

## HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) CONTRACT

**LANDLORD:** Landlord name as listed in Lease: \_\_\_\_\_

Landlord’s street address as listed in Lease: \_\_\_\_\_

Landlord’s Unit/Suite/Apartment Number: \_\_\_\_\_

Landlord’s City: \_\_\_\_\_ State: \_\_\_\_\_

Landlord’s Zip Code: \_\_\_\_\_

**TENANT(S):** Tenant 1 Name as listed in Lease: \_\_\_\_\_

*Tenant 2 Name (if applicable):* \_\_\_\_\_

Contract Unit Street Address listed in Lease \_\_\_\_\_

Unit/Apartment Number: \_\_\_\_\_

City: \_\_\_\_\_ State: **Kentucky**

Zip Code: \_\_\_\_\_

This HOME Rental Assistance Contract (“Contract”) is entered into between \_\_\_\_\_, herein after referred to as the TBRA ADMINISTRATOR, and the Landlord, as identified above. This Contract applies only to the Tenant family, as indicated above, and the dwelling unit, as identified above.

**1. TERM OF THE CONTRACT**

The term of this Contract shall begin on \_\_\_\_\_ (mm/dd/yy) and end no later than \_\_\_\_\_ (mm/dd/yy). The Contract automatically terminates on the last day of the term of the Lease.

**2. SECURITY DEPOSIT**

- A. Tenant thru the TBRA ADMINISTRATOR will pay a Security Deposit to the Landlord in the amount of \$ \_\_\_\_\_. The Landlord will hold this Security Deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding escrow of Security Deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the Security Deposit as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the Security Deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.
- C. The Landlord shall immediately notify the TBRA ADMINISTRATOR when the Tenant has moved from the Contract unit.

**3. RENT AND AMOUNTS PAYABLE BY TENANT AND THE TBRA ADMINISTRATOR**

- A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the first twelve months of this Contract is \$ \_\_\_\_\_.
- B. *Rent Adjustments.* With no less than **60 days’ notice** to the Tenant and the TBRA ADMINISTRATOR, the Landlord may propose a reasonable adjustment to be effective no earlier than the 13<sup>th</sup> month of this Contract. The proposed rent may be rejected by either the Tenant or the TBRA ADMINISTRATOR. The Tenant may reject the proposed rent by providing the Landlord with 30 days’ written notice of intent to vacate. If the TBRA ADMINISTRATOR rejects the proposed rent, the TBRA ADMINISTRATOR must give both the Tenant and the Landlord 30 days’ notice of intent to terminate the Contract. (*Note: At no time may the contract rent be greater than the HOME High Rent limit as published by HUD.*)
- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by the TBRA ADMINISTRATOR, the Tenant’s share of the rent shall be \$ \_\_\_\_\_.
- D. *TBRA Administrator Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by the TBRA ADMINISTRATOR, the TBRA ADMINISTRATOR’S share of the rent shall be \$ \_\_\_\_\_. Neither the TBRA ADMINISTRATOR, KHC nor HUD assumes any obligation for the Tenant’s rent, or for payment of any claim by the Landlord against the Tenant. The TBRA ADMINISTRATOR’S obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the Landlord to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
  - 1. The Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
  - 2. The Contract unit is leased to and occupied by the Tenant named above in this Contract.

3. The Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
  4. To the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the TBRA ADMINISTRATOR determines that the Landlord is not entitled to any payments received, in addition to other remedies, the TBRA ADMINISTRATOR may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other HOME TBRA Contract with the Landlord for another tenant.

#### **4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES**

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The TBRA ADMINISTRATOR shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the TBRA ADMINISTRATOR determines that the Landlord is not meeting these obligations, the TBRA ADMINISTRATOR shall have the right, even if the Tenant continues in occupancy to terminate payment of the TBRA ADMINISTRATOR'S share of the rent and/or terminate the Contract.

#### **5. TERMINATION OF TENANCY**

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

#### **6. FAIR HOUSING REQUIREMENTS**

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of race, color, national origin, sex, religion, disability, familial status, age, sexual orientation, gender identity, or marital status. The obligation of the Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, the Department of Housing and Urban Development, and the TBRA ADMINISTRATOR, any of which shall be entitled to invoke any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Compliance Review Audits.* The Landlord shall comply with the TBRA ADMINISTRATOR, KHC and with HUD in conducting compliance review audits and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations as covered in the requirements of the Federal HOME Investment Partnerships Program.

#### **7. THE TBRA ADMINISTRATOR, KHC AND HUD ACCESS TO LANDLORD RECORDS**

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

#### **8. RIGHTS OF THE TBRA ADMINISTRATOR IF LANDLORD BREACHES THE CONTRACT**

- A. Any of the following shall constitute a breach of the Contract:
  1. If the Landlord has violated any obligation under this Contract; or
  2. If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
  3. If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The TBRA ADMINISTRATOR'S right and remedies under the Contract include recovery of overpayments, termination or reduction of payments and termination of the Contract. If the TBRA ADMINISTRATOR determines that a breach has occurred, the TBRA ADMINISTRATOR may exercise any of its rights or remedies under the Contract. The TBRA ADMINISTRATOR shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the TBRA ADMINISTRATOR to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the TBRA ADMINISTRATOR in accordance with this Contract shall be effective as provided in a written notice by the TBRA ADMINISTRATOR to the Landlord. The TBRA ADMINISTRATOR'S exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

**9. THE TBRA ADMINISTRATOR'S RELATION TO THIRD PARTIES**

- A. The TBRA ADMINISTRATOR does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of The TBRA ADMINISTRATOR, and this Contract does not create or affect any relationship between the TBRA ADMINISTRATOR and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than KHC or HUD) to enforce any provision of this Contract or to assess any claim against HUD, KHC, the TBRA ADMINISTRATOR or the Landlord under this Contract.

**10. CONFLICT OF INTEREST PROVISIONS**

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

**11. TRANSFER OF THE CONTRACT**

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

**12. ENTIRE AGREEMENT; INTERPRETATION; NOTICE**

- A. This Contract contains the entire agreement between the Landlord and the TBRA ADMINISTRATOR. No changes in this Contract shall be made except in writing signed by both the Landlord and the TBRA ADMINISTRATOR.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.
- C. All notices required under this Contract shall be sent via U.S. mail to the address listed above for each party to this contract.

**13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**

- A. The Landlord warrants the unit is in decent, safe and sanitary condition as defined in 24 CFR Section 882.109 and under Section 8 Housing Quality Standards, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

<b>SIGNATURES</b>			
<i>Landlord Company Name:</i>		<i>TBRA ADMINISTRATOR Company Name:</i>	
<i>Printed Name of Landlord:</i>		<i>Printed Name of TBRA ADMINISTRATOR Representative:</i>	
<i>Signature of Landlord</i>	<i>Date</i>	<i>Signature of TBRA ADMINISTRATOR</i>	<i>Date</i>

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE MAILED TO: \_\_\_\_\_

NAME(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_

TAX ID# \_\_\_\_\_