

# Rental Assistance Agreement Rapid Rehousing Program

HOM, Inc.  
Housing Operations and Management  
3829 North 3<sup>rd</sup> Street  
Phoenix AZ 85012

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## Part A of the Rental Assistance Agreement

### 1. Contents of Rental Assistance Agreement (Contract)

This contract has two parts:  
Part A: Contract Information  
Part B: Body of Contract

### 2. Tenant

«HH\_FMLNAME»

### 3. Contract Unit

«HH\_STRAPT»  
«HH\_CSZ»

### 4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and HOM, Inc. (HOM).

INSERTRS

### 5. Initial Lease Term

The initial lease term begins on: «U\_LSSTART»  
The initial lease term ends on: «U\_LSEND»

### 6. Initial Rent to Owner

The initial rent to owner is: \$ «NEWCRENT» (Including tax). During the initial lease term, the owner may not raise the rent to the tenant.

### 7. Initial Rental Assistance Payment

The contract term commences on the first day of the initial lease term. At the beginning of the contract term, the rental assistance payment by HOM to the owner is \$ «NEWHAP» per month. The amount of the monthly rental assistance payment by HOM to the owner is subject to change during the contract term in accordance with program requirements.

### 8. Initial Tenant Payment to Owner

The tenant is responsible for paying the owner any portion of the rent to owner that is not covered by the HOM rental assistance payment. The amount of the tenant payment to the owner is subject to change during the contract term in accordance with program requirements. Initially and until such change, the tenant payment to the owner is \$ «NEWTEN» per month.

**9. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Paid By	Item	Paid By
Heating		Water	
Cooking		Sewer	
Other Electric		Trash Collection	
Air Conditioning		Refrigerator	
Water Heating		Range	

**Signatures:**

**Housing Provider: HOM, Inc.**

Signature

Date

«user\_name», «user\_title»

Print Name and Title of Signatory

**Owner / Agent: «ll\_mailto»**

Signature

Date

«ll\_mailto», Owner / Agent

Print Name and Title of Signatory

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**Part B of the Rental Assistance Agreement**

**1. Purpose**

- a. This is a contract between HOM, Inc., (HOM) and the owner. The contract is entered to provide financial assistance for the family under the Rapid Re-Housing Program.
- b. The contract only applies to the household and contract unit specified in Part A of the contract.
- c. During the contract term, HOM will pay rental assistance payments to the owner in accordance with the contract.
- d. The family will reside in the contract unit with assistance under the Rapid Re-Housing Program. The rental assistance payments by HOM assist the tenant to lease the contract unit from the owner for occupancy by the family.

**2. Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Rapid Re-Housing Program.
- b. HOM has approved leasing of the unit in accordance with requirements of the Rapid Re-Housing Program.
- c. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- d. The owner is responsible for screening the family's behavior or suitability for tenancy. HOM is not responsible for such screening. HOM has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with habitability or housing quality standards (HQS) as applicable according to program guidelines.
- b. The owner must provide all utilities needed to comply with habitability standards or HQS.
- c. If the owner does not maintain the contract unit in accordance with habitability standards or HQS, or fails to provide all utilities needed to comply with habitability standards or HQS, HOM may exercise any available remedies. Housing Provider remedies for such breach include recovery of overpayments, suspension of rental assistance payments, abatement or other reduction of rental assistance payments, termination of rental assistance payments, and termination of the contract. HOM may not exercise such remedies against the owner because of a

breach of habitability standards or HQS for which the family is responsible, and that is not caused by the owner.

- d. HOM shall not make any rental assistance payments if the contract unit does not meet habitability standards or HQS, unless the owner corrects the defect within the period specified by HOM and HOM verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by HOM
- e. HOM may inspect the contract unit and premises at such times as HOM determines necessary, to ensure that the unit is in accordance with habitability standards or HQS.
- f. HOM must notify the owner of any habitability standards or HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of Contract**

- a. **Relation to lease term.** The term of the contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. **When contract terminates.**
  - (1) The contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) HOM may terminate program assistance for the family for any grounds authorized in accordance with program requirements. If HOM terminates program assistance for the family, the contract terminates automatically.
  - (3) If the family moves from the contract unit, the contract terminates automatically.
  - (4) HOM may terminate the contract if HOM determines, in accordance with program requirements, that available program funding is not sufficient to support continued assistance for families in the program.
  - (5) The contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
  - (6) HOM may terminate the contract if HOM determines that the contract unit does not provide appropriate space in accordance with habitability standards or HQS and/or program requirements because of a change in family size or composition.
  - (7) If the family breaks up, HOM may terminate the contract, or may continue rental assistance payments on behalf of family members who remain in the contract unit and remain eligible for the program.
  - (8) HOM may terminate the contract if HOM determines that the unit does not meet all requirements of habitability standards or HQS, or determines that the owner has otherwise breached the contract.

