



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.









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 <u>not</u> 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. <u>However, all notices of non-compliance must also be provided to HOM at the time that they are served to the Tenant.</u> 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:	
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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, Inc. by email at RFTA@hominc.com, regular mail, in person or via fax at (602) 265-4680. Your assistance and cooperation is greatly appreciated.

Housing Provider					2. Address of Unit (Street Address, Apt #, City, State & Zip Code)							
HOM, Inc. 5326 E Washingtor Phoenix AZ 85034	Washington St., Suite 5											
3. Date Avail for Inspec	tion 4. I	Lease S	Start Date	5. Lease End	Date	6. Bedrooi		7. Bathro		8. Year Built	9. Square Footage	
						(Numbe	r)	(Num	iber)			
		L	ease must	be 12 months								
10. Proposed Rent (In	cluding T	<u>ax)</u>	11. Application / Processing Fee					ndable Fee				
\$				\$			\$			\$		
14. Rent Concession or Move-In Special (Please provide explanation or separate worksheet detailing any financial concession offered						ncession offered)						
15. Type of House / Apa	artment:											
Single Family Deta	ached	□ s	emi-Detacl	ned / Row House		Manufad	ctured	Home	Apa	rtment	Elevator/High-Rise	
16. If this unit is subsidi	ized, indicat	e the ty	pe of subs	idy:								
Section 202 Section 221 (d)(3)(BMIR) Section 236 (Insured or noninsured) Section 515 Rural Development					Rural Development							
HOME Tax Credit (LIHTC) Other (Specify):					·							
		Credit	(LIITIC)		Other (ореспу).						
	ovide or pa nces indica	ted bel									provide or pay for the ay for all utilities and	
Item		Е	lectric	Natural Gas		Owner		Tenant		Utility Providers		
Heating									Electric	Electric Provider:		
Cooking												
Water Heating									Natura	l Gas Provider:		
Other Electric												
Cooling (Check):	Air Conditio	ning	Evapo	rative Cooling					Water I	Water Provider:		
Water												
Sewer						Ħ		Ħ	Sewer Provider:			
Trash Collection												
Appliance: Range			Provided	By>				\Box	Sanitat	tion Provider:		
Appliance: Refrigerator				By>						ion i rovidei.		
Other (Specify):			TTOVIGEG	Бу						her:		
										ner.		
18. Amenities and Facil		e chec Ameni		cable unit amenitie	es and p	oroperty facil	ities fo	r the dwelli	ng unit Property	Facilities		
Garbage Disposal	<u> </u>	Г	7	Sinks (Bathroom)		Swim	ming	Pool			Community	
Dishwasher Patio				_	l Court		\equiv	Walkways				
				is Cou				d Parking				
☐ Microwave ☐ Balcony							\equiv	•				
Ceiling Fan(s) Vertical Blinds				etball	Court			nity Grills				
Walk-In Closet(s)			7	Paned Windows		│					/ Courtesy Patrol	
☐ Vaulted Ceilings		Ļ	」 Cable R ⊐	•		—	-	cilities		Elevato		
Track Lighting		Ļ	∐ New Ap∣ ¬				ht Roc			☐ Close to	Bus Line	
French Doors Washer / Dryer				Club	House	2		Close to	Shopping			

Request for Tenancy Approval

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 rec	ent rent charge	d for the above dwelling			
unit was \$	per month.	This rent included the			
following utilities:					
☐ Heating	☐ Cooking	☐ Water Heating			
☐ Cooling	Other Elect	ric			
☐ Water	Sewer	☐ Trash			
The reason for any <i>difference</i> 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.

Prospective Tenant Name:

- 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 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 provisions of the Tenancy Addendum.
- k. The total number of dwelling units located at the property are:

l.	HOM, Inc. will arrange for an inspection of the unit
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	r 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				

