



**CITY OF SUNNYVALE  
BMR RENTAL HOUSING PROGRAM**

456 W. Olive Avenue  
Sunnyvale, CA 94086  
(408) 730-7456  
Fax: (408) 737-4906

**ADDENDUM TO BMR LEASE**

Property Name: \_\_\_\_\_

In accordance with the City of Sunnyvale Administrative Procedures of the Below Market Rate Rental Housing Program, this addendum is an attachment to the Lease Agreement dated \_\_\_\_\_.

Between \_\_\_\_\_  
(Lessor)

and \_\_\_\_\_ for the unit designated as  
(Lessee)

\_\_\_\_\_  
(Complete Address) Unit Number \_\_\_\_\_

**LEASE RESTRICTIONS**

Notwithstanding any other provisions of this lease, the following shall apply:

1. The term of this lease shall commence on \_\_\_\_\_, 20\_\_ and shall continue from that date
  - a. on a month-to-month basis and continue for successive terms of one month each until either Lessor or Lessee terminate the tenancy in accordance with the terms of the lease.
  - b. for a period of \_\_ months expiring on \_\_\_\_\_ 20\_\_. The lessee may terminate the lease by providing a written 30-day notice to manager without penalty, to purchase a home through the City's Below Market Rate Home Ownership Program.
2. The BMR unit:
  - a) must be continuously occupied by the primary BMR certified lessee signing this Lease addendum as their domicile, and
  - b) annually the tenant shall complete and provide to the property owner/manager the Annual Certification of Occupancy and Income by BMR Renter(s) confirming that the tenant continues to occupy the unit on a full time continuous basis as their domicile.

Failure to complete and provide the Annual Certification of Occupancy and Income by BMR Renter(s) within thirty (30) days of a written request from the property owner/manager shall cause this lease to automatically terminate, and the tenant(s)

must thereupon vacate the unit within thirty (30) days of a written notice from the property owner/manager unless tenant is notified in writing by property owner/manager that Section 5 of this addendum shall apply.

3. Tenant shall, annually, prior to renewal of this lease, re-certify their eligibility and verify under penalty of perjury under the laws of the State of California that the household continues to meet the eligibility criteria for occupancy of a BMR rental unit. In the event that the tenant's household no longer meets the eligibility criteria for occupancy of a BMR rental unit, as a result of increased income or other factor, then at the end of the lease term, the tenant must vacate this unit, unless tenant is notified in writing by property owner/manager that Section 5 of this addendum shall apply.
4. A new lessee may be added to the lease. If the initial certified BMR occupants and lessees fail to occupy the unit, the new tenants cannot be substituted. If a lessee fails to occupy the unit for a period in excess of sixty (60) days this lease shall automatically terminate, become null and void and all other occupants must vacate the unit within thirty (30) days written notice from the property owner/manager unless tenants are notified in writing by property owner/manager that Section 5 of this addendum shall apply.
5. If the tenant fails to comply with Sections, 2, 3, or 4 above, the property owner/manager may immediately designate another comparable unit as a BMR unit to be leased under the controlled rental price and requirements of the BMR program. If a comparable unit is designated, then the lessee need not vacate this unit, but may continue to lease this unit at the current market rent. As of this date, the market rent of a comparable unit is \$ \_\_\_\_\_ per month and is subject to change.

\_\_\_\_\_  
*Lessee (Signature)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Lessee (Signature)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Property Manager/Owner (Signature)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Property Manager/Owner (Print Name)*

\_\_\_\_\_  
Date