

## RENTAL ADU LEASE RESTRICTIONS ADDENDUM

Property Name: \_\_\_\_\_

In accordance with the Affordable Dwelling Unit ordinances, this addendum will serve as part

of the Lease Agreement dated \_\_\_\_\_

between \_\_\_\_\_

(landlord)

and \_\_\_\_\_ for the unit

(tenant)

designated as \_\_\_\_\_

(include full address)

### LEASE RESTRICTIONS

Notwithstanding any other provisions of this lease, the following shall apply:

1. The term of this lease shall be from \_\_\_\_\_ to \_\_\_\_\_. (A **minimum** of 6 months and a maximum of twelve months).
2. The unit must be occupied by the tenant signing this lease addendum as their domicile. The tenant shall annually provide the landlord with an affidavit, on a form provided by the landlord/owner, that tenant continues to occupy the unit as their domicile. Failure to provide such an affidavit within thirty (30) days of a written request for such affidavit from the owner shall cause this lease to automatically terminate and become null and void, and tenant must thereupon vacate the unit within thirty (30) days of a written notice from landlord/owner unless tenant is notified in writing by landlord/owner that Section 5 of this addendum shall apply.
3. Tenant shall annually, prior to renewal of this lease, recertify the income of all members of the household and verify under oath that the tenant continues to meet the income and other eligibility criteria for occupancy of a rental Affordable Dwelling unit. In the event that tenant no longer meets the eligibility criteria for occupancy of a rental Affordable Dwelling Unit, as a result of increased income or other factor, then, at the end of the lease term, the tenant must vacate this unit unless tenant is notified in writing by landlord/owner that Section 5 of this addendum shall apply.
4. The unit may not be subleased. If tenant fails to occupy the unit for a period in excess of sixty (60) days, unless such failure is approved in writing by the Fairfax County Department of Housing and Community Development, acting on behalf of the Fairfax County Redevelopment and Housing Authority, this lease shall automatically terminate, become null and void and the tenant must vacate the unit within thirty (30) days written notice from the landlord/owner unless tenant is notified in writing by landlord/owner that Section 5 of this addendum shall apply.
5. If the tenant fails to comply with Sections 2, 3 or 4 above, the landlord/owner may immediately designate an additional comparable unit as an Affordable Dwelling Unit to be leased under the controlled rental price and requirements of the ADU Ordinance. If the landlord/owner so designates another comparable unit, then the tenant need not vacate this unit, but may continue to lease this unit at the market value rent of \$ \_\_\_\_\_ per month.

\_\_\_\_\_  
Resident's Signature of each person over age 18.  
(Names must match the signatures on the Income Certification Form)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager's Printed Name