

**MODEL FORM**

## Hold Residents Accountable for Preventing Mold Growth

With the help of Steven M. McDonald, vice president and general manager-residential division at Westlake Realty Group, we have drafted a lease addendum that you can adapt for use at your site. The addendum: makes residents responsible for keeping their units clean and free of excess moisture (pars. 1 and 2); requires residents to report mold causing conditions to management (par. 3); makes them

liable to you as site owner or manager for damages caused by a violation of the addendum (par. 4); gives you the right to evict a resident for a violation (par. 5); and states that it supersedes and is incorporated into the lease (par. 6).

Consult an attorney before using this lease addendum at your tax credit site.

### LEASE ADDENDUM ON MOLD

To minimize the occurrence and growth of mold in the Unit occupied by a Resident, Resident hereby agrees to the following:

- 1. Moisture Accumulation.** Resident shall remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Unit at reasonable levels.
- 2. Unit Cleanliness and Ventilation.** Resident shall clean and dust the Unit regularly, and shall keep the Leased Unit—particularly kitchen and bath—clean and well-ventilated.
- 3. Notification of Management.** Resident shall promptly notify management in writing of the presence of the following conditions:
  - (i) A water leak, excessive moisture, or standing water inside the Unit;
  - (ii) A water leak, excessive moisture, or standing water in any site common area;
  - (iii) Mold growth in or on the Unit that persists after resident has tried several times to remove it with a household cleaning solution or a combination of water and bleach;
  - (iv) A malfunction in any part of the heating, air conditioning, or ventilation system in the Unit.
- 4. Liability.** Resident shall be liable to Owner/Manager for damages sustained to the Unit or to Resident's person or property as a result of Resident's failure to comply with the terms of this Addendum, and for any such damages caused by Resident's invitees, friends, or guests.
- 5. Violation of Addendum.** Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Owner/Manager shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.
- 6. ADDENDUM SUPERSEDES LEASE.** In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This LEASE ADDENDUM ON MOLD is incorporated into the lease executed or renewed on *[insert date]* between Owner/Manager and Resident.

RESIDENT'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S/MANAGER'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_