Clear Form

MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EMERGENCY SOLUTIONS GRANT (ESG)
Rental Assistance Agreement

Participant and Agreement Information
Participant (Tenant) Name:
Contract Unit (Property name and apartment #, or street address; city; state; zip code):
Agency:
Owner/Landlord:
Agreement Start Date:

Rental Assistance Details
Security Deposit: $
Contract Rent: $
Tenant Portion: $ Paid to: ☐ Owner/Landlord ☐ Agency
Agency Portion: $
Arrears: $ Number of months:

Payment Terms
Payment Due Date (as stated in the Tenant's lease):
Grace Period for Payment:
Late Payment Penalty Requirements:

Agreement Terms

The purpose of this agreement is to assist the individual or head of household (Tenant) identified above to lease, or maintain a lease, in a decent, safe and sanitary dwelling unit from the Owner/Landlord. The Agency administering the Emergency Solutions Grant (ESG) program will make Rapid Re-Housing or Homelessness Prevention rental assistance payments to the Owner/Landlord on behalf of the Tenant in accordance with this Agreement.

This Agreement does not take place of the lease, or vice versa.

This Agreement is entered into between the Agency and Owner/Landlord listed above.

This Agreement applies only to the Tenant and dwelling unit (Contract Unit) designated above.

This AgreementThis Agreement shall automatically terminate and no further rental assistance payments under this agreement may be made if: (i) Tenant moves out of the assisted unit; (ii) The lease terminates and is not renewed; or (iii) Tenant becomes ineligible to receive ESG rental assistance. [24 CFR 576.106(h)(3).]

During the term of this Agreement, the Owner/Landlord agrees to provide (within 5 days) the Agency a copy of any notice to the Tenant to vacate the assisted unit, or any complaint used under state or local law to commence an eviction action against the Tenant. [24 CFR 576.106(e).]

This Agreement shall begin on the Agreement Start Date above, provided the Tenant has possession of the unit, and shall continue on a month to month basis until all promised payments are received or terminated by the Agency.

VAWA Protections

Owner/Landlord agrees to abide by the following requirements:

a. Owner/Landlord shall not:
   i. Evict or otherwise deny assistance to Tenant on the basis or as a direct result of the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking *Exception: Owner/Landlord may evict upon showing that an actual and imminent threat to other tenants or those employed at or providing service to the property would be present if Tenant is not evicted. Owner/Landlord must document or otherwise be able to prove the actual and imminent threat based on words, gestures, actions or other indicators. Owner/Landlord may only use eviction in this situation when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to,*

transferring Tenant to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

ii. Deny tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking if: (1) the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and (2) the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

iii. Construe an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as: (1) a serious or repeated violation of the lease by the victim or threatened victim of such incident or (2) good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.

b. When providing notification of eviction to Tenant, Owner/Landlord shall immediately notify Agency so that Agency can provide HUD's notice of occupancy rights under VAWA and certification form to Tenant.

c. This Agreement shall not limit Owner/Landlord in complying with a court order regarding (i) the rights or access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking or (ii) the distribution or possession of property among members of a household.

d. If Tenant requests VAWA protections from Owner/Landlord, Owner/Landlord will immediately notify Agency. Agency may request documentation from Tenant in accordance with 24 CFR 5.2007 and, if it determines that Tenant qualifies for VAWA protections, Agency and Owner/Landlord will work together to ensure Tenant receives those protections as required under VAWA. Failure by Tenant to provide documentation may result in eviction.

e. Any information submitted by Tenant, including the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking shall be maintained in strict confidence. Neither Owner/Landlord nor Agency shall allow any individual in their employ or under contract to have access to confidential information unless explicitly authorized for reasons that specifically call for these individuals to have access under applicable Federal, State or local law. Neither Owner/Landlord or Agency shall disclose such information to any other entity or person unless (i) requested or consented to by Tenant in a time-limited release, (ii) required for use in an eviction proceeding or hearing regarding termination of rental assistance, or (iii) otherwise required by applicable law.

f. Consistent with Agency's Emergency Transfer Plan, Tenant may request an emergency transfer if (i) Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit or (ii) Tenant was a victim of sexual assault that occurred on the premises within 90 days prior to requesting transfer.

Owner/Landlord may bifurcate its lease with the participant in accordance with 24 CFR 576.409(e).

Owner/Landlord shall include all VAWA protections and requirements in its lease with the participant, unless payment under this agreement consists only of rental arrears

Signatures and Contact Information	
Owner/Landlord Signature:	Agency Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
Mailing Address:	Mailing Address:
Contact Phone #:	Contact Phone #:
Email:	Email:

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LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

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 referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (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-91066, 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 Date

_____ _____
Landlord Date