



**Bridges Program**  
ADDENDUM TO LEASE  
(Attach to Owner's Lease Form)

The following Terms are incorporated into the Lease between

\_\_\_\_\_ (the Owner or an authorized representative), and

\_\_\_\_\_ the Tenant) for the following dwelling unit:

\_\_\_\_\_ address, unit number, city, zip

**A. Bridges Contract.**

The Owner will enter into a Bridges Contract (Contract) with the Housing Agency under the Bridges Program of the Minnesota Housing Finance Agency. Under this Contract, the Housing Agency will make monthly housing subsidy payments to the Owner to assist the Tenant to lease the rental unit (dwelling unit) from the Owner.

**B. Conflict with Other Provisions of Lease.**

In case of any conflict between the provisions of these Terms and any other provisions of the Lease, these Terms prevail.

**C. Term of Lease.**

The term of the lease shall begin on \_\_\_\_\_ (month, day, year) and continue until: \_\_\_\_\_ (month, day, year) or until: terminated by the Owner in accordance with Section H, Paragraphs 1-4; terminated by mutual agreement during the term of the lease; the Owner's Contract with the Housing Agency is terminated; or the Housing Assistance terminates housing subsidy for the Tenant due to violation of Program obligations.

**D. Monthly Rent.**

1. \$\_\_\_\_\_ is the total monthly rent (Contract Rent) payable to the Owner during the term of the lease. This Contract Rent may not increase during the term of the lease.
2. The portion of the Contract Rent payable by the Tenant (Participant Rent) shall be an amount determined by the Housing Agency in accordance with Bridges Program requirements. The Participant Rent as determined by the Housing Agency is the maximum amount the Owner can require the Tenant to pay as rent for the dwelling unit, including all services, maintenance, and utilities to be provided by the Owner in accordance with the lease.

3. Each month, for so long as the Tenant is eligible for a housing subsidy, the Housing Agency will make a Bridges Subsidy Payment to the Owner on behalf of the Tenant in accordance with the Contract. The monthly Bridges Subsidy Payment is the difference between the Contract Rent and the Participant Rent.
  
4. The amount of the Participant Rent and Bridges Subsidy Payment are subject to change as determined by the Housing Agency during the term of the lease. Any change in the amount of the Participant Rent and Bridges Subsidy Payment and the effective date of the change will be stated in a written notice from the Housing Agency to the Tenant and the Owner. Initially and until further notice from the Housing Agency, the total monthly rent for the dwelling unit payable to the Owner shall be as follows:  
 \$\_\_\_\_\_ Participant Rent (payable monthly by the Tenant).  
  
 \$\_\_\_\_\_ Bridges Subsidy Payment (payable by the Housing Agency)

**E. Security Deposit.**

1. The Tenant has given \$\_\_\_\_\_ to the Owner as a security deposit. The Owner will hold the security deposit during the period the Tenant occupies the dwelling unit under the lease. In accordance with Minnesota law, the security deposit held by the owner shall bear simple interest in accordance with State of Minnesota Statute.
  
2. The Owner shall, within three (3) weeks after termination of the tenancy and receipt of the Tenant's mailing address or delivery instructions, return the deposit to the Tenant with interest or furnish to the Tenant a written statement showing the specific reason(s) why the Owner withheld any or all of the Tenant's security deposit. The Owner may withhold from the deposit only amounts reasonably necessary to: (a) remedy Tenant defaults in payment of rent or other amounts owed to the Owner pursuant to an agreement; or (b) restore the premises to their condition at the beginning of the tenancy, ordinary wear and tear excepted.

**F. UTILITIES AND APPLIANCES.**

1. The Owner shall provide the utilities, appliances, and services marked "yes" below without any additional charge to the Tenant. The cost of these utilities, appliances, and services is included in the Contract Rent. The utilities, appliances, and services marked "no" are not included in the Contract Rent and shall be paid or provided by the Tenant.

Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Heating  
 Lights  
 Cooking Fuel  
 Hot Water Heating

Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Sewer/Water  
 Trash Collection  
 Stove  
 Refrigerator

Y	N
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Lawn Care  
 Snow Removal  
 Other

2. The Owner shall be responsible for paying the cost of utilities for common areas including, but not limited to the costs of heating, cooling, and lighting common entry areas, hallways, stairways, and laundry areas. The Owner also shall be responsible for paying the costs of utilities for operating common facilities, including laundry appliances made available for tenants' use.

**G. Maintenance and Services.**

1. The Owner shall maintain the dwelling unit, equipment and appliances, and common areas and facilities so as to provide decent, safe, and sanitary housing in accordance with the housing quality standards for the Bridges Program, including the provision of all services, maintenance, and utilities required by the lease.

