

**Miami-Dade County Homeless Trust  
 Miami-Dade Continuum of Care Permanent Supportive Housing  
 Tenant-Based Rental Assistance  
 LANDLORD-PARTICIPATION AGREEMENT**

<b>&lt;&lt;LANDLORD FIRST AND LAST NAME&gt;&gt;</b>	<b>&lt;&lt;Rental property street address, unit, city, state, zip&gt;&gt;</b>	<b>&lt;&lt;TENANT first and last NAME&gt;&gt;</b>
<<landlord street address, unit, city, state, zip>>		
<<landlord phone>>		
<<landlord email>>		

The above-named Tenant participates in the Miami-Dade Continuum of Care Permanent Supportive Housing Tenant-Based Rental Assistance Program ("Program") administered by Miami-Dade County ("County"), through its Miami-Dade County Homeless Trust ("Trust"). Rent payments are made by the Trust's Fiscal Agent, MDG Associates, Inc ("Agent").

The Homeless Trust also subcontracts with <<insert provider name>> ("PSH Provider") to assist the Homeless Trust in providing housing-related assistance to the Tenant. The PSH Provider assists the Tenant in locating rental housing, providing the documentation necessary to permit the Homeless Trust to make rental payments to the Landlord, and with the lease-up process. The PSH Provider also provides housing stability and case management support to the Tenant and serves as a liaison between the Tenant and Landlord.

This Landlord Participation Agreement ("Agreement") under the Program is entered into between the County, through its Homeless Trust, the PSH Provider and the Landlord identified above. This Agreement applies only to the Tenant family and the Unit identified above.

On behalf of the Trust, the Agent will approve and make rental payments, inclusive of security deposits; consider and facilitate rent adjustments; determine Tenant and Program share of the rent in accordance with local, state and federal rules and regulations.

**1. TERM OF THE AGREEMENT**

The Term of this Agreement shall begin on <<insert move-in date, lease start date>> and automatically terminates upon the last day of the term of the Lease between the Landlord and Tenant.

However, no rental assistance shall be made to a housing unit under this Program unless it first meets size, rent and NSPIRE requirements in accordance with federal and local regulations and provisions governing the Program and is approved in writing by the Trust.

**2. SECURITY DEPOSIT**

The Homeless Trust <<will/will not>> pay a security deposit to the Landlord in the amount of <<\$<<insert amount>>>>.

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Security deposit and, if required, advance payment of last month's rent, whether paid by the Trust or by Tenant, will be held by the Landlord during the period the Tenant occupies the Unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

After the Tenant has moved from the Unit, the Landlord may, subject to state and local law and terms of the Program Lease Addendum incorporated herein by reference, use the security deposit, whether paid by the Trust, through MDG, or Tenant, including any interest on the deposit, as reimbursement for rent or for any other amounts payable by the Tenant under the Lease. Reimbursement for Tenant damages may not exceed the amount of the security deposit. The landlord will give the Tenant and PSH Provider a written list of all items charged against the security deposit and the amount of each item. In accordance with the Program Lease Addendum and after deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the party who paid the deposit.

**3. RENT AND AMOUNTS PAYABLE BY TENANT AND COUNTY**

A. *Approved Rent.* The total monthly rent payable to the Landlord during the term of this Agreement and the Lease is \$<<insert amount>>.

B. *Rent Adjustments.* With no less than 60 days' notice to the Tenant, the Trust, through its Agent and the PSH Provider, the Landlord may propose a reasonable adjustment to the total month rent, however, such rent adjustment shall not be made effective during the first twelve months of the Lease term. The proposed rent may be rejected by either the Tenant, the Trust or its Agent. The Tenant may reject the proposed rent by providing the Landlord with 30-day notice written notice of intent to vacate. If the Trust or its Agent, rejects the proposed rent, the Trust or its Agent must give both the Tenant and the Landlord 30-day notice of intent to terminate the Agreement. In any event, the proposed rent may not exceed the HUD regulations governing the Program.

C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by the Trust or its Agent, the Tenant's share of the rent shall be \$<<insert amount>>.

D. *Program Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by the Trust, the Trust's share of the rent shall be \$<<insert amount>>. Tenants with income may be assigned a portion of the rent not to exceed 30% of their income. The Trust, its Agent, the PSH Provider nor HUD assumes any-obligation for the Tenant's portion of the rent, or for payment of any claim by the Landlord against the Tenant. The Trust, PSH Provider and HUD's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Agreement.

