

Partner Agency \_\_\_\_\_

CSP ID \_\_\_\_\_

SRA \_\_\_\_\_ TRA \_\_\_\_\_ (check one)

**COMMUNITY SHELTER BOARD (CSB) LANDLORD RENTAL ASSISTANCE CONTRACT**

*(Prefill information based on CSB Tenancy Request.)*

**OWNER**

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**LANDLORD/PROPERTY MANAGER**

*(If different than above)*

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Mailing Address for Checks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENANT**

Phone \_\_\_\_\_

Email \_\_\_\_\_

The following persons in addition to the Tenant (together, the "Household") may reside in the unit. Other persons may not be added to the Household without prior written approval of the Landlord and CSB.

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

**INITIAL TERM**

The initial term begins on \_\_\_\_\_

The initial term ends on \_\_\_\_\_

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**CONTRACT UNIT**

Full Address \_\_\_\_\_

Number of bedrooms \_\_\_\_\_

Monthly Rent<sup>1</sup> \_\_\_\_\_

Monthly CSB Payment \_\_\_\_\_

Monthly Tenant Payment \_\_\_\_\_

Initial Rent<sup>2</sup> \_\_\_\_\_

Security Deposit \_\_\_\_\_

UTILITIES <sup>3</sup>	Landlord Responsibility	Tenant Responsibility
<b>Gas</b>		
Heating		
Cooking		
Water Heating		
<b>Electric</b>		
Heating		
Cooking		
Water Heating		
Other Electric		
<b>Water/Sewer</b>		
<b>Trash</b>		

**SIGNATURES**

**Community Shelter Board**

Printed Name: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

Contact: \_\_\_\_\_

**Landlord**

Printed Name: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

<sup>1</sup> The landlord cannot raise the rent during the initial term.

<sup>2</sup> If prorated or different than monthly rent

<sup>3</sup> Mark responsibilities with an x (do not insert utility allowances).

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## **PURPOSE**

This is a contract between Community Shelter Board (CSB) and the Landlord. This contract is entered into to provide rental assistance for the specified Household under the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) program (the "Rental Assistance"). This program is subject to the requirements of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the "HEARTH Act"), enacted on May 20, 2009 (2009 HEARTH Act, Pub. L. No. 111-22, 123 Stat. 1632 (2009)), which amends the McKinney-Vento Homeless Assistance Act, and replaces the McKinney-Vento Homeless Assistance Act's Supportive Housing Program (42 U.S.C. §§ 11381-11389). This program is also subject to the HUD CoC program regulations at 24 CFR Part 578.

This contract is limited to the Rental Assistance to be provided to the Household leasing the Contract Unit specified above. This contract does not create any business, partnership, or agent relationship between CSB and Landlord. During the contract term, CSB will make Rental Assistance payments, specified above, to the Landlord. The Household will reside in the Contract Unit during the contract term with assistance under the CoC Rental Assistance Program. The Landlord may not assign this contract to a new landlord without 30 days' prior written notice to CSB.

## **LEASE OF CONTRACT UNIT**

The Landlord has leased the Contract Unit for occupancy by the Household with assistance under the CoC Rental Assistance Program. The Landlord has given CSB a copy of the lease. CSB has approved leasing of the unit in accordance with the requirements of the CoC Rental Assistance Program.

The Contract Unit may only be used for residence by the Household. The Tenant may not sublease, let, or transfer Contract Unit and the Contract Unit must be the Household's only residence.

The lease must specify what utilities are to be provided or paid by the Landlord or the Tenant, in accordance with the utility information listed above.

The Landlord certifies that 1) the Landlord and Tenant have entered into a lease that is the same as the lease that CSB approved and 2) the lease complies with State and local law.

CSB is not a party to the lease and has no liability or responsibility to the Landlord or other persons for the Household's behavior or conduct in tenancy. CSB does not assume any responsibility for injury to, or a liability to, any person injured as a result of the Landlord's action or failure to act in connection with management of the Contract Unit or the premises or in implementation of this contract, or as a result of any other action or failure to act by the Landlord.

## **MAINTENANCE, UTILITIES, AND OTHER SERVICES**

The Landlord must maintain the Contract Unit and premises in accordance with HUD's Housing Quality Standards (HQS) and lead-based paint requirements. The Landlord must provide all utilities needed to comply with the HQS.

If the Landlord does not maintain the Contract Unit in accordance with the HQS or fails to provide all utilities needed to comply with the HQS and lead-based paint requirements, CSB may exercise any available remedies, including but not limited to recovery of overpayments, suspension of payments, abatement or other reduction of payments, and termination of payments. CSB may terminate this contract if CSB determines that the Contract Unit does not meet all HQS and lead-based paint requirements or determines that the Landlord has otherwise breached this contract. CSB may not exercise such remedies against the Landlord for a breach of the HQS requirements for which the Household is responsible and that is not caused by the Landlord.

CSB shall not make any payments if the Contract Unit does not meet the HQS or lead-based paint requirements, unless the Landlord cures the defect within the period specified by CSB and CSB verifies the Contract Unit meets the

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HQS and lead-based paint requirements. If a defect is life-threatening, the Landlord must correct the defect within not more than 24 hours.

CSB may inspect the Contract Unit and premises at such times as CSB determines necessary, to ensure that the Contract Unit meets all HQS and lead-based paint requirements. CSB must notify the Landlord of any HQS and lead-based paint requirement defects shown by CSB's own HQS inspection.