Request for Tenancy Approval

Tenant-Based Rental Assistance

Prospective Tenant Name:	
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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									M USE ONLY
Address and U	Init Number		Unit Size	Square Footage	Date Rented / Monthly Rent Lease Renewed (Incl. Tax)				Gross Ren
			rootage	Lease Neil	eweu	(IIICI. TAX)	Allowance		
							\$	\$	\$
			Owner	Tenant				Owner Pay	s Tenant
Item	Electric	Gas	Pays	Pays	Cooling		em Conditioning		Pays
Heating					l	/ All C	onalioning		
Cooking					Water				
Water Heating					Sewer	N = 11 = = 4°			
Other Electric (Lights)					Trash C	ollectio	on		
Comparable Unit #2								FOR HO	M USE ONLY
Address and U	Init Number		Unit Size	Square	Date Rent		Monthly Re	nt Utility	Gross Ren
				Footage	Lease Ren	ewed	(Incl. Tax)	Allowance	
							\$	\$	\$
Item	Electric	Gas	Owner Pays	Tenant Pays		I+	em	Owner Pay	Tenant Pays
Heating		Gas	rays	Гауз	Cooling		Conditioning		- Fays
Cooking					Water	7 7 111 0	- orranioning	+	+
Water Heating					Sewer				
Other Electric (Lights)			H		Trash C	Collection	on		
Curer Electric (Elgrice)					114611 6	onoou.	J.,		
Comparable Unit #3						,			M USE ONLY
Address and U	Init Number		Unit Size	Square Footage	Date Rented / Monthly Rent Lease Renewed (Incl. Tax)				Gross Ren
							\$	\$	\$
			Owner	Tenant				Our an Dav	Tenant
Item	Electric	Gas	Pays	Pays			em	Owner Pay	S Pays
Heating	Ш	Ш			l	/ Air C	Conditioning		<u> </u>
Cooking	Ш	Ш		Ш	Water				<u> </u>
Water Heating			<u> </u>	Ш	Sewer				
Other Electric (Lights)				Ш	Trash C	Collection	on		
	RENT	REASON	IABLENES	S DETERM	INATION – F	OR H	OM USE ONI	_Y	
Subject Unit: Ad	ddress and l	Jnit Numb	er	Unit Size	Square Footage		equested stract Rent	Utility Allowance	Gross Rent
				CIZO	rootago		ill dot i torit		¢
						\$		\$	\$
accordance with 24 C	FR Part 98	32.507. I	certify that	. based up	on the infor	matio	n provided b	v the owner in	Section 20
ove, the requested Co								, a.e ee	00011011120
HOM Representative S				Title				Date	



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						
	СН	ECK ONE OF THE FOLLOWING BOXES AND INITIAL HERE:						
1.	(initial) 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	n the housing.					
	<u>CH</u>	ECK ONE OF THE FOLLOWING BOXES AND INITIAL HERE:						
2.	(initial)							
	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-base housing.	ed paint hazards in the					
·		TENANT ACKNOWLEDGMENT						
3. 4.		nant has received copies of all information listed above. nant has received the pamphlet <i>Protect Your Family From Lead in Your Home</i> .	(initial) (initial)					
		HOM, INC. ACKNOWLEDGMENT						
5.	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						
		owing parties have reviewed the information above and certify, to the best of their kill tion provided by the signatory is true and accurate.	nowledge, that the					
-	_and	llord	Date					
'	_u11u							
-	Tena	int	Date					
-	HOM	1, Inc.	Date					







Request for Taxpayer Identification Number and Payment Remittance Information

Complete and return form to HOM, Inc. at the address or fax number below Do NOT return form to the IRS

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 over	wner or ownership	entity for the prop	erty – <u>NOT</u> the	managemer	it company)			
Business name (This should be the DBA name of the	business or prope	erty, if applicable)						
Type of ownership entity for federal tax classification:	Check only one	of the following box	es:		Exemptions (
Individual/Sole proprietor or C Corporation S Corporation Partnership Trust/estate Single-member LLC Creck only the of the following boxes. Trust/estate Exempt payee code (if any)								
Limited Liability Company. Enter the tax classific	ation (C=C corpo	ration, S=S corpora	ation, P=partner	ship)	Exemption from			
Note. For a single-member LLC that is disre			ne appropriate b	ox in the	reporting code	e (if any)		
line above for the tax classification of the si	ngie-member own	ег.			(Applies to acco			
					maintained outs	side 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								
5hy, 5tate, 2ft 60de								
Payment Remittance Information								
Name for Payment Remittance (HOM, Inc. payments	will be made paya	able to this name)						
Address for Payment Remittance (HOM, Inc. paymen	ts will be mailed to	o this address)						
City, state, ZIP Code								
Please provide telephone and fax numbers for the ow	ner and/or manag	gement company fo	or the property (Include area	codes)			
Office / Primary Contact Phone Fax		E-Mai	l Address					
Taxpayer Identification Number (TIN)			Social Secur	ity Numbe	r			
Enter your TIN in the appropriate box. For		•		•				
individuals, this is your social security number (SSN.)	<u> </u>		1				<u> </u>	
		F	Oľ					
For other entities, it is your employer identification number (EIN.)	Employer Identification Number							
]	
Note: If you have questions about the proper completion of this section, please refer to the IRS]	
Form W-9.	Note: Paymen certify your con	nts you receive may rect TIN.	/ be subject to b	ackup withh	olding if you fail	to provide	and	
Certification	55y y 50a							
Under penalties of perjury, I certify that:								
 The number shown on this form is my correct 								
 I am not subject to backup withholding becaus Revenue Service (IRS) that I am subject to ba 								
notified me that I am no longer subject to back	cup withholding; a		ure to report all	interest of U	ividerius, Ur (C) l	ine into ilas	•	
 I am a U.S. citizen or other U.S. person (defin The FATCA code(s) entered on this form (if ar 		I am evemnt from	FATCA roportin	a is correct				
Certification instructions. You must cross out item	• •	•	•	J	tly subject to ba	ckup withh	oldina	
because you have failed to report all interest and divid	dends on your tax	return. For real es	tate transaction	s, item 2 doe	es not apply. For	mortgage	interest	
paid, acquisition or abandonment of secured property payments other than interest and dividends, you are r						a), and gene	erally,	
	.5. 15441164 10 319	corumoanori, i	out you must pr	criac your or				
Signature of U.S. person ➤			г	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 IDENTIFI	CATION					
Community / Marketing Name		Street Address of Property - Physical Location of Unit(s)				
Owner/Taxpayer Name (Not the r	nanagement comp, if applicable)	Owner Tax ID (Soc	cial Security or Employ	ver Identification Number)		
PLEASE CHECK THE APPROPRIAT	E TRANSACTION TYPE	•				
			Consol Asse			
New Agreement	Change of Acco	ount	Cancel Agre	eement		
CONTACT INFORMATION FOR	R PAYMENTS					
Contact Name		Title				
Phone Number	Fax Number	E-Mail: <u>REQUIRED</u> address)	(Itemization of payn	nents will be sent to this		
Mailing Address		City	State	Zip Code		
FINANCIAL / PAYMENT INFORMA the correct routing number. **			a deposit slip as it i	s not		
Financial Institution Name		Payee Name (As it appears on bank account)				
Address and/or Branch		City	State	Zip Code		
Routing/Transit Number (Do not us	se the number on the deposit slip!)	Account Number				
Type of Account (Select One)		Space Below for	HOM Use Only			
Checking Sa	avings Depository					
DIRECT DEPOSIT AUTHORIZAT	ΓΙΟΝ AGREEMENT					
I hereby authorize HOM, Inc. t the account with the Financia complete information on this	al Institution indicated abov	e. I understand	that, if I fail to p	rovide accurate and		
This authority is to remain in authorization. The undersigne and is responsible for notificat	ed must allow a reasonable ar	mount of time for	initiating or termi			
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 www.hominc.com. 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:	From:				
www.hominc.com for Team email addresses	Landlord / Property Name				
Today's Date	Landlord Representative Name				
Today's Date	Landiord Representative Name				
Re:					
Tenant Name	Landlord Contact Telephone Number				
L/WE HAVE IQUIED THE FOLLOWING NOTICE TO THE DEG	NOTAL DEFENDED ADOVE:				
I / WE HAVE ISSUED THE FOLLOWING NOTICE TO THE RES	SIDENT 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





Rental Assistance Agreement Rapid Re-Housing Program

HOM, Inc.

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

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

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«HH_STRAPT»
«HH_CSZ»
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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: **\$ «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	

natures:			
Housing Provider: HOM, Inc.			
Signature		Date	
«user_name», «user_title»			
Print Name and Title of Signatory		*	
Owner / Agent: «Il_mailto»			
Signature		Date	
«Il_mailto», Owner / Agent			
Print Name and Title of Signatory			

HOM, Inc.

Housing Operations and Management

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

- The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Rapid Re-Housing Program.
- HOM has approved leasing of the unit in accordance with requirements of the Rapid Re-Housing Program.
- c. The owner certifies that:
 - 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.
- 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.

- 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

- 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:
 - 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.
- HOM must re-determine the reasonable rent when required in accordance with program requirements. HOM may redetermine 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.
- 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:

- 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.
- 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

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