

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

| LANDLORD NAME & ADDRESS | UNIT NO. & ADDRESS | TENANT NAME |
|-------------------------|--------------------|-------------|
| | | |
| | | |
| | | |
| Telephone No.: | | |
| | | |

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. Rent payments are made by the County's Public Housing and Community Development ("PHCD") Department. The County subcontracts with _____ ("PSH Provider") to assist the County 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 County 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, _____ (PSH Provider) and the Landlord identified above. This Agreement applies only to the Tenant family and the Unit identified above.

1. TERM OF THE AGREEMENT

The Term of this Agreement shall begin on _____ and automatically terminates upon the last day of the term of the Lease between the Landlord and Tenant (Lease).

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

2. SECURITY DEPOSIT

A. The County ☐ will pay a security deposit to the Landlord in the amount of \$_____ or ☐ will not pay a security deposit on behalf of the Tenant. The County ☐ will pay one month's advance payment for last month's rent or ☐ will not make one month's advance payment for last month's rent.

Security deposit and, if required, advance payment of last month's rent, whether paid by the County 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.

B. 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 County 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.

C. The Landlord shall immediately notify the County and the PSH Provider when the Tenant has moved from the Unit.

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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 \$_____.

B. **Rent Adjustments.** With no less than 60 days' notice to the Tenant, the County 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 or the County. The Tenant may reject the proposed rent by providing the Landlord with 30 days' notice written notice of intent to vacate. If the County rejects the proposed rent, the County must give both the Tenant and the Landlord thirty (30) days 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 County, the Tenant's share of the rent shall be \$_____.

D. **Program Share of the Rent.** Initially, and until such time as both the Landlord and Tenant are notified by the County, the County's share of the rent shall be \$_____. Tenants with income may be assigned a portion of the rent not to exceed 30% of their income. The County, 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 County 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 a 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:

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 County 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 County 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 County determines that the Landlord is not entitled to any payments received, in addition to other remedies, the County 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 County.

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 County 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 County, at its sole discretion, shall determine if the tenant has vacated the Unit pursuant to federal regulations and local Program tenant participation policies.

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4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

A. The Landlord agrees to maintain and operate the Unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.

B. The County 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 that the Unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

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

5. PROGRAM COMMUNICATION AND ASSISTANCE

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 his or her 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 his or her 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 County. In the event that the PSH Provider's sub-grantee agreement is terminated, the Landlord agrees to enter into a new Program Participation and Communication Agreements with the County and a PSH Provider selected by the County 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 and the County, 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.

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

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

C. Any remedies employed by the County in accordance with this Agreement shall be effective as provided in a written notice by the County to the Landlord. The County'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 County 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 County or the PSH Provider and this Agreement does not create or affect any relationship between the County 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.

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 County, the PSH Provider or the Landlord under this Agreement.

11. CONFLICT OF INTEREST PROVISIONS

A. No employee of the County, the PSH-Provider nor of the FIEARTH 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

Grant# _____ Tenant Name: _____

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The Landlord shall not transfer in any form this Agreement without the prior written consent of the County. 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 that the County approves transfer of this Agreement, the transferee must notify the Miami-Dade County Homeless Trust and their tenant provider, of an ownership transfer and submit all necessary paperwork and documents to the provider or the Rental Assistance staff. Upon notification, the HT 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 Homeless Trust 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 15th of the month, payments will commence at the beginning of the month. If the Change of Ownership package is received after the 15th of the month, payments will commence at the beginning of the month. If the Change of Ownership package is received after the 15th of the month, payments will start the following month on the 1st of the month. Failure to submit the information before the close of the rental assistance program grants releases the Homeless Trust 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 County 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 that 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.

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.

| | |
|---|-------------------------------------|
| Landlord: | PSH Provider Representative: |
| Signature & Date | Signature & Date |
| Print Name and Title | Print Name and Title |
| Miami-Dade County [Homeless Trust] | |

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| | |
|----------------------|--|
| 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.