**Instructions:** This agreement covers ESG “Tenant-Based” Rental Assistance and must be completed by the Housing Assessment and Resource Agency (HARA) and Landlord when providing rental assistance under both the homelessness prevention and rapid re-housing components of the ESG Program. **When paying rental arrears *only,* a Rental Assistance Agreement is required as arrears are considered rental assistance. The Rental Assistance Agreement does not take the place of the lease between the program participant and landlord.**

|  |  |
| --- | --- |
| **HARA:** | |
| **Program Participant:** | |
| **Address of the Unit being Rented:** | |
| **Name of Apartment Complex if applicable:** | |
| **Landlord Name:** | **Phone:** |
| **Landlord Address:** | |

When providing tenant-based rental assistance, the Rental Assistance Agreement with the Landlord must terminate, and no further rental assistance payment can be made if:

* The program participant moves out of the housing unit;
* The lease terminates and is not renewed;
* The program participant becomes ineligible to receive ESG rental assistance.

During the term of the Rental Assistance Agreement, the Landlord must provide the HARA a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

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| --- | --- |
| **Terms of Agreement:** (term of the rental assistance agreement should be for the length of time the HARA anticipates providing assistance). | |
| The term of this Rental Assistance Agreement begins on | |  | | --- | |  | |
| and ends on | |  | | --- | |  | |
| **Security Deposit:** | |
| HARA will pay a Security Deposit to Landlord in the amount of $ | |  | | --- | |  | |
| **Rental Arrears:** | |
| HARA will pay Rental Arrears to Landlord in the amount of $ | |  | | --- | |  | |
| Number of months of arrears paid | |  | | --- | |  | |

|  |  |  |
| --- | --- | --- |
| **Monthly Rent:** | | |
| The monthly rent payable to the Landlord is $ | |  | | --- | |  | | |
| Of the monthly rent amount, the HARA portion is $ | |  | | --- | |  | | |
| Of the monthly rent amount, the program participant portion is $ | |  | | --- | |  | | |
| The program participant will pay their monthly portion to | HARA | LANDLORD |
| **Payment Due Date:** (payment due date, grace period, and late payment penalty requirements must be the same as indicated in the program participant’s lease). | | |
| The payment due date is | |  | | --- | |  | | |
| The grace period for payment is | |  | | --- | |  | | |
| Late penalty requirements are  (HARA cannot use ESG Program funds to pay late payment penalty costs). | |  | | --- | |  | | |

|  |  |
| --- | --- |
| **Program Participant Signature:** | **Date:** |
| **Landlord Signature:** | **Date:** |
| **HARA Staff Signature:** | **Date:** |

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2013**

|  |  |  |
| --- | --- | --- |
| **TENANT:** | **LANDLORD:** | **UNIT NO. & ADDRESS:** |

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above reference unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is      . This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

|  |  |
| --- | --- |
| **Tenant Signature:** | **Date:** |
| **Landlord Signature:** | **Date:** |