

CoC RAPID RE-HOUSING Landlord Participation Agreement

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| CoC RAPID RE-HOUSING Landlord Participation Agreement LANDLORD NAME & ADDRESS: _____ _____ _____ Telephone No. _____ | UNIT NO. & ADDRESS | TENANT NAME |
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This Landlord Participation Agreement ("Agreement") under the Miami-Dade County Continuum of Care Rapid Re-Housing (RRH) Program is entered into between [NAME OF AGENCY] ("Agency") and the Landlord identified above. This Agreement applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE AGREEMENT

The Term of this Agreement shall begin on _____ and end upon notice by the Agency that the Tenant will no longer receive rental assistance and/or services under the Agency's RRH Program.

2. SECURITY DEPOSIT

- A. The Agency will pay a security deposit to the Landlord in the amount of \$_____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling 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 dwelling 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. The Landlord will give the Tenant and Agency 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 Agency.
- C. The Landlord shall immediately notify the Agency when the Tenant has moved from the Agreement unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Agency

- A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the first twelve months of this Agreement is \$_____.
- B. *Tenant Share of the Rent and Agency Share of the Rent.* The rent payment responsibility will be shared between the Tenant and the Agency. The tenant's share of the rent will be determined based upon an assessment of need which will be regularly reviewed by the Agency. The distribution of their rent responsibilities will be identified in the Rental Assistance Agreement Form (Addendum 1), incorporated, as amended and updated, as part of this Agreement. Neither the Agency nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The (Agency's) obligation is limited to making rental payments on behalf of the Tenant in accordance with this Agreement.
- C. *Payment Conditions.* The right of the owner to receive payments under this Agreement shall be subject to compliance with all of the provisions of the Agreement. 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 shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. the Agreement 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 Agreement 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 Agency as total monthly rent for the Agreement unit other than those identified in this Agreement. Total

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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 Agency 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.

D. *Overpayments.* If the Agency determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Agency may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Coupon Agreement.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

A. The Landlord agrees to maintain and operate the Agreement 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 Agency shall have the right to inspect the Agreement 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 Agency determines that the Landlord is not meeting these obligations, the Agency shall have the right, even if the Tenant continues in occupancy, to terminate payment of the (Agency's) share of the rent and/or terminate the Agreement.

5. PROGRAM COMMUNICATION AND ASSISTANCE

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

B. 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 Agency of any problems concerning Tenant's non-payment of his or her portion prior to taking legal action.

C. The Landlord shall notify the Agency 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.

D. 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 assisted unit caused by the Tenant or member of his or her household.

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

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 Agency in writing when eviction proceedings are begun. This may be done by providing the Agency with a copy of the required notice to the tenant.

7. MIAMI-DADE 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 insures to the benefit of the United States of America and its Department of Housing and Urban Development, Miami-Dade County and the Agency, any of which shall be entitled to involve 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 Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Agency, Miami-Dade 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. AGENCY AND HUD ACCESS TO LANDLORD RECORDS

A. The Landlord shall provide any information pertinent to this Agreement which the Agency or HUD may reasonably require.

B. The Landlord shall permit the Agency 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 AGENCY 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 or made any false statement in connection with any Federal housing assistance program.

B. The Agency's right and remedies under the Agreement include recovery of overpayments, termination or reduction of payments, and termination of the Agreement. If the Agency determines that a breach has occurred, the Agency may exercise any of its rights or remedies under the Agreement. The Agency shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Agency to the landlord may require the Landlord to take corrective action by a time prescribed in the notice. The Agency receives its funding for this project through a grant administered by the Miami-Dade County Homeless Trust. In the event that the Agency's subrecipient agreement is terminated with the Miami-Dade County Homeless Trust, the Trust may exercise the rights and remedies of the Landlord Participation Agreement.

C. Any remedies employed by the Agency in accordance with this Agreement shall be effective as provided in a written notice by the Agency to the Landlord. The Agency'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. AGENCY RELATIONSHIP TO THIRD PARTIES

A. The Agency 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 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 Agency and this Agreement does not create or affect any relationship between the Agency 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 Agency or the Landlord under this Agreement.

11. CONFLICT OF INTEREST PROVISIONS

A. No employee of the Agency nor of the HEARTH grant recipient who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his 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 Agency. The Agency shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Agency) to comply with all terms and conditions of this Agreement.

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13. ENTIRE AGREEMENT: INTERPRETATION

A. This Agreement with any signed Amendments must contain the entire agreement between the Landlord and the Agency. No changes in this Agreement shall be made except in writing signed by both the Landlord and the Agency.

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 dwelling unit covered by this Agreement during the Agreement term.

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| 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 Name (Type or Print): | Agency Representative (Type or Print): |
| (Signature/Date) | (Signature/Date) |

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 agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE MAILED TO: SS NO. _____

NAME(S) _____

ADDRESS _____

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

See Addendum- Rental Assistance Agreement