HOM



LANDLORD INFORMATION PACKET

This packet contains the following:

- Overview of the Rapid Re-Housing (RRH) Program
- Request for Tenancy Approval
- Lead Warning Statement
- HOM Request for Taxpayer Identification and Payment Remittance Form
- Direct Deposit Authorization Form
- HQS Landlord Tip Sheet
- Lease Violation Notification Form
- Sample Rental Assistance Agreement for RRH

Please read the overview carefully and follow the instructions on each form to complete them properly. If you have any questions or need assistance, please contact our office or visit our website at www.hominc.com

The Rapid Re-Housing Program is operated and administered in accordance with the Partner's program rules and applicable federal, state and local regulations and requirements.

- he tte M Team



OVERVIEW OF THE RAPID RE-HOUSING PROGRAM

INTRODUCTION

HOM, Inc., administers tenant-based rental assistance programs in our community for our homeless neighbors in partnership with several local nonprofit organizations. These programs assist individuals and families experiencing *homelessness* to secure and retain permanent, affordable rental housing in the community and to achieve greater levels of self-sufficiency, independence, recovery and overall improved quality of life.

This Overview is intended to serve as a brief summary and explanation of the major components of the **RAPID RE-HOUSING PROGRAM (RRH)**. The information provided in this Overview is subject to applicable program guidelines and state and federal regulations for these programs. The materials are available for your review at the HOM, Inc. office Monday through Friday during normal business hours.

RAPID RE-HOUSING

There are three levels of assistance in Rapid Re-Housing Programs:

- First level Housing Relocation and Stabilization Financial Assistance.
 - Under this level, rental application fees and deposits can be paid for eligible households receiving assistance.
- Second Level Short Term Rent & Utility Assistance.
 - This level may be combined with the first level of assistance and includes up to 100% of the rental and/or utility amount for eligible households for up to 3 months.
- Third Level Medium Term Rent and Utility Assistance
 - Rental and/or utility assistance may extend beyond 3 months after a reexamination of the household's income and determination of eligibility and need. Households contribute a percentage of the contract rent for the unit. HOM provides rental assistance payments to the landlord for the balance.
 - The goal of the program is to provide rental assistance and services to restabilize the household so that they are able to maintain housing stability at the end of the assistance period. Assistance levels may be capped (depending on the funder) in both the amount of assistance that can be received and the time frame for receiving the assistance.

At no time will HOM, Inc. be responsible for any RRH Households rent or utility charges beyond what is approved on the Rapid Re-Housing Authorization for Financial Assistance Form which attached to this Landlord Information Packet. Should a RRH Household be approved for continuing assistance under the Medium Term Assistance, the Landlord will be provided a written notification by HOM, Inc. stating the amount of rent and/or utility assistance that will be paid along with the time frame for the assistance.

TENANT SELECTION

Landlords are encouraged to use their normal Tenant selection criteria in considering RRH applicants for tenancy. HOM only determines that the applicant is eligible to receive rental assistance in the Program according to Program eligibility criteria. HOM does not screen Program Participants for suitability for tenancy. Such screening is the Landlord's responsibility.

NOTE: In accordance with Federal Fair Housing Laws, it is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.

REQUIRED PROGRAM PAPERWORK FOR INITIAL LEASE-UP

Once the Landlord has approved the HOM applicant for tenancy, the Landlord and applicant must complete preliminary paperwork required to schedule an inspection, initiate a lease and Rental Assistance Agreement and receive payment of deposits and rent. Use the chart below to check off that you have all paperwork completed and returned to HOM.

Request for Tenancy Approval	Direct Deposit Authorization
Authorization for Financial Assistance Form	Lead Warning Statement
Request for Taxpayer ID	

This paperwork must be completed and submitted to HOM, Inc. prior to the scheduling of HQS Inspections, payment of fees and deposits, and/or the execution of leases. You may return these forms to HOM, Inc. with the applicant, or you may fax or email them to our offices.

PAYMENT OF DEPOSITS AND FEES

Application fees, refundable and non-refundable deposits required for move-in for approved households in the RRH program may be paid by HOM, the City of Phoenix or Maricopa County. These fees will be paid following the proper execution and receipt of all required program paperwork, including the approved and executed lease. All deposits and fees assessed must be the same as those assessed for unassisted tenants. HOM does **not** pay pet deposits.

