

TENANT-BASED HOUSING ASSISTANCE PAYMENTS CONTRACT

This Tenant-Based Housing Assistance Payments Contract (Contract) is entered into between _____ (Landlord) and _____ (Agency).

The purpose of this Contract is to assist the Tenant(s) identified in Article 1, Section A to lease a decent, safe and sanitary dwelling unit from the Landlord. The Agency will make housing assistance payments to the Landlord on behalf of the Tenant in accordance with this Contract.

ARTICLE 1

CONTRACT UNIT, TENANT AND LEASE

Section A

This Contract applies only to the Tenant(s) and the contract unit listed here:

Contract Unit: _____

Tenant(s): _____

ARTICLE 2

TERM OF CONTRACT

The term of Contract shall begin on _____ and end on _____.

ARTICLE 3

RENT: HOUSING ASSISTANCE PAYMENT

Section A

The total monthly rent payable to the Landlord during the term of this Contract is called the "contract rent". Initially and until adjustment of the contract rent by the Agency, the total contract rent shall be \$ _____ per month.

Section B

The portion of the contract rent payable by the Tenant ("tenant rent") will be an amount determined by the Agency. This amount is the maximum amount the Landlord can require the Tenant to pay for rent of the contract unit, including all services, maintenance and/or utilities to be provided by the Landlord in accordance with the Lease. The amount of the tenant rent is subject to change during the term of the Contract; however, the total monthly rent

amount paid to the Landlord will be the same as cited in Article 3, Section A, above. Any changes in the amount of the tenant rent will be effective on the date stated in the notification by Agency to the Landlord and the Tenant. Initially and until such change the Tenant shall pay \$_____ per month to the Landlord as the tenant rent.

Section C

Each month the Agency shall make a housing assistance payment to the Landlord on behalf of the Tenant in accordance with this Contract. The monthly housing assistance payment is equal to the difference between the contract rent and the tenant rent. The amount of the housing assistance payment shall be determined by the Agency.

Section D

The housing assistance payments to the Landlord will continue during the term of this contract until the tenant rent equals the total contract rent.

ARTICLE 4

MAINTENANCE, OPERATION AND INSPECTION

Section A

The Landlord agrees to maintain and operate the contract unit and related facilities to provide decent, safe and sanitary housing, including the provision of all services, maintenance and utilities as agreed to in the Lease. If the Agency determines that the Landlord is not meeting his or her obligation, the Agency shall have the right, even if the Tenant continues in occupancy, to terminate or reduce housing assistance payments to the Landlord and to terminate the Contract.

Section B

The Agency shall have the right to inspect the contract unit and related facilities, no more that quarterly and no less than yearly, and at such other times as may be necessary, as determined by the Agency, to assure that the unit is in decent, safe and sanitary condition, and that the Landlord is providing all of the services, maintenance and utilities agreed to under the Lease.

Section C

If the Agency determines that the contract unit is not in decent, safe and sanitary condition, the Agency may terminate the Contract upon written notice by the Agency to the Landlord. The

Agency and the Tenant shall not be obligated to pay any rent beyond the termination date specified in the written notice.

Section D

Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Landlord.

ARTICLE 5

MONTHLY PAYMENT TO LANDLORD

Section A

The Landlord shall be paid under this contract on or about the first day of the month for which payment is due. The Landlord agrees that the endorsement on the check:

1. shall be conclusive evidence that the Landlord has received the full amount of the housing assistance payment for the month; and
2. shall be a certification by the Landlord that:
 - a. the contract unit is in decent, safe and sanitary condition and the Landlord is providing all services, maintenance and utilities as agreed to in the Lease;
 - b. the contract unit is leased to the Tenant named in Article 1, Section A;
 - c. the contract rent does not exceed rents charged by the Landlord for other comparable unassisted units;
 - d. except for the housing assistance payment and the tenant rent as provided under this contract, the Landlord has not and will not receive any payments or other considerations as rent for the contract unit;
 - e. the Tenant and the Agency do not own or have any interest in the contract unit. If the Landlord is a cooperative, the Tenant may be a member of the cooperative.

Section B

If the Agency determines that the Landlord is not entitled to the payment or any part of it, the Agency, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the Landlord, including amounts due under any other housing assistance payments.

