1. RAP #      Issued On:      Expires On:

SRA-RENTAL ASSISTANCE PAYMENT CONTRACT BETWEEN SUBRECIENT (PROPERTY OWNER) AND TENANT

Participant Name:       (the “Tenant”)

Number of Household Members:

Unit Size\*:       FMR (utilities included):

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

1. PERMANENT SUPPORTIVE HOUSING RENTAL ASSISTANCE PROGRAM

      hereinafter referred to as (“Landlord”) has issued this Permanent Supportive Housing Rental Assistance Payment Contract (“RAP”) to the Tenant identified above who is eligible to participate in the Permanent Supportive Housing Rental Assistance Program (“the Program”) administered by Indiana Housing and Community Development Authority (“IHCDA”). Under the Program, the Landlord will receive monthly payments on behalf of the Tenant with Continuum of Care Program funding (“CoC”) received from the U.S. Department of Housing and Urban Development, if the Tenant and the dwelling unit (the “Unit”) both meet the Program requirements.

1. STEPS THAT MUST BE TAKEN TO USE THIS RENTAL ASSISTANCE PAYMENT CONTRACT
	1. The Landlord and the Tenant must work together to execute all of the necessary documents:
		1. The Landlord and the Tenant must sign a lease.
		2. The Landlord and the Tenant must sign a RAP.
		3. The Landlord must ensure that the Unit is inspected, the Landlord cannot inspect the Unit itself, however, it can contract this task to another unrelated entity or contact its local housing authority regarding conducting these inspections.
		4. The Landlord must ensure that the rent charged for the Unit is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units. However, the Landlord cannot verify the rent reasonableness itself, however, it can contract this task to another unrelated entity or contact its local housing authority regarding performing the rent reasonable determinations.
		5. The Unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of the opposite sex, other than very young children, may not be required to occupy the same bedroom living/sleeping room.

Once all necessary documents have been signed and the Tenant moves into the Unit, payments to the Landlord will begin.

1. SECURITY DEPOSITS

The Landlord may receive a security deposit that is consistent with local market practices. The amount of the Security Deposit cannot exceed two (2) month’s rent. When the Tenant moves out, any reimbursements of the deposit that are owed by the Landlord under State and local law must be paid to the Tenant or IHCDA, as applicable in accordance with IC 32-31-3, et seq.

1. TENANT AND SUBRECIPIENT SHARE OF THE RENT
	1. 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 Landlord with information and documentation about its income, assets, and other household 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 household circumstances. Initially, and until such time as the Tenant is notified by the Landlord, the Tenant’s Share of the rent shall be     .
	2. Each month, the Landlord will receive a rent payment on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent and Tenant’s Share of the rent. The amount of rental assistance received by the Landlord may be reduced or terminated due to changes in the Tenant’s income.
	3. The Landlord will not be reimbursed for any other costs associated with the Tenant’s occupancy, such as cable, storage units, carports, or garages. The Landlord will not receive payment of rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit. The Landlord shall not be reimbursed for any damage caused by the Tenant, the obligation of IHCDA to the Landlord and Tenant is limited solely to the payment of the rental assistance as described herein, the Landlord acknowledges that the IHCDA has not assumed any other responsibility.
2. REQUIREMENTS FOR PARTICIPATING TENANTS

The Tenant must:

1. Be eligible for rental assistance under the Program guidelines and provide necessary documentation to establish eligibility, as requested by the Landlord from time to time and attend case management sessions at least monthly.
2. Provide information or documentation about the Tenant’s or the Tenant’s household member’s, income, assets and changes in income or other circumstances that may affect Tenant’s eligibility or may result in changes to the amount of the Tenant’s Share.
3. Cooperate with annual income and interim income evaluations.
4. Allow a designee of the Subrecipient to inspect the Unit at reasonable times and upon reasonable notice.
5. Request permission from the Subrecipient to allow additional persons to move into the.
6. Notify the Subrecipient before vacating the Unit.
7. Notify the Subrecipient if another member of Tenant’s household vacates the Unit.
8. Use the Unit as the household’s principal place of residence and solely as a residence for the household.
9. Not sublease or assign the lease.
10. Not be currently receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
11. Cooperate with the Subrecipient, the Indiana Housing and Community Development Authority, and HUD during compliance reviews, audits, and investigations pursuant to all applicable civil rights statues, Executive Orders and all related Program rules and regulations.
12. 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 Landlord shall not be entitled to receive 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 IHCDA the for any rent that is paid on its behalf during a period of time that the Tenant is no longer occupying the Unit if the Tenant has not provided notice to the Landlord prior to the time the Tenant vacates the Unit. On the other hand, Landlord will have to repay IHCDA for any rent that it receives during a time when Landlord has received notice from the Tenant that the Unit has been vacated but the Landlord continues to receive rent payments.

1. 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.

1. VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013
2. Notification Of Occupancy Rights Under VAWA And Certification Form

The Sub-recipient 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 individual or family applying for permanent housing and transitional housing and each Program participant at the following times:

1. When an individual or family is denied permanent housing or transitional housing;
2. When a Program participant is admitted to permanent housing or transitional housing;
3. When a Program participant receives notification of eviction;
4. When a Program participant is notified of termination of assistance;
5. With any of termination of rental assistance; and
6. 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 for a tenant, through other means.

