



## East Baton Rouge Developer Rental Program

Policy & Guidelines: Part 1

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# RENTAL PROPERTY OWNER GUIDE

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To Tenant Selection & Occupancy

**Mailable pages**

**Version 5**

**June 21, 2019**

### **Reminder!**

**All tenants must be pre-approved prior to moving in EBRDP unit**

Louisiana Housing Corporation, 2415 Quail Dr., Baton Rouge, LA 70808

Phone: (225) 763-8700

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**2019 Area Median Income (AMI) Limits (Effective June 28, 2019)**



Part1:RentalPropertyOwnerGuidetoTenantSelectionandOccupancy

MSA/Parish	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
East Baton Rouge								
<50% Tier	\$25,750	\$29,400	\$33,100	<b>\$36,750</b>	\$39,700	\$42,650	\$45,600	\$48,550
<80% Tier	\$41,200	\$47,050	\$52,950	<b>\$58,800</b>	\$63,550	\$68,250	\$72,950	\$77,650

Note: The Income Limits were adjusted to the nearest \$50 dollar range.

## Utility Allowances by Parish

East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room
Single Family	All Gas	\$ 124.00	\$ 157.00	\$ 198.00	\$ 248.00	\$ 288.00
	All Electric	\$ 148.00	\$ 186.00	\$ 232.00	\$ 291.00	\$ 337.00
< 5 Units	All Gas	\$ 118.00	\$ 174.00	\$ 179.00	\$ 223.00	\$ 257.00
	All Electric	\$ 141.00	\$ 202.00	\$ 211.00	\$ 265.00	\$ 305.00
> 5 Units	All Gas	\$ 109.00	\$ 162.00	\$ 166.00	\$ 205.00	\$ 236.00
	All Electric	\$ 128.00	\$ 187.00	\$ 194.00	\$ 240.00	\$ 277.00

## 2019 Maximum Rents by AMI Tiers Owner Pays All Utilities (Effective June 28, 2019)

50% Tier Owner Pays All Utilities							80% Rents Owner Pays Utilities						
East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room	East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room
Single Family	All Gas	\$ 701.00	\$ 842.00	\$ 972.00	\$1,085.00	\$1,197.00	Single Family	All Gas	\$ 849.00	\$ 981.00	\$1,230.00	\$1,353.00	\$1,474.00
	All Electric	\$ 701.00	\$ 842.00	\$ 972.00	\$1,085.00	\$1,197.00		All Electric	\$ 849.00	\$ 981.00	\$1,230.00	\$1,353.00	\$1,474.00
< 5 Units	All Gas	\$ 701.00	\$ 842.00	\$ 972.00	\$1,085.00	\$1,197.00	< 5 Units	All Gas	\$ 849.00	\$ 981.00	\$1,230.00	\$1,353.00	\$1,474.00
	All Electric	\$ 701.00	\$ 842.00	\$ 972.00	\$1,085.00	\$1,197.00		All Electric	\$ 849.00	\$ 981.00	\$1,230.00	\$1,353.00	\$1,474.00
> 5 Units	All Gas	\$ 701.00	\$ 842.00	\$ 972.00	\$1,085.00	\$1,197.00	> 5 Units	All Gas	\$ 849.00	\$ 981.00	\$1,230.00	\$1,353.00	\$1,474.00
	All Electric	\$ 701.00	\$ 842.00	\$ 972.00	\$1,085.00	\$1,197.00		All Electric	\$ 849.00	\$ 981.00	\$1,230.00	\$1,353.00	\$1,474.00

## 2019 Maximum Rents by AMI Tiers Tenant Pays All of Part of the Utilities (Effective June 28, 2019)

50% Tier Tenant Pays Utilities							80% Tier Tenant Pays All Utilities						
East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room	East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room
Single Family	All Gas	\$ 577.00	\$ 685.00	\$ 774.00	\$ 837.00	\$ 909.00	Single Family	All Gas	\$ 725.00	\$ 824.00	\$1,032.00	\$1,105.00	\$1,186.00
	All Electric	\$ 553.00	\$ 656.00	\$ 740.00	\$ 794.00	\$ 860.00		All Electric	\$ 701.00	\$ 795.00	\$ 998.00	\$1,062.00	\$1,137.00
< 5 Units	All Gas	\$ 583.00	\$ 668.00	\$ 793.00	\$ 862.00	\$ 940.00	< 5 Units	All Gas	\$ 731.00	\$ 807.00	\$1,051.00	\$1,130.00	\$1,217.00
	All Electric	\$ 560.00	\$ 640.00	\$ 761.00	\$ 820.00	\$ 892.00		All Electric	\$ 708.00	\$ 779.00	\$1,019.00	\$1,088.00	\$1,169.00
> 5 Units	All Gas	\$ 592.00	\$ 680.00	\$ 806.00	\$ 880.00	\$ 961.00	> 5 Units	All Gas	\$ 740.00	\$ 819.00	\$1,064.00	\$1,148.00	\$1,238.00
	All Electric	\$ 573.00	\$ 655.00	\$ 778.00	\$ 845.00	\$ 920.00		All Electric	\$ 721.00	\$ 794.00	\$1,036.00	\$1,113.00	\$1,197.00

## Tenant Income Documentation and Certification



## (To Be Completed by the Tenant)

**Supporting Documentation must be returned with this signed certification form!**

### 1. Household Composition

List ALL individuals who will be occupants of the unit assisted through the program (include unborn children).