All refundable deposits paid by HOM on behalf of the households are to be <u>refundable to tenant</u> at the termination of the lease in accordance with the Arizona Residential Landlord and Tenant Act (ARLTA).

INSPECTION REQUIREMENTS

The unit must **PASS** a Habitability or Housing Quality Standards (HQS) inspection **BEFORE** we can approve the execution of the lease. *The landlord is responsible for ensuring that all utilities are on at the dwelling unit at the time of the initial HQS inspection*. Once the unit passes the initial HQS Inspection, please execute your standard lease with the tenant and send the lease to HOM, Inc. Following a passed inspection, we will **email** you:

- A Move-In Breakdown and Confirmation Form
- the HOM Rental Assistance Agreement (RAA)

Please execute the RAA and email it back to HOM, Inc. along with a copy of your properly executed lease with the tenant.

We will not process the payment for the required fees, deposits and/or housing assistance payment for the new Tenant until we have received executed copies of <u>all</u> required paperwork.

LEAD-BASED PAINT HAZARDS AND LANDLORD DISCLOSURE REQUIREMENTS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Landlords are required to disclose the presence of any known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. HOM provides the EPA's *Protect Your Family from Lead in Your Home* pamphlet to all program participants. In addition, at the time of the HQS Inspection, HOM, Inc.'s certified Inspectors will conduct a Lead Based Paint Screening. A copy of the screening form is attached to the Landlord Information Packet.

The **Lead Warning Statement** must be completed and signed by the Landlord, Tenant, and HOM prior to the leasing and payment of deposits, fees or rental assistance for the dwelling unit. If you have any questions regarding Landlords' responsibilities and obligations with regard to lead-based paint, please contact the HOM office. We have materials and information from HUD and the EPA that we will provide to you.

LEASE AND RENTAL ASSISTANCE AGREEMENT REQUIREMENTS

Landlords must execute their standard property Lease with the HOM participant. The term of the initial Lease should be for a full **TWELVE-MONTH** period, but shorter leases are allowed.

The Rental Assistance Agreement is the contract between the Landlord and HOM. The purpose of the Rental Assistance Agreement is to assist the HOM participant to lease a decent, safe and sanitary dwelling unit from the Landlord. The Rental Assistance Agreement contains the entire agreement between HOM and the Landlord. This Overview will summarize the major components of the Rental Assistance Agreement; however, *Landlords are encouraged to read the* Rental Assistance Agreement *thoroughly.*

ISSUES OF NON-COMPLIANCE DURING TENANCY

Each RRH household is assigned a Case Manager with a Supportive Service Provider. The Case Managers provide the Tenant with supportive services so that they are able to obtain and maintain housing stability in the community. It will be important for you, as the landlord, to establish contact with the Case Manager and obtain their contact information at or before move in should you have any issues of non-compliance during tenancy.

In the event that there are issues of non-compliance at the property with a RRH participant, the Supportive Services Provider Case Managers are the Landlord's first points of contact. As the RRH household is the leaseholder for the unit, all notices of non-compliance must be served directly to the RRH Household. *However, all notices of non-compliance must also be provided* to HOM at the time that they are served to the Tenant. Included in this packet is a Notification of Lease Violation form. Landlords are required to complete this form and fax or email it along with a copy of the non-compliance notice served to the Tenant 3

to HOM and the Supportive Services Provider Case Manager the same business day that the Tenant was served.

When necessary, however, eviction proceedings against RRH participants must be initiated according to the Arizona Residential Landlord and Tenant Act (ARLTA). HOM takes great care to ensure that RRH clients are afforded their rights under the ARLTA, and that eviction proceedings are instituted properly and lawfully.

ADJUSTMENTS TO THE TENANT'S PORTION OF RENT

The tenant portion of the rent for the unit will change during the term of the assistance. Changes in the Tenant's portion of rent will be provided to the Tenant and Landlord in writing as an amendment to the Rental Assistance Agreement. The amendment will provide the new Tenant Rent and Housing Assistance Payment to the Landlord and the effective date of the change.

