

**Back@Home Housing Assistance Payment (HAP) Agreement**

This Agreement is entered into between \_\_\_\_\_ (the Rehousing Agency)

and \_\_\_\_\_ (the Owner/Landlord).

The purpose of this agreement is to lease to a household (Tenant as identified below) that has been impacted by a disaster and is in need of decent, safe and sanitary dwelling unit from the Owner/Landlord.

The Back@Home Rehousing Agency will make Back@Home Housing Assistance Payments to the Owner/Landlord on behalf of the Tenant in accordance with this agreement.

**Designated Unit, Tenant, Lease**

This Agreement applies only to the Tenant and dwelling unit (HAP Unit) designated in this section:

Designated Unit \_\_\_\_\_  
(Property name and apartment #, or street address; city; state; zip code)

Tenant Name \_\_\_\_\_  
(Name of Tenant/Leaseholder)

This Agreement is conditioned upon a valid lease between the Owner/Landlord and the Tenant that complies with applicable federal and North Carolina law specifically including North Carolina landlord/tenant law. Federal Fair Housing Laws prohibit discrimination of renters based on race, color, sex, sexual orientation, religion, national origin, marital status, age, ability to pay, or disability.

**Term of the Agreement**

This agreement shall begin on \_\_\_\_\_, provided the Tenant has possession of the unit, and shall continue on a month to month basis until terminated by the Rehousing Agency. If the Rehousing Agency terminates the Back@Home HAP, the Tenant still has the right to continue to reside in the designated unit and the pay the Total Rent.

**Security Deposit, Total Rent, Tenant Rent and Back@Home Housing Assistance Payment, Back@Home Administrative Fee, if applicable**

The total Security Deposit for the Designated Unit is \$ \_\_\_\_\_ and shall be/was paid by the \_\_\_\_\_ (Rehousing Agency or Tenant).

The total monthly rent (Total Rent) payable to the Owner during the term of this contract is \$ \_\_\_\_\_ per month.

The portion of the Total Rent payable by the Tenant (Tenant Rent) will be an amount determined by the Rehousing Agency. The amount of the Tenant Rent is subject to change during the term of this agreement at the sole discretion of the Rehousing Agency. Initially and until such change, the Tenant shall pay \$ \_\_\_\_\_ per month to the Owner as the Tenant Rent.

The amount of rental assistance and the duration of assistance are subject to change at any point in tenancy. When the portion of the rent to owner paid by Agency Name Here changes, the tenant is responsible for paying the owner any portion of the rent to owner that is not covered by Agency Name Here rental assistance payment.

The portion of the Total Rent payable by the Rehousing Agency (Back@Home Housing Assistance Payment) is equal to the difference between the Total Rent and the Tenant Rent. The amount of the Back@Home Housing Assistance Payment shall be determined by the Rehousing Agency. Initially and until such change, the amount of the Back@Home Housing Assistance Payment shall be \$ \_\_\_\_\_ per month.

**Utilities, Appliances, Maintenance, Operation and Inspection**

Some utilities are the responsibility of the property Owner/Landlord and are considered furnished as part of the rental payment. Other utilities are considered the responsibility of the Tenant and must be arranged for and paid separately by the Tenant. The following utilities and appliances are considered essential to the health and safety of the Tenant:

- Electricity to the unit is the responsibility of \_\_\_\_\_ (Owner or Tenant)
- Water/Sewer to the unit is the responsibility of \_\_\_\_\_ (Owner or Tenant)
- Gas for the unit is the responsibility of \_\_\_\_\_ (Owner or Tenant or N/A)

The Owner/Landlord agrees to maintain and operate the Designated Unit and related facilities to provide decent, safe and sanitary housing in compliance with State and local building and housing codes.

The Rehousing Agency shall have the right to conduct an HQS inspection on the Designated Unit and related facilities prior to Tenant occupancy and periodically during the term of tenancy as determined by the Rehousing Agency. The Rehousing Agency will also check for Debarment and Fair Market Rent/Rent Reasonableness.

**Obligations of the Owner/Landlord**

The Owner/Landlord agrees to accept the Back@Home Housing Assistance Payments from the Rehousing Agency, appropriately pro-rated, only for months in which the Tenant resides in the unit. The Owner/Landlord agrees to promptly notify (within 5 days) the Rehousing Agency in writing when the Tenant vacates the unit.

**Monthly Payment to Owner/Landlord**

The Owner will furnish the Rehousing Agency with a completed W-9 and other requested documentation in order to receive payment from the Rehousing Agency. The Rehousing Agency will endeavor to pay the Back@Home Housing Assistance Payment to the Owner/Landlord on the third business day of the month in which the payment is due. The Tenant shall pay the Tenant Rent to the Owner/Landlord on the agreed upon monthly payment schedule.

The Owner/Landlord agrees that the endorsement and deposit/cashing of the check constitutes certification by the Owner/Landlord that the unit remains decent, safe and sanitary, the Owner/Landlord is in compliance with the terms of the lease and the unit remains occupied by the Tenant and that the Owner has not received and will not receive any additional consideration for the unit for this period from any source other than outlined in this agreement.

**Landlord Support**

The Rehousing Agency will provide ongoing tenancy support to the Tenant to help ensure long-term housing stability. The Rehousing Agency will be available to help support the landlord, if needed. Please contact the Rehousing Agency for support by calling \_\_\_\_\_.

**Termination**

The termination of this agreement shall not constitute a breach of the lease between the Owner/Landlord and the Tenant. The termination of this agreement alone shall not be construed as good cause to terminate the Tenant's lease. The Owner/Landlord may only terminate the Tenant's lease in accordance with the lease terms and applicable law.

If the Tenant moves from the Designated Unit in violation of the lease, the Owner/Landlord is entitled to keep the Back@Home Housing Assistance Payment for the month in which the Tenant moves. Nothing in this agreement prevents the Owner/Landlord from enforcing the Lease with the Tenant.

If the Owner/Landlord evicts the Tenant, the Owner/Landlord is entitled to receive the Back@Home Housing Assistance Payment only for the months that the unit is occupied by the Tenant and the Tenant remains program eligible.

The Rehousing Agency can terminate this agreement if the Owner/Landlord fails to maintain the Designated Unit in a decent, safe and sanitary condition or materially violates the lease and fails to cure the breach within 5 business days of written notice or for non-compliance with this agreement or for other good cause.

Adjustments may include termination of Back@Home assistance if the Tenant is determined to no longer be program eligible. The Rehousing Agency will provide a written notice to the Tenant and Owner/Landlord thirty days in advance of termination. The withdrawal of assistance does not impose a liability on the Rehousing Agency under the lease between the Tenant and Owner/Landlord. The Rehousing Agency assumes no obligation for the Tenant Rent or payment of any claim by the Owner/Landlord against the Tenant.

**Agreement and Legal Capacity**

This document contains the entire agreement between the Owner/Landlord and the Rehousing Agency. No changes can be made except in writing, signed by both the Owner/Landlord and the Rehousing Agency, unless specifically stated otherwise herein. The party, if any, executing this agreement on behalf of the Owner/Landlord hereby warrants that authorization has been given by the Owner to execute it on behalf of Owner.

**Signatures, Addresses for Notices and Payments, and Contact Information**

**Owner/Landlord**

**Rehousing Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Tenant:**

I hereby accept responsibility for my portion of the Tenant Rent and to abide by the terms of my lease.

Tenant Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_