

PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT)
RESIDENTIAL LEASE RIDER

1. SIZE OF DWELLING; RIGHT SIZING REQUIREMENT

If at the time of conversion the Tenant is not in a unit appropriate for their family size pursuant to the New York City Housing Authority's ("NYCHA") Section 8 program occupancy standards, and does not have a reasonable accommodation or grievance granting permission to reside in that unit, the Tenant must move to an appropriate-sized unit. If a unit is not available in the Development, the Tenant may remain in their current unit until an appropriate-sized unit becomes available. When an appropriate-sized unit becomes available, the Tenant living in the unit not appropriately sized must either (1) move to the appropriate-sized unit within a reasonable period of time, as determined by NYCHA, but not upon less than thirty (30) days' notice from the Owner and/or Managing Agent, or (2) request a transfer voucher to relocate outside of the Development. This requirement to right size applies whether the Tenant's unit is on the PBV HAP Contract or the Owner is receiving a monthly housing assistance payment from NYCHA for the unit not appropriately sized. If the Owner is receiving a monthly housing assistance payment for the unit not appropriately sized, and the Tenant does not vacate this unit, NYCHA shall terminate the monthly housing assistance payment for the unit and the Tenant will cease to be a participant in NYCHA's Section 8 Program and may be subject to eviction by the Owner and/or Managing Agent.

2. PENALTIES FOR SUBMITTING FALSE INFORMATION

Knowingly giving the Owner and/or Managing Agent false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the Lease and constitutes grounds for termination of tenancy. In addition, the Tenant may be subject to civil and criminal penalties available under Federal law, including but not limited to fines and imprisonment.

3. CONTINUING TENANCY OBLIGATIONS

If this Lease is not the original lease signed by the Tenant and the Owner and/or Managing Agent, but is subsequent to an existing lease, the existing lease shall be deemed terminated upon the execution of this Lease. However, all non-payment or breaches of tenancy obligations arising under the Tenant's former lease shall remain enforceable under this Lease, without regard to whether the former lease was for the Leased Premises or for a different apartment, either in the Development or any other development of the Owner. All legal proceedings, including administrative actions, that commenced or could have commenced under the terms of the former lease may commence or continue under this Lease.

In Witness Whereof, the undersigned have executed this rider.

On the ____ day of _____, 20____.

Tenant:

Co-Tenant:

In the Presence of:

Owner:

By Managing Agent (*print and sign name*):