The Tenant's portion of rent is determined by HOM, and HOM only, and it is <u>illegal</u> to charge any additional amounts for rent or any other items not specified in the Lease that have not been specifically approved by HOM.

Please feel free to contact the office at (602) 265-4640 if you have any questions regarding the Program. We will be happy to answer any of your questions. Thank you for your cooperation!

Request for Tenancy Approval
Tenant-Based Rental Assistance

Prospective Tenant Name:

The *Request for Tenancy Approval* must be completed and executed by the owner or his/her agent and the prospective tenant in order to initiate rental assistance on behalf of the participant. HOM, Inc. uses the information collected in these pages to determine program eligibility for the owner, unit, and lease. All three pages must be delivered to HOM by email at RFTA@hominc.com, regular mail, in person or via fax at (602) 265-4680. Your assistance and cooperation are greatly appreciated.

1. Housing Provider			2. Address of	Unit (Street A	ddress, Ap	t #, City, State & Zip Code)
HOM, Inc.			Complex N	lame		
5326 E Washington St., Suit	te 5					
Phoenix AZ 85034-2130						
						Unit # (if applicable)
3. Date Avail for Inspection 4.	Lease Start Date	5. Lease End Date	6. Bedrooms	7. Bathro		8. Year Built 9. Square
			(Number)	(Num	nber)	Footage
	Lease must	be 12 months				
10. Proposed Rent (Including T	ax) 11. Applic	ation / Processing Fee	12. Refundab	le Security De	posit	13. Non-Refundable Fee
\$		\$:	\$		\$
14. Rent Concession or Move-In S	pecial (Please pr	ovide explanation or s	eparate workshe	eet detailing a	any financi	al concession offered)
15. Type of Dwelling Unit:						
Single Family Detached	Semi-Detach	ned / Row House	Manufactured	Home	Apartmen	t Elevator/High-Rise
16. If this unit is subsidized, indica					ripultinon	
	-	-			., П.,	
Section 202 or 811	Section 221 (d)		tion 236 (Insured	or noninsure	a) [] S	Section 515 Rural Development
HOME Tax Cr	edit (LIHTC)	Other (Specify):				
17. Utilities and Appliances:	5 (1) (1)(1)					
						he tenant shall provide or pay for he owner shall pay for all utilities
and appliances provided by th						
Item	Electric	Natural Gas	Owner	Tenant		Utility Providers
Heating					Electric	: Provider:
Cooking					Choose	an item.
Water Heating					Natural	Gas Provider:
Other Electric					Choose	an item.
Cooling (Check): Air Condition		rative Cooling	\square		Water F	Providers:
Water		<u> </u>			Choose	an item.
Sewer					- T	Providers:
Trash Collection					_	
	Provided	By N			Sonitot	ion (Trach) Provideras
Appliance: Range	<u>Provided</u>				Samai	ion (Trash) Providers:
Appliance: Refrigerator	Provided	By>				
Other (Specify):						her:
18. Amenities and Facilities: Please		able unit amenities and	property facilities			
	t Amenities				Property Fac	
Garbage Disposal		Sinks (Bathroom)	Swimmir	•		Gated Community
Dishwasher	Patio			ball Court		Lighted Walkways
Microwave	Balcony		Tennis C	Court		Covered Parking
Ceiling Fan(s)	Vertical	Blinds	Basketba	all Court		Community Grills
Walk-In Closet(s)						
	Double-I	Paned Windows	Jacuzzi			Security / Courtesy
Vaulted Ceilings	Double-l			Facilities		Security / Courtesy Elevators
Vaulted Ceilings		eady				

HOM

Tenant-Based Rental Assistance

19. Owner's Certifications: By executing this request, the owner certifies that:

a. The person completing and executing this request for tenancy approval is the legal owner or the legally designated agent for the above referenced unit and the applicant / prospective tenant has no ownership interest in the dwelling unit whatsoever. The owner or agent understands that HOM, Inc. will verify ownership of the unit through the county assessor's office, however, may request additional information to verify ownership if necessary.