### **TERM OF CONTRACT**

The term of this contract begins on the first day of the initial term specified above and ends on the last day of the term of the lease (including the initial lease term and any extensions).

This contract terminates automatically:

- < If the lease is terminated by the Landlord or Tenant. The Landlord may only terminate tenancy in accordance with the lease and HUD requirements;
- < If CSB terminates program assistance for the Household, in accordance with HUD requirements;
- < If the Household moves from the Contract Unit;
- < If CSB moves the Household from the Contract Unit under the requirements of the Violence Against Women Act and/or because of domestic violence, dating violence, sexual assault, or stalking;
- < After a period of 180 calendar days in which CSB makes no Rental Assistance payment to Landlord under this contract;
- < If CSB determines, in accordance with HUD requirements, that available program funding is insufficient to support continued assistance for the Household;
- < Upon the death of the person in a one-person Household; or
- < Upon a change in Household composition that requires a different unit size.

### **RENT REASONABLENESS**

The rent may at no time exceed the reasonable rent for the contract units as most recently determined by CSB in accordance with HUD requirements (the "Reasonable Rent"). CSB may redetermine the Reasonable Rent at any time. During the contract term, the rent may not exceed rent charged by the Landlord for comparable unassisted units on the premises. The Landlord must give CSB any information requested by CSB related to rents charged by the Landlord for other units on the premises or elsewhere. The rent and utilities combined cannot exceed the Fair Market Rents for the Columbus, Ohio Metro Area, as determined annually by HUD.

### **CSB PAYMENT TO LANDLORD**

During the term of this contract, CSB shall make monthly payments to the Landlord on behalf of the Tenant by the first business day of each month. If payments are not paid promptly to the Landlord, CSB shall pay the Landlord penalties if 1) the penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant and 2) it is the Landlord's practice to charge such penalties for assisted and unassisted tenants.

The amount of CSB's payment to the Landlord is subject to change during the contract term in accordance with HUD requirements. CSB shall notify the Tenant and Landlord in writing of any changes in the amount of the monthly Rental Assistance payment as soon as commercially reasonable.

Except for the monthly Rental Assistance payment, the Landlord may not receive any other payments or consideration from the Tenant, CSB, HUD, or any other public or private source for rent of the Contract Unit during the contract term.

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The Landlord (including a principal or other interested party) cannot be a family member of the Household unless CSB has agreed in writing that the lease, notwithstanding such relationship, would provide reasonable accommodation for a Household member who is a person with disabilities.

### **PROHIBITION OF DISCRIMINATION**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the Landlord must not discriminate against any person on account of race, color, religion, sex, national origin, age, familial status, or disability in connection with this contract.

The Landlord must cooperate with CSB and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with this contract.

The Landlord must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR Part 5, Subpart L, and all applicable program regulations.

### **LANDLORD'S BREACH OF CONTRACT**

Any of the following actions by the Landlord is a breach of this contract.

- ⟨ If the Landlord has violated any obligation under this contract, including the obligation to maintain the Contract Unit and premises in accordance with the HQS and lead-based paint requirements;
- ⟨ If the Landlord has committed fraud, bribery, or any other corrupt or criminal act in connection with any Local, State, or Federal housing assistance program or is or becomes, for any other reason, ineligible to participate in any Local, State, or Federal housing assistance programs in any way;
- ⟨ If the Landlord has engaged in any drug-related or violent criminal activity

If CSB determines that a breach has occurred, CSB may exercise any of its rights and remedies under this contract or any other available rights and remedies for such breach. CSB shall notify the Landlord of such determination, including a brief statement of the reasons for the determination. This notice may require the Landlord to take corrective action, as verified or determined by CSB, by a deadline prescribed in the notice. A failure or delay in CSB's enforcing an obligation or exercising a right or remedy does not amount to a waiver of that obligation, right, or remedy. CSB's waiver of a particular obligation in one circumstance shall not prevent CSB from subsequently requiring Landlord's compliance with the obligation on other occasions.

CSB's rights and remedies for Landlord's breach includes recovery of overpayments, suspension of payments, abatement or other reduction of payments, termination of payments, and termination of this contract. CSB may seek and obtain any other additional relief available, including but not limited to specific performance, other injunctive relief, or money damages.

CSB may exercise any rights and remedies for Landlord's breach notwithstanding the fact that the Household continues to occupy the Contract Unit.

### **ACCESS TO PREMISES AND RECORDS**

The Landlord must provide any information pertinent to this contract that CSB or HUD may reasonably require. CSB, HUD, and the Comptroller General of the United States shall have full and free access to the Contract Unit and the premises, and to all accounts and other records of the Landlord related to this contract, including the right to examine, audit, and make copies of Landlord's records. The Landlord must grant such access to computerized or other electronic records, and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records.

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### **CONFLICT OF INTEREST**

A “covered individual” means a person or entity who is a member of any of the following classes:

- < Any present or former member or officer of CSB;
- < Any employee, contractor, sub-contractor, or agent of CSB who formulates policy or who influences decisions with respect to the program;
- < Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
- < Any member of the Congress of the United States.

A covered individual may not have any direct or indirect interest in this contract or in any benefits or payments under this contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter. “Immediate family member” means the spouse, parent (including stepparent), child (including stepchild), grandparent, grandchild, sibling (including stepsibling) of any covered individual).

The Landlord certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of this contract, or at any time during the contract term. If a prohibited interest occurs, the Landlord shall promptly and fully disclose such interest to CSB and HUD. The conflict of interest prohibition under this section may be waived by the HUD Field Office for good cause.