## 5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the contract.

## 6. Rent to Owner: Reasonable Rent

- a. During the contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by HOM in accordance with program requirements. The owner is required to provide information sufficient to meet this requirement.
- b. HOM must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, HOM must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. HOM must re-determine the reasonable rent when required in accordance with program requirements. HOM may re-determine the reasonable rent at any time.
- d. During the contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give HOM any information requested by HOM on rents charged by the owner for other units in the premises or elsewhere.

## 7. Housing Provider Payment to Owner

- a. **When paid**
  - (1) During the term of the contract, HOM must make monthly rental assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) HOM must pay rental assistance payments promptly when due to the owner.
  - (3) If rental assistance payments are not paid promptly when due after the first two calendar months of the contract term, HOM shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, HOM shall not be obligated to pay any late payment penalty if late payment by HOM is due to factors beyond HOM's control. Moreover, HOM shall not be obligated to pay any late payment penalty if rental assistance payments by HOM are delayed or denied as a remedy for owner breach of the contract (including any of the following HOM remedies: recovery of overpayments, suspension of rental assistance payments, abatement or reduction of rental assistance payments, termination of rental assistance payments and termination of the contract).

- (4) Rental assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the contract. HOM shall not pay a rental assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with contract.** Unless the owner has complied with all provisions of the contract, the owner does not have a right to receive rental assistance payments under the contract.
- c. **Amount of Housing Provider payment to owner**
  - (1) The amount of the monthly rental assistance payment to the owner shall be determined by HOM in accordance with program requirements for a tenancy under the Rapid Re-Housing Program.
  - (2) The amount of rental assistance payment is subject to change during the contract term in accordance with program requirements. HOM must notify the family and the owner of any changes in the amount of the rental assistance payment.
  - (3) The rental assistance payment for the first month of the contract term shall be pro-rated for a partial month.
- d. **Application of payment.** The monthly rental assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of Housing Provider responsibility.**
  - (1) HOM is only responsible for making rental assistance payments to the owner in accordance with the contract and program requirements for a tenancy under the Rapid Re-Housing Program.
  - (2) HOM shall not pay any portion of the rent to owner in excess of the rental assistance payment.
- f. **Overpayment to owner.** If HOM determines that the owner is not entitled to the rental assistance payment or any part of it, HOM, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Rapid Re-Housing Program contract).

## 8. Security Deposit

- a. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- b. The owner must give the tenant a full list of items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- c. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 9. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with habitability standards or HQS.
- b. The contract unit is leased to the tenant. The lease is in accordance with the contract and program requirements. The owner has provided the lease to HOM, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, HOM, or any other public or private source) for rental of the contract unit during the contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

#### 10. 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 the contract.

#### 11. Owner's Breach of Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the contract by the owner:
  - (1) If the owner has violated any obligation under the contract, including the owner's obligation to maintain the unit in accordance with habitability standards or HQS.
  - (2) If the owner has violated any obligation under any other contract under the Rapid Re-Housing Program.
- b. If HOM determines that a breach has occurred, HOM may exercise any of its rights and remedies under the contract, or any other available rights and remedies for such breach. HOM shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by HOM to the owner may require the owner to take corrective action, as verified or determined by HOM, by a deadline prescribed in the notice.
- c. HOM's rights and remedies for owner breach of the contract include recovery of overpayments, suspension of rental assistance payments, abatement or other reduction of rental assistance payments, termination of rental assistance payments, and termination of the contract.
- d. HOM may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, HOM may exercise any rights and remedies for owner breach of the contract.

- f. HOM's exercise or non-exercise of any right or remedy for owner breach of the contract is not a waiver of the right to exercise that or any other right or remedy at any time.

#### 12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of the contract. The family may not enforce any provision of the contract and may not exercise any right or remedy against the owner or HOM under the contract.
- b. HOM does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the contract, or as a result of any other action or failure to act by the owner.
- c. The owner is not the agent of HOM, and the contract does not create or affect any relationship between HOM and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the contract.

#### 13. Transfer of the Contract

This contract is subject to the terms and conditions of the contract between HOM and its program administrator. Pursuant to that contract, the program administrator may, at its sole discretion, request HOM to assign its rights, duties and responsibilities under this contract to another contractor of the program administrator's choice, which shall act in the place and stead of HOM as to the program and as to this contract. HOM and owner agree to such an assignment. Written notice of any such assignment will be provided to the owner and the family.

#### 14. Foreclosure

In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the contract between the prior owner and HOM for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

#### 15. Written Notices.

- a. Any notice by HOM or the owner in connection with this contract must be in writing.
- b. The owner must give HOM a copy of any notice to the tenant to vacate the contract unit, or any complaint used under state or local law to commence an eviction action against the tenant.

#### 16. Entire Agreement: Interpretation

- a. The contract contains the entire agreement between the owner and HOM.