The Landlord must provide the Tenant the notice of occupancy rights set forth Form HUD 5380 and the certification form set forth in Form HUD 5382 with any notification of eviction that the Landlord provides to the Tenant during the period for which the Tenant is receiving COC tenant-based rental assistance.

1. Request for VAWA protections

If the Tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the Tenant must submit such request to the Subrecipent. The Sub-recipient must determine whether the Tenant is entitled to protection under VAWA and immediately advise the Tenant of the determination; and if the Tenant is entitled to protection, the Sub-recipient must notify the Landlord in writing that the Tenant is entitled to protection under VAWA and work with the Landlord on the Tenant’s behalf and the Landlord must comply. Any further sharing or disclosure of the Program participant's information by the Sub-recipient or the Landlord is subject to the requirements in 24 CFR 5.2007(c) as summarized in Subsection (D) below

1. Emergency Transfers

The Sub-recipient must use and implement the emergency transfer plan set forth in Form HUD-5381 as modified for the CoC-RR Program and must make the determination of whether the Tenant qualifies for an emergency transfer under the plan. The Sub-recipient must provide Form HUD -5383 to the Tenant if it requests an emergency transfer. If the Tenant qualifies for an emergency transfer and wishes to make an external emergency transfer when a safe unit is not immediately available, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded with CoC–RR funding, provided that: The individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and the individual or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

1. Confidentiality
	1. Any information submitted to the Sub-recipient, the Landlord or property manager regarding a tenant’s protections under VAWA, 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 Landlord or property manager and the Sub-recipient.
	2. The Sub-recipient shall not allow any individual administering assistance on behalf of the Sub-recipient or any persons within their employ (e.g., contractors) or in the employ of the Sub-recipient to have access to confidential information unless explicitly authorized by the Sub-recipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
	3. The Sub-recipient shall not enter any confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:
2. Requested or consented to in writing by the individual in a time-limited release
3. Required for use in an eviction proceeding or hearing regarding termination of assistance from the Program; or
4. Otherwise required by applicable law.

The Sub-recipient’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 Sub-recipient. However, nothing in this paragraph shall be construed to limit the liability of the Sub-recipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

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

If a family who is receiving CoC-RR Funds separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

If a family living in permanent supportive housing separates under 24 CFR 5.2009(a), and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project until the expiration of the lease in effect at the time of the qualifying member's eviction. Otherwise, if a family living in a project funded with CoC-RR Funds separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

1. Prohibited Denial/Termination

Sub-recipient shall ensure that any applicant for or tenant of CoC-RR-assisted housing 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.

1. Construction Of Lease Terms

The Landlord, property manager or Sub-recipient shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

1. A serious or repeated violation of a lease for CoC-RR-assisted housing by the victim or threatened victim of such incident; or
2. Good cause for terminating the assistance, tenancy or occupancy rights to CoC-RR-assisted housing of the victim of such incident.
3. Termination On The Basis Of Criminal Activity

Termination on the basis of criminal activity. The Tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

1. The criminal activity is engaged in by a member of the household of the Tenant or any guest or other person under the control of the tenant, and
2. 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.

1. VAWA Limitations
2. Nothing in this section limits the authority of the Sub-recipient or Landlord, when notified of a court order, to comply with a court order with respect to:
3. 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
4. The distribution or possession of property among members of a household.
5. Nothing in this section limits any available authority of Sub-recipient to evict or terminate assistance 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 Sub-recipient 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.
6. Nothing in this section limits the authority of Sub-recipient to terminate assistance to or evict a tenant under the Program if the Sub-recipient can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Sub-recipient 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.
7. Any eviction or termination of assistance, as provided in paragraph (3) of this section should be utilized by a Sub-recipient 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.
8. CONFLICT OF INTEREST

A Conflict of interest would also arise when an employee of a Landlord participates in making rent reasonableness determinations under 24 CFR 578.49(b)(2) and 24 CFR 578.51(g) and housing quality inspections of property under 24 CFR 578.75(b) that the Landlord or related entity owns.

1. 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 or the Landlord under this RAP, except for the HUD or IHCDA.

1. LEAD-BASED PAINT

The Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821](http://uscode.regstoday.com/42USC4821.aspx)–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851](http://uscode.regstoday.com/42USC4851.aspx)–4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to this Program. Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Accordingly the Landlord must ensure that the following steps are being taken:

1. Provision of all prospective families with "Protect Your Family from Lead in Your Home",
2. Disclosure of known lead-based paint hazards to prospective tenants before the lease is signed,
3. Performance of a visual assessment for deteriorated paint.
4. Stabilization of deteriorated painted surfaces and performance of hazard reduction activities,
5. Notification of tenants each time such an activity is performed,
6. Conducting all work in accordance with HUD safe practices,
7. Maintaining records concerning paint stabilization by owners of deteriorated paint.
8. Performing clearance examinations after paint stabilization and before re-occupancy.
9. Performing ongoing lead-based paint maintenance when there is an ongoing relationship with HUD.
10. If the Landlord is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an PSH-assisted unit has been identified as having an environmental intervention blood lead level (“EIBLL”), the Landlord must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.
11. Maintaining records of actions taken concerning a child with an EIBLL in a covered unit
12. As part of ongoing maintenance asking each family to report deteriorated paint.