E. *Payment Conditions.* The right of the Landlord to receive payments under this Agreement shall be subject to compliance with all of the provisions of the Agreement and the Lease executed by the Tenant and Landlord and as amended by the Program's Lease Amendment. The Landlord shall be paid under this Agreement on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check or County issuance of an ACH payment to the bank account provided in the Landlord's ACH Authorization shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

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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 named above in this Agreement.
3. The Landlord has not received and will not receive any payments from the Tenant and the Trust or its Agent as total monthly rent for the Unit other than those identified in this Agreement. Total monthly rent amount, as set forth in the Lease and this Agreement, includes all housing services, maintenance, utilities and appliances to be provided by the Landlord in accordance with the Lease. The Landlord must immediately return any excess rent payment collected from the Tenant and/or the Trust directly to the party from whom the excess payment was collected.
4. To the best of the Landlord's knowledge, the Unit is used solely as the Tenant's principal place of residence.

F. *Overpayments.* If the Trust or its Agent determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Trust may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Agreement with the Trust.

G. *Vacated Unit Payments.* If the Unit is vacated before the expiration of the lease, the rental assistance for the Unit may continue at the sole discretion of the Trust for a maximum of 30 days from the end of the month in which the Unit was vacated, unless occupied by another Program-eligible household. No additional assistance will be paid until the Unit is occupied by another eligible person. The Trust in consultation with the PSH Provider, at the sole discretion of the Trust, shall determine if the Tenant has vacated the Unit pursuant to federal regulations and local Program tenant participation policies.

#### **4. HOUSING STANDARDS AND LANDLORD-PROVIDED SERVICES**

A. The Landlord agrees to maintain and operate the Unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 5.703 , including all of the services, maintenance and utilities agreed to in the Lease.

B. The Trust or its Agent and the PSH Provider 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 the Unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

C. If the Trust or its Agent or the PSH Provider determines that the Landlord is not meeting these obligations, the Trust shall have the right, even if the Tenant continues in occupancy, to terminate payment of the Trust share of the rent and/or terminate the Agreement.

D. The Landlord shall immediately notify the Trust's Agent and the PSH Provider when the Tenant has moved from the Unit.

#### **5. PROGRAM COMMUNICATION AND ASSISTANCE**

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The Landlord will seek the assistance of the PSH Provider as set forth in the Landlord, Tenant and PSH Provider Communication Agreement executed by the parties and incorporated by reference as part of this Agreement.

A. While the Housing Assistance Program recognizes the Landlord's right to take appropriate action(s) as the Landlord sees fit within the rights and the limits of the law if the Tenant is not paying their portion of the rent or utilities, the Landlord hereby agrees to immediately inform the PSH Provider of any problems concerning Tenant's non-payment of their portion prior to taking legal action.

B. The Landlord shall notify the PSH Provider of any concern regarding the Tenant's ability to maintain the leased premises in decent condition prior to taking any action towards eviction on such basis.

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

E. The Landlord shall ask for the PSH Provider's assistance-with resolving conflict with the Tenant prior to such conflict rising to the level of a breach of lease terms.

F. The PSH Provider receives its funding for this project through a grant administered by the Trust. In the event the PSH Provider's sub-grantee agreement is terminated, the Landlord agrees to enter into a new Program Participation and Communication Agreements with the Trust and a PSH Provider selected by the Trust to serve the Tenant.

## **6. TERMINATION OF TENANCY**

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days written notice of the termination and notify the PSH Provider in writing when eviction proceedings are begun. This may be done by providing the PSH Provider with a copy of the required notice to the Tenant.

## **7. COUNTY AND FEDERAL FAIR HOUSING REQUIREMENTS**

A. *Nondiscrimination.* 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, sexual orientation, gender identity, gender expression, handicap, national origin, ancestry, familial status, marital status, pregnancy, veteran status or source of income. The obligation of the Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America and its Department of Housing and Urban Development ("HUD") and the Trust, any of which shall be entitled to invoke any of the remedies available by law to redress any breach or to compel compliance by the Landlord.

B. *Cooperation in Equal Opportunity Compliance Reviews.* The Landlord shall comply with the PSH Provider, the Trust and/or HUD in conducting compliance reviews and complaint

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investigations pursuant to all applicable civil rights statutes, codes, Executive Orders and all related rules and regulations.

**8. ACCESS TO LANDLORD RECORDS**

A. The Landlord shall provide any information pertinent to this Agreement which the Trust or its Agent, the PSH Provider or HUD may reasonably require.