Please provide a copy of the management agreement if the unit is being managed by an agent.

b. The family members listed on the proposed lease agreement as approved by HOM, Inc. are the only individuals permitted to reside in the unit. Neither the owner nor the agent is permitted to live in the unit while receiving housing assistance payments for the unit.

c. The most recent rent charged for the above dwelling unit was \$ per month. This rent included the following utilities:

Heating	Cooking	Water Heating
Cooling	Other Electric	
☐ Water	Sewer	🗌 Trash

The reason for any *difference* between the prior rent and the proposed rent for this lease is:

d. The owner understands his obligations in compliance with the Housing Assistance Payments (HAP) Contract to perform necessary maintenance, so the unit initially meets and continues to comply with housing quality standards.

e. The amount of the security deposit requested is in compliance with state and local law. The tenant's portion of the monthly rent to owner is determined by HOM, Inc. and it is illegal to charge any additional amounts for rent or any other item not specified in the lease which have not been specifically approved by HOM, Inc.

The owner (including principal or other interested f. party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless HOM, Inc. has determined (and has notified the owner and the family 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.

g. A completed Lead Warning Statement is attached containing disclosure of any known information on leadbased paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

h. The owner has received a copy of the Overview of the HOM, Inc. Rental Assistance Programs.

i. HOM, Inc. has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

The owner's lease must include word-for-word all j. provisions of the Tenancy Addendum.

k. The total number of dwelling units located at the property are:

HOM, Inc. will arrange for an inspection of the unit Ι. and will notify the owner and family as to whether or not the unit will be approved.

Business name of Property or name of Owner / Owner Representative		Name of Applicant / Family	
Signature	Date	Signature(s) Date	
Business Address		Present Address of Family	
Fed Taxpayer ID # or Soc. Sec #:			
Telephone Number		Telephone Number	
()			
Fax Number		Other Telephone Number	
()		()	
E-Mail Address		E-Mail Address	

Tenant-Based Rental Assistance

20. Rent Reasonableness:

Owners of projects with more than four (4) units must complete the following section for most recently leased comparable unassisted units within the premises.

Comparable Unit #1 FOR HOM USE ONLY Square Date Rented / Monthly Rent Utility Address and Unit Number Unit Size Gross Rent Footage Lease Renewed (Incl. Tax) Allowance \$ \$ \$ Owner Tenant Tenant **Owner Pays** Electric Gas Item Pays Pays Item Pays Cooling / Air Conditioning Heating \square \square \square Cooking Water Water Heating Sewer Other Electric (Lights) Trash Collection

Comparable Unit #2

Comparable Unit #2							FOR HOM	USE ONLY
Address and U	nit Number		Unit Size	Square Footage	Date Rented / Lease Renewed	Monthly Rent (Incl. Tax)	Utility Allowance	Gross Rent
						\$	\$	\$
ltem	Electric	Gas	Owner Pays	Tenant Pays	lte	Item		Tenant Pays
Heating					Cooling / Air C	Cooling / Air Conditioning		
Cooking					Water			
Water Heating					Sewer			
Other Electric (Lights)					Trash Collection	on		

Comparable Unit #3

Comparable Unit #3							FOR HOM	USE ONLY
Address and Unit Number Unit Size Footag					Date Rented / Lease Renewed	Monthly Rent (Incl. Tax)	Utility Allowance	Gross Rent
						\$	\$	\$
Item	Electric	Gas	Owner Pays	Tenant Pays	lt	em	Owner Pays	Tenant Pays
Heating					Cooling / Air C	Cooling / Air Conditioning		
Cooking					Water			
Water Heating					Sewer			
Other Electric (Lights)					Trash Collection	on		

RENT REASONABLENESS DETERMINATION – FOR HOM USE ONLY							
Subject Unit: Address and Unit Number	Unit Size	Square Footage	Requested Contract Rent	Utility Allowance	Gross Rent		
			\$	\$	\$		

In accordance with 24 CFR Part 982.507, I certify that, based upon the information provided by the owner in Section 20 above, the requested Contract Rent is reasonable. (Reference Notice PIH 2003-12)



Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

	LANDLORD DISCLOSURE
	CHECK ONE OF THE FOLLOWING BOXES AND INITIAL HERE:
1.	Presence of lead-based paint or lead-based paint hazards
	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
	Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
	CHECK ONE OF THE FOLLOWING BOXES AND INITIAL HERE:
2.	Records and reports available to the Landlord (check one below):
	Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
	Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT ACKNOWLEDGMENT

