



JEFFERSON PARISH

Department of Community Development

TBRA - CV

Rental Assistance Agreement/Contract

This HOME Rental Assistance Contract (“contract” or “agreement”) is entered into between Jefferson Parish Community Development (“JPDCD” or “the Parish”), as the program administrator, and _____, the landlord, for _____, the program participant that is/are tenant(s) residing at _____
(Address of Unit)

1. TERM OF THE CONTRACT

The term of this contract shall begin on the ____ day of _____, 2020 and end no later than September 30, 2020. The contract automatically terminates on the last day. The contact may be extended at JPDCD’s discretion, if the program participant continues to meet the program requirements and landlord agrees to extend participation, through December 31, 2020.

2. RENT AND AMOUNTS PAYABLE BY TENANT AND (program administrator)

- A. *Rent.* The monthly rent payable to the Landlord during the term of this Contract is \$_____.
- B. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by JPDCD, the Tenant's share of the rent shall be \$_____.
- C. *Program Administrator Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by JPDCD, the program's share of the rent shall be \$_____. Neither JPDCD nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The program’s obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.
- D. *Rent Adjustments.* No rent adjustments may be proposed by the Landlord during the period of this agreement.
- E. *Arrears.* Payments made be made at the start of the contract to cover arrears as of April 1, 2020, however late fees may not be paid by the program. The landlord agrees to accept the payment of arrears in the amount of rent past due, less late fees, to make the tenant current on all rents due.

- F. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. The Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. The Contract unit is leased to and occupied by the Tenant named above in this Contract.
 3. The Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 4. To the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If JPDCD determines that the Landlord is not entitled to any payments received, in addition to other remedies, the program may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Contract.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The program shall have the right to inspect the Contract unit and related facilities within 120 days of the end of the agreement or from December 31, 2020, whichever is later and when deemed safe by the State and Parish in regards to COVID-19 preventative measures. JPDCD reserves the right to inspect the unit at such other times during the term of this agreement as may be necessary to assure that the unit is in decent, safe, and in sanitary condition, and that required maintenance, services and utilities are provided.
- C. If JPDCD determines that the Landlord is not meeting these obligations, JPDCD shall have the right, even if the Tenant continues in occupancy, to terminate payment of the program's share of the rent and/or terminate the Contract.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify JPDCD in writing when eviction proceedings are begun. This may be done by providing JPDCD with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* 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, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and Jefferson Parish, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with Jefferson Parish and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. JEFFERSON PARISH AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which Jefferson Parish Department of Community Development or HUD may reasonably require.
- B. The Landlord shall permit JPDCD, HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF JPDCD IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the 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 in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. If JPDCD determines that a breach has occurred, the Parish may exercise any of its rights or remedies under the Contract. JPDCD shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by JPDCD to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by JPDCD in accordance with this Contract shall be effective as provided in a written notice to the Landlord. JPDCD exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. JPDCD RELATION TO THIRD PARTIES

- A. The Parish 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.
- B. The Landlord is not the agent of Jefferson Parish and this Contract does not create or affect any relationship between the Parish and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, Jefferson Parish, or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of Jefferson Parish who formulates policy or influences decisions with respect to the Parish's HOME funding and its programs, and no public official, member of a governing body, or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of JPDCD. JPDCD shall give its consent to a transfer if the transferee agrees in writing to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

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

B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

Landlord/Owner (Print)

Signature: _____ Date _____

Director, Jefferson Parish Department of Community Development

Signature: _____ Date _____