

**LEASE ADDENDUM**  
**Anoka County HOME Investment Partnership Program**

This lease addendum adds the following paragraphs to leases between a tenant and an owner of rental housing assisted with HOME funds, as specified under HOME Federal HUD Regulations 24 CFR 92.253(b).

**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.

**Housing Quality Standards.** The owner shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).

**Disclosure of Information on Household Income and Composition.** The Lessee shall certify the household's income and composition by completing and signing a Tenant Survey or Tenant Income Certification as provided by Lessor. Lessee shall sign consents to third party income and asset verification as necessary and reasonably requested by Lessor.

- A. **Lease.** The duration of the lease between the tenant and the owner must be for not less than one year.
- B. **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.
- C. **Termination of Tenancy.** 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.
- D. **Tenant selection.** An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria that:
- (1) Are consistent with the purpose of providing housing for very low-income and low-income families;
  - (2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
  - (3) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
  - (4) Give prompt written notification to any rejected applicant of the grounds for any rejection.

(Owner)	Date	(Resident)	Date
		_____	_____
		(Resident)	Date