

# City of Lakewood

## Emergency Tenant-Based Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “**Contract**”) is entered into between the City of Tacoma Community Redevelopment Authority (TCRA) on behalf of the City of Lakewood “**Program Administrator**”, \_\_\_\_\_ the “**Owner**”, and \_\_\_\_\_ the “**Tenant**” as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as such terms are identified in **Exhibit A, Project Specific Information**, attached to and incorporated within this Contract.

### **SECTION 1 – OVERVIEW**

This Contract outlines the roles, responsibilities, and obligations of the Program Administrator/City of Lakewood, Owner, and Tenant under an emergency Tenant Based Rental Assistance (“**TBRA**”) Program (the “**Program**”), as described herein, funded by the City of Lakewood through the City of Tacoma TCRA (the “**PJ**”), which is a participating jurisdiction under the HOME Investment Partnerships Program (“**HOME**”) administered by the United States Department of Housing and Urban Development (“**HUD**”) pursuant to 24 CFR part 92.

The purpose of the Program is to provide emergency housing assistance to assist the Tenant who has experienced financial hardship as a result of the COVID-19 pandemic pursuant to various flexibilities provided for in a HUD memorandum entitled “Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic,” issued on April 10, 2020, as amended (the “**April 2020 TBRA Memo**”). The Program will provide rental assistance to pay for back rent due by the Tenant to the Owner, provided the Owner waives all penalties and fees associated with said unpaid rent.

In accordance with the terms of this Contract and Program requirements, the Program Administrator/City of Lakewood has approved the leasing of the housing unit identified in Exhibit A (the “**Unit**”) and will make a Rental Assistance Payment to the Owner for the Unit for unpaid rent as identified in Exhibit A. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as **Exhibit B** (the “**Lease**”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

### **SECTION 2 – TERM OF THIS CONTRACT**

The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator/City of Lakewood as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond December 31, 2020, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum beyond December 31, 2020, in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

**SECTION 3 – HOME ASSISTANCE TO BE PROVIDED**

The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.

**3.1 Rental Assistance Payment**

The rent due each month by the Tenant to the Owner under the Lease is identified in Exhibit A (the “Contract Rent”). The Owner shall not increase the Contract Rent during the term of this Contract.

Owner/Representative Initials:

The Program Administrator/City of Lakewood will provide a “Rental Assistance Payment” in the amount identified in Exhibit A to the Owner on behalf of the Tenant to pay for back rent due by the Tenant to the Owner, provided the Owner waives all penalties and fees associated with said unpaid rent. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

Back due rent eligible for payment under the Rental Assistance Payment must have occurred between March 13, 2020 and December 31, 2020; no other back due rent is considered eligible for the purposes of this Contract. Total Rental Assistance Payment shall not exceed \$4,000.00.

The Tenant is responsible to the Owner for the “Tenant Contribution” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator/City of Lakewood nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator/City of Lakewood's Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

Total Rental Assistance Payment to be made by the Program Administrator/City of Lakewood to the Owner shall be (enter written amount) and 00/100 Dollars (\$ enter numerical amount).

**3.2 Utility Assistance Payment**

Not applicable

**3.3 Deposits**

Not applicable

**SECTION 4 – OWNER REQUIREMENTS**

**4.1 Owner Certification**

During the term of this Contract, the Owner certifies that:

- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and

- b) The Owner will comply in all material respects with this Contract; and
- c) The Unit is leased to and, to the best of the Owner's knowledge, is occupied by the Tenant; and,
- d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator/City of Lakewood; and
- e) Other than the Tenant's Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
- f) To the best of the Owner's knowledge, the Unit is used solely as the Tenant's principal place of residence; and
- g) The Tenant does not own or have any interest in the Unit; and
- h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator/City of Lakewood has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

**4.2 Rental Assistance Payments and Overpayment**

The right of the Owner to receive payment under this Contract shall be subject to compliance with this Contract's provisions. The Owner agrees that, absent written notice to the Program Administrator/City of Lakewood and return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due under this Contract.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator/City of Lakewood within 30 days of the execution of this contract by all parties.

Owner/Representative Initials:

If the Program Administrator/City of Lakewood determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator/City of Lakewood may deduct the amount of the overpayment from any subsequent amounts due the Owner or require Owner to refund any overpayment to the Program Administrator/City of Lakewood.