Social Security Numbers are required for ALL household members 6 years of age and older. If a SSN can't be provided, proof of eligible non-citizenship may be accepted in lieu of a SSN. Contact property owner for more information.

Household Member's Full Legal Name	Social Security Number	Date of Birth	Driver's License Number (if applicable)	Previous Address	Does Household Member have Income? (YES/NO)
Ex: John Connor Doe	123-45-6789	July 1, 1972	LA-123456789	123 Main St New Orleans, LA 70117	Yes

Persons employed by the household as live-in caregivers are not considered Household Members.

### 2. Detailed income Eligibility Information

For all adult household members (18 years of age and older) listed above with income to report, provide detailed income information. List the Household Member's name, the Household Member's Income Source, Amount of Pay and Payment Frequency. All sources of income should be listed; however, the following are acceptable sources of income:

- Earned Income (Wages, Salary, Overtime, Bonus, Commission)
- Retirement, Pension, Social Security, Interest or Dividend Income
- Alimony, Child Support, Gift income or Armed Forces income
- Temporary Assistance to Needy Families (TANF), Welfare or other Public Assistance
- Unemployment, Workers and Disability Compensation, Severance Pay
- Net Income from Self-Employment or a Business
- Approved Housing Voucher Program participation

Tenant income – Source, Amount and Frequency

Household Member	Income Sources (wages, retirement, etc.)	Amount of Pay and Payment Frequency (how you are paid)
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Part 1: Rental Property Owner Guide to Tenant Selection and Occupancy

Ex: John Doe	Earned Income/Wages	\$10.00/hour, 30 hours/week
Ex: John Doe	TANF (Welfare)	\$500, Once/month

\*If hourly wages are reported, be sure to provide the average number of hours worked per week. Include overtime hours and rate. Earned income also includes other type of payments including commissions, bonuses, tips, etc.

### Anticipated Income Changes

**Does any household member anticipate a change in income over the next 12 months?** If yes, please provide the Household Member's name, the reason, the expected date of the change and supporting documentation.

Household Member	Explanation and Date of Income Change
Ex: Jane Doe	Holiday employment. Ends Jan. 3, 2014

### 3. Supporting Documentation

For each of the income sources listed above, documentation must be provided to the property owner for verification. Examples of acceptable documentation include:

- For earned income: 3 consecutive pay stubs (within the past 6 months) or a written employer statement that shows rate of pay and hours worked.
- For each periodic payment such as retirement, Social Security, public assistance, unemployment: the most recent award letter or other correspondence that shows how much the individual was awarded and/or receives monthly. Please do not submit bank statements.
- Household Members who are self-employed must submit a recent quarterly report to IRS
- When documentation is not available for any income source, *Certification of Undocumented Income* form must be completed.
- When the household states that they make no income, the *Certification of No Income* form must be completed.
  - Self-certification of no or zero income must be further supported by evidence to support that determination of eligibility. Some acceptable forms of supporting documentation or substitutes for verification are as follows:
    - Evidence that person(s) qualified under another program having income qualification criteria as restrictive, such as JOB Training Partnership Act (JTPA) and welfare programs
    - Evidence that the assisted person is homeless



- c. Evidence of a referral from a state, county/parish or local employment agency or other entity that determines income eligibility. Some options include:
1. Permanent Supportive Housing (PSH)
  2. Section 8 Vouchers
  3. Continuum of Care
  4. Federal Tax Returns/IRS Form 4506

#### 4. Assets

Do the total assets of all household members equal more than \$5,000? ☐ YES ☐ No

If **NO**, please skip to the *Household Certification by Tenant*.

If **YES**, does any household member own any of the following assets?