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. **I understand that any misrepresentation of information or failure to disclose information requested on this form may disqualify me from participation in the Program and may be grounds for termination of assistance and/or repayment of any assistance that I receive based on fraud or an omission.**

**Tenant Name Landlord**

**\_**

 *Type or Print name here Type or Print name here*

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

 Signature Date Signature Date

SRA-Rent Reasonableness Verification

**A contractor of Landlord must utilize Go8 Software System via** [**www.GoSection8.com**](http://www.GoSection8.com) **and place in participant’s file.**

24 CFR 578.51 (g) Rent reasonableness. The rent charged for the Unit must be reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

RAP #      Issued On:      Expires On:

SRA-RENTAL ASSISTANCE PAYMENT CONTRACT BETWEEN SUBRECIPIENTAND TENANT (MASTER LEASE)

Participant Name:       (the “Tenant”)

Number of Household Members:

Unit Size\*:       FMR (utilities included):

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

1. PERMANENT SUPPORTIVE HOUSING RENTAL ASSISTANCE PROGRAM

      hereinafter referred to as (“Subrecipient”) has issued this Permanent Supportive Housing Rental Assistance Payment Contract (“RAP”) to the Tenant identified above who is eligible to participate in the Permanent Supportive Housing Rental Assistance Program (“the Program”). Under the Program, the Subrecipient will make monthly payments to its landlord on behalf of the Tenant with Continuum of Care Program funding (“CoC”) received from the U.S. Department of Housing and Urban Development. The Tenant must select a decent, safe and sanitary dwelling unit and the Subrecipient will make payments to its landlord. When the Subrecipient issues this RAP, it fully expects to have funds available to provide the rental assistance. However, the Subrecipient is not under any obligation to the Tenant nor its 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 (“the Landlord”).

1. STEPS THAT MUST BE TAKEN TO USE THIS RENTAL ASSISTANCE PAYMENT CONTRACT
	1. The Tenant must select a rental dwelling unit located within the jurisdiction of the Subrecipient that meets the program’s housing quality standards and has a rent that is at or below Fair Market Rent as provided under 24 CFR 888 Subpart A (“Unit”). Additionally, the rent charged for the Unit must be reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.
	2. After the Tenant selects the Unit, it must submit the following documents to the Subrecipient: (1) a Request for Unit Approval form, signed by the Landlord; and (2) a copy of the Landlord’s lease. 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.
	3. After the Subrecipient receives the Request for Unit Approval, the Unit will be inspected. If the Unit meets the program’s requirements the Subrecipient will notify the Landlord and the Tenant that it has approved the Unit. If the Unit 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.
	4. The Unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of the opposite sex, other than very young children, may not be required to occupy the same bedroom living/sleeping room.
	5. The Subrecipient will work with the Landlord and the Tenant to execute all of the necessary documents:
		1. The Subrecipient and the Tenant must sign a sublease and a RAP.
		2. The Landlord and the Subrecipient must sign a RAP.
		3. Once all necessary documents have been signed and the Tenant moves into the Unit, payments to the Landlord will begin.
2. SECURITY DEPOSITS

The Tenant or Subrecipient will pay a security deposit to the Landlord, consistent with local market practices. The amount of the Security Deposit paid by the Subrecipient cannot exceed two (2) month’s rent. When the Tenant moves out, any reimbursements of the deposit that are owed by the Landlord under State and local law must be paid to the Subrecipient or the Tenant, as applicable in accordance with IC 32-31-3, et seq.

1. TENANT AND SUBRECIPIENT SHARE OF THE RENT
	1. 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 household 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 household 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     .
	2. 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 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.
	3. The Subrecipient will not pay any other costs associated with the Tenant’s occupancy, such as 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 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, the Landlord acknowledges that the Subrecipient has not assumed any other responsibility.
	4. With no less than sixty (60) days’ notice to the Tenant and the Subrecipient, the Landlord may propose a reasonable adjustment in rent to be effective no earlier than the 13th month of this RAP. Either the Tenant or the Subrecipient may reject the proposed rent. The Tenant may reject the proposed rent by providing the Landlord with a thirty (30)-days’ written notice of intent to vacate. If the Subrecipient rejects the proposed rent, the Subrecipient will give both the Tenant and the Landlord thirty (30) days’ notice of its intent to terminate.
2. REQUIREMENTS FOR PARTICIPATING TENANTS

The Tenant must:

1. 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 and attend case management sessions at least monthly.
2. Provide information or documentation about the Tenant’s or the Tenant’s household member’s, income, assets and changes in income or other circumstances that may affect Tenant’s eligibility or may result in changes to the amount of the Tenant’s Share.
3. Cooperate with annual income and interim income evaluations.
4. Allow a designee of the Subrecipient to inspect the Unit at reasonable times and upon reasonable notice.
5. Request permission from the Subrecipient to allow additional persons to move into the.
6. Notify the Subrecipient before vacating the Unit.
7. Notify the Subrecipient if another member of Tenant’s household vacates the Unit.
8. Use the Unit as the household’s principal place of residence and solely as a residence for the household.
9. Not sublease or assign the lease.
10. Not be currently receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
11. Cooperate with the Subrecipient, the Indiana Housing and Community Development Authority, and HUD during compliance reviews, audits, and investigations pursuant to all applicable civil rights statues, Executive Orders and all related Program rules and regulations.
12. 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 will give the Tenant at least thirty (30) days’ notice of termination of rental assistance. 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.

