

## TENANT – BASED RENTAL ASSISTANCE

### Tenant & Owner/Landlord Information Packet

TO: TENANT AND OWNER/LANDLORD
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#### HOUSEHOLD COMPOSITION

- Tenant must inform Program Administrator of **any** household changes **within 30 calendar days**.
- Tenant cannot add other persons to the household without prior written approval by the landlord and Program Administrator **except** when adding a child by birth, adoption, or custody awarded by the court.

#### THE LEASE

- Is executed between the tenant and landlord
- Cannot be "option to buy," "sublet," "assigned," or "transferred."
- **Must:**
  - Comply with state and local laws.
  - Be a legal lease agreement with an inventory checklist.
  - **Contain:** owner and tenant names, rental unit address, begin and end date of the lease, a renewal provision after the initial lease term, the contract rent, who is providing utilities and appliances. (**NOTE:** Utility/Appliance changes can only be made at re-examination.)
  - Be signed by both tenant/landlord and provided to Program Administrator.
  - Have the Lease Addendum attached.
  - State the amount and location where the security deposit is held.
  - State the late fee amount and due date (if applicable).
  - List persons who live in the unit. **Only Landlord/Program Administrator** approved persons may reside in the unit.
  - When the unit passes inspection, a lease is signed by the tenant and owner and a Rental Assistance Contract is signed by the owner and Program Administrator.

#### SECURITY DEPOSIT and PAYMENT

- The security deposit cannot exceed one and one-half month's rent (in accordance with State law).
- The tenant or Program Administrator pays the security deposit.
- Payments cannot begin prior to the unit passing inspection, regardless of the move-in date.
- Program Administrator will notify both tenant/landlord in writing of any changes in the payments.
- The tenant and landlord cannot arrange for personal 'deals' that involve the exchange of cash for rental assistance.
- The landlord cannot be related (parent, child, grandparent, grandchild, sister or brother) to any occupant unless the unit is necessary to provide reasonable accommodation for a family member with disabilities.
- The landlord cannot receive payment from other sources for rental of the unit during the Contract term.
- The tenant pays the landlord only the amount stated in the agreement except when paying a late charge as described in the lease.

#### THE UNIT'S HOUSING QUALITY STANDARDS (HQS) INSPECTION

- Tenant and landlord complete the Request for Lease Approval/Rental Unit Information form and mail it to the Program Administrator. Upon receipt the Program Administrator will inspect the unit.
- If repairs are required, the Program Administrator will forward a notice of deficiencies to both the tenant and landlord.
- The Program Administrator **must inspect** the unit annually. Repairs must be completed within 30 days unless otherwise noted.
- Landlord must be allowed access to make repairs.
- The Program Administrator must be allowed to inspect the unit at reasonable times with reasonable notice.
- Tenant must maintain the housing unit in a decent, safe, and sanitary condition.
- Tenant assumes total responsibility for any damages caused by their family or guests.

TO: TENANT
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**Under the Tenant Based Rental Assistance Program, you must:**

- Pay your rent and utility bills on time.
- Provide and maintain any tenant-supplied appliances.
- Use the dwelling unit as your only residence.
- Not receive a subsidy at any other unit.
- Follow the rules in your Lease and attached Tenancy Addendum.
- Not tamper with, or remove the batteries from, the smoke detectors. **Immediately** notify the landlord of any problems with the smoke detectors. **Replace batteries when needed.**
- Provide a 30-day advance written notice to the landlord and if you intend to terminate your Lease Agreement at any time after the initial lease term.

***FAILURE TO COMPLY WILL TERMINATE YOUR TENANT BASED RENTAL ASSISTANCE.***

TO: OWNER/LANDLORD
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**LANDLORD OCCUPANCY/SCREENING**

- You cannot occupy the assisted unit.
- You are responsible for screening the potential tenant for suitability.

**RENT AMOUNT**

- Program Administrator determines the MAXIMUM amount the tenant can pay for rent.
- Rent must be reasonable in comparison to, and cannot exceed, the rent charged for other similar unassisted units.
- Rent cannot exceed rent charged for other comparable units on the premises. Upon request, you must give Program Administrator information on rents charged by you for other units on the premises or elsewhere.

**PAYMENTS**

- You will generally receive two rent payments each month (one from the tenant and one from Program Administrator.)
- Collect the tenant rent as it is due.
- Notify the Program Administrator within 30 days if you are missing a payment.
- If you receive payment(s) to which you are not entitled, immediately return the payment(s) to Program Administrator.
- **Prompt** written notification must be given to the Program Administrator of any address, ownership, or management changes.
- **Do not** forward Program Administrator payments to a new owner/management.

**YOUR OBLIGATIONS**

- Follow all laws and regulations governing tenant/landlord relationships.
- Make repairs as required and notify Program Administrator of any corrected deficiencies by the specified date.