Minnesota Housing Finance Agency
Housing Trust Fund and Ending Long-Term Homelessness Initiative Fund
Sponsor-Based Rental Assistance Program

LEASE ADDENDUM

The terms of this Addendum (the "Addendum") are incorporated into the Lease between

_____ (the "Owner") and

_____ (the "Tenant") for the following dwelling unit:

_____ (the "Dwelling Unit").
(address, unit number, city, zip)

1. Rental Subsidy Contract. The Owner will enter into a Rental Subsidy Contract with the sponsor of a rental assistance program (the "Sponsor") funded by the Minnesota Housing Finance Agency's Housing Trust Fund Program and Ending Long-Term Homelessness Initiative Fund the Minnesota Housing Finance Agency's Ending Long-Term Homelessness Initiative Fund the ("HTF/ELHIF Program") In accordance with the Rental Subsidy Contract, the Sponsor will make monthly Rental Subsidy Payments to the Owner on behalf of the Tenant to help the Tenant lease the Dwelling Unit from the Owner.

2. Conflict with Other Provisions of Lease. If there is any conflict between this Addendum and any provision of the Lease, this Addendum prevails.

3. Monthly Rent.

(a) The total monthly rent (the "Contract Rent") payable to the Owner during the term of the Lease is $_____. The Contract Rent must not increase during the term of the Lease.

(b) The portion of the Contract Rent payable by the Tenant (the "Tenant Rent") is an amount determined by the Sponsor in accordance with HTF/ELHIF Program requirements. The Tenant Rent as determined by the Sponsor is the maximum amount that the Owner can require the Tenant to pay as rent for the Dwelling Unit and must include all services, maintenance, and utilities to be provided by the Owner in accordance with the Lease.

(c) Each month during the term of the rental subsidy as set forth below, for so long as the Tenant is eligible for a rental subsidy under the HTF/ELHIF Program, the Sponsor will make a Rental Subsidy Payment to the Owner on behalf of the Tenant in accordance with the Rental Subsidy Contract. The Rental Subsidy Payment is the difference between the Contract Rent and the Tenant Rent, up to a maximum amount permitted by the HTF/ELHIF Program.

(d) The amounts of the Tenant Rent and the Rental Subsidy Payment are subject to change as determined by the Sponsor during the term of the Lease. Any change in the amount of the Tenant Rent and the Rental Subsidy Payment and the effective date of the change will be stated in a written notice from the Sponsor to the Tenant and the Owner. Initially and until further notice from the Sponsor, the amounts payable by the Tenant and the Administrator to the Owner are as follows:

$_____ Tenant Rent (payable by the Tenant)

$_____ Rental Subsidy Payment (payable by the Sponsor)

4. **Term of Rental Subsidy.** The Sponsor will begin making Rental Subsidy Payments to the Owner on _____ and will continue [until _____] OR [on a month-to-month basis]. The Rental Subsidy Contract and Payments may end sooner than this date if:

(a) The Tenant's monthly income is above the HTF/ELHIF Program income limits for four consecutive months;

(b) The Owner evicts the Tenant for (i) serious or repeated violation of the terms and conditions of the Lease or (ii) violation of federal, state, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the Dwelling Unit and the surrounding property; or

(c) The Owner's Rental Subsidy Contract with the Administrator is terminated.

(d) The Sponsor receives notice that the lease has been terminated

(e) The Owner receives notice that the Tenant is terminated from the HTF/ELHIF program

(f) the Owner fails to maintain the dwelling unit so that it meet the housing maintenance code of the local unit of government in which the dwelling unit is located, or the quality standards adopted by the United States Department of Housing and Urban Development.

5. **Security Deposit.** The Owner must handle any security deposit given to it by the Tenant in accordance with Minnesota law, specifically, Minnesota Statutes section 504B.178

6. **Maintenance.** The Owner must maintain the Dwelling Unit so that it meets meet the housing maintenance code of the local unit of government in which the Dwelling Unit is located, if such a code has been adopted, or the housing quality standards adopted by the United States Department of Housing and Urban Development, if no local housing maintenance code has been adopted.

7. **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, sexual orientation, or familial status.

8. **Prior Agreements.** Upon signing the Lease, any prior lease or agreement, oral or written, affecting the Dwelling Unit is null and void. No additional agreements or provisions, oral or written, may be added without approval of the Administrator.

9. **Effective Date.** This Addendum shall not become effective until the Owner and the Sponsor execute the Rental Subsidy Contract.

10. **Prohibited Lease Provisions.** Notwithstanding anything to the contrary contained in the Lease, any Lease provision that falls within the categories set forth below will be inapplicable.

(a) Agreement to be Sued. Agreement 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.

(b) Treatment of Property. Agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This provision does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the Dwelling Unit after the Tenant has moved out of the Dwelling Unit. The Owner may dispose of this personal property in accordance with Minnesota law.

(c) Excusing Owner from Responsibility. Agreement by the Tenant not to hold the Owner or the Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

(d) Waiver of Notice. Agreement by the Tenant that the Owner may institute a lawsuit without notice to the Tenant.

(e) Waiver of Legal Proceedings. Agreement by the Tenant that the Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

(f) Waiver of Jury Trial. Agreement by the Tenant to waive the Tenant's right to a trial by jury.

(g) Waiver of Right to Appeal Court Decision. Agreement by the Tenant to waive the Tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the Lease.

(h) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs of the Tenant loses.

Signature Page to Lease Addendum
(All adults 18 and over must sign)

OWNER

_____

Print or Type Name of Landlord

By:_____

Date Signed _____

_____

Print or Type Name and Title of Signatory

Telephone Number_____

TENANT

_____

Print or Type Name of Tenant

_____

Signature of Tenant

Date Signed _____

_____

Print or Type Name of Tenant

_____

Signature of Tenant

Date Signed _____

Telephone Number_____