HOM, INC. ACKNOWLEDGMENT

5. HOM, Inc. has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance. ______(initial)

CERTIFICATION OF ACCURACY

The following parties have reviewed the informatic information provided by the signatory is true and a	on above and certify, to the best of their knowledge, that the ccurate.
Landlord	Date
Tenant	Date
HOM, Inc.	Date





Request for Taxpayer Identification Number and Payment Remittance Information

The purpose of this form is to request the Taxpayer Identification Number (TIN) and Payment Remittance Information for the owner of the property receiving payments under the HOM, Inc. Rental Assistance Programs. This form is substantially similar to and may be used as a substitute for the IRS Form W-9 (See *IRS Instructions for the Requester of Form W-9*). If you have any questions about the completion of this form, please contact HOM, Inc. at (602) 265-4640 or 1-877-HOM-INC1. Thank you for your cooperation.

Taxpayer Identification Information

Name of Taxpayer (This should be the name of the owner or ownership entity for the property - NOT the management company)

Business name (This should be the DBA name of the business or property, if applicable)

Type of ownership entity for federal tax classification: Check only one of the following boxes: Individual/Sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC Limited Liability Company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)	Exemptions (codes apply only to certain entities, not individuals): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
Address (This should be the address that the 1099 is sent to at the end of the tax year)	

City, state, ZIP Code

Payment Remittance Information

Name for Payment Remittance (HOM, Inc. payments will be made payable to this name)

Address for Payment Remittance (HOM, Inc. payments will be mailed to this address)

City, state, ZIP Code

Please provide telephone and fax number	ers for the owner and/or	management com	pany for the pro	operty (Include ar	ea codes)		
Office / Primary Contact Phone	Fax		E-Mail Addres	S			
()	()						
Taxpayer Identification Number (1	ΓIN)	Social Security Number					
Enter your TIN in the appropriate box. F individuals, this is your social security nu (SSN.)			•	•			
For other entities, it is your employer iden number (EIN.)	ntification		Employer l	or dentification N	umber		_
Note: If you have questions about the p completion of this section, please refer to		•					
Form W-9.	Note: F	Payments you rece our correct TIN.	ive may be subj	ect to backup wit	hholding if y	vou fail to provide	and

Certification

Under penalties of perjury, I certify that:

 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of	
U.S. person ≽	Date >





HOUSING ASSISTANCE PAYMENTS DIRECT DEPOSIT AUTHORIZATION FORM

Please complete, sign and return this form along with a voided check to HOM, Inc. We will process your request and notify you in writing once we have completed the direct deposit transaction. Thank you.

OWNER / PROPERTY IDENTIFICATION

Community / Marketing Name	Street Address of Property - Physical Location of Unit(s)
Owner/Taxpayer Name (Not the management comp, if applicable)	Owner Tax ID (Social Security or Employer Identification Number)

PLEASE CHECK THE APPROPRIATE TRANSACTION TYPE

New Agreement Change of Account	Cancel Agreement
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CONTACT INFORMATION FOR PAYMENTS

Contact Name		Title		
		E-Mail: <u>REQUIRED</u> (Itemization of payments will be sent to this		
Phone Number	Fax Number	address)		
Mailing Address		City	State	Zip Code

FINANCIAL / PAYMENT INFORMATION Please do not use the routing number from a deposit slip as it is not the correct routing number ** Attach a Scanned VOID CHECK **

Attach a Stanled Vold Children			
Financial Institution Name	Payee Name (As it appears on bank account)		
Address and/or Branch	City	State	Zip Code
Routing/Transit Number (Do not use the number on the deposit slip!)	Account Number		
Type of Account (Select One)	Space Below for HOM Us	se Only	
Checking Savings Depository			

DIRECT DEPOSIT AUTHORIZATION AGREEMENT

I hereby authorize HOM, Inc. to deposit Housing Assistance Payments (HAP) by electronic funds transfer (EFT) into the account with the Financial Institution indicated above. I understand that, if I fail to provide accurate and complete information on this authorization form, the processing of my payments may be delayed.

