Rental Assistance Agreement between ESG CARES Subrecipient and Landlord

Emergency Solutions Grants Program Coronavirus Aid Relief and Economic Security Act (ESG CARES)

This Agreement covers ESG CARES Tenant-Based Rental Assistance

(Contact the Texas Department of Housing and Community Affairs if Project-based)

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| --- | --- |
| ***ESG CARES Subrecipient:*** | ***Contract Number:*** |
| ***Tenant Name:*** | |
| ***Address of Unit being Rented:*** | |
| ***Name of apartment complex, as applicable:*** | |
| ***Landlord Name:*** | |
| ***Landlord Address:*** | ***Phone:*** |

This Rental Assistance Agreement applies only to the above-referenced Tenant household and rental unit.

*Assistance under the ESG CARES Rental Assistance Program is not guaranteed. Assistance will be terminated if:*

* *At any re-examination Tenant’s income is greater than the published income limit for the program; or*
* *Tenant is evicted from the assisted unit; or*
* *Tenant moves out of the assisted unit; or*
* *Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate.*

*In the event of termination of rental assistance, the ESG CARES Subrecipient will provide at least thirty (30) days notice to Tenant.*

***Please note: The Rental Assistance Agreement does not take the place of the lease between the landlord and the tenant.***

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| **TDHCA logo_transparent_small** | **Texas Department of Housing and Community Affairs**  Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711  Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: info@tdhca.state.tx.us Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us)  *Reasonable accommodations will be made for persons with disabilities.*  *Language assistance will be made available for persons with limited English proficiency.* | Eq Hsng logo transparant |

# Rental Assistance Agreement

##### *ESG CARES Rental Assistance*

**A. Terms of Agreement**

The term of this Rental Assistance Agreement begins on       and ends on      .

**B. Rental Application Fee**

ESG CARES Subrecipient will pay a Rental Application Fee to Landlord in the amount of $      .

**C. Security Deposit**

1. ESG CARES Subrecipient will pay a Security Deposit to Landlord in the amount of $      .
2. Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated      .
3. Landlord will comply with state and local laws regarding interest earned on Security Deposits. After Tenant has moved from the rental unit, Landlord may, subject to state and local law, use the Security Deposit, including any interest earned on the deposit in accordance with state and local laws, as reimbursement for rent or any other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and the amount allocated to each item. After deducting the amount used as reimbursement to Landlord, Landlord will promptly refund the full amount of any remaining balance to Tenant.
4. Landlord will immediately notify ESG CARES Subrecipient when Tenant has moved out from the rental unit.

**D. Utility Deposit**

1. If utilities, to include as applicable electricity, gas, water and sewer, are included as part of the rental payment, ESG CARES Subrecipient will pay a Utility Deposit to the Landlord as required in the amount of $     .

2. The Landlord will hold this Utility Deposit during the period in which Tenant occupies the rental unit under the Lease. After Tenant has moved from the rental unit, the Landlord may use the Utility Deposit as reimbursement for amounts owed to Landlord for utilities. After deducting the amounts owed, the Landlord will promptly refund the full amount of any remaining Utility Deposit balance to ESG CARES Subrecipient.

3. If utilities are not included as part of the rental payment, ESG CARES Subrecipient will pay a Utility Deposit directly to the utility provider as required.

**E. Rental Arrears**

ESG CARES Subrecipient will pay Rental Arrears to Landlord in the amount of $     .

**F. Rent Restrictions and Amounts Payable by Administrator**

1*. Rent Restrictions.* Rental Assistance may not be provided for a housing unit, unless the total rent for the unit complies with HUD’s standard of rent reasonableness, as established under 24 C.F.R 982.507. ESG CARES Subrecipient must maintain written documentation evidencing compliance with rent restrictions.

2*. Monthly Rent.* The monthly rent payable to Landlord by ESG CARES Subrecipient for the term of this Rental Assistance Agreement is $     .

Of this amount, the Tenant-Paid Portion is $      and the amount to be paid by the ESG CARES Subrecipient is $     .

3. *Payment Due Date*. As stated in the Tenant’s lease:

a. The payment due date is      .

b. The grace period for payment is      .

c. Late payment penalty requirements are      . ESG CARES Subrecipient will not use ESG CARES program funds to pay late payment penalty costs.