1. 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.

1. 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.

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**. I understand that any misrepresentation of information or failure to disclose information requested on this form may disqualify me from participation in the Program and may be grounds for termination of assistance and/or repayment of any assistance that I receive based on fraud or an omission.**

**Tenant Name Subrecipient**

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

 Signature Date Signature Date

SRA-RENTAL ASSISTANCE PAYMENT CONTRACT BETWEEN

LANDLORD & SUBRECIPIENT (MASTER LEASE)

RENTAL ASSISTANCE PAYMENT CONTRACT BETWEEN

LANDLORD & SUBRECIPIENT

**The above-referenced landlord (the “Landlord”) is required to provide the Subrecipient (as defined below) with an IRS Form 1099 or W-9. The above referenced tenant (the “Tenant”) should receive a copy of this Rental Assistance Payment Contract for the Tenant’s files. This will describe to the Tenant the amount that the Tenant must** pay **and the amount that the Subrecipient will pay.**

|  |  |
| --- | --- |
| Landlord Name:       | Tenant Name:      |
| Address:       | Unit:      |
| Phone:      | Address:      |
| Email:       |

**This Rental Assistance Payment Contract (“Contract”) is entered into between**       **(hereinafter referred to as “Subrecipient”) and the above referenced Landlord. The Rental Assistance will be paid with Continuum of Care Program funding (“CoC”) received from the U.S. Department of Housing and Urban Development. This Contract applies only to the Tenant and the above-referenced dwelling unit (the “Unit”).**

1. **TERM OF THE CONTRACT**
	1. The term of this Contract shall begin on       (Enter Date) and end no later than       (Enter Date). This Contract automatically ends on the last day of the term of the lease.
2. **SECURITY DEPOSIT**
	1. Landlord will hold this security deposit during the period of time that the Tenant occupies the Unit pursuant to the lease. The Landlord shall comply with State and local laws regarding interest payments on security deposits. The amount of the security deposit paid by the Subrecipient cannot exceed two (2) month’s rent.
	2. After the Tenant has moved out of the 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 in accordance with Indiana law. The Landlord will give the Tenant and Subrecipient 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 or Subrecipient, as applicable in accordance with IC 32-31-3.
	3. The Landlord shall immediately notify the Subrecipient when the Tenant has moved out of the Unit or abandoned the Unit.
	4. Limitation: 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, the Landlord and the Tenant acknowledge that the Subrecipient has not assumed any other responsibility.
3. **RENT AND AMOUNTS PAYABLE BY TENANT AND SUBRECIPIENT**
	1. Rent Reasonableness. In accordance with 24 CFR 578.51, the rent that Landlord charges for the Unit must be reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.
	2. Initial Rent: The initial rent payable to the Landlord for the first payment of this Contract is      **.**
	3. Rent Adjustments: With no less than sixty (60) days’ notice to the Tenant and the Subrecipient, the Landlord may propose a reasonable adjustment in the rent to be effective no earlier than the 13th month of this Contract. Either the Tenant or the Subrecipient may reject the proposed rent. The Tenant may reject the proposed rent by providing the Landlord with a thirty (30)-days’ written notice of intent to vacate. If the Subrecipient rejects the proposed rent, the Subrecipient will give both the Tenant and the Landlord thirty (30) days’ notice of its intent to terminate this Contract.
	4. Tenant’s Share of the Rent: 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      (the “Tenant’s Share”). .

Subrecipient Share of the Rental Assistance Payment: Initially, and until such time as both the Landlord and the Tenant are notified by the Subrecipient, the Subrecipient’s share of the rent shall be $     per month due on this date       (the “Subrecipient’s Share”). In addition, the amount of rental assistance paid by the Subrecipient may be reduced or terminated due to changes in the Tenant’s income. The Subrecipient will not pay other costs associated with the Tenant’s occupancy, such as cable, storage units, carports, or garages. 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. The Subrecipient’s obligation is limited to making rent payments on behalf of the Tenant in accordance with this Contract.

Neither the Subrecipient nor Indiana Housing and Community Development Authority will assume any obligation for the Tenant’s Share or for the payment of any claim by the Landlord against the Tenant.

* 1. Payment Conditions: The right of the Landlord to receive payments under this Contract shall be subject to compliance with all of the provisions of this Contract. The Landlord shall be paid under this Contract on or around the first day of the month for which the payment is due. The Landlord agrees that its endorsement on the check or receipt of wire, as applicable shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
		1. The 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 Unit is leased to and occupied by the Tenant.
		3. The Unit has at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of the opposite sex, other than very young children, will not be required to occupy the same bedroom living/sleeping room.
		4. The Unit is not receiving rental assistance or operating assistance through other federal, State, or local sources.
		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 must has a legally binding, written lease for the Unit between it and the Tenant.
	2. Termination of Payments: This Contract will terminate and the Subrecipient shall no longer have an obligation to pay the Subrecipient’s Share under this Contract if:
		1. The Tenant moves out of the Unit;
		2. The lease terminates and is not renewed;
		3. The Tenant becomes ineligible to receive rental assistance; or
		4. The Unit is no longer eligible.
	3. Repayment of Funds: The Landlord will be required to repay any funds advanced to it by the Subrecipient during any period of time that any of the Payment Conditions are not met or the Landlord has committed fraud.
1. **HOUSING QUALITY STANDARDS AND LANDLORD PROVIDED SERVICES**
	1. The Landlord agrees to maintain the Unit and related facilities in a manner conducive to providing decent, safe and sanitary housing in accordance with 24 CFR 982.401 including any services, maintenance and utilities agreed to in the lease.
	2. The Subrecipient shall have the right to inspect the Unit and related facilities at least annually and at such other times as may be necessary to confirm that the Unit is in decent, safe, and sanitary condition and that required maintenance, services, and utilities are provided.
	3. If the Subrecipient determines that the Landlord is not meeting these requirements, the Subrecipient shall have the right even if the Tenant continues to occupy the Unit, to terminate payment of the Subrecipient’s Share of the rent and/or terminate this Contract.
2. **TERMINATION OF TENANCY**