**4.3 Property Standards**

Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator/City of Lakewood following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator/City of Lakewood may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the Lease.

Owner/Representative Initials:

*{For units occupied by families or households that have one or more children under the age of 6 in properties built prior to 1978 which are not otherwise exempt from LBP rules, include this provision.}*

**4.4 Lead Based Paint**

In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following HUD Safe Work Practices.

**4.5 Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD’s programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
- b) The Owner must cooperate with the Program Administrator/City of Lakewood and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
- c) The Owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

**4.6 Inspections, Records, and Cooperation**

The Owner agrees to provide any information pertinent to this Contract which the Program Administrator/City of Lakewood, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to provide access to the Program Administrator/City of Lakewood, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner’s records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or “GAO”). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

**SECTION 5 – TENANT REQUIREMENTS**

**5.1 Tenant Certification and Representations**

During the term of this Contract, Tenant hereby certifies that:

- a) Tenant has truthfully and fully disclosed all information required by the Program Administrator/City of Lakewood in Tenant’s application for assistance, including but not limited to disclosure of all household income; and
- b) Tenant has received a copy of the Program’s Notice of Occupancy Rights under the Violence Against Women Act (VAWA); and
- c) The Unit is the Tenant’s primary place of residence; and
- d) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator/City of Lakewood in the application for assistance or as otherwise required herein; and
- e) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant’s household; and
- f) The Tenant does not own or have any interest in the Unit; and,
- g) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner’s family, unless the City of Lakewood has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and
- h) As of the date of this Contract, the Tenant’s household occupying the unit includes the following members:

| Name ( <i>First, M., Last</i> ) | Party to Lease           | Minor/Under 18           |
|---------------------------------|--------------------------|--------------------------|
|                                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                                 | <input type="checkbox"/> | <input type="checkbox"/> |

**5.2 Tenant Obligations**

During the term of this Contract, Tenant will:

- a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
- b) Comply with the Lease in all material respects; and
- c) Promptly notify the Program administrator/City of Lakewood of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and

- d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator/City of Lakewood, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
- e) Provide such information or documentation required by the Program Administrator/City of Lakewood, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
- f) Provide prompt notice to the Program Administrator/City of Lakewood of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

## **SECTION 6 – CITY OF LAKEWOOD ROLE**

The City of Lakewood will (i) determine Tenant and Owner’s eligibility for participation in the Program, (ii) monitor Tenant and Owner’s compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The City of Lakewood does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant’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 either the Owner or Tenant.

The Owner is not the agent of the City of Lakewood and this Contract does not create or affect any relationship between the City of Lakewood and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The City of Lakewood does not guarantee and is in no way responsible to the Owner for Tenant’s performance under the Lease or for any damages of any sort caused by the Tenant’s action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the City of Lakewood other than for the payment of the Rental Assistance Payment due under this Contract.

Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, Program Administrator, or the City of Lakewood under this Contract.

## **SECTION 7 – MODIFICATIONS TO LEASE**

Notwithstanding any other provisions in the Lease, during the term of this Contract, Owner and Tenant mutually agree that:

- a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be

- applicable emergency orders restricting evictions during declared emergencies or disasters;
- b) Section 504. The landlord shall comply with Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against handicapped persons. Section 504 states: No otherwise qualified individual with a disability in the United States. . .shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. This means that Section 504 prohibits discrimination on the basis of disability in any program or activity that receives financial assistance from any federal agency, including HUD as well as in programs conducted by federal agencies including HUD; and
  - c) Lease addendum. The protections and requirements outlined in **Exhibit C** below pertaining to the Violence Against Women Act (VAWA) and its associated regulations are hereby incorporated into the lease.

Owner/Representative Initials:

Tenant Initials:

**SECTION 8 – DEFAULT AND ENFORCEMENT**

**8.1 Default**

Any of the following will be deemed a default under this Contract:

- a) Any violation of this Contract by the Tenant or Owner; or
- b) A determination by the Program Administrator/City of Lakewood that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
- c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
- d) Any determination, in the sole and exclusive judgment of the Program Administrator/City of Lakewood, that either Tenant or Owner has materially violated the terms of the Lease.