4. *Rent Adjustments*. With no less than sixty (60) days notice to ESG CARES Subrecipient, Landlord may propose a reasonable rent adjustment to be effective following termination of this Rental Assistance Agreement. The proposed rent may be rejected by ESG CARES Subrecipient. ESG CARES Subrecipient may reject the proposed rent by providing both Landlord and Tenant thirty (30) days notice of intent to terminate the Rental Assistance Agreement.

5.Neither ESG CARES Subrecipient nor TDHCA nor the United States Department of Housing and Urban Development HUD) assumes any obligation for payment of any claim by Landlord against Tenant. ESG CARES Subrecipient’s obligation is limited to making rental payments on behalf of Tenant in accordance with this Rental Assistance Agreement.

6. *Payment Conditions.* The right of Landlord to receive payments under this Rental Assistance Agreement will be subject to compliance with all the provisions of the Rental Assistance Agreement. *Landlord agrees that the endorsement on the check or acceptance via direct deposit will be conclusive evidence that Landlord received the full amount due for the month, and will be a certification that:*

1. The rental unit is in decent, safe, and sanitary condition in compliance with Minimum Habitability Standards (MHS) and that Landlord is providing the services, maintenance, and utilities agreed to in the Lease;
2. The Contract unit is leased to and occupied by Tenant;
3. Landlord has not received and will not receive any payments as rent for the rental unit other than those identified in this Rental Assistance Agreement; and
4. To the best of Landlord’s knowledge, the unit is used solely as the principal place of residence of Tenant and his/her household.

**G. Minimum Habitability Standards (MHS) and Landlord-Provided Services**

1. Landlord agrees to maintain and operate the rental unit and related facilities in decent, safe, and sanitary housing in accordance with 24 C.F.R Section 576.403(c), and provide all of the services, maintenance and utilities agreed to in the Lease.
2. ESG CARES Subrecipient and/or TDHCA will have the right to inspect the rental unit and related facilities at least annually and at such other times as may be necessary to ensure the unit is in decent, safe, and sanitary condition, and that it is in compliance with MHS, and that required maintenance, services and utilities are provided.
3. If ESG CARES Subrecipient and/or TDHCA determine that Landlord is not meeting these obligations, ESG CARES Subrecipient and/or TDHCA will have the right, even if Tenant continues in occupancy, to terminate payment of the rent and/or terminate this Rental Assistance Agreement.

**H. Lead-Based Paint**

1. All housing constructed before 1978 is affected by Lead-Based Paint (“LBP”) regulations.
2. Notification: Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead hazard-reduction activities. Multiple notifications may be required. Landlord must provide to Tenant the HUD pamphlet “Protect Your Family from Lead in Your Home”, available in English, Spanish and other languages, as appropriate at <http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/healthyhomes/lead>
3. Disclosure: Landlord must inform Tenant regarding presence (or non-presence) of lead-based paint by providing the HUD notice “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” (available at <http://www.hud.gov/offices/cpd/affordablehousing/training/web/leadsafe/usefulforms/>) and obtaining Tenant’s initials and signature(s) in the appropriate sections.
4. If potential lead hazards have been identified and lead hazard reduction activities have not been accomplished, or if the Landlord is not able to certify that no lead hazards exist, then ESG CARES Subrecipient shall not enter into a Rental Assistance Agreement with the Landlord.

**I. Violence Against Women Act (VAWA) Protections**

1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault 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 domestic violence, dating violence, sexual assault or stalking 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.
3. The Landlord must permit the tenant to terminate the lease without penalty if the ESG CARES Subrecipient determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).

**J. Termination of Tenancy**

Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify ESG CARES Subrecipient in writing when eviction proceedings are begun and must provide the ESG CARES Subrecipient a copy of any notice to the Tenant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the Tenant. Landlord will provide ESG CARES Subrecipient with a copy of the required notices to Tenant.

K**. Fair Housing Requirements**

1. *Non-discrimination.* Landlord will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, disability, or familial status. The obligation of Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, HUD, and ESG CARES Subrecipient, any of which will be entitled to affect any of the remedies available by law to redress any breach or to compel compliance by Landlord.
2. *Cooperation in Quality Opportunity Compliance Reviews.* Landlord will comply with ESG CARES Subrecipient, TDHCA, and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.
3. **ESG CARES Subrecipient and HUD Access to Landlord Records**
4. Landlord will provide any information pertinent to this Rental Assistance Agreement which ESG CARES Subrecipient, TDHCA, or HUD may reasonably require.
5. Landlord will permit ESG CARES Subrecipient, TDHCA, or HUD (or any of their authorized representatives) to have access to the premises for purposes of audit and examination and to have access to any books, documents, papers and records of Landlord to the extent necessary to determine compliance with this Rental Assistance Agreement.

