

Housing Assistance Payments Contract (HAP Contract) Bring It Home Rental Assistance

Minnesota Housing Finance Agency

Part C of HAP Contract: Tenancy Addendum

1. Bring It Home Rental Assistance Program

- a. The owner is leasing the Contract unit to the Tenant for occupancy by the Tenant's Family with assistance for a tenancy under the Bring It Home Rental Assistance Program, Minnesota Statute 462A.295. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PA under the Bring It Home Rental Assistance Program. Under the HAP contract, the PA will make housing assistance payments to the owner to assist the Tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PA a copy of the Lease, including any revisions agreed by the owner and the Tenant. The owner certifies that the terms of the Lease are in accordance with all provisions of the HAP contract and that the Lease includes or incorporates by reference this tenancy addendum.
- b. The Tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the Lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the Lease term, the Family will reside in the Contract unit with assistance under the tenant-based or PBV Bring It Home Rental Assistance Program.
- b. The composition of the Household must be approved by the PA. The Family must promptly inform the PA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the Household without prior written approval of the owner and the PA.
- c. The Contract unit may only be used for residence by the PA-approved Household members. The unit must be the Family's only residence. Members of the Household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the Family.
- d. The Tenant may not sublease or let the unit.
- e. The Tenant may not assign the Lease or transfer the unit.

4. Rent to Owner

- a. The initial Rent to owner may not exceed the amount approved by the PA in accordance with the PA and MHFA requirements.
- b. Changes in the Rent to owner shall be determined by the provisions of the Lease. However, the owner may not raise the rent during the initial term of the Lease.
 - (1) reasonable rent for the unit as most recently determined or redetermined by the PA in accordance with PA requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The Family is responsible for paying the owner any portion of the Rent to owner that is not covered by the PA housing assistance payment.
- b. Each month, the PA will make a housing assistance payment to the owner on behalf of the Family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PA in accordance with PA and MHFA requirements for a tenancy under the Bring It Home

program.

- c. The monthly housing assistance payment shall be credited against the monthly Rent to owner for the Contract unit.
- d. The Tenant is not responsible for paying the portion of Rent to owner covered by the PA housing assistance payment under the HAP contract between the owner and the PA. A PA failure to pay the housing assistance payment to the owner is not a violation of the Lease. The owner may not terminate the tenancy for nonpayment of the PA housing assistance payment.
- e. The owner may not charge or accept from the Family or from any other source, any payment for rent of the unit in addition to the Rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the Lease.
- f. The owner must immediately return any excess rent payment to the Tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner must disclose all nonoptional fees in the Lease agreement. The sum total of rent and all nonoptional fees must be described as the Total Monthly Payment and be listed on the first page of the Lease.
- c. The owner may not charge the Tenant extra amounts for items customarily included in Rent to owner in the locality or provided at no additional cost to unsubsidized Tenants in the Premises.

7. Maintenance, Utilities, and Other Services

- a. Maintenance
 - (1) The owner must maintain the unit and Premises in accordance with the PA inspection standards. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. Utilities and appliances
 - (1) The owner must provide all utilities needed to comply with the PA inspection standards.
 - (2) The owner is not responsible for a breach of the PA inspection standards caused by the Tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the Tenant.
 - (b) Provide and maintain any appliances that are to be provided by the Tenant.
- c. Family damage. The owner is not responsible for a breach of the PA inspection standards because of damages beyond normal wear and tear caused by any member of the Household or by a guest.
- d. Housing services. The owner must provide all housing services as agreed to in the Lease.

8. Termination of Tenancy by Owner

- a. Requirements. The owner may only terminate the tenancy in accordance with the Lease and HAP Contract requirements.
- b. Grounds. During the term of the Lease (the initial term of the Lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the Lease;
 - (2) Violation of tribal, federal, state, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the unit and the Premises;

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- a. Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any tribal, federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

10. Eviction by court action

The owner may only evict the Tenant by a court action.

11. Owner notice of grounds

- (1) Before the beginning of a court action to evict the Tenant, the owner must give the Tenant a notice, which complies with any notice period required by applicable tribal, state, or local law, that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PA a copy of any owner eviction notices at the same time the owner notifies the Tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under tribal, state or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the Lease terminates automatically.

13. PA Termination of Assistance

The PA may terminate program assistance for the Family for any grounds authorized in accordance with PA and BIH requirements. If the PA terminates program assistance for the Family, the Lease terminates automatically.

14. Family Move Out

- a. The Tenant must notify the PA and the owner before the Family moves out of the unit.
- b. The owner must notify the Tenant in writing of the Tenant's option to request a move-out inspection, and their right to be present at the inspection. If the Tenant requests the inspection, it shall occur no earlier than five days prior to the termination of the Lease.

15. Security Deposit

- a. The owner may collect a security deposit from the Tenant. When the Family moves out of the Contract unit, the owner, subject to tribal, state and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the Tenant, any damages to the unit beyond ordinary wear and tear or any other unpaid fees the Tenant agreed to in the Lease.
- b. The owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the Tenant as required under tribal, state or local law.
- c. If the security deposit is not sufficient to cover amounts the Tenant owes under the Lease, the owner may collect the balance from the Tenant.

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, familial status, marital status, status with regard to public assistance, or disability in connection with the Lease.

17. Conflict with Other Provisions of Lease

In case of any conflict between the provisions of the tenancy addendum as required by MHFA, and any other provisions of the Lease or any other agreement between the owner and the Tenant, the requirements of the MHFA-required tenancy addendum shall control.

18. Changes in Lease or Rent

- a. The Tenant and the owner may not make any change in the tenancy addendum. However, if the Tenant and the owner agree to any other changes in the Lease, such changes must be in writing, and the owner must immediately give the PA a copy of such changes. The Lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, Tenant-based assistance shall not be continued unless the PA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in Lease requirements governing Tenant or owner responsibilities for

utilities or appliances;

(2) If there are any changes in Lease provisions governing the term of the Lease;

(3) If the Family moves to a new unit, even if the unit is in the same building or complex.

- c. PA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the Lease other than as specified in paragraph b.
- d. The owner must notify the PA of any changes in the amount of the Rent to owner at least sixty days before any such changes go into effect, and the amount of the Rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PA in accordance with PA and BIH requirements.

19. Notices

Any notice under the Lease by the Tenant to the owner or by the owner to the Tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the Tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PA and the owner. The PA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the Contract unit. The Household consists of the Family and any PA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the Family who is a person with disabilities.)

Lease. The written agreement between the owner and the Tenant for the Lease of the Contract unit to the Tenant. The Lease includes the tenancy addendum prescribed by PA.

PA. Program Administrator.

Premises. The building or complex in which the Contract unit is located, including common areas and grounds.

Program. The Bring It Home Rental Assistance Program.

Rent to owner. The total monthly rent payable to the owner for the Contract unit. The Rent to owner is the sum of the portion of rent payable by the Tenant plus the PA housing assistance payment to the owner.

Tenant. The Family member (or members) who Leases the unit from the owner.