B. The Landlord shall permit the Trust, its Agent, the PSH Provider or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Agreement.

**9. RIGHTS OF MIAMI-DADE COUNTY, THROUGH ITS TRUST, IF LANDLORD BREACHES THE AGREEMENT**

A. Any of the following shall constitute a breach of the Agreement:

1. If the Landlord has violated any obligation under this Agreement; or
2. If the Landlord has demonstrated any intention to violate any obligation under this Agreement; or
3. If the Landlord has committed any fraud or made any false statement in connection with the Agreement, or has committed fraud, made any false statement or any other criminal act in connection with any Federal housing assistance program.

B. The Trust's right and remedies under the Agreement include recovery of overpayments, termination or reduction of payments, and termination of the Agreement. If the Trust or its Agent determines that a breach has occurred, the Trust may exercise any of its rights or remedies under the Agreement. The Trust or its Agent shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Trust to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.

C. Any remedies employed by the Trust or its Agent in accordance with this Agreement shall be effective as provided in a written notice by the Trust or its Agent to the Landlord. The Trust'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.

**10. RELATIONSHIP TO THIRD PARTIES**

A. The Trust and its Agent nor the PSH Provider assumes 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 Agreement, or as a result of any other action or failure to act by the Landlord.

B. The Landlord is not the agent of the Trust or its Agent or the PSH Provider and this Agreement does not create or affect any relationship between the Trust or the PSH Provider and any lender to the Landlord, or any suppliers, employees, Contractors or subcontractors used by the Landlord in connection with this Agreement.

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C. Nothing in this Agreement shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Agreement or to assess any claim against HUD, the Trust, its Agent, the PSH Provider or the Landlord under this Agreement.

**11. CONFLICT OF INTEREST PROVISIONS**

No employee of the Trust or its Agent, the PSH-Provider nor of the grant recipient 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 their functions or responsibilities with respect to the Program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this Agreement or in any proceeds or benefits arising from the Agreement or to any benefits which may arise from it.

**12. TRANSFER OF THE AGREEMENT**

The Landlord shall not transfer in any form this Agreement without the prior written consent of the Trust or its Agent. The County shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to The County) to comply with all terms and conditions of this Agreement.

In the event the Trust approves transfer of this Agreement, the transferee must notify the Trust or its Agent and their tenant PSH Provider of an ownership transfer and submit all necessary paperwork and documents to the PSH Provider or the Trust's Agent. Upon notification, the Trust shall cease payments to the Landlord. In the event of an overlap between the transfer of ownership date and the date the payments are stopped, the Trust and its Agent shall not be liable for funds already disbursed to the Landlord. The Housing Assistance Payment disbursements shall be resolved between the transferee and Landlord. If the change of ownership package is received before the 15<sup>th</sup> of the month, payments will commence at the beginning of the month. If the Change of Ownership package is received after the 15<sup>th</sup> of the month, payments will commence at the beginning of the month. If the Change of Ownership package is received after the 15<sup>th</sup> of the month, payments will start the following month on the 1<sup>st</sup> of the month. Failure to submit the information before the close of the rental assistance program grants releases the Trust and its Agent from responsibility for previous housing assistance payments.

**13. ENTIRE AGREEMENT: INTERPRETATION**

A. This Agreement with any signed Amendments must contain the entire agreement between the Landlord, the Trust, and the PSH Provider. No changes in this Agreement shall be made except in writing signed by both the Landlord and the PSH Provider except as follows:

1. In the event there is an adjustment to the Program and Tenant portions toward the total monthly rent amount, the Program will issue and deliver a "Rent Letter" to the Landlord, notifying the Landlord of the adjustment and the effective date of the adjustment. Such Rent Letter shall amend the terms of this Agreement effective the same date as the adjustment becomes effective.

B. The Agreement shall be interpreted and implemented in accordance with HUD requirements.

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**14. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**

A. The Landlord warrants the Unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the Unit covered by this Agreement during the Agreement term.

B. The party, if any, executing this Agreement on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

<b>Landlord:</b>	<b>PSH Provider Representative:</b>
Signature & Date	Signature & Date
Print Name and Title	Print Name and Title
<b>Miami-Dade County Homeless Trust [MDG Associates LLC, Agent of Homeless Trust]:</b>	
Signature & Date	
Print Name and Title	

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 statements or entries, in any matter within the jurisdiction of any department or PSH Provider of the United States, shall be fined not more than \$10,000, or imprisoned for not more than-five years, or both.