The Landlord may evict the Tenant in accordance with applicable State and local laws. The Landlord must provide the Subrecipient with a copy of any notice to the Tenant asking or requiring, the Tenant to vacate the Unit, or any complaint used under state or local law to commence an eviction action against the Tenant.

1. **FAIR HOUSING REQUIREMENTS**
	1. Non-discrimination: 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 shall enure to the benefit of HUD, Indiana Housing and Community Development Authority, and the Subrecipient, any of which shall be entitled to exercise any of the remedies available at law or in equity to redress any breach or to compel compliance by the Landlord.
	2. Cooperation in Compliance Reviews: The Landlord shall cooperate with the Subrecipient, the Indiana Housing and Community Development Authority, and HUD during compliance reviews, audits, and investigations pursuant to all applicable civil rights statues, Executive Orders and all Program related rules and regulations.
2. **VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013**

The Landlord and Subrecipient must comply with 24 CFR part 5.

* 1. Notification Of Occupancy Rights Under VAWA And Certification Form

The Subrecipient 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 the Tenant at the following times:

* 1. At the time the person is denied rental assistance;
	2. At the time the person is provided rental assistance;
	3. With any of termination of rental assistance; and
	4. During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

The Landlord must provide the notice of occupancy rights set forth Form HUD 5380 and the certification form set forth in Form HUD 5382 with any notification of eviction that the Landlord or property manager provides to the Tenant during the period for which the Tenant is receiving COC tenant-based rental assistance.

* 1. Request for VAWA protections

If the Tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the Tenant must submit such request through the Subrecipent. The Subrecipent must work with the Landlord or property manager to facilitate protections on the tenant's behalf and the Landlord must comply with these requirements. The Subrecipent must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). The Subrecipent is also responsible for determining on a case-by-case basis whether to provide new tenant-based rental assistance to a remaining tenant if lease bifurcation or an emergency transfer results in division of the household.

* 1. Emergency Transfers

The Subrecipent must use and implement the emergency transfer plan set forth in Form HUD-5381 and must make the determination of whether a tenant qualifies for an emergency transfer under the plan. The Subrecipent may provide Form HUD -5383 to a tenant that is requesting an emergency transfer. 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 Subrecipent must work with the Landlord to provide a list of properties in the jurisdiction that include COC-assisted units and the Landlord must comply. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the COC-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the COC-assisted units.

* 1. Confidentiality

Any information submitted to the Subrecipent and/or the Landlord, 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 covered housing provider.

Neither the Subrecipent nor the Landlord shall not allow any individual administering assistance on behalf of the Subrecipent, Landlord or any persons within their employ (e.g., contractors) or in the employ of the Subrecipent or Landlord to have access to confidential information unless explicitly authorized by the Subrecipent or the Landlord for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Neither the Subrecipent nor the Landlord 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:

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

The Subrecipent’s and/or the Landlord’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 and/or Landlord as applicable. However, nothing in this paragraph shall be construed to limit the liability of the Subrecipent or the Landlord for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

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

The Landlord understands that may 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:

1. Without regard to whether the household member is a signatory to the lease; and
2. 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. If a family who lives in a COC-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the COC-assisted unit.

The Subrecipent must provide a “reasonable grace period” for remaining persons residing in the unit to establish eligibility for COC assistance or find alternative housing, which period shall be no less than 90 calendar days and no more than one year from the date of bifurcation of a lease, consistent with 24 CFR 574.460.

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

When the Subrecipent or the Landlord exercises the option to bifurcate a lease, as provided in 24 CFR 5.2009(a), in order to evict, remove, terminate occupancy rights, or terminate assistance to a person with AIDS or related diseases that receives rental assistance or resides in rental housing assisted under the Program for engaging in criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, the Subrecipient and the Landlord shall provide the remaining persons residing in the unit a reasonable grace period to establish eligibility to receive COC assistance or find alternative housing. The Subrecipent shall notify the remaining persons residing in the unit of the duration of the reasonable grace period and may assist them with information on other available housing programs and with moving expenses.

* 1. Prohibited Denial/Termination

The Subrecipent and the Landlord shall ensure that any applicant for or tenant of COC-assisted housing 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.

* 1. Construction Of Lease Terms

The Landlord shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

1. A serious or repeated violation of a lease for COC-assisted housing by the victim or threatened victim of such incident; or
2. Good cause for terminating the assistance, tenancy or occupancy rights to COC-assisted housing of the victim of such incident.
	1. Termination On The Basis Of Criminal Activity

The Landlord may not deny assistance, tenancy, or occupancy rights to COC-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 COC-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 Landlord of COC-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.

