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**LANDLORD PARTICIPATION AGREEMENT**

1. **Introduction**

Effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Landlord” agrees to partner with The Kings/Tulare Homeless Alliance, hereinafter referred to as “Program Administrator” and approved Mitigation Fund Participating Agencies, hereinafter referred to as “Participating Agencies” to extend housing opportunities for homeless individuals and families as part of the Landlord Mitigation Fund, hereinafter referred to as “Mitigation Fund”.

The Program Administrator will set the criteria for tenant participation in the Mitigation Fund. To be eligible for program benefits, Landlord must provide housing to a participating tenant or tenant household. The Landlord cannot apply for program benefits for an existing tenancy or for housing a tenant or tenant household that is not in the tenant pool for the program.

As part of a partnership under the Mitigation Fund, the Program Administrator and/or approved Participating Agencies will offer Landlord the following benefits:

* Timely response to Landlord concerns.
* During the initial lease term (not to exceed 24 months):
  + - Intensive support services including monthly service provider visits to the Mitigation Fund tenants’ homes.
    - Eviction prevention assistance if tenants encounter financial difficulties.
    - Ongoing rental responsibility and money management training for the Mitigation Fund tenants.
    - Financial supports Section VIII of this Agreement.

In exchange, Landlord agrees to apply alternative screening criteria, which comply with fair housing laws, to the applicants referred through this program.

