# HOME TBRA LANDLORD CONTRACT

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| LANDLORD NAME & ADDRESS  Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | UNIT NO. & ADDRESS | TENANT NAME |

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| --- | --- |
| Household Information | |
| Names of all individuals  on the lease |  |
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The persons listed above may reside in the unit during the terms of this agreement. Additional persons may not be added to the household with prior written approval of the landlord/owner and TBRA Administrator. List additional persons on separate sheet.

This HOME TBRA Contract ("Contract") is entered into between , Local Program Administrator (LPA) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. **TERM OF THE CONTRACT**

The term of this Contract shall begin on (first day of the lease) and end no later than\_\_\_\_\_\_(maximum of 2 years to equal maximum Tenant contract allowed). The Contract automatically terminates on the last day of the term of the Lease.

1. **SECURITY DEPOSIT (If applicable, if not cross out and mark N/A)**
   1. The LPA will pay a security deposit to the Landlord in the amount of $\_\_\_\_\_\_\_\_\_\_. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
   2. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the [Tenant].
2. **RENT PAYABLE BY TENANT AND LPA**

*Rent Payments*. The total monthly rent payable to the Landlord is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*Tenant Share of the Rent* Tenant's share of the rent shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

***LPA*** *Share of the Rent*. LPA's share of the rent shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Neither the LPA nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Landlord against the Tenant. The LPA's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

*Rent Reasonableness.* Rent will be reviewed for reasonableness as compared to other rents being charged to unassisted rental units. Lease can be denied if rent is determined to be unreasonable.

*Rent Adjustments*. 60 days notice is required to the Tenant and the LPA for reasonable adjustments. The proposed rent may be rejected. The Tenant may reject the proposed rent by providing the Landlord 30 LPA rejects the proposed rent, the program administrator must give both the Tenant and the Landlord 30 days notice of intent to terminate the Contract.

*Payment Conditions*. The right of the Landlord to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

*Overpayments*. If the LPA determines that the Landlord is not entitled to payments received, in addition to other remedies, the LPA may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Contract. Should there be no contracts for reduction, the Landlord will be responsible for repaying funds to LPA.

1. **HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES**
   1. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing, including all of the services, maintenance and utilities agreed to in the Lease.
   2. The LPA shall have the right to inspect the Contract unit and related facilities at such times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
   3. If the LPA determines that the Landlord is not meeting these obligations, the LPA shall have the right, even if the Tenant continues in occupancy, to terminate payment of the LPA's share of the rent and/or terminate the Contract.
2. Lease Requirements
   1. A new written lease with a term of at least one year or other term agreed upon by both parties must be executed to run with this agreement. It must be between Landlord and the Tenant, signed by both parties and approved by the LPA. If the lease cannot be approved, the Landlord will have an opportunity to correct the problem, or the Tenant can begin to look for another unit.
   2. The lease may not contain the following provisions:

* Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the Landlord in a lawsuit brought about the lease.
* Agreement by the tenant that the Landlord may take, hold or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out).
* Agreement by the tenant not to hold the Landlord or its agents legally responsible for any action or failure to act, whether intentional or negligent.
* Agreement by the tenant that the Landlord may institute a lawsuit without notice to the tenant.
* Agreement that the Landlord may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the Landlord.
* Agreement by the tenant to waive a trial by jury.
* Agreement by the tenant to waive the tenant’s right to appeal or otherwise challenge a court decision.
* Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.
  1. The lease must contain the following:
  + Provide notice of the following information as applicable related to the previous flood history and current flood risk of the leased premises:
    - whether any or all of the leased premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain;
    - whether any or all of the leased premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area;
    - whether any or all of the leased premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area; and
    - whether the leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow.
  + The following notice to tenants: "Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered."
  1. Review of Lease

The lease was reviewed and approved on \_\_\_\_\_\_\_\_\_\_\_ (date) and complies with the requirements outlined within this agreement.

\_\_\_\_\_\_ (LPA initials)

1. **TERMINATION OF TENANCY**

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the LPA in writing when eviction proceedings are begun. This may be done by providing the LPA with a copy of the required notice to the tenant.

1. **FAIR HOUSING REQUIREMENTS**
   1. *Nondiscrimination*. The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the Department of Housing and Urban Development, and the LPA, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
   2. *Cooperation in Quality Opportunity Compliance Reviews*. The Landlord shall comply with the LPA 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.
2. **Violence Against Women Act (VAWA) Lease Addendum** 
   1. Applicants and tenants may not be denied admission or evicted from housing because the applicant or tenant has been the victim of a crime protected under the Violence Against Women Act, if otherwise qualified for the housing.
   2. The Landlord must execute a VAWA lease addendum provided by the LPA as a condition of receiving rental payments.
3. **LPA AND HUD ACCESS TO LANDLORD RECORDS**
   1. The Landlord shall provide any information pertinent to this Contract which the LPA or HUD may reasonably require.
   2. The Landlord shall permit the LPA or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.
4. **BREACHES OF CONTRACT**
   1. Any of the following shall constitute a breach of the Contract:
      1. If the Landlord has violated any obligation under this Contract; or
      2. If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
      3. If the Landlord has committed any fraud or made any false statement in connection with the Contract or has committed fraud or made any false statement in connection with any Federal housing assistance program.
   2. The LPA’s right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the LPA determines that a breach has occurred, the LPA may exercise any of its rights or remedies under the Contract. The LPA shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
   3. Any remedies employed by the LPA in accordance with this Contract shall be effective as provided in a written notice by the LPA to the Landlord. The (LPA's) exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.
5. **RELATION TO THIRD PARTIES**
   1. The LPA does not assume any responsibility for, or liability to, any person injured as a result of the 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 the Landlord.
   2. The Landlord is not the agent of the LPA and this Contract does not create or affect any relationship between the LPA and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
   3. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the LPA or the Landlord under this Contract.
6. **CONFLICT OF INTEREST PROVISIONS**
   1. No employee of the LPA who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.
7. **TRANSFER OF THE CONTRACT**

The Landlord shall not transfer in any form this Contract without the prior written consent of the LPA. The LPA shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the LPA) to comply with all terms and conditions of this Contract.

1. **ENTIRE AGREEMENT: INTERPRETATION**
   1. This Contract contains the entire agreement between the Landlord and the LPA. No changes in this Contract shall be made except in writing signed by both the Landlord and the LPA.
   2. The Contract shall be interpreted and implemented in accordance with HUD requirements.
2. **WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**
   1. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
   2. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

*Must be signed and dated prior to commitment (set up) of HOME funds.*

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| --- | --- |
| Landlord Name (Type & Print): | LPA Representative (Type & Print): |
| (Signature/Date) | (Signature/Date) |

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

LANDLORD'S CHECK TO BE MAILED TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME(S)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ SIGNATURE OF LANDLORD DATE