# PERMANENT SUPPORTIVE HOUSING (PSH)

# RENTAL ASSISTANCE PAYMENT CONTRACT

|  |  |
| --- | --- |
| Landlord (name): | |
| Dwelling Unit (complete address): | |
| Tenant (Head of Household name): | HMIS #: |
| Authorized Occupants in addition to the person named above, if any (names): | |

This PSH Rental Assistance Payment Contract ("Contract") is entered into between the **Cape Fear Council of Governments** (“Program Administrator”) and the Landlord for the benefit of the Tenant household named above. This Contract applies only to the Household and the Dwelling Unit (“Unit”) identified above.

**1. TERM OF THE CONTRACT**

The term of this Contract will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_ [first day of tenant lease] and will automatically renew on a month to month bases as of the last day of the term of the lease between the Landlord and Tenant dated \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Lease”). In the absence of presentation of a new lease agreement and appropriate notice as cited in section 2B, payments will continue at a rate based on the most recent fully executed lease agreement.

**2. RENT**

A. *Initial Rent*. The initial total monthly rent payable to the Landlord for the first twelve months of this Contract is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per the terms of the lease.

B. *Rent Adjustments*. The owner must provide a minimum of a **60**-day written notice to the Tenant and the Program Administrator of a propose a reasonable adjustment to be effective with the renewal date of the lease. Rent adjustments are permitted only once within a 12-month period. The proposed rent may be rejected by the Tenant by providing the Landlord with a minimum of a 30-Day written notice of intent to vacate. Adjustments to the rent must be reasonable and not to exceed the Fair Market Rent (FMR) for the size and type of unit, less any tenant paid utilities. The Program Administrator may reject proposed rents that are not reasonable for the unit’s size, type, and location with written notice to the Tenant and the Landlord.

C. *Tenant Rent Portion*. Initially, the Tenant's share of the rent will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The tenant rent portion is redetermined at least annually and during the term of the lease when the Tenant’s eligibility for assistance changes. The Program Administrator will provide written notice to the Tenant and the Landlord approximately 30 days prior to the effective date of the change.

D. *Rental Assistance Payment*. Initially, the Program Administrator will pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Neither the Program Administrator, the Continuum of Care, nor HUD assumes any obligation for the Tenant's portion of the rent, or for payment of any claim by the Owner against the Tenant. The Program Administrator’s financial obligation is limited to making rental assistance payments on behalf of the Tenant in accordance with this Contract.

E. *Payment Conditions*. The right of the Landlord to receive payments under this Contract is subject to compliance with the provisions of the Contract. The Landlord will receive rental assistance payments on or about the first day of the month for which the payment is due. The tenant agrees to pay his/her rent portion on or about the first and before the date late charges may be incurred in accordance with the lease.   
  
The Landlord agrees that the acceptance of the rental assistance payment (via direct deposit or endorsement of the check) is conclusive evidence that the Landlord received the full amount due for the month, and is a certification that:

1. the Unit is in decent, safe, and sanitary condition,
2. that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.

3. the Unit is leased to and occupied by the Tenant, and

4. the Landlord has not and will not receive any payments as rent for the Unit other than those identified in this Contract. Total monthly rent amount, as set forth in the Lease and this Contract, includes all services provided per the lease, maintenance, utilities, and appliances to be provided by the Landlord in accordance with the Lease and as identified in the table below. The Landlord must immediately return any excess rent payment collected from the Tenant or the Program Administrator directly to the party from whom the excess payment was collected.

| Item | Fuel Type | | | | | | Responsible Party | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Natural  Gas | LP  Gas | Electric | Heat  Pump | Oil | Other  (specify) | Landlord | Tenant |
| Heating |  |  |  |  |  |  |  |  |
| Cooking |  |  |  |  |  |  |  |  |
| Water Heating |  |  |  |  |  |  |  |  |
| Other Electric |  | | | | | |  |  |
| Water |  | | | | | |  |  |
| Sewer |  | | | | | |  |  |
| Trash Collection |  | | | | | |  |  |
| Other Utilities (specify) |  | | | | | |  |  |
|  | Appliances | | | | | |  |  |
| Refrigerator |  | | | | | |  |  |
| Range/Microwave |  | | | | | |  |  |
| Air Conditioning |  | | | | | |  |  |

5. to the best of the Landlord's knowledge, the Unit is used solely as the Tenant's principal place of residence.

6. the Landlord may not terminate the tenancy for nonpayment of the rental assistance payment.

F. *Overpayments*. If the Program Administrator determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Program Administrator may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Contract.

G. *Vacated Unit Payments*. If the Unit is vacated before the expiration of the lease, the rental assistance for the Unit may continue at the sole discretion of the Program Administrator for a maximum of 30 days from the end of the month in which the Unit was vacated.

**3. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES**

A. The Landlord agrees to maintain and operate the Unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 982.401, including all of the amenities, maintenance and utilities agreed to in the Lease.

B. The Program Administrator has the right to inspect the Unit and related facilities at least annually, and at such other 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.

C. If the Program Administrator determines that the Landlord is not meeting these obligations, the program administrator has the right to suspend the rental assistance payment and/or terminate the Contract. The Landlord will be notified of suspended payments or contract termination in writing. Payments suspended due to non-compliance will not be reinstated. Rental Assistance payments will resume when the Landlord has corrected the incident of non-compliance.

