

Housing Assistance Payment Agreement between (ESG Subrecipient) and Landlord

This agreement covers ESG “Tenant-Based” Rental Assistance (TBRA).

ESG Subrecipient :	Contract Number:
Tenant Name:	
Address of Unit supported by TBRA:	
Additional members of the household:	
Landlord Name:	
Landlord Address:	
Landlord Phone:	Landlord Email:

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

Assistance under the ESG 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 Subrecipient will provide at least (30) days notice to Tenant.

During the term of the agreement, Owner must give Agency a copy of any notice to Tenant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against Tenant. [24 CFR 576.106(e).]

Please note: The Rental Assistance Agreement does not replace the lease between the landlord and the tenant and is not valid without a completed lease between the landlord and the tenant.

Rental Assistance Agreement
ESG Rental Assistance

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

A. Rental Application Fee

ESG Subrecipient will pay a Rental Application Fee to the Landlord in the Amount of \$_____.

B. Security Deposit

- a. **ESG Subrecipient** will pay a Security Deposit to Landlord in the amount of \$_____.
- b. Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated _____.
- c. Landlord shall provide to the tenant the terms and conditions under which the prepaid rent or security deposit or portions of them may be withheld by the landlord.
- d. After Tenant has moved out 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.
- e. Landlord will give **ESG Subrecipient** 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 **ESG Subrecipient**.
- f. Landlord will immediately notify **ESG Subrecipient** when Tenant has moved out from the rental unit.

Rent Restrictions. Rental Assistance may not be provided for a housing unit, unless the total rent for the unit does not exceed the fair market rent established by HUD, as provided under 24 C.F.R §982.503 and complies with HUD's standard of rent reasonableness, as established under 24 C.F.R 982.507.

C. VAWA Protections. Owner agrees to abide by the following requirements:

- a. The Landlord may not consider incidents of domestic violence, dating violence 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.

- b. The Landlord may not consider criminal activity directly relating to abuse, 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.
- c. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

D. The monthly rent payable for the unit referenced in this contract according to the lease signed by both the landlord and the tenant is \$____

- a. Of this amount, the Tenant will pay \$____ and the amount to be paid by the **ESG Subrecipient** is \$____ for the length of this rental assistance contract.
- b. Payment due date: _____
 - i. The grace period for payment is: _____
 - ii. Late penalty payments are: _____

E. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an “O”. The tenant shall provide or pay for the utilities/appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify Fuel Type: (Natural gas, electric, oil etc.)	Paid By (specify landlord or tenant)
Heating		
Cooking		
Water Heating		
Other Electric		
Water/Sewer		
Trash Collecting		
Other (Specify)		

Signatures

ESG Subrecipient Organization Name: _____

Name and Title of Signatory: _____ Date: _____

Signature of ESG Subrecipient Representative: _____ Date: _____

Tenant Name: _____ Signature: _____ Date: _____

Landlord Name: _____ Signature: _____ Date: _____