ASSETS (Please check yes or no for each type of asset)		
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Savings or Checking Account
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Cash on Hand
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Investments such as Stocks and Bonds
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Retirement Accounts
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Certificates of Deposit
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Credit Union Accounts
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Life Insurance Policies
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Real Estate other than your Primary Residence
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Other _____
If you answered "yes" to any of the asset questions above, please describe the assets in the box below.		
Household Member	Type of Asset (see list above)	*Cash Value
Ex: John Doe	Savings Account	\$400.00

\*Cash value is the amount received if this asset were converted to cash (e.g., for real estate the cash value would be its fair market value less any outstanding debt on property)

#### Household Certification by Tenant(s) and Signatures



I/We, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my/our signature(s) and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this income certification, and/or criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I/We certify that, to the best of my/our knowledge and belief, all information above is true, correct, complete and provided in good faith. I/We understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I/We understand that any information I/We give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16 Identity Theft; and/or R.S. 14:72, Forgery).

**Request and Consent to Release of Information:** I hereby authorize and request all persons and entities to whom this request is presented having information relating to or concerning me, referenced herein above to furnish such information, including the review and copying of documents, to a duly appointed agent of the East Baton Rouge Developer Program (EBRDP) whether or not such information would otherwise be protected from disclosure by any constitutional, statutory, or other legal privilege.

I hereby release, remise, indemnify, hold harmless, and forever discharge the person or entity to whom this request is presented, and his or its agents and employees from any and all matter of action, causes of action, suits, debts, judgments, executions, claims, damages, losses, expenses including attorney fees and demands whatsoever, known or unknown, in law or equity, which I ever had, now have, may have, or claim to have against the person or entity to whom this request is presented or his or its agents or employees arising out of or by reason of complying with this request.

**Privacy Statement to Tenant:** The EBRDP collects the income and household information required on this form strictly for the use of the Property Owner and EBRDP. Collection of this information from Tenants participating in the EBRDP is mandatory. The EBRDP may disclose this information to authorized representatives of HUD and the State as required by those parties to monitor compliance with the EBRDP program. The EBRDP may also disclose this information to federal, state and local agencies when relevant to civil, criminal or regulatory investigations or prosecutions.

Tenant's Printed Name	Tenant's Signature	Date

This form must be signed by all household members 18 years of age and older as listed on the enclosed TENANT INCOME DOCUMENTATION AND CERTIFICATION.

## Certification of Undocumented Income



This form must be used when a Household member is unable to provide documents supporting reported income. This may happen when a self-employed person operates on a cash basis (such as babysitters, hair stylist, handyman, etc.). Please provide the information below and certify to its accuracy.

1. What type of work do you do?

2. Why is documentation not available?

3. How many hours a week do you work?

4. How much do you get paid per hour? \$ \_\_\_\_\_

*These values will be used to estimate your annual income.* If you do not get paid by the hour on a weekly basis, please answer question 2 and 3 by explaining how much and how frequently you are paid.

#### HOUSEHOLD CERTIFICATION BY TENANT(S) AND SIGNATURES

I/We, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my/our signature(s) and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Section 1001.

I/We certify that, to the best of my/our knowledge and belief, all information above is true, correct, complete and provided in good faith. I/We understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I/We understand that any information I/We give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16 Identity Theft; and/or R.S. 14:72, Forgery).

Tenant's Printed name	Tenant's Signature	Date

**A separate form must be submitted for each adult Household member 18 years of age or older listed on the *Tenant Income Documentation and Certification* with undocumented income.**

#### Certification of No Income



**This form is to be completed by the Head of Household if the Household has absolutely NO income to report.**

I, \_\_\_\_\_, as the Head of Household, hereby certify the Household has no income from any source to report on behalf of any adult Household Member 18 years of age and older.

The Household does **not** receive income from any of the following sources:

- Earned income (wages, salary, bonus, commissions)
- Retirement, Pension, Interest or Dividend income
- Alimony
- Child Support
- Assistance, monetary or otherwise, from family or friends (including bills paid on behalf of the family)
- Social Security (including SSI)
- Temporary Assistance to needy Families (TANF)
- Other Public Assistance
- Unemployment
- Worker's Compensation
- Net Income from Self-employment or a business
- Any other income not specifically listed here

#### HOUSEHOLD CERTIFICATION BY TENANT AND SIGNATURE

I, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I certify that, to the best of my knowledge and belief, all the information above is true, correct, complete, and provided in good faith. I understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I understand that any information I give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16, Identity Theft; and/or R.S. 14:72, Forgery).

Tenant's Printed Name	Tenant's Signature	Date

#### Property Owner: Tenant Information Certification and Signatures





(Property Owner Signature Required. Submit to EBRDP as part of Eligible Tenant Package.)

PROPERTY ADDRESS: \_\_\_\_\_

I/We, the undersigned, certify that the tenant information, including but not limited to all household income information and executed leases, provided for the affordable rental units listed above, is to the best of my/our knowledge and belief is true, correct, complete, and provided in good faith. I/We understand that knowingly submitting false or fraudulent information may be grounds for denial to termination of an award amount and may be punishable by a fine and/or imprisonment. I/We understand that any information given may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16 Identify Theft; and/or R.S. 14:72, Forgery).