**8.2 Enforcement**

In the event of a default, the Program Administrator/City of Lakewood will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator/City of Lakewood may:

- a) Terminate the Owner’s or Tenant’s participation in the Program and cancel future payments to or on behalf of the Tenant; or
- b) Withhold payments to the Owner or Tenant (including Utility Assistance Payments otherwise made on the Tenant’s behalf) until the Owner or Tenant has cured the default; or
- c) Require the return of payments related to the default made under this Contract; or

- d) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
- e) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or program Administrator/City of Lakewood arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator/City of Lakewood in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

## **SECTION 9 – MISCELLANEOUS PROVISIONS**

### **9.1 Conflict of Interest**

Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the program Administrator/City of Lakewood, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such activities. This provision applies to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the PJ or Program Administrator/City of Lakewood and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

### **9.2 Assignment**

Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the City of Lakewood. Any approval of assignment will be in the sole discretion of the Program Administrator/City of Lakewood and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.



If the Owner requests the Program Administrator/City of Lakewood consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator/City of Lakewood pertinent to the proposed assignment.

**9.3 Entire Contract, Interpretation, and Amendments**

- a) The Contract contains the entire agreement between the Owner and Program Administrator/City of Lakewood and between the Tenant and Program Administrator/City of Lakewood.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator/City of Lakewood, who may seek input from PJ and/or HUD as appropriate, will be final.
- c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

**9.4 Headings and Pronouns**

The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

**IN WITNESS THEREOF**, the Tenant, Owner, and Program Administrator/City of Lakewood have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

|   |            |                   |
|---|------------|-------------------|
| <b>Owner</b>                            |            |                   |
| _____                                   | _____      | _____             |
| Owner/Landlord Representative Signature | Print Name | Date (mm/dd/yyyy) |

|               |            |                   |
|---------------|------------|-------------------|
| <b>Tenant</b> |            |                   |
| _____         | _____      | _____             |
| Signature     | Print Name | Date (mm/dd/yyyy) |

|               |            |                   |
|---------------|------------|-------------------|
| <b>Tenant</b> |            |                   |
| _____         | _____      | _____             |
| Signature     | Print Name | Date (mm/dd/yyyy) |

|               |            |                   |
|---------------|------------|-------------------|
| <b>Tenant</b> |            |                   |
| _____         | _____      | _____             |
| Signature     | Print Name | Date (mm/dd/yyyy) |

|   |       |
|---|-------|
| <b>Tacoma Community Redevelopment Authority</b> |       |
| _____   | _____ |
| Signature                                       | Date  |
| _____   |       |
| Printed Name                                    |       |
| _____   |       |
| Title   |       |

|   |       |
|---|-------|
| <b>City of Lakewood</b>                                   |       |
| _____   | _____ |
| John J. Caulfield, City Manager                           | Date  |
| _____   | _____ |
| Heidi Ann Wachter, City Attorney<br>(approved as to form) | Date  |
| _____   | _____ |
| Briana Schumacher, City Clerk<br>(attest)                 | Date  |

**EXHIBIT A: PROJECT SPECIFIC INFORMATION**

| Parties to this Contract  |  |
|---|--|
| Tacoma Community Redevelopment Authority/City of Lakewood   |  |
| Owner   |  |
| Tenant  |  |
| Contract Dates  |  |
| Contract Start Date:  | Contract End Date: December 31, 2020   |
| Unit & Lease Information  |  |
| Unit (Address and Unit #):  |  |
| Lease Start Date:   | Lease End Date:  |
| Contract Rent (total due under Lease): \$ _____ .00 per month   |  |
| Rental Assistance Payment   |  |
| Tenant Contribution: \$0  | Rental Assistance Payment: \$ _____ .00 for back due rent (not to exceed \$4,000.00)<br><br>List month/year with back due rent (March 13, 2020 – Dec 31, 2020):<br><br>_____ Amount due:\$ _____<br>_____ Amount due:\$ _____<br>_____ Amount due:\$ _____<br>_____ Amount due:\$ _____<br>_____ Amount due:\$ _____<br>_____ Amount due:\$ _____<br>_____ Amount due:\$ _____ |
| Rental Assistance from Other Programs   |  |
| Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| If yes, amount of \$ _____ paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source and frequency): |  |
| Payment Information   |  |
| Rent Payable to:  |  |
| Mailing Address:  |  |

## EXHIBIT B: EXISTING LEASE

*{Attach copy of the Lease for the HOME-TBRA assisted Unit}*

## Exhibit C: Lease Addendum – Violence Against Women Act Provisions

*{Attach copy of the PJ's VAWA lease addendum as required by §92.359}*