**4. LEAD-BASED PAINT**

A. All housing constructed before 1978 is affected by Lead-Based Paint (LBP) regulations.

B. *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 at

<http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/healthyhomes/lead>

C. *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.

D. 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, this Agreement will terminate effective immediately.

**5. TERMINATION OF TENANCY**

The Landlord may terminate tenancy for cause in accordance with North Carolina state law and the terms of the lease. The Landlord must give the Tenant and Program Administrator at least 30 days' written notice of the termination. Prior to initiating eviction proceedings, the Landlord will make a reasonable effort to obtain assistance from the Program Administrator if:

A. the Tenant is not paying his/ her portion of the rent or utilities, the Landlord must inform the Program Administrator in writing.

B. the Tenant fails to maintain the leased premises in a decent, safe, and sanitary condition.

C. The Landlord works with the Tenant who makes reasonable efforts to satisfy back rent, pay for the costs of repairs resulting from damage beyond normal wear and tear to the Unit caused by the Tenant, member of his/ her household or guest of the household.

D. The Landlord needs assistance resolving a conflict with the Tenant, before citing the Tenant for a breach of lease terms.

**6. Change in Grant Recipient**

The Program Administrator receives its funding for this project through a HUD grant awarded through the Cape Fear Homeless Continuum of Care. If the Program Administrator’s award is not renewed, the Landlord agrees to enter a new PSH Rental Assistance Contract with a new program administrator for the benefit of the Tenant.

**7. FAIR HOUSING REQUIREMENTS**

A. *Nondiscrimination*. The Landlord must 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 United States of America, the Department of Housing and Urban Development, and the Program Administrator, any of which will be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.

B. *Cooperation in Quality Opportunity Compliance Reviews*. The Landlord agrees to permit the Program Administrator or HUD, or any of their authorized representatives in conducting compliance reviews and complaint-driven investigations pursuant to all applicable civil rights statutes, Fair Housing and project rules and regulations.

**8. VIOLENCE AGAINST WOMEN ACT (VAWA) PROTECTIONS**

A. 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.

B. 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.

C. The Landlord must permit the tenant to terminate the lease without penalty if the Project Administrator determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).

**9. ACCESS TO LANDLORD RECORDS**

A. The Landlord will provide any information pertinent to this Contract which the Program Administrator or HUD may reasonably require.

B. The Landlord will permit the Program Administrator or HUD, 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.

**10. LANDLORD BREACH OF THE CONTRACT**

A. Any of the following may 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 commits fraud, makes false statements, or commit a corrupt or criminal act in connection with the Contract, or has committed fraud, bribery, a corrupt/criminal act or made any false statement in connection with any Federal housing assistance program.

B. The Program Administrator's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. Upon determining that a breach has occurred, the Program Administrator may exercise any of its rights or remedies under the Contract. The Program Administrator will notify the Landlord in writing of such determination. If applicable, the Landlord may be required to take corrective action within a time prescribed in the notice.

C. Remedies employed by the Program Administrator in accordance with this Contract will be effective as provided in a written notice to the Landlord. The Program Administrator’s choice to of whether to exercise any remedy does not constitute a waiver of the right to exercise that or any remedy at any time.

**11. No Liability**

A. The Program Administrator does not assume any responsibility for, or liability to, any person injured because of the Landlord's action or failure to act in connection with the implementation of this Contract, or because of any other action or failure to act by the Landlord.

B. The Landlord is not the agent of the Program Administrator, and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Landlord, or any suppliers, employees, contractors, or subcontractors used by the Landlord in connection with this Contract.

C. Nothing in this Contract will 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 Program Administrator, or the Landlord under this Contract.

**12. CONFLICT OF INTEREST PROVISIONS**

Employees, contractors and other interested parties of the Program Administrator, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program will are permitted to have either direct or indirect interest during his/her tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract.

**13. TRANSFER OF THE CONTRACT**

This Contract is not transferable without the prior written consent of the Program Administrator, who may set conditions for such a transfer to occur.

**14. LEASE AND RENTAL ASSISTANCE PAYMENT AGREEMENT: INTERPRETATION**

A. Except for the lease between the Tenant and Landlord, this Contract contains the entire agreement between the Landlord and the Program Administrator. No changes in this Contract will be made except in writing signed by both parties. No third-party or other agreements exist, either written or verbal.

B. The Contract will be interpreted and implemented in accordance with HUD requirements.

**15. WARRANTIES**

1. The Landlord warrants the Unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 982.401.
2. The Landlord has the legal right to lease the Unit covered by this Contract. The person executing this Contract on behalf of the Landlord warrants that he/she has the legal authorization to do so.

**This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.**

**Approved By:   
 Dawn Tucker, Finance Director Date**

**LANDLORD: PROGRAM ADMINISTRATOR:**

**Name, Owner/Property Manager**\_\_\_\_\_ **Allen Serkin, Executive Director**

Name/Title (print) Name/Title (print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Signature of Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

LANDLORD'S CHECK TO BE MAILED TO:

NAME(S):

ADDRESS: Phone: 910.xxx.xxxx