This authority is to remain in full force and effect until HOM, Inc. has received written notice to terminate this authorization. The undersigned must allow a reasonable amount of time for initiating or terminating Direct Deposit and is responsible for notification of any change in financial institution information.

Authorized Signature	Date





Housing Quality Standards (HQS) Inspections Landlord Tip Sheet

Following is a list of items that frequently cause HQS Inspections to fail. We recommend that you conduct your own inspection of the unit prior to the HQS Inspection to ensure that your unit is ready.

Make sure that all utilities, including electricity, gas, and water are on in the unit prior to the inspection!

Electrical

- Improper types of wiring, connections or insulation
- Wires lying in or located near standing water or other unsafe places
- Missing light fixtures such as globes or other covers
- Missing or cracked cover plates on switches or outlets
- Exposed fuse box connections
- Smoke detectors must be installed and operational

Plumbing

- Missing or incorrectly installed discharge lines on water heaters discharge line must be directed toward the ground (with the flow of gravity) and must extend to within 6 inches from the ground
- Jammed or inoperable garbage disposals
- Missing valve handles
- Leaky water fixtures and/or showerheads
- Plugged drains for sinks, tubs, commodes

Windows and Doors

- Windows that are designed to be opened that do not lock Thumb locks are acceptable
- Broken or cracked windows and/or window panes
- Bathroom doors that do not lock
- Window coverings that do not operate as designed i.e., mini blinds, vertical blinds, etc.
- Doors / door knobs that are unaligned, do not latch, and/or are missing the striker plate
- Cracked or broken door jambs

Flooring

• Carpet / vinyl that is lifted or damaged creating a tripping hazard

Kitchen / Appliances

- Inoperable burners on stove
- Knobs or handles missing on stoves and refrigerators

Exterior

- Chipped and/or peeling paint
- Dilapidated fences and/or gates
- Debris and overgrowth of grass and shrubbery

All design elements must be present and operate as designed!

If you have questions about the HQS Inspection process, please contact our office at 602-265-4640 or 1-877-HOMINC1 or visit our web site at <u>www.hominc.com</u>. Re-inspections for failed units cost time and money for you, the tenant and HOM, Inc. Help all of us by making sure your unit will pass the HQS Inspection the first time!



Email To: <u>www.hominc.com</u> for Team email addresses	From:
Today's Date	Landlord Representative Name
Re:	Landlord Contact Telephone Number
I/WE HAVE ISSUED THE FOLLOWING NOTICE TO THE RES	IDENT REFERENCED ABOVE:
5-Day for Non-Payment of Rent	Immediate Eviction for Material and Irreparable Breach
10-Day Notice of Non-Compliance	5-Day Notice for Health and Safety
2 nd 10-Day Notice of Non-Compliance	30-Day Notice to Terminate
PLEASE ATTACH A COPY OF THE NOTICE Brief Description of the Violation:	
PLEASE ATTACH OTHER DOCUMENTATION IF AVAILABLE	:
I / WE INTEND TO TAKE THE FOLLOWING ACTION:	
 No Further Action Eviction Other:	

I / We understand that should the lease violation result in eviction, that is my/our responsibility to notify of HOM of the date that the writ of restitution is executed or the vacate date, whichever occurs first.

I / We understand that it is my/our responsibility to contact HOM to schedule a move-out inspection of the unit once the unit is vacated.

ATTENTION LANDLORD/OWNER: PLEASE MAKE COPIES OF THIS FORM FOR YOUR USE



HOM, Inc. Housing Operations and Management 5326 E Washington St. Suite 5 Phoenix AZ 85034

Part A of the Rental Assistance Agreement

- 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>«U_LSSTART»</u> The initial lease term ends on: <u>«U_LSEND»</u>

6. Initial Rent to Owner

The initial rent to owner is: <u>\$ «NEWCRENT»</u> (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 $\frac{$ \text{ (NEWHAP})}{$ \text{ per month}}$ 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 $\frac{$ «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	

Date

Date

Signatures:

Housing Provider: HOM, Inc.

Signature

«user_name», «user_title»

Print Name and Title of Signatory

Owner /	Agent:	«II	mailto»
••••••			

Signature

«Il_mailto», Owner / Agent

Print Name and Title of Signatory

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.
 - **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:
 - 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.