**H. Termination of Tenancy by Owner.**

1. The Owner shall not terminate the tenancy except for: (a) serious or repeated violation of the terms and conditions of the lease; (b) violation of federal, state, or local law which imposes obligations on the Tenant in connection with the occupancy or use of the dwelling unit and surrounding premises; or (c) other good cause.
2. The following are some examples of "other good cause" for termination of tenancy by the Owner: (a) a Tenant history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the dwelling unit or other property; (b) criminal activity by Tenant household members involving crimes of physical violence to persons or property; (c) the Owner's desire to use the dwelling unit for personal or family use or for a purpose other than use as a residential rental unit; or (d) a business or economic reason for termination of the tenancy, such as sale of the property, renovation of the dwelling unit, or desire to rent the dwelling unit at a higher rental. This list of examples is intended as a non-exclusive statement of some situations included in "other good cause", but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list.
3. The Owner may evict the Tenant from the dwelling unit only by instituting a court (unlawful detainer) action. The Owner must notify the Housing Agency in writing of the commencement of procedures for termination of tenancy at the same time that the Owner gives notice to the Tenant under state law. The notice to the Housing Agency shall be given by furnishing the Housing Agency with a copy of the notice or complaint served on the Tenant.

4. In accordance with Minnesota law, the Tenant agrees that the Tenant will not unlawfully allow controlled substances in the dwelling unit and that the dwelling unit, common areas, and the areas immediately surrounding the rental premises will not be used by the Tenant or others acting under the Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any criminal provisions of Minnesota Statutes Chapter 152. A breach of this covenant voids the Tenant's right to possess the dwelling unit but all other provisions of this lease, including the Tenant's obligation to pay rent, remain in effect until the lease is terminated by the terms of the lease or by operation of law. According to Minnesota law, if illegal drugs with a retail value of \$1000 or more are seized from the dwelling unit, common areas, or areas immediately surrounding the rental premises pursuant to a lawful search or arrest, the seizure constitutes unlawful possession of the dwelling unit by the Tenant and subjects the Tenant to eviction. The Owner is required by Minnesota law to start or authorize an eviction action against the Tenant within fifteen (15) days after notice of the seizure.

**I. Combining Notices.**

Any notices required under paragraph (H) of this section may be combined with and run concurrently with any notice required under State or local law.

**J. Non-Discrimination.**

The Owner shall not discriminate against the Tenant household in the provision of services or in any other manner because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status.

**K. Prior Agreements.**

Upon signing this lease addendum, this addendum together with the tenant's current lease shall constitute the total agreement of the parties, and any prior lease or agreement, oral or written, affecting this dwelling unit is null and void. No additional agreements or provisions, oral or written, may be added without approval of the Housing Agency.

**L. Effective Date.**

The lease has been signed by the Owner and Tenant on the condition that the Housing Agency will promptly execute a Bridges Contract with the Owner. Accordingly, the lease shall not become effective unless the Housing Agency has executed the Bridges Contract by the first day of occupancy specified in the lease.

**M. Prohibited Lease Provisions.**

Notwithstanding anything to the contrary contained in the Lease, any Lease provision which falls within the categories below will be inapplicable.

1. Confession of Judgment. Prior consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the Lease.

2. Seize or Hold Property. Authorization to the Owner to take property of the Tenant, or hold property of the Tenant, as a pledge or security until the Tenant meets any obligation which the Owner has determined the Tenant has failed to perform.
3. Excusing Owner from Responsibility. Agreement by the Tenant not to hold the Owner or Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
4. Waiver of Legal Notice. Agreement by the Tenant that the Owner may institute a lawsuit without notice to the Tenant.
5. Waiver of Legal Proceedings. Agreement by the Tenant that the Owner may evict the Tenant or hold or sell possessions of the Tenant household if the Owner determines that the Tenant has violated the Lease, without notice to the Tenant or any court decision on the rights of the parties.
6. Waiver of Jury Trial. Authorization to the Owner to waive the Tenant's right to a trial by jury.
7. Waiver of Right to Appeal Court Decision. Authorization to the Owner to waive the Tenant's right to appeal a decision on the ground of judicial error or to waive the Tenant's right to sue to prevent a judgment from being put into effect.
8. Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Owner decides to sue, whether or not the Tenant wins.

**SIGNATURES:**

OWNER		TENANT	
Print Name of Owner/Landlord		Print Name of Tenant	
Signature		Signature	
Date		Date	