1. **SUBRECIPIENT AND HUD ACCESS TO LANDLORD RECORDS**
	1. The Landlord shall provide any information pertinent to this Contract which the Subrecipient or HUD may reasonably require.
	2. The Landlord shall permit the Subrecipient or HUD or any of their authorized representatives to have access to the premises for the purposes of audit and examination and to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.
2. **RIGHTS OF SUBRECIPIENT IF LANDLORD BREACHES CONTRACT**
	1. Any of the following shall constitute a breach of this 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;
		3. If the Landlord has committed any fraud or made any false statement in connection with this Contract, or has committed fraud or made any false statement in connection with any other federally –assisted program.
	2. The Subrecipient’s right and remedies under the Contract includes recovery of overpayments, termination or reduction of payments and termination of the Contract. If the Subrecpient determines that a breach has occurred, the Subrecipient may exercise any of its rights or remedies under this Contract. The Subrecipient shall notify the Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by the Subrecipient to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.
	3. Any remedies employed by the Subrecipient in accordance with this Contract shall be effective as provided in a written notice by the Subrecipient to the Landlord. The Subrecipient’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 another time.
3. **SUBRECIPIENT RELATION TO THIRD PARTIES**
	1. The Subrecipient 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 Subrecipient and this Contract does not create any relationship between the Subrecipient 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 rights for any third-party beneficiaries to enforce any provision of this Contract or to assert any claim against the Tenant, the Subrecipient, or the Landlord under this Contract, except for HUD or the Indiana Housing and Community Development Authority.
4. **CONFLICT OF INTEREST PROVISIONS**

 No employee of the Subrecipient who formulates policy or influences decisions with respect to the Program and no public official or member of a governing body or State or local legislator who exercise his/her functions or responsibilities with respect to the Program shall have any direct or indirect interest during this person’s tenure or for one (1) year thereafter, in this Contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

1. **TRANSFER OF THE CONTRACT**

The Landlord shall not transfer in any form this Contract without the prior written consent of the Subrecipient. The Subrecipient shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Subrecipient) 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 Subrecipient. No changes in this Contract shall be made except in writing signed by both the Landlord and the Subrecipient.
	2. The Contract shall be interpreted in accordance with Indiana Law and implemented in accordance with HUD requirements.
2. **WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**
	1. The Landlord warrants (1) the Unit is in decent, safe, and sanitary condition as defined in 24 CFR 982.401 and that the Landlord has the legal right to lease the Unit covered by this Contract during the term of the lease.
	2. The Landlord certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any Federal department or agency or any agency or political subdivision of the State of Indiana.
	3. 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.
3. LEAD-BASED PAINT

The Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821](http://uscode.regstoday.com/42USC4821.aspx)–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851](http://uscode.regstoday.com/42USC4851.aspx)–4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to this Program. Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Accordingly the Landlord must ensure that the following steps are being taken:

1. Provision of all prospective families with "Protect Your Family from Lead in Your Home",
2. Disclosure of known lead-based paint hazards to prospective tenants before the lease is signed,
3. Performance of a visual assessment for deteriorated paint.
4. Stabilization of deteriorated painted surfaces and performance of hazard reduction activities,
5. Notification of tenants each time such an activity is performed,
6. Conducting all work in accordance with HUD safe practices,
7. Maintaining records concerning paint stabilization by owners of deteriorated paint.
8. Performing clearance examinations after paint stabilization and before re-occupancy.
9. Performing ongoing lead-based paint maintenance when there is an ongoing relationship with HUD.
10. If the Landlord is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an PSH-assisted unit has been identified as having an environmental intervention blood lead level (“EIBLL”), the Landlord must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.
11. Maintaining records of actions taken concerning a child with an EIBLL in a covered unit
12. As part of ongoing maintenance asking each family to report deteriorated paint.

**Landlord Name Subrecipient**

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

Type or Print name here Type or print name here

 \_\_

 Signature Date Signature Date

# SRA-Rent Reasonableness Verification (MASTER LEASE)

**Utilize Go8 Software System via** [**www.GoSection8.com**](http://www.GoSection8.com) **and place in participant’s file.**

24 CFR 578.51 (g) Rent reasonableness. The rent charged for the Unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

SRA-Sublease Agreement between Tenant & Subrecipient (MASTER LEASE)

1. RECITALS

This sublease is entered into by and between the       (the “Subrecipient”) and the Tenant indicated above.

|  |  |
| --- | --- |
| Subrecipient :   | Tenant Name: |
| Address:  | Unit: |
| Phone: | Address: |
| Email:  |

1. PERMANENT SUPPORTIVE HOUSING RENTAL ASSISTANCE PROGRAM

The Subrecipient has agreed to allow the Tenant identified above to participate in the Permanent Supportive Housing Rental Assistance Program (“the Program”). Under this program, the Subrecipient makes monthly rental payments to its landlord on behalf of the Tenant with Continuum of Care Program funding (“CoC”) received from the U.S Department of Housing and Urban Development. The Subrecipient is under no obligation to the Tenant, the landlord, or any other party until the Subrecipient has approved the unit and entered into an Agreement with the landlord.

1. TERM OF THE SUBLEASE

The term of this Sublease shall begin on      and end no later than\_     \_\_.

The Sublease automatically ends on the last day of the term of the Lease with the landlord.

1. KEY STEPS IN THE PROGRAM
	1. The Subrecipient will work with the landlord and the Tenant to complete the following steps:
		1. The landlord and the Subrecipient must execute an approved lease;
		2. The Tenant must execute a sublease with the Subrecipient;
		3. The unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of the opposite sex, other than very young children, may not be required to occupy the same bedroom living/sleeping room; and
		4. Housing Quality Inspection must be completed and passed annually.
2. SECURITY DEPOSITS

The Subrecipient will pay a security deposit to the landlord, consistent with local market practices, however the amount of the Security Deposit cannot exceed two (2) month’s rent. When the Tenant moves out, the landlord will refund any amounts due to the Subrecipient pursuant to State and local law.

1. TENANT’S SHARE OF THE RENT

The portion of the rent payable by the Tenant to the Subrecipient (“Tenant’s Share”) is calculated based upon the Tenant’s ability to pay which may be up to thirty percent (30%) of the Tenant’s adjusted gross income. The Tenant must provide the Subrecipient with information about income, assets, and other household circumstances that affect the amount the Tenant can pay. The Tenant’s Share may change as a result of changes in income or other household circumstances. Each month, the Subrecipient will make the monthly rental payment to the Landlord on behalf of the Tenant.

1. **RENT AND UTILITY AMOUNTS PAYABLE**
	1. Tenant’s Share for the first month’s rent is $\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. Tenant’s Share of the rent after first month shall be $\_\_\_\_\_\_\_\_ (the “Rent”). Rent is due the **first day of the month** for the next twelve months until this Sublease is terminated.
	3. Additionally, Tenant shall pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for utilities. Utilities are due the **first day of the month** for the next twelve months until this Sublease is terminated.
	4. With no less than sixty (60) days notice to the Tenant, the Subrecipient may propose a reasonable adjustment to be effective no earlier than the 13th month of this Sublease. The Tenant may reject the proposed rent. The Tenant may reject the proposed rent by providing the Subrecipient with a thirty (30)-days’ written notice or intent to vacate. If the Tenant rejects the proposed rent, the Tenant must give Subrecipient thirty (30) days’ notice of intent to terminate this Sublease.
	5. Payment Conditions: The right of the Subrecipient to receive payments under this Sublease shall be subject to its compliance with all of the provisions of the Sublease. The Subrecipient shall be paid Tenant’s Share on **first day of the month** for which the payment is due. Tenant shall pay Tenant’s Share by money order, personal check, or cashier’s check made payable to the Subrecipient. The payment is considered late if it is not made within five (5) days and the Subrecipient is entitled to make a written demand for any unpaid rent on the day after the due date. If payment is not collected, the Subrecipient is entitled to consider other options like a written payment pledge or termination from the Program.

Utilities and Appliances: The utilities and appliances listed in Column 2 are provided by the landlord and are included in the rent. The utilities and appliances listed in Column 3 below are not included in the rent and are paid separately by the Subrecipient.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Utility / Appliance** | **Included in Rent** | **Paid by Subrecipient** | **Utility/ Appliance** | **Included in Rent** | **Paid by Subrecipient** |
| Heating |       |       | Water Heating |       |       |
| Cooking |       |       | Water |       |       |
| Other Electric |       |       | Sewer |       |       |
| Air Conditioning |       |       | Trash Collection |       |       |
| Range/Microwave |       |       | Other |       |       |
| Refrigerator |       |       | Other |       |       |

Household Members: Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the household without receiving the Subrecipient’s permission.

|  |  |  |
| --- | --- | --- |
| **Household Member** | **Relationship to Primary Tenant** | **Age** |
| 1.       |       |       |
| 2.       |       |       |
| 3.       |       |       |
| 4.       |       |       |
| 5.       |       |       |
| 6.       |       |       |
| 7.       |       |       |
| 8.       |       |       |

1. REQUIREMENTS FOR PARTICIPATING TENANTS

The Tenant and its household member’s must:

1. Be eligible for assistance under Program under all program guidelines and provide necessary documentation establishing eligibility.
2. Supply information and documentation regarding the household’s income, assets and other household circumstances that may affect eligibility and Tenant’s Share and cooperate fully with annual income certifications and interim, and re-certifications. Any misrepresentation of the Tenant’s income, whether prior to the date of the sublease, during the term of the sublease, or in the course of an annual recertification, is a violation of this sublease and constitutes possible termination from the Program.
3. Allow a designee of the Subrecipient to inspect the unit at reasonable times and upon reasonable notice.
4. Notify the Subrecipient when requesting permission for any additional persons to move in or out of the unit and before vacating the unit.
5. Use the unit as the household’s principal place of residence and solely as a residence for the household.
6. Not sublease or assign the sublease.
7. Not be currently receiving rental assistance from any other Federal, State or local sources.
8. The Tenant shall comply with all governmental requirements relating to the use of the unit and/or the building
9. The Tenant shall not use the unit or building in such a way as to violate any governmental requirements, including laws prohibiting the use, possession, or sale of illegal drugs.
10. The Tenant shall not commit waste or cause or permit any nuisance.
11. The Tenant shall not unreasonably annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant or nearby resident, including (without limitation) the use or threat of violence.
12. LENGTH OF ASSISTANCE

Participation in the Program and assistance may be terminated if the Tenant does not follow the requirements of the Sublease and other Program agreements with the Subrecipient. The Subrecipient will give the Tenant at least thirty (30) days’ notice of termination of assistance. The Tenant will be required to repay Subrecipient the for any rent that is paid on its behalf during a period of time that the Tenant is no longer occupying the unit if the Tenant has not provided notice to the Landlord prior to the time the Tenant vacates the unit.

