

**RENTAL ASSISTANCE PAYMENT CONTRACT  
BETWEEN SUBRECIPIENT AND TENANT**

1. RAP # \_\_\_\_\_ Issued On: \_\_\_\_\_ Expires On: \_\_\_\_\_  
Participant Name: \_\_\_\_\_ (the "Tenant")

Number of Household Members: \_\_\_\_\_

Unit Size\*: \_\_\_\_\_

(\*This is the number of bedrooms for which the family qualifies. The amount of rental assistance is based upon unit size).

**EMERGENCY SOLUTIONS GRANT HOMELESSNESS PREVENTION CARES HUB (ESG-HP CARES) PROGRAM**

\_\_\_\_\_ hereinafter referred to as ("Subrecipient") has issued this Rental Assistance Payment Contract ("RAP") to the Tenant identified above, who is eligible to participate in the Emergency Solutions Grant Homelessness Prevention CARES Program ("the Program"). Under the Program, the Subrecipient will make monthly payments to the Landlord on behalf of the Tenant. The Tenant must select a decent, safe and sanitary dwelling unit before the Subrecipient will make payments to the Landlord. When the Subrecipient issues this RAP, it fully expects to have funds available to provide the rental assistance for the period specified. However, the Subrecipient is not under any obligation to the Tenant nor the Landlord or any other party until the dwelling unit has been approved by the Subrecipient and the Subrecipient has entered into an agreement with the Landlord.

**2. STEPS THAT MUST BE TAKEN TO USE THIS RENTAL ASSISTANCE PAYMENT CONTRACT**

- A. The Tenant must select a rental dwelling unit located within the jurisdiction of the Subrecipient that (1) meets the program's habitability standards and (2) has a reasonable rent that is at or below Fair Market Rent as provided under 24 CFR part 888. However, if the lease is executed from March 31, 2020 through September 30, 2020 ("Unit"), the Unit's rent must still be reasonable but may be above Fair Market Rent.
- B. The Tenant must submit the following documents to the Subrecipient a "Request for Unit Approval" form, signed by the Landlord, to the Subrecipient. If a Request for Unit Approval has not been submitted to the Subrecipient within sixty (60) days of the date that this RAP was issued, this RAP will expire, unless the Subrecipient approves an extension.
- C. After the Subrecipient receives the Request for Unit Approval, the Unit will be inspected and the Subrecipient will review the Landlord's lease. If the Unit and the rent for the Unit meet the program's requirements, the Subrecipient will notify the Landlord and the Tenant that it has approved the Unit. If the Unit or lease cannot be approved, the Subrecipient will provide the Landlord with an opportunity to correct the problem(s) or the Tenant can begin to look for another unit with the assistance of the Subrecipient.
- D. The Subrecipient will work with the Landlord and the Tenant to execute all of the necessary documents:
- A written lease signed by the Landlord and the Tenant must be submitted to and approved by the Subrecipient.
  - The Landlord and the Subrecipient must sign a RAP.
  - The Landlord and Tenant must sign a Lease Addendum.

Once all necessary documents have been signed, payments to the Landlord will begin.

**3. TENANT AND SUBRECIPIENT SHARE OF ARREARS AND RENT**

- A. The Subrecipient will pay arrears to the Landlord in the amount of \_\_\_\_\_ for rent due on or after April 1, 2020. Subrecipient will pay for a maximum of six (6) months of arrears. Tenant will pay arrears in the amount of \_\_\_\_\_.
- B. The portion of the rent payable by the Tenant to the Landlord ("Tenant's Share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the Subrecipient with information and documentation about its income, assets, and other family circumstances that will affect the amount that the Tenant is required to pay. The Tenant's Share may change as a result of changes in the Tenant's income or other family circumstances. Initially, and until such time as both the Landlord and the Tenant are notified by the Subrecipient, the Tenant's Share of the rent shall be \_\_\_\_\_.
- C. Each month, the Subrecipient will make a rent payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent and the Tenant's Share of the rent. The amount of rental assistance paid by the Subrecipient may be reduced or terminated due to changes in the Tenant's income.

