

Landlord/Tenant Agreement

Complete all requested information. All parties should retain a copy.



This agreement is necessary for the tenant's application for the Rent Assistance Program. After approval, a copy with the agency agreement completed will be sent to all parties that specifies the amount paid and rental period covered. By accepting payment, the landlord accepts the terms of this agreement.

The tenant, _____, living at _____ has requested rent assistance from Louisville Metro RCS, Neighborhood Place.

Is there a current lease agreement in use? Yes _____ No _____ *If no, complete the rental agreement portion, page 3.*

Does the tenant receive a subsidy? Yes _____ No _____ If yes, tenant's portion is \$ _____ the subsidized portion is \$ _____.

The rent of the unit is \$ _____ per month (base rent amount plus regular charges stated in the lease such as utility or building fees paid directly to the landlord as part of the rent. See terms below for charges not allowed.)

Not including any fees, penalties, or other irregular charges the tenant owes \$ _____ for the month(s) of _____.

Is the landlord willing to accept 3 months future rent? Yes _____ No _____ Other _____.

Landlord or Property Name (as listed on W9) _____

Does landlord have a family or social relationship with tenant? No _____ Yes (describe) _____

Landlord Physical Address _____

Landlord Phone _____ Landlord Email _____

If the landlord's W9 is not already on file, Neighborhood Place will send a secure electronic request via email.

Terms (signatures required page 2): Tenant and Landlord acknowledge and agree that Tenant owes Landlord unpaid rent and/or requires assistance with future rent. The Landlord and Tenant have agreed to accept assistance from the U.S. Treasury Emergency Rental Assistance Program, as administered by Neighborhood Place. Landlord agrees to forgive 100% of any late fees, interest, penalties (including non-elective Month to Month fees due to arrears), legal, and/or court fees related to nonpayment of rent since April 1, 2020.

By accepting payment from the Rent Assistance program on behalf of Tenant to Landlord, the Landlord agrees that:

a. A current written lease, signed by both Landlord and Tenant, exists for the Premises. **b.** As of the date of this Agreement, there is no other material violation of the Lease by Tenant. **c.** Landlord shall not file nor cause to be filed a complaint for possession nor eviction based upon unpaid rent nor late fees accruing as of the date of this Agreement. Landlord, on its own behalf and on behalf of all successors in interest, forever waives, releases and discharges any claim for any rent-arrearage or late-fees from the tenant for the period which the landlord is accepting payment from this program, which will be specified in the payment pledge sent by Neighborhood Place when the tenant's application for assistance has received final approval. Tenant retains responsibility for any irregular charges accrued such as elective month to month fees (tenant was given option to renew), landscaping, or maintenance fees. **d.** Landlord will credit the Future Rent Amount toward Tenant's rent due for the current and future month(s), as applicable. **e.** Landlord agrees to not initiate any action relating to the rent arrearage that would affect the credit report of Tenant, nor to pursue collection against Tenant for the period covered by this Agreement. **f.** Landlord agrees to not pursue eviction of Tenant for any rent due prior to March 13, 2020. **g.** Landlord will allow Tenant 45 days from last day of the final month for which Rent Assistance Program funding covers rent before filing for late payment eviction proceedings for nonpayment of rent or non-renewal of the lease. **h.** After waiting for the period outlined in Item "g" above, Landlord will provide Tenant 30 days' notice of eviction for nonpayment of rent or non-renewal of the lease. **i.** Should the Tenant vacate Premises before the last month for which future rent has been paid by Rent Assistance Program, Landlord shall refund the remaining balance to the Tenant for Tenant's use toward housing stability. **j.** Should Landlord violate any provision of this Agreement, Landlord shall be required to return the total amount of funds paid to Neighborhood Place (701 W Ormsby Ave Ste 201, Louisville, KY 40203). **k.** In the event Landlord is required to return funds as outlined in "j", all other provisions of this Agreement shall remain in effect.

Representations by Landlord:

a. Landlord acknowledges that by applying for and receiving federal assistance from the U.S. Treasury's COVID-19 Emergency Rental Assistance Program, administered as Rent Assistance Program by Neighborhood Place, that any fraudulent misrepresentation may be punishable under State and/or Federal law. **b.** The undersigned Landlord is the Landlord under the terms of the Lease (or agent of Landlord acting with binding authority upon

Landlord), and all information provided by Landlord to the Rent Assistance Program is true and accurate to the best of Landlord's knowledge. **c.** There is no other material violation of the Lease by Tenant other than nonpayment of rent. **d.** That the rent arrearage or future rent to be paid by Rent Assistance Program is not a duplication of assistance coming from another private or public funding source. **e.** Landlord understanding this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired.