As of the date set forth opposite my/our signature(s), any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this income certification package(s) and leases, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

Property Owner's Printed Name	Property Owner's Signature	Date

**This form must be signed by at least one Property Owner or Owner Representative.**

## Move-In Notice



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**For Prospective Tenants**

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On \_\_\_\_\_, \_\_\_\_\_ submitted an application through  
[Enter date of application] [Enter property owner's name]

East Baton Rouge Developer Program for financial assistance under a program funded by the Department of Housing and Urban Development (HUD). The proposed project involves rehabilitation of the property located at \_\_\_\_\_.

Because federal funds are planned for use in  
[Enter property address]

this project, people who were tenants at the time the application was submitted for funding may be eligible to receive relocation assistance as defined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. However, if you choose to occupy this property after

\_\_\_\_\_  
[Enter date of application]

as a new tenant you **will not be eligible** for relocation payments or assistance under the URA.

This notice is to inform you of the following information ***before you enter into any lease agreement or occupy the property located at the above address:***

- I may be displaced by the project
- I may be required to relocate temporarily
- I may be subject to a rent increase.
- I will not be entitled to any relocation payments or assistance provided under the URA. If I have to move or my rent is increased as a result of the project above, I will not be reimbursed for any such rent increase or for any costs or expenses I incur in connection with a move as a result of the Project.

Please read this notification carefully ***prior to signing*** a rental agreement and moving into this project. If you should have any questions about this notice, please contact the East Baton Rouge Developer Program 225-763-8700. Once you have read and understood this notice, please sign the statement below, acknowledging the conditions under which you will be moving into this property, if you still choose to lease the unit.

I have read the above information and understand the conditions under which I am moving into this property, specifically. I realize that I must sign this document prior to moving into this property.

\_\_\_\_\_  
**Print Name of head of Household (Tenant)**

\_\_\_\_\_  
**Tenant's Signature(s)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address and Unit Number**

**Residential Lease Agreement**



THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in \_\_\_\_\_ Parish, Louisiana, such real property having a street address of \_\_\_\_\_ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows;

1.. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances, thereto, for a term of \_\_\_\_\_ [specify number of months or years], such term beginning on \_\_\_\_\_, and ending at 12 o'clock midnight on \_\_\_\_\_.

2.. RENT. The total rent for the term hereof is the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) payable on the \_\_\_\_\_ day of the month of the term, in equal installments of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on \_\_\_\_\_. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

**(Tenant Initials: \_\_\_\_\_ Date: \_\_\_\_\_)**

3.. DAMAGE DEPOSITE. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4.. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of \_\_\_\_\_, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.



5.. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6.. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7.. **ALTERATIONS AND IMPROVEMENTS.** Tenants shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, an/or improvements built, constructed or placed on the premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8.. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have not liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9.. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10.. **UTILITIES.**

Tenant shall be responsible for arranging for and paying for the following utility services required on the Premises: \_\_\_\_\_

\_\_\_\_\_

Landlord shall be responsible for arranging for and paying for the following utility services requires on the Premises: \_\_\_\_\_

\_\_\_\_\_

11.. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;



- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c) Not obstruct or cover the windows or doors;
- d) Not leave windows or doors in an open position during inclement weather;
- e) Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air dry any of the same within any yard area or space;
- f) not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g) Keep all air conditioning filters clean and free from dirt;
- h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises and shall not make or permit any loud or improper noises, to otherwise disturb other residents;
- j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12.. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of wither repairing such injured or damaged portion or terminating the Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13.. **INSPECITON OD PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting



the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual “for sale”, “for rent” or “vacancy” signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14.. SUBORDINATION OF LEASE. This Agreement and Tenant’s interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modification of such mortgages, liens or encumbrances.

15.. TENANT’S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new one-year lease will be required under EBRDP regulations, or tenancy from month-to-month can be created between Landlord and Tenant. If approved, the month-to-month lease shall be subject to all of NRLP’s terms and conditions except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

16.. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

17.. ANIMALS. Tenant shall be entitled to keep no more than \_\_\_\_\_(\_\_\_\_) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the premises, Tenant shall pay to Landlord a pet deposit of \_\_\_\_\_DOLLARS (\$\_\_\_\_\_), \_\_\_\_\_DOLLARS (\$\_\_\_\_\_) of which shall be a non-refundable and shall be used upon the termination or expiration of this Agreement for the purpose of cleaning the carpets of the building.

18.. QUIET ENJOYMENT. Tenant, upon payment of all the sums referred to herein as being payable by Tenant and Tenant’s performance of all Tenant’s agreements contained herein and Tenant’s observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19.. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant’s family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend, or hold Landlord harmless from any and all claims or assertions of every kind and nature.

