**DCMH RAP Occupancy Agreement**

**Subrecipient Name** is pleased to provide you, the participant with the following participant agreement. Please review with your **Subrecipient Name** case manager and make sure you understand the terms. Prior to enrollment in the DCMH Rental Assistance Program (RAP), you must review and sign this Agreement which outlines the program’s guidelines, expectations, and procedures. Because your signature or initial means that you agree and understand the terms of this Agreement, it is important that you review this Agreement carefully before you sign it.

The parties of this agreement, **Subrecipient Name** and the participant agree to the following:

