

# HENNEPIN COUNTY

## MINNESOTA

### HOME Investment Partnerships Program LEASE ADDENDUM

This lease addendum adds the following paragraphs to the lease between a tenant and an owner of rental housing assisted with HOME Investment Partnerships Program (HOME) funds, as specified under HOME Federal HUD Regulations 24 CFR 92. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Hennepin Housing Consortium Rehabilitation Standards.** The owner shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition in accordance with the Consortium's Construction and Rehabilitation Standards.

**Lead Paint Disclosure.** For property built prior to January 1, 1978, owner has provided tenant with an EPA approved lead hazard information booklet and execute the Lead Based Paint Acknowledgement Disclosure form.

**Lease Term.** The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

**Prohibited Lease Terms.** The lease may **NOT** contain any of the following provisions:

- (1) *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;
- (2) *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 prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- (3) *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owners agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) *Waiver of notice.* Agreement of 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 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;
- (6) *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
- (7) *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- (8) *Tenant chargeable with cost of legal action regardless of outcome.* 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 if the tenant loses.

**Termination of Tenancy.** An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

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**Annual Income Review.** During the duration of lease, the tenant agrees to cooperate with the required recertification of annual household income determination process and sign a release of information form. Owner may terminate the lease or refuse to renew the lease for failure to cooperate if the tenant does not respond within thirty days of the initial notification to recertify.

**VAWA Protections** The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

- (1) The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- (2) The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Owner or authorized representative and tenant(s) have reviewed the above information and agree to the terms of this Lease Addendum and hereby acknowledge the receipt of a signed and dated copy hereof.

_____	_____	_____	_____
(Owner/Agent)	Date	(Tenant)	Date
		_____	_____
		(Tenant)	Date
		_____	_____
		(Tenant)	Date
		_____	_____
		(Tenant)	Date