Representations by the Tenant:

a. Tenant acknowledges that by applying for and receiving federal assistance from the U.S. Treasury's COVID-19 Emergency Rental Assistance Program, administered as Rent Assistance Program by Neighborhood Place, that any fraudulent misrepresentation may be punishable under State and/or Federal law. **b.** That undersigned Tenant is the Tenant under the terms of the Lease, and all information provided by Tenant to the Eviction Diversion program is true and accurate to the best of Tenant's knowledge. **c.** There is no other material violation of the Lease by Tenant other than nonpayment of rent. **d.** That the rent arrearage or future rent to be paid by Rent Assistance Program is not a duplication of assistance coming from another private or public funding source. **e.** Should the Tenant vacate the Premises before the last month for which future rent has been paid by Rent Assistance Program, and should the Landlord refund the remaining balance to the Tenant, the Tenant will use that refund for the Tenant's own housing stability. **f.** Tenant understands this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired. **g.** Tenant understands that this Agreement resolves the issue of rent and fees accruing through the date of execution only, and that all other obligations of the Lease remain enforceable including irregular charges owed such as elective month to month fees (tenant was given the option to renew) or maintenance charges. **h.** The parties reserve the right to judicially enforce this Settlement Agreement.

Disclosure or discovery that the Landlord has knowingly misrepresented material facts or attempted to defraud or deceive Metro in the administration of the CEDP will be considered attempted fraud and Metro reserves the right to deny the claim by the Landlord for this program and any other Grant Program Metro Government administers, and for the Landlord and all future claims where the Landlord has any identity of interest.

Disclosure or discovery that the Tenant has knowingly misrepresented material facts or attempted to defraud or deceive Metro in the administration of the CEDP will be considered attempted fraud and Metro reserves the right to deny the claim by the Tenant for this program and any other Grant Program Metro Government administers, and for the Tenant and all future claims where the Tenant has any identity of interest.

To be completed by the Landlord (or acting agent) and Tenant.

Landlord/Agent Signature

Date

Tenant Signature (Head of Household)

Date

Printed Name of Landlord/Agent

Printed Name of Tenant (Head of Household)

Name of agency and title for Agent acting on behalf of Landlord (if applicable)

Printed Name of Attorney for Landlord (if applicable)

Printed Name of Attorney for Tenant (if applicable)

Actual payment amounts will be the rent owed and/or future rent expected, at the time of approval, most accurately supported by case documentation, which meet the program policy requirements.

To be completed by Neighborhood Place Authorized Staff ONLY after approval. A final copy will be sent to all parties.

The Landlord shall be paid as follows:

Payment for Back Rent

- a.** The Neighborhood Place Eviction Prevention Assistance program, as administered by LMG, shall pay the Landlord \$_____ to cover rent arrearages (excluding tenant damages, late fees, or other ineligible charges).

Payment for Future Rent

- b.** The Neighborhood Place Eviction Prevention Assistance program shall pay the Landlord ____ months of future rent, totaling \$_____, which will pay the rent through _____, ____.

Last month of future rent paid by NP

- c.** The Tenant shall resume paying their rent _____, _____, provided the Tenant still resides at the premises



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RENTAL AGREEMENT

In addition to the agreement signed above, complete this portion if the lease is expired.

This program cannot assist with rent for rooms within a shared house or unit.

Does the rental unit include a separate entrance, bathroom, and kitchen? Yes____ No____

The tenant has resided in the unit since _____ (MM/YY)

Please list any material changes to the rental agreement since the last available lease:

_____.

Is the rental agreement on a month to month basis? Yes____ No____ If no, the agreement is set to expire _____.

Please list all residents of the unit:

_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that my answers are correct and complete to the best of my knowledge. I understand that intentionally making false or misleading statement or intentionally misrepresenting, concealing, or withholding facts may subject me to civil or criminal prosecution under state and federal law.

Landlord/Agent Signature

Date

Tenant Signature (Head of Household)

Date

Printed Name of Landlord/Agent

Printed Name of Tenant (Head of Household)

Name of agency and title for Agent acting on behalf of Landlord (if applicable)