1. EQUAL HOUSING OPPORTUNITY

If 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 set up a “hot line” to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is 1-(800) 669-9777.

1. VIOLENCE AGAINST WOMEN REATHORIZATION ACT OF 2013
2. Notification Of Occupancy Rights Under VAWA And Certification Form

The Subrecipient must ensure that 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 the Tenant at the following times:

1. At the time the person is denied rental assistance;
2. At the time the person is provided rental assistance;
3. With any of termination of rental assistance; and
4. During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

The Subrecipient must provide the notice of occupancy rights set forth Form HUD 5380 and the certification form set forth in Form HUD 5382 with any notification of eviction that the Subrecipient or property manager provides to the Tenant during the period for which the Tenant is receiving COC tenant-based rental assistance.

1. Request for VAWA protections

If the Tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the Tenant must submit such request through the Subrecipent. The Subrecipent must work with the landlord or property manager to facilitate protections on the tenant's behalf and the Subrecipient must comply with these requirements. The Subrecipent must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). The Subrecipent is also responsible for determining on a case-by-case basis whether to provide new tenant-based rental assistance to a remaining tenant if lease bifurcation or an emergency transfer results in division of the household.

1. Emergency Transfers

The Subrecipent must use and implement the emergency transfer plan set forth in Form HUD-5381 and must make the determination of whether a tenant qualifies for an emergency transfer under the plan. The Subrecipent may provide Form HUD -5383 to a tenant that is requesting an emergency transfer. 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 Subrecipent must work with the landlord to provide a list of properties in the jurisdiction that include COC-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the COC-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the COC-assisted units.

1. Confidentiality

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

Neither the Subrecipent nor the landlord 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:

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

The Subrecipent’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 and/or Landlord as applicable. However, nothing in this paragraph shall be construed to limit the liability of the Subrecipent or the Landlord for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

1. Remedies Available To Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking.

The Subrecipient understands that may 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:

1. Without regard to whether the household member is a signatory to the lease; and
2. 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. If a family who lives in a COC-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the COC-assisted unit.

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

When the Subrecipent exercises the option to bifurcate a lease, as provided in 24 CFR 5.2009(a), in order to evict, remove, terminate occupancy rights, or terminate assistance to a person with AIDS or related diseases that receives rental assistance or resides in rental housing assisted under the Program for engaging in criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, the Subrecipient shall provide the remaining persons residing in the unit a reasonable grace period to establish eligibility to receive COC assistance or find alternative housing. The Subrecipent shall notify the remaining persons residing in the unit of the duration of the reasonable grace period and may assist them with information on other available housing programs and with moving expenses.

1. Prohibited Denial/Termination

The Subrecipent shall ensure that any applicant for or tenant of COC-assisted housing 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.

1. Construction Of Lease Terms

The Subrecipient shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

1. A serious or repeated violation of a lease for COC-assisted housing by the victim or threatened victim of such incident; or
2. Good cause for terminating the assistance, tenancy or occupancy rights to COC-assisted housing of the victim of such incident.
3. Termination On The Basis Of Criminal Activity

The Subrecipient may not deny assistance, tenancy, or occupancy rights to COC-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 Subrecipient 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 must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

1. HOUSING QUALITY STANDARDS

The Subrecipient shall have 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 being provided.

1. TERMINATION OF TENANCY

The Subrecipient may evict the Tenant following applicable State and local laws. The Subrecipient will provide the Tenant with a copy of the required notice.

1. RIGHTS OF SUBRECIPIENT IF TENANT BREACHES SUBLEASE
2. Any of the following shall constitute a breach of the Sublease:
	* 1. If the Tenant has violated any obligation under this Sublease or
		2. If the Tenant has demonstrated any intention to violate any obligation under this Sublease.
		3. If the Tenant has committed any fraud or made any false statement in connection with this Sublease, or has committed fraud or made any false statement in connection with any other housing assistance program.
3. The Subrecipient’s right and remedies under the Sublease includes recovery of overpayments, termination or reduction of payments and termination of this Sublease. If the Subrecipient determines that a breach has occurred, the Subrecipient may exercise any of its rights or remedies under this Sublease. The Subrecipient shall notify the Tenant in writing of such determination including a brief statement of the reasons for the determination. The notice by the Subrecipient to the Tenant may require the Tenant to take corrective action by a time prescribed in the notice.
4. The Subrecipient’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. ENTIRE AGREEMENT: INTERPRETATION
6. This Sublease contains the entire agreement between the Tenant and the Subrecipient. No changes in this Sublease shall be made except in writing signed and dated by both the Tenant and the Subrecipient.
7. This Sublease shall be interpreted and implemented in accordance with HUD requirements.

IN WITNESS WHEREOF, Tenant and the Subrecipient have executed this Sublease

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. **I understand that any misrepresentation of information or failure to disclose information requested on this form may disqualify me from participation in the Program and may be grounds for termination of assistance and/or repayment of any assistance that I receive based on fraud or an omission.**

 **Tenant Subrecipient**

 Type or print name here Type or print name here

 Signature Date Signature Date