20.. DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.



If Tenant fail to pay rent when due and default continues for seven (7) days thereafter, landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21.. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within ten (10) calendar days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" I the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

22.. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right or reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23.. ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

24.. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25.. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Louisiana.

26.. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement not the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27.. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28.. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.





29.. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30.. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31.. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

31.. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

\_\_\_\_\_  
[Landlord's Name]

\_\_\_\_\_

\_\_\_\_\_  
[Landlord's Address]

If to Tenant to:

\_\_\_\_\_

\_\_\_\_\_  
[Tenant's Name]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33.. MEGAN'S LAW DISCLOSURE. As required under Louisiana law, Landlord hereby notifies Tenant that the Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-

R.S. 15:540 et seq. Sheriff's department and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at <http://www/lsp.org/socpr/default.html> and contains address, pictures, and convictions records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, mail Slip #18, and Baton Rouge, La 70896. Tenant may also e-mail State Services at [SOCPR@dps.state.la.us](mailto:SOCPR@dps.state.la.us) for more information.





As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LANDLORD:**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

As to Tenant, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TENANT ("Tenant"):**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**AGENT:**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**East Baton Rouge Developer Program – Lease Addendum**

*Effective November 27, 2017*

The leased premises at \_\_\_\_\_ is an affordable rental unit participating in the East Baton Rouge Developer Program (Program), developed by the Office of Community Development (OCD), and implemented by the Louisiana Housing Corporation (LHC). Under the East Baton Rouge Developer



Program, there are certain restrictions with which the Owner/Lessor must comply during the affordability period required by the program. These conditions include but are not limited to the following:

1. **Term.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term specified in the lease that is submitted and approved by the Program.
2. **Rent.**
  - A. **Tenant-Paid Amount.** Monthly rent amount paid by the tenant to the property owner for the leased premises.      \_\$ \_\_\_\_\_
  - B. **Voucher Amount.** Monthly amount paid by the voucher program to the property owner.      \_\$ \_\_\_\_\_
  - C. **Total Rent Amount.** Total monthly rent amount collected by the Property owner for the leased premises.      \_\$ \_\_\_\_\_

Tenant Initials: \_\_\_\_\_ Date: \_\_\_\_\_



### 3. Rent Restrictions.

- A. **OWNER PAYING ALL UTILITIES:** If the Tenant/Lessee is NOT required to pay for any utilities (heating, air conditioning, cooking, water heating [gas or electric], water/sewer, or trash collection), the maximum rent amounts which can be charged for any unit leased after the rates are officially published (on the EBRDP website, until EBRDP posts the update annual rates again) are listed on the chart below:

50% Tier Owner Pays All Utilities							80% Rents Owner Pays Utilities						
East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room	East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room
Single Family	All Gas	\$ 701.00	\$ 842.00	\$ 972.00	\$ 1,085.00	\$ 1,197.00	Single Family	All Gas	\$ 849.00	\$ 981.00	\$ 1,230.00	\$ 1,353.00	\$ 1,474.00
	All Electric	\$ 701.00	\$ 842.00	\$ 972.00	\$ 1,085.00	\$ 1,197.00		All Electric	\$ 849.00	\$ 981.00	\$ 1,230.00	\$ 1,353.00	\$ 1,474.00
< 5 Units	All Gas	\$ 701.00	\$ 842.00	\$ 972.00	\$ 1,085.00	\$ 1,197.00	< 5 Units	All Gas	\$ 849.00	\$ 981.00	\$ 1,230.00	\$ 1,353.00	\$ 1,474.00
	All Electric	\$ 701.00	\$ 842.00	\$ 972.00	\$ 1,085.00	\$ 1,197.00		All Electric	\$ 849.00	\$ 981.00	\$ 1,230.00	\$ 1,353.00	\$ 1,474.00
> 5 Units	All Gas	\$ 701.00	\$ 842.00	\$ 972.00	\$ 1,085.00	\$ 1,197.00	> 5 Units	All Gas	\$ 849.00	\$ 981.00	\$ 1,230.00	\$ 1,353.00	\$ 1,474.00
	All Electric	\$ 701.00	\$ 842.00	\$ 972.00	\$ 1,085.00	\$ 1,197.00		All Electric	\$ 849.00	\$ 981.00	\$ 1,230.00	\$ 1,353.00	\$ 1,474.00

**TENANT PAYING ALL OR PART OF THE UTILITIES:** During the affordability period, the rent for the leased premises is restricted. If the Tenant/Lessee is responsible for paying all or part of the utilities, (heating, air conditioning, cooking, water heating [electric or gas] and trash collection), the maximum rent which can be charged for the unit is listed below:

50% Tier Tenant Pays Utilities							80% Tier Tenant Pays All Utilities						
East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room	East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room
Single Family	All Gas	\$ 577.00	\$ 685.00	\$ 774.00	\$ 837.00	\$ 909.00	Single Family	All Gas	\$ 725.00	\$ 824.00	\$1,032.00	\$ 1,105.00	\$ 1,186.00
	All Electric	\$ 553.00	\$ 656.00	\$ 740.00	\$ 794.00	\$ 860.00		All Electric	\$ 701.00	\$ 795.00	\$ 998.00	\$1,062.00	\$ 1,137.00
< 5 Units	All Gas	\$ 583.00	\$ 668.00	\$ 793.00	\$ 862.00	\$ 940.00	< 5 Units	All Gas	\$ 731.00	\$ 807.00	\$1,051.00	\$1,130.00	\$ 1,217.00
	All Electric	\$ 560.00	\$ 640.00	\$ 761.00	\$ 820.00	\$ 892.00		All Electric	\$ 708.00	\$ 779.00	\$1,019.00	\$1,088.00	\$ 1,169.00
> 5 Units	All Gas	\$ 592.00	\$ 680.00	\$ 806.00	\$ 880.00	\$ 961.00	> 5 Units	All Gas	\$ 740.00	\$ 819.00	\$1,064.00	\$ 1,148.00	\$ 1,238.00
	All Electric	\$ 573.00	\$ 655.00	\$ 778.00	\$ 845.00	\$ 920.00		All Electric	\$ 721.00	\$ 794.00	\$1,036.00	\$ 1,113.00	\$ 1,197.00

#### Utility Allowances

East Baton Rouge	MSA/Parish	1 Bed Room	2 Bed Room	3 Bed Room	4 Bed Room	5 Bed Room
Single Family	All Gas	\$ 124.00	\$ 157.00	\$ 198.00	\$ 248.00	\$ 288.00
	All Electric	\$ 148.00	\$ 186.00	\$ 232.00	\$ 291.00	\$ 337.00
< 5 Units	All Gas	\$ 118.00	\$ 174.00	\$ 179.00	\$ 223.00	\$ 257.00
	All Electric	\$ 141.00	\$ 202.00	\$ 211.00	\$ 265.00	\$ 305.00
> 5 Units	All Gas	\$ 109.00	\$ 162.00	\$ 166.00	\$ 205.00	\$ 236.00
	All Electric	\$ 128.00	\$ 187.00	\$ 194.00	\$ 240.00	\$ 277.00

During the affordability period, the Owner/Lessor is not allowed to charge or collect from the Tenant/Lessee any payment for rent over the applicable rent restricted amount referenced above (subject to rent increases after the first year). The restricted rent amounts will be adjusted annually, as further described below. If the Owner/Lessor charges or collects any excess rent of utility payments, the excess amount must be returned to the Tenant/Lessee.



4. **Rent Charges.** Allowable annual rent levels to be charged for occupancy of Restricted Units shall be calculated and published by OCD on an annual basis. The amount of the allowable increase/decrease in rent levels will be an amount equal to the greater of: (i) percentage increase in Area Median Income; or (ii) Annual Adjustment Factor (as published by the U.S. Department of Housing and Urban Development), but in no event shall the increase exceed five (5%) percent on an annual basis. There will be no cumulative rent increases/decreases allowed for future years in the event the percentage increase in the Area Median Income or Annual Adjustment Factor (as published by the U.S. Department of Housing and Urban Development) is greater than 5% for any prior year. An increase in an eligible Tenant/Lessee's income above the otherwise allowable levels shall not result in the change in occupancy status of such eligible Tenant/Lessee, nor may such eligible Tenant/Lessee's rent be increased above the rate that would otherwise be charged to such eligible Tenant/Lessee under the terms of the Program. For more information about the maximum allowable rent increase for a participating unit, the Tenant/Lessee may contact 1.888.ROAD.2.LA (1.888.762.3252). TTY callers use 711 relay or 1.800.846.5277.
5. **Inspection of Premises.** Upon written notification to the Tenant/Lessee, the Owner/Lessor or an authorized agent of the East Baton Rouge Developer Program shall have the right during the term of this affordability period, to enter the premises for the purpose of inspecting the premises and all buildings and improvements thereon.
6. **Fair Housing.** During the term of the affordability period, the Owner/Lessor has agreed to abide by all federal and state Fair Housing laws and regulations. The Owner/Lessor will not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of units on the basis of race, color, ancestry, national origin, religion, sex, age, marital status, family status, physical or mental disability, or any other arbitrary basis. If the Tenant/Lessee believes his or her rights have been violated, the Tenant/Lessee can file a fair housing complaint in several ways:
  - a) **By Phone:** The Louisiana Attorney General's Office, Equal Housing Section, Fair Housing Hotline; 1-800-273-5718
  - b) **By Phone:** The U.S. Department of Housing and Urban Development ("HUD"), Fair Housing: 1-800-669-9777 (toll-free Hotline), or (817) 978-5900, or TTY (817)978-5595
  - c) **By Internet:** HUD's Homes and Communities website at <http://www.hud.gov/complaints/housediscrim.cfm>.
  - d) **By Mail:** The Tenant/Lessee can print out the form from the above listed website, complete and mail it to the regional HUD office located below:

Fair Housing Hub  
U.S. Department of Housing and Urban Development  
801 Cherry Street, 27<sup>th</sup> Floor  
P.O. Box 2905  
Fort Worth, Texas 76113-2905
7. **Lead Warning Disclosure.** Housing built before 1978 may contain lead-based paint. Lead from paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord must disclose whether or not the presence of known lead-based paint and/or lead-based paint hazards was/ were identified in the dwelling and later remediated as required by the Program. If lead-based paint and/or lead-based paint hazards was/ were remediated, Tenant must receive a copy of the Lead Paint Survey prepared under the Environmental



Review. Tenants must also receive *Protect Your Family from Lead in Your Home*, a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE:

a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards identified in the dwelling and remediated

☐ Lead-based paint and/or lead-based paint hazards not identified in the dwelling

b) Records and reports available to the Lessor (check one below):

☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here):

☐ Lessor has no record or reports pertaining to lead-based paint and/or lead-based paint hazards in the units

LESSEE'S ACKNOWLEDGMENT (initial below):

c) Lessee has received copies of all information listed above. \_\_\_\_\_

d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*. \_\_\_\_\_

AGENT'S ACKNOWLEDGMENT (initial below):

e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. \_\_\_\_\_

8. **Additional Provisions, Disclosures.** Owner/ Lessor should note any disclosures about the premises that may be required under federal or Louisiana law, such as any flood hazards.

\_\_\_\_\_  
\_\_\_\_\_

9. **Notices to Tenant/Lessee.** The Owner/Lessor has entered into a contract with the East Baton Rouge Developer Program. The Tenant-Lease agreements must comply with the program's regulations. Program agreements contain provisions on the maximum rent levels that may be charged to the tenant, tenant eligibility, and nondiscriminatory tenant selection practices. For more information on the East Baton Rouge Developer Program or to report program violations, please contact the program at 225-763-8700 or via email at [disasterrecovery@lhc.la.gov](mailto:disasterrecovery@lhc.la.gov)

10. **Tenant/Lessee Protections.**

- a) **Lease Term.** The lease between a Tenant/Lessee and an owner/Lessor of an affordable unit assisted with program funds must be for not less than one year.
- b) **Prohibited lease provisions.** The lease may not contain any of the following provisions:
- i. Agreement to be sued. Agreement by the Tenant/Lessee that the Owner/Lessor to be sued, to admit guilt or to a judgment in favor of Owner/Lessor in any lawsuit brought in connection with the lease.



- ii. *Treatment of property.* Agreement by the Tenant/Lessee that the Owner/Lessor may take, hold, or sell personal property of household members without notice to the Tenant/Lessee and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant/Lessee concerning disposition of personal property in accordance with state law.
  - iii. *Executing owner/Lessor from responsibility.* Agreement by the Tenant/Lessee not to hold the Owner/Lessor or the Owner's/Lessor's agent legally responsible for any action of failure to act, whether intentional or negligent.
  - iv. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
  - v. *Waiver of legal proceedings.* Agreement by the Tenant/Lessee that the owner/lessor may evict the Tenant/Lessee without a court proceeding.
  - vi. *Waiver of a jury trial.* Agreement by Tenant/Lessee to waive any right to trial by jury.
  - vii. *Waiver to right to appeal court decisions.* Agreement by the Tenant/Lessee to waive a right to appeal a court decision in connection with the lease; and
  - viii. Tenant/Lessee chargeable with cost of legal actions regardless of outcome.
- c) **Termination of tenancy.** An Owner/Lessor may not terminate the tenancy of a Tenant/Lessee of an affordable unit assisted with program funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Whereas Louisiana law does not require an Owner/Lessor to renew or re-enter into any lease or agreement to extent either the initial term or any extension of any lease, Owner/Lessor hereby agrees to give Tenant/Lessee and the State through the Office of Community Development reasonable written notice of at least 45 days stating Owner's/Lessor's intention. Equally, Tenant/Lessee agrees to give Owner/Lessor and the State through the Office of Community Development reasonable written notice of at least 45 days of tenant's/lessee's intention to not renew any lease or extension.
- d) **Tenant/Lessee selection.** An owner/Lessor of an affordable unit assisted with program funds must ensure that the tenant selection process:
- i. Is consistent with the purpose of providing an affordable unit for low-and moderate-income families;
  - ii. Is reasonable related to program eligibility and the Tenant/Lessee's ability to perform the obligation of the lease;
  - iii. Will provide for the selection of Tenant/Lessee's from a written waiting list in the chronological order of their application, insofar as is practicable; and,
  - iv. Will give prompt written notification to any rejected applicant of the grounds for any rejection with accommodations being made for alternate notifications as requirements.
11. **Conflict with Other Lease Provisions and Enforceability.** If there is any conflict between this addendum and any other provision of the lease between the Owner/Lessor and the Tenant/Lessee, the requirements of the East Baton Rouge Developer Program's required lease addendum shall control. The Tenant/Lessee has a private right of action to enforce the lease addendum against the Owner/Lessor.
12. **Authorization for Program to Obtain Information Directly from the Tenant/Lessee.** During the affordability period, the East Baton Rouge Developer Program may from time to time request information directly from the Tenant/Lessee to ensure program compliance. The Tenant/Lessee understands that



these requests for information may be made and that the Tenant/Lessee should respond to such requests accurately and timely.

13. **Right to Record Lease.** The Tenant/Lessee has the right to record the terms of the lease and the lease addendum on the public record. If the tenant/lessee chooses to record the lease, the cost for recording shall be at the tenant/lessee's expense.
14. **Megan's Law Disclosure.** As required under Louisiana law, Landlord hereby notifies Tenant that the Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's department and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at <http://www/lsp.org/socpr/default.html> and contains address, pictures, and convictions records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, mail Slip #18, and Baton Rouge, La 70896. Tenant may also e-mail State Services at [SOCPR@dps.state.la.us](mailto:SOCPR@dps.state.la.us) for more information.

OWNER/LESSOR:

TENANT/LESSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



---

Lease Rollover Certification Form

Property Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

Tenant Head of Household: \_\_\_\_\_

Current Monthly Rent Amount: \_\_\_\_\_

Rollover Period Date Range: \_\_\_\_\_ to \_\_\_\_\_

This form certifies that the same tenant has resided in the unit since the initial lease agreement for the entire duration of the Rollover Period Date Range and has met all provisions outlined below.

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East Baton Rouge Developer Program will accept a Rollover lease provided that all provisions are met:

- The 12-month lease term for the above named tenant has expired or is within 60 days of expiration
- The above named property owner and tenant have a lease that meets or met all program requirements, has been submitted to the program for approval, and after review, was approved by the program
- The rollover of the lease does not include any addendums, additional costs or changes in rent amounts unless the tenant rent change was directed by a voucher program
- The rollover of the lease is for the same individual tenant(s) as previously approved
- The Lease Rollover Certification includes both the printed name and the signature of the property owner and the tenant, as well as the date that the form was signed

I/We, the undersigned, certify that the tenant information, including but not limited to all household members, and executed leases provided for the affordable rental unit listed above, remains to the best of my/our knowledge and belief true, correct, complete, unchanged and provided in good faith.

I/We understand that knowingly submitted false or fraudulent information may be grounds for denial or termination of an award amount and may be punishable by a fine and/or imprisonment. I/We understand that any information given may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16, identity Theft; and/or R.S. 14:72, Forgery).

As of the date set forth opposite my/our signature(s), any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this lease, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.





PROPERTY OWNER		
Printed Name	Signature	Date
TENANT HEAD OF HOUSEHOLD		
Printed Name	Signature	Date

**This form must be signed by Property Owner or owner representative and Tenant Head of Household.**

**East Baton Rouge Developer Program Rental Tenant Demographic Survey**

Date:

Reference Number:

Tenant Name	Phone No	Property Owner Name
Rental Property Address	City State Zip Code	Email address

- Special Needs – Identifying persons with Disabilities:** Do you, or any other member of your household, have physical or mental disabilities that may require special consideration related to housing? (example: wheelchair or walker dependent, special medical equipment to live, mobility, visual or hearing impairment, etc.)? \_\_\_\_ YES \_\_\_\_ NO
- Head of Household Gender** ☐ Male ☐ FEMALE
- Head of Household Age** \_\_\_\_\_
- Tenant Race & Ethnicity:** The information below must be completed for the head of household.  
**Ethnicity** (Select One)  
 A. ☐ Hispanic/Latino  
 B. ☐ Non Hispanic/Latino  
  
**Race** (Select all that apply)  
 C. ☐ American Indian or Alaska Native  
 D. ☐ Asian  
 E. ☐ Black or African American  
 F. ☐ Native Hawaiian or Other Pacific Islander  
 G. ☐ White  
 H. ☐ American Indian or Alaska native and White  
 I. ☐ Asian and White  
 J. ☐ Black or African American and White  
 K. ☐ American Indian or Alaska Native and White  
 L. ☐ Other Multi-Racial

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_