- D. The Subrecipient will not pay other costs associated with the Tenant's occupancy, such as late fees, cable, storage units, carports, or garages. The Subrecipient will not pay rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit. The Subrecipient will give the Tenant at least thirty (30) days' notice of termination of rental assistance. The Subrecipient shall not reimburse the Landlord for any damage caused by the Tenant, the obligation of the Subrecipient to Landlord and Tenant is limited solely to the payment of the rental assistance as described herein, and the Landlord acknowledges that the Subrecipient has not assumed any other responsibility.

**4. REQUIREMENTS FOR PARTICIPATING TENANTS**

The Tenant must:

- A. Be eligible for rental assistance under the Program guidelines and provide necessary documentation to establish eligibility, as requested by the Subrecipient from time to time, attend case management sessions at least monthly, and complete a housing plan. Provide information or documentation regarding the family's income, assets and changes in income or other circumstances that may affect eligibility OR may result in changes to the amount of the Tenant's Share.
- B. Cooperate with interim income evaluations. ESG-HP requires income evaluations every six (6) months.
- C. Allow a designee of the Subrecipient to inspect the Unit at reasonable times and upon reasonable notice.
- D. Notify the Subrecipient to request permission to allow additional persons to move in or out of the Unit and before vacating the Unit.
- E. Use the Unit as the family's principal place of residence and solely as a residence for the family.
- F. Not sublease or assign the lease.
- G. Not be currently receiving or expecting to receive Federal funding for rental assistance under any other program.

The Tenant certifies that the following statements are true and accurate:

- The Tenant resides in Indiana outside of Marion County.
- The Tenant's household income is at or below the amount the Tenant indicated during the application process.
- The Tenant's household experienced either a decrease in household income due to COVID-19 or an increase in medical expenses due to COVID-19.
- The Tenant's household was at risk of homelessness at the time it applied for assistance.

**5. LENGTH OF ASSISTANCE**

Tenant is not guaranteed to continue to receive rental assistance under the Program. Rental assistance may be terminated if the Tenant does not follow the requirements of this RAP, other Program agreements, or Program guidelines. The Subrecipient shall not be obligated to pay rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit, if the Tenant is no longer eligible for the program, or if the lease terminates and is not renewed. The Tenant will be required to repay the Subrecipient for any rent that is paid by the Subrecipient during a period of time that the Tenant is no longer occupying the unit if the Tenant has not provided notice to the Subrecipient prior to the time the Tenant vacates the Unit.

**6. EQUAL HOUSING OPPORTUNITY**

If the Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin or familial status, the Tenant may file a complaint with the U.S. Department of Housing and Urban Development ("HUD"). HUD has created a "hotline" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is 1-800-669-9777.

**7. THIRD PARTY BENEFICIARIES**

Nothing in this RAP shall be construed as creating any rights for any third-party beneficiaries to enforce any provision of this RAP or to assert any claim against the Tenant, the Subrecipient or the Landlord under this RAP, except for the HUD or the Indiana Housing and Community Development Authority.

**8. VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 ("VAWA"):**

**A. Overview**

The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. The

VAWA regulatory requirements under 24 CFR part 5, subpart L, apply to all eligibility and termination decisions that are made with respect to ESG- HP ("ESG") rental assistance. Accordingly, these requirements must be included or incorporated into ESG rental assistance agreements and lease pursuant to IHCD's Lease Addendum as provided in 24 CFR 576.106(e) and (g).

#### **B. Required Notice of Occupancy Rights and Certification**

The Subrecipient and the Landlord as applicable, must ensure that the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to each applicant for ESG rental assistance and each program participant receiving ESG rental assistance at each of the following times:

- a. When an individual or family is denied rental assistance;
- b. When an individual or family's application for a unit receiving project-based rental assistance is denied;
- c. When a program participant begins receiving rental assistance;
- d. When a program participant is notified of termination of rental assistance; assistance;
- e. When a program participant receives notification of eviction; and
- f. Immediately, for any existing tenant either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal, through other means for any tenant that is currently receiving ESG rental assistance but has not received copies of the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382, through other means.