**M. Rights of ESG CARES Subrecipient if Landlord Breaches the Rental Assistance Agreement**

1. Any of the following will constitute a breach of this Rental Assistance Agreement:
2. If Landlord has violated any obligation under this Rental Assistance Agreement; or
3. If Landlord has demonstrated any intention to violate any obligation under this Rental Assistance Agreement; or
4. If Landlord has committed any fraud or made any false statement in connection with this Rental Assistance Agreement, or has committed fraud or made any false statement in connection with any federal housing assistance program.
5. ESG CARES Subrecipient’s rights and remedies under this Rental Assistance Agreement include recovery of overpayments, termination or reduction of payments, and termination of the Rental Assistance Agreement. If ESG CARES Subrecipient determines that a breach has occurred, ESG CARES Subrecipient may exercise any of its rights or remedies under this Rental Assistance Agreement. ESG CARES Subrecipient will notify Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by ESG CARES Subrecipient to Landlord may require Landlord to take corrective action by a time prescribed in the notice.
6. Any remedies employed by ESG CARES Subrecipient in accordance with this Rental Assistance Agreement will be effective as provided in a written notice by ESG CARES Subrecipient to Landlord. ESG CARES Subrecipient’s exercise or non-exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time.

**N. ESG CARES Subrecipient’s Relation to Third Parties**

1. ESG CARES Subrecipient does not assume any responsibility for, or liability to, any person injured as a result of Landlord’s action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by Landlord.
2. Landlord is not the agent of ESG CARES Subrecipient and this Rental Assistance Agreement does not create any relationship between ESG CARES Subrecipient and any lender to Landlord or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Rental Assistance Agreement.
3. Nothing in this Rental Assistance Agreement will be construed as creating any right of Tenant or a third-party (other than HUD) to enforce any provision of this Rental Assistance Agreement or to assess any claim against HUD, ESG CARES Subrecipient, or Landlord under this Rental Assistance Agreement.

**O. Conflict of Interest Provision**

No employee of ESG CARES Subrecipient who formulates policy or influences decisions with respect to the ESG CARES Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercises his/her functions or responsibilities with respect to the ESG CARES Rental Assistance Program, will have any direct or indirect interest during this person’s tenure or for one year thereafter, in this Rental Assistance Agreement or in any proceeds or benefits arising from the Rental Assistance Agreement or to any benefits which may arise from it.

**P. Transfer of the Contract**

Landlord will not transfer this Rental Assistance Agreement in any form.

**Q. Entire Agreement: Interpretation**

1. This Rental Assistance Agreement contains the entire agreement between Landlord and ESG CARES Subrecipient. No changes in this Rental Assistance Agreement will be made except in writing signed by both Landlord and ESG CARES Subrecipient.
2. This Rental Assistance Agreement will be interpreted and implemented in accordance with HUD requirements.

**R. Warranty of Legal Capacity and Condition of Unit**

1. Landlord warrants:
2. The rental unit is in decent, safe, and sanitary condition as defined in 24 C.F.R. Section 576.403(c) and in compliance with MHS; and
3. Landlord has the legal right to lease the dwelling unit covered by this Rental Assistance Agreement during the Rental Assistance Agreement term.
4. The party, if any, executing this Rental Assistance Agreement on behalf of Landlord, hereby warrants that such authorization has been given by Landlord to execute it on behalf of Landlord.

***Notice to Rental Assistance Tenants:***

*Rental assistance provided through the ESG CARES Rental Assistance Program is limited to the amount indicated below (ESG CARES Subrecipient select applicable time):*

*a maximum of twenty-four (24) months over a three-year (3) period, including arrears.*

*a maximum of twelve (12) months over a three-year (3) period, excluding arrears.*

*Rental Assistance will not be provided to a Tenant receiving another type of rental assistance through other public sources.*

*Tenant’s Initials:*

**Signature of Tenant: Date:**

**Signature of Tenant: Date:**

**Signature of Landlord: Date:**

**Signature of ESG Subrecipient’s Authorized Representative: Date:**

**WARNING: Title 18, Section 1001 of the U. S. Code provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than $10,000 or imprisoned for not more than five years, or both.**