ARTICLE 6

SECURITY DEPOSITS AND AGENCY REIMBURSEMENT FOR UNPAID RENT AND DAMAGES

Section A The Landlord may collect a security deposit which is equal to not more than one (1) month's contract rent.

Section B After the Tenant moves from the contract unit, the Landlord may (subject to state and local law) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Tenant owes under the Lease. Within fourteen (14) days (excluding weekends), the Landlord will give the Tenant and Agency a written list of all items to be charged against the security deposit and the amount of each item. After agreement of the amounts and items, the Landlord shall promptly refund the full amount of the balance to _____.

Section C The amount of the security deposit refund shall include the amount of interest payable. The Landlord shall comply with all state and local law regarding interest payment on security deposits.

ARTICLE 7

PAYMENT FOR VACATED UNIT

Housing assistance payments shall be made by the Agency to the Landlord under this Contract only for the period during which the contract unit is leased and occupied by the Tenant during the term of the Contract except as follows:

Section A If the Tenant moves from the contract unit in violation of the Lease, the Landlord shall receive the housing assistance payment due under the Contract for the month in which the Tenant moves from the unit.

ARTICLE 8

TERMINATION OF TENANCY

Section A The Landlord shall not terminate the tenancy of the Tenant except for (1) serious or repeated violation of the terms and conditions of the Lease; (2) other good cause.

Section B The Landlord may evict the Tenant from the contract unit by notifying the Tenant in writing by certified mail. Notice to the

Agency must be given by providing to the Agency a copy of the eviction notice to the Tenant.

ARTICLE 9

NONDISCRIMINATION IN HOUSING

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, disability, national origin or familial status.

ARTICLE 10

COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEW

The Landlord shall cooperate with the Agency in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders and all related rules and regulations.

ARTICLE 11

AGENCY ACCESS TO PREMISES AND LANDLORD'S RECORDS

Section A

The Landlord shall provide any information pertinent to this Contract which the Agency may reasonably require.

Section B

The Landlord shall permit the Agency or any of their authorized representatives to have access to the premises for the purpose of audit and examination, to have access to any books, documents paper and records of the Landlord to the extent necessary to determine compliance with this Contract, including the verification of information pertinent to the housing assistance payments.

ARTICLE 12

RIGHTS OF AGENCY IF LANDLORD BREACHES THE CONTRACT

Section A

Any of the following shall constitute a breach of Contract:

1. if the Landlord has violated any obligation under this contract;
or
2. if the Landlord has demonstrated any intention to violate any obligation under this Contract; or

3. if the Landlord has committed any fraud or made any false statement to the Agency in connection with the Contract or has committed fraud or made any false statement in connection with any federal housing assistance program.

Section B

If the Agency determines that a breach has occurred, the Agency may exercise any of its rights or remedies under the Contract. 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 (as verified by the Agency) by a time prescribed in the notice. The Agency rights and remedies under the Contract include recovery of overpayments, termination or reduction of housing assistance payments and termination of the Contract.

Section C

Any termination or reduction of housing assistance payments or termination of the Contract by the Agency in accordance with this Contract shall be effective as provided in a written notice by the Agency to the Landlord.

ARTICLE 13

AGENCY RELATION TO THIRD PARTIES

Section 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 Contract or as a result of any other action or failure to act by the Landlord.

Section B

The Landlord is not the agent of the Agency and this Contract 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 implementation of this Contract.

ARTICLE 14

CONDITIONS FOR HOUSING ASSISTANCE PAYMENTS

The right of the Landlord to receive housing assistance payments under this Contract shall be subject to compliance with all the provisions of this Contract.

ARTICLE 15

ENTIRE AGREEMENT; INTERPRETATION

This Contract contains the entire agreement between the Landlord and the Agency. No changes in this Contract shall be made except in writing signed by both the Landlord and the Agency

ARTICLE 16

WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

Section A

The Landlord warrants that the unit is in decent, safe and sanitary condition and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

Section B

The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

SIGNATURES:

AGENCY

Name of Agency

By: _____

Signature of Agency Official **Date**

Official Title

LANDLORD

Name of Landlord or Landlord Representative

By: _____

Signature of Landlord **Date**