#### **C. Request for VAWA protections/Documentation**

If a tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the Subrecipient. If an applicant or tenant represents to the Subrecipient that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under 24 CFR 5.2005, or remedies under 24 CFR 5.2009, the Subrecipient may request, in writing, that the applicant or tenant submit to the Subrecipient a completed Form HUD 5382. If an applicant or tenant does not provide the documentation requested within 14 business days after the date that the tenant receives a request in writing for such documentation from the Subrecipient, nothing in 24 CFR 5.2005 or 24 CFR 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the Subrecipient to:

- a. Deny admission by the applicant or tenant to the Program;
- b. Deny assistance under the Program to the applicant or tenant;
- c. Terminate the participation of the tenant in the Program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

A Subrecipient may, at its discretion, extend the 14-business-day deadline. The Subrecipient must work with the landlord or property manager to facilitate protections on the tenant's behalf. The Subrecipient must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). If the program participant that is entitled to protection, the Subrecipient must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant's behalf. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007.

#### **D. Emergency Transfers**

The Subrecipient must use and implement the emergency transfer plan set forth in Form HUD-5381 for ESG-RR. The Subrecipient may provide Form HUD-5383 to a tenant that is requesting an emergency transfer and ask the tenant to complete this form. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the Subrecipient must assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, Subrecipient will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking. The Subrecipient must provide the tenant with a list of Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

#### **E. Confidentiality**

Any information submitted to the Subrecipient, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Subrecipient.

The Subrecipient shall not allow any individual administering assistance on behalf of the Subrecipient or any persons within their employ (e.g., contractors) or in the employ of the Subrecipient to have access to confidential information unless explicitly authorized by the Subrecipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Subrecipient shall not enter confidential information described above into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

- a. Requested or consented to in writing by the individual in a time-limited release
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

The Subrecipient's compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Subrecipient. However, nothing in this paragraph shall be construed to limit the liability of the Subrecipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

#### **F. Remedies Available To Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking.**

The Subrecipient must work with the Landlord to ensure that the Landlord understands that it may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- a. Without regard to whether the household member is a signatory to the lease; and
- b. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation, as provided in this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and ESG requirements.

#### **G. Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.**

- a. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.
- b. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

#### **H. Prohibited Denial/Termination**

Subrecipient shall ensure that any applicant for or tenant for ESG may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

#### **I. Construction Of Lease Terms**

Subrecipient shall work with Landlord to ensure that the Landlord understands that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- a. A serious or repeated violation of a lease for ESG-assisted housing by the victim or threatened victim of such incident; or
- b. Good cause for terminating the assistance, tenancy or occupancy rights to ESG-assisted housing of the victim of such incident.

#### **J. Termination On The Basis Of Criminal Activity**

No person may deny assistance, tenancy, or occupancy rights to ESG-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the landlord of ESG-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual

assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The Subrecipient of ESG- assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

**K. Lease Addendum**

Each tenant receiving ESG rental assistance must have a legally binding, written lease for the rental unit. The lease must be between the Landlord and the program participant. Each lease must incorporate a lease addendum that includes all requirements that apply to tenants, the owner/Landlord or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

**L. Limited applicability of VAWA requirements:**

- a. Nothing in this section limits the authority of the Landlord, when notified of a court order, to comply with a court order with respect to:
  - i. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
  - ii. The distribution or possession of property among members of a household.
- b. Nothing in this section limits any available authority of the Subrecipient evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the Subrecipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
- c. Nothing in this section limits the authority of the Landlord to terminate assistance to or evict a tenant under a covered housing program if the Landlord can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Subrecipient would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.
- d. Any eviction or termination of assistance, as provided paragraph (3) of this section should be utilized by the Landlord only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents.

**Option to Use Electronic Signatures**

If I access an electronic signature tool to electronically sign this RAP, I agree, and it is my intent, to sign this RAP by doing so. I understand that my signing and submitting this RAP in this fashion is the legal equivalent of having placed my handwritten signature on the submitted RAP and this affirmation. I understand and agree that by electronically signing and submitting this RAP in this fashion I am affirming to the truth of the information contained therein.

**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 statement or entry, 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 (5) years or both. Additionally, Landlord may be required to repay rental assistance that it has received through the Program based upon fraudulent information provided by the Landlord and Tenant may be required to repay rental assistance that it has received through the Program based upon fraudulent information provided by the Tenant.**

**Tenant Name**

**Subrecipient**

\_\_\_\_\_  
*Type or Print name here*

\_\_\_\_\_  
*Type or Print name here*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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Date