

# US Treasury Department Emergency Rental Assistance Program (ERAP)

## Rental Assistance Landlord Agreement

Date this form is completed(month/day/year): \_\_\_/\_\_\_/\_\_\_\_\_

Tenant Name \_\_\_\_\_

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Instructions for landlord/property manager/housing provider: Please use this form to consent to receipt of federal Emergency Rental Assistance Program funding on behalf of the tenant named above. Use a separate form for each unique household for which you are seeking rental assistance. Provide the requested information below and sign and initial in the places indicated below to consent to the terms of this agreement and receive payment from the program administrator agency you have been contacted by.

### FINANCIAL ASSISTANCE – AMOUNT AND TIMEFRAME

Report monthly rent amount for this tenant below. If certain costs of occupying the unit, such as a flat amount monthly for utilities, insurance, trash removal, etc. are a part of the monthly charges, include those amounts. If utility costs are paid to you but vary by month based on usage, do not include in this amount, but do include it in the amount requested.

The monthly rent\* payment is \$ \_\_\_\_\_

If tenant receives a rent subsidy, only include the tenant’s portion in the rent payment, not the subsidy amount. Report the amount of the subsidy here: \$ \_\_\_\_\_

Does the tenant also pay any of their monthly utility charges to you?

No, utility payments are made directly to utility providers  Yes, all utility costs  Yes, some utility charges.

The total amount of past due rent owed (including late fees but not legal or court fees) as of the date of this agreement is \$ \_\_\_\_\_

The portion of the amount owed that represents unpaid late fees: \$ \_\_\_\_\_ If you consent to waive the late fees, in full or in part, initial here: \_\_\_\_\_ Indicate here the amount of late fees you are waiving: \$ \_\_\_\_\_

Check below the months for which rent remains unpaid or partially paid.

Apr 2020		May 2020		June 2020		July 2020		Aug 2020		Sep 2020	
Oct 2020		Nov 2020		Dec 2020		Jan 2021		Feb 2021		Mar 2021	
Apr 2021		May 2021		Jun 2021		July 2021		Aug 2021		Sep 2021	

### Attach to this agreement, if available, a ledger showing all unpaid rent and other charges, broken down by month.

Check here if a rent ledger is included with this agreement.

Are there any past-due rent amounts due from prior to April 1, 2020?  Yes  No If Yes, amount due from prior to April 1, 2020: \$ \_\_\_\_\_ NOTE: ERAP may not pay amounts due from prior to April 1, 2020.

### LANDLORD CONSENT (Initial and sign below.)

Name of Entity or Individual that Owns the Rental Property: \_\_\_\_\_

Name of Landlord/Management Company (if different from above): \_\_\_\_\_

Address of Landlord/Management Company: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Landlord: Initial the statements below to confirm your consent to the terms of this agreement.**

I attest that the above-referenced amounts are still owed and have not yet been covered by other financial assistance programs.

Payment of assistance on behalf of the tenant named in this agreement, will be issued to the above-named entity and sent to the above address. (The IRS W9 Form attached to this agreement must be completed to receive payment. The landlord/housing provider entity named on this form must match the entity named on the W9.)

(CONTINUED BELOW)

\_\_\_ I confirm that the above-named individual is a tenant leaseholder of this property at the address identified above.

CHECK ONE:

\_\_\_ They are the only person named on the lease.

OR

\_\_\_ There is one or more additional person named on the lease. The following additional tenant(s) is/are also named on the lease:

\_\_\_\_\_

\_\_\_ By accepting the payment referenced above, I confirm that, upon receipt of total assistance indicated above provided on behalf of the above-named tenant(s), no additional back rent or fees are owed from the period from April 1, 2020 to the date of this agreement.

Are there rental arrears from prior to April 1, 2020? \_\_\_Yes \_\_\_No

If yes, by forgiving past due rent from prior to April 1, 2020, **you can be eligible for three months of "forward" rent payments.** Initial here if there are rental arrears prior to April 1, 2020 AND you are forgiving past due rent from prior to April 1, 2020, so that you may be able to receive ERAP funding for three months of future rent payments for the tenant named in this agreement: \_\_\_\_\_

\_\_\_ This payment will guarantee that Tenant will not be evicted for non-payment or for any de minimis reason for the balance of this month and any future months for which payment is received from the ERA Program and no legal or other actions will be taken to collect amounts owed from periods prior to the date of this agreement from either the above-named tenant or other tenants at this residence. Nothing herein precludes evictions based on a tenant, lessee, or resident: (1) Engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents; (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest). If there is a current lease in place, the lease will remain in effect and the terms of the lease will be honored.

\_\_\_ In the event that a lawsuit to collect the past due rent balance has been filed, upon acceptance of the payment referenced above, the lawsuit will be withdrawn.

\_\_\_ Under penalty of perjury, I attest that all of the information provided in this agreement is truthful and accurate.

**Authorized Representative of Landlord/Management Company**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

By signing this agreement, I confirm that I am authorized to act on behalf of the above-referenced property owner and consent to the terms outlined in this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REQUIRED W-9**

To process payment, United Way must collect the W-9 Form for all landlords receiving payment. Payment cannot be issued without the W-9 Form. Please complete the W-9 form and attach include it when you return this form. The landlord/housing provider entity named on this form must match the entity named on the W9. Payment will be made to that entity.

**PLEASE RETURN COMPLETED FORM TO THE CASEWORKER THAT CONTACTED YOU REGARDING THIS MATTER.**

**Caseworker Name:**

**Caseworker Email:**

**Caseworker Phone Number:**