1. **Participating Agency Obligations**
2. Prior to referring clients for tenancy under the Mitigation Fund, Participating Agencies will have worked closely with the clients to conduct preliminary evaluation, individualized goal plan development, and rental and financial management training. Participating Agencies will help the clients to develop goal plans to address any issues or problems identified in this assessment so that the clients will be successful in their tenancies.
3. Participating Agencies will ask each Mitigation Fund client to sign a Release of Information to allow the Landlord to share information regarding the client’s application status and other housing-related information with the referring agency and Program Administrator. The referring agency will strive to supply the Landlord with a copy of this Release at the point of referral.
4. Participating Agencies will provide ongoing support services, individual goal planning, coordination with other community services such as job training and placement and literacy development, referral to community resources, and money management assistance to Mitigation Fund clients for at least the first year of their tenancies. Throughout the first year of the clients’ tenancies, Participating Agencies commit to meeting with the Mitigation Fund clients at least once a month in their rental units.
5. Each Participating Agency will have an identified, assigned staff member for the Landlord to contact regarding any issues related to lease violations. Participating Agencies will respond timely to Landlord’s calls.
6. Participating Agencies will help their Mitigation Fund clients develop plans to address any issues that arise related to their tenancies.
7. Though Participating Agencies are committed to providing ongoing support services to each Mitigation Fund client they refer for at least the first year of the client’s tenancy, extraordinary circumstances may arise where the case management cannot continue. In such situations, the Landlord may continue to contact the Participating Agency and/or Program Administrator with any issues or concerns.
8. Participating Agencies will actively encourage ongoing feedback from the Landlord regarding the services provided to the Landlord through this partnership. Participating Agencies commit to using the feedback from this evaluation process to improve their performance of the Mitigation Fund responsibilities and become even better partners with Landlord.
9. **Program Administrator Obligations**
10. The Program Administrator will certify service providers as Participating Agencies. As part of the certification process, the Program Administrator will confirm that such service providers can meet all of the expectations laid out in this agreement. The Program Administrator then will monitor the performance of all Participating Agencies and only maintain the certification of service providers that continue to meet these expectations.
11. The Program Administrator is available to address any concerns that the Landlord has regarding the Mitigation Fund, including any client or agency participating in the program.
12. The Program Administrator will contact the Landlord regularly to ensure successful tenancies for the referred Mitigation Fund clients and to maintain an effective partnership with the Landlord.
13. The Program Administrator will oversee the Mitigation Fund, which will cover damages caused by the Mitigation Fund tenants within the first two years of their tenancies. The Program Administrator will verify and process all damage claims submitted and pay Landlord for legitimate damages using the Mitigation Fund, in accordance with Mitigation Fund Guidelines.
14. The Program Administrator will actively encourage ongoing feedback from the Landlord regarding the services provided to the Landlord through this partnership. The Program Administrator commits to using feedback to improve the performance of the Mitigation Fund and become even better partners with the Landlord.
15. **Landlord Obligations**
16. The Landlord will use reduced screening. Landlord agrees to only screen applicants from the tenant pool as follows:
17. Housing History. Landlord agrees that it will not screen out tenant applications for non-payment eviction history and may only screen for cause or other criminal eviction history in the past three years. Landlord may and should consider as evidence of a tenant applicant’s housing history letters from service providers, community members and landlords.
18. Credit History. Landlord agrees to waive credit history screening.
19. Criminal Record History Screening. Any criminal record history screening must reflect an individualized assessment of the particular applicant’s background and housing history. If Landlord chooses to perform a criminal record history inquiry, Landlord may only consider the following:
20. If applicant, or a member of applicant’s household, is life-time registered sex offender.
21. If applicant, or a member of applicant’s household, has been convicted of arson within the past three years.
22. If applicant, or a member of applicant’s household, has been convicted of a violent felony within the past three years.
23. Landlords are encouraged not to automatically disqualify a household based on any of the above factors identified in Item 1. In some cases, an applicant who does not qualify under these screening criteria might still be an acceptable risk due to extenuating circumstances. Such circumstances might include, but are not limited to, triggering events like severe health problems, recent death of spouse, domestic violence, recent divorce, or a temporary period of unemployment. Such considerations also could include a change in circumstances, like drug rehabilitation. Landlord/property manager agrees to consider extenuating circumstances, as detailed above.
24. Landlord may not deny housing based on any other criminal record history of the applicant or the applicant’s household members. If Landlord intends to deny housing based upon No. 1-3 above, Landlord must give applicant, along with the case manager, notice and reason for the denial.
25. The applicant, together with the case manager, will have 7 days to produce information on extenuating circumstances, including letters of reference demonstrating the applicant was a good tenant prior to or after the conviction, evidence of rehabilitation, evidence that the criminal record history is erroneous, or other information in support of applicant’s tenancy. Landlord cannot deny housing prior to consideration of extenuating circumstances offered.
26. Landlord agrees to offer tenancy to qualified tenant participants.
27. The Landlord will strive to give the referring the Mitigation Fund Participating Agency a copy of the unsigned lease and house rules before or during the application process so that the referring agency can review the rental rules and responsibilities with the client. The Landlord also will provide Program Administrator and the referring agency with a copy of the signed lease/rental agreement, any house rules and the completed Move-In Condition Report, signed by the Landlord and tenant, within 14 days after the tenant moves in.
28. The Landlord will send Program Administrator and the Participating Agency a copy of any changes to the lease and any house rules at the same time that the tenant is notified of the changes. Changes to the lease are limited to those allowed by California law.
29. The Landlord will provide those clients referred through Participating Agencies with housing that is affordable and well maintained over the length of the clients’ tenancies.
30. The Landlord will communicate orally and/or in writing with the referring Participating Agency and/or Program Administrator when problems arise with the referred clients. Problems may include issues raised during the application process (i.e. incomplete information or failure to meet screening criteria) or during tenancy.
31. Specifically, the Landlord agrees to notify the Participating Agency and/or Program Administrator in the event of 1) issues that may lead to a written notice to the tenant, 2) any type of written notice to the tenant, 3) late payment of rent, 4) any other issues or action that may affect the continuation of tenant’s tenancy, and 5) awareness of any potential or actual damage to the rental unit.
32. The goal is to communicate with the Participating Agency and/or Program Administrator and work together to resolve issues before moving towards an eviction and/or any action that may jeopardize the tenant’s housing. Landlords are expected to fully commit in good faith to resolving issues with tenants. Prior to beginning the process to terminate tenancy, landlord will provide case manager a ten (10) day notice so that alternative housing arrangements can be made for the tenant.
33. Landlord will quickly notify the Participating Agency and/or Program Administrator when issues arise and work closely with them to prevent damages. If damages occur despite early interventions, the Landlord will follow the Mitigation Fund Guidelines in seeking reimbursement from Program Administrator for damages caused by tenants. The Landlord will submit a Claim Form within thirty (30) calendar days of the lease termination date.
34. Landlord will communicate orally and/or in writing with Program Administrator whenever any issues or concerns arise regarding this partnership. The goal is to strengthen this partnership and provide an opportunity for correction and improvement before moving towards any action that may jeopardize this Partnership Agreement.
35. **Lease**
36. Rental Assistance Projects:
    1. Participating tenants and Landlords will enter into a separate lease agreement that will govern the relationship between the tenant(s) and Landlord for rental housing. The Program Administrator is not a party to, or the beneficiary of, any lease agreement. Landlord understands and agrees that the Program Administrator will facilitate support services to help ensure the success of the tenancy, but cannot and does not guarantee the performance of any party to a lease agreement, except to the extent provided herein.
    2. Tenant participants may have a form of housing subsidy. Landlord may be required to enter into a Housing Assistance Payment contract, or similar agreement, in order to receive payment on the tenant’s behalf for housing. The Program Administrator is not a party to, or the beneficiary of, any Housing Assistance Payment contract or similar agreement. The Program Administrator makes no representation as to the receipt of any subsidy by participating tenants, including the continued receipt of any housing subsidy. Landlord agrees and understands that the Program Administrator makes no promises with respect to the performance of any housing subsidy administrator.
    3. Landlord may, in its discretion, waive any security deposit requirement or agree to the collection of a reduced security deposit (less than the equivalent of one month’s rent). If Landlord requires a security deposit, the security deposit must be collected, held, accounted for and returned in strict compliance with California law. Landlord agrees that a claim for damage or unpaid rent must be first made against any security deposit held.
    4. An inspection of the housing unit may be required by a housing subsidy administrator. Whether or not an inspection occurs, the Landlord must provide the tenants with a Statement of Condition form as required by law. The Program Administrator must be provided with a copy of the fully executed Statement of Condition within twenty-one (21) days of the tenant move-in. The Move-in/Out Condition Report may be emailed to the Program Administrator at [msmith@kthomelessalliance.org](mailto:msmith@kthomelessalliance.org). Failure to provide the Program Administrator with a copy of the fully executed Statement of Condition Form may be a basis for denial of a claim for unit damages.
37. Master Leasing/Sponsor Based Rental Assistance Projects:
38. Participating Agencies and Landlords will enter into a separate lease agreement that will govern the relationship between the Agency and Landlord for rental housing. The Program Administrator is not a party to, or the beneficiary of, any lease agreement. Landlord understands and agrees that the Program Administrator will facilitate support services to help ensure the success of the tenancy, but cannot and does not guarantee the performance of any party to a lease agreement, except to the extent provided herein.
39. Tenants will enter into a rental agreement directly with the Participating Agency. No security deposit or application fees may be charged to tenant.
40. **Mutual Obligations**
41. The Case Manager assigned to the client through the Participating Agency will respond to all Landlord inquiries within two business days. In case of an emergency, Landlord should contact appropriate emergency responder, including, the police, fire or inspectional services department. Conditions which require emergency attention, such as a utility shut-off or burst pipes, should be addressed immediately and in the usual course of business without waiting for a response from the Case Manager.
42. Landlord will timely notify the Case Manager of any issues with the tenancy which may give rise to a claim against the Landlord Guarantee Fund or a basis for the termination of the tenancy, including, but not limited to:
43. Issues that may lead to a written notice to the tenant (i.e. violation of a lease term such as a guest/visitor policy, smoking policy, pet policy, creating an unreasonable noise disturbance, improper trash disposal).
44. Any type of written notice (i.e. a violation of lease term as above, bounced check).
45. Late payment of rent (payment more than 5 days late) and subsequent notification of intent to serve a 14-Day Notice to Quit for non-payment of rent if the matter is not resolved.
46. Any other issues or action that may affect the continuation of tenant’s tenancy (i.e., illegal activity on the premises by a household member).
47. Knowledge of any potential or actual damage to the rental unit (i.e. if notice of mold in bathroom tile, improper use of appliances, torn carpet). Landlord is not, however, required to perform periodic inspections to confirm unit condition. Housing subsidy administrators may require annual inspections and Landlord is charged with notice of any condition reported as the result of that inspection.
48. Upon notice of such an issue, the Case Manager will work with the parties to attempt to facilitate a resolution.
49. **Eviction**
50. In the event that an issue with a tenancy cannot be successfully resolved despite intervention, Landlord may wish to terminate the tenancy and commence eviction proceedings. By agreeing to participate in the Mitigation Fund, Landlord does not waive any of its rights under California law with regard to tenant eviction.
51. Tenant participants in the Mitigation Fund also retain all their rights as tenants under California law. The Program Administrator cannot evict the tenant or otherwise require the tenant to vacate the unit. The Program Administrator and the Participating Agency should be provided with copies of any legal notices or complaints, as set forth above, which are served upon the tenant.
52. Some costs associated with eviction proceedings (e.g. court filing fees) may be reimbursed through the Mitigation Fund. For more information on eligible costs, see below.
53. In some instances, Participating Agencies that incur eviction related expenses may be able to submit a claim for reimbursement. Any such case would be restricted to the balance available after a landlord claim.
54. **Mitigation Fund**
55. The Program Administrator will oversee the Mitigation Fund, which will cover unpaid rent and damages by tenants housed under this program up to $2,000 per household. The Mitigation Fund will also provide financial incentives for Landlords that allocate property to the program. Eligible costs include[[1]](#footnote-1):
56. Holding fee of up to one month of rent to cover time for property inspection, etc.
57. Unpaid back rent owed by the tenant.
58. Reimbursement for repairs made to the unit due to damage caused by the tenant.
59. Court fees and court costs associated with a summary process action or other action to enforce Landlord’s rights under the lease agreement.
60. Court and storage fees associated with levying on an execution for Possession.
61. An insurance deductible for covered damages.

The following costs or losses are not included:

1. Normal wear and tear (See Appendix I).
2. Normal turnover costs.
3. Interest.
4. Fines or penalty payments as may be provided for in the lease agreement.
5. Loss of use as the result of damages.
6. Early termination fees, costs or losses.
7. Vacancy period for lease-up or complying with criteria in this Agreement.
8. Attorney’s Fees.
9. The Program Administrator will verify and process all unpaid rent, damage and eligible cost claims. The Program Administrator will make the final determination as to whether a particular cost claim will be approved for reimbursement.
10. Landlord has the right to appeal any denied claims. The appeal must be submitted in writing to the Program Administrator within 7 days of denial. The appeal will be reviewed by an impartial panel who will make a final, binding decision. The Landlord relinquishes their right to seek remedy in court on the matter.
11. In order to be eligible to recover funds for damages, Landlord must have notified the Program Administrator of an event or condition which may give rise to a damage claim, unpaid rent claim or other claim for eligible costs in order for the Program Administrator and other relevant parties to intervene to attempt to prevent or limit damage. Landlord must also verify that any claim for unpaid rent or damage exceeds any security deposit held and provide the Program Administrator with all documents accounting for any security deposit withholding.
12. If damage or loss occurred despite intervention, or there was no opportunity for intervention, Landlord must notify the Program Administrator within thirty (30) days of the lease termination date.
13. If Landlord seeks to make a claim during the tenancy, Landlord must work with Program Administrator to determine if the basis upon which the termination of the tenancy is sought may be rectified. The timing of an acceptance of a claim during the tenancy will be in the sole discretion of the Program Administrator, depending on the circumstances that give rise to the claim. Landlord does not need to obtain a judgment for money damages against the tenant in order to place a claim against the Mitigation Fund.
14. Landlord must complete and submit a Claim Form, available on online, to Program Administrator by email at [msmith@kthomelessalliance.org](mailto:msmith@kthomelessalliance.org).
15. In order for a claim to be processed, Landlord must submit appropriate documentation to support the claim, including, but not limited to:
16. Move-in/Out Condition Report (required if requesting reimbursement for damages).
17. Receipts or invoices for any repairs (required if requesting reimbursement for damages and invoices must show proof of payment).
18. Written Accounting Statement reflecting tenant-owed expenses.
19. Documentation of non-payment of rent (72-hour notices, tenant ledger, etc.).
20. Invoice for any eviction related court costs (invoice must show proof of payment).
21. If the damages include replacement of an item that has a depreciable basis, the maximum claim would be reduced by the depreciation using the average life as identified by the National Association of Certified Home Inspectors.

Example:

If the carpet is 3 years old and its useful life is 8 years, 3/8 = .375 is the depreciable basis. If the total replacement cost is $2,500 x .375 (depreciable basis) = $937.50 depreciation.

$2,500 (replacement cost) - $937.50 (depreciable basis) = $1,562.50 (maximum claim).

1. Program Administrator will verify the claim and may request additional documents to support the claim. Landlord must submit additional documents within 14 business days. Program Administrator reserves the right to perform an inspection of the unit. Inaccurate or falsified information will be grounds for denial of a Mitigation Fund claim.
2. The Mitigation Fund will not reimburse for tools needed to repair damages, Landlord's personal time to repair damages or other activities related to the claim, items allegedly stolen, or damages not represented in the move-in/out condition report.
3. Program Administrator will facilitate the issuance of approved claims for payment to the Landlord within 30 days.
4. **Termination of this Agreement**

This Partnership Agreement may be terminated or suspended by either the Landlord or Program Administrator upon the intentional or negligent noncompliance by the other party with any of the listed expectations. Termination shall be effected by written notice from one party to the other, and shall be effective immediately upon notice, or at a later date specified in the notice. This Agreement also may be terminated with good cause by either party upon 30 days written notice to the other party.

This agreement applies to all clients referred by Program Administrator and/or Participating Agencies as part of the Mitigation Fund Project to housing owned and operated by \_\_\_\_\_\_\_\_ until the Partnership Agreement has been terminated.

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| Landlord: |  | Kings/Tulare Homeless Alliance |
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| By: |  | By: Machael Smith, Executive Director |

1. Items in Section VIII 1.a and 1.b are not allowable reimbursements for master leasing projects since these expenses can be incurred by the Participating agency through their grant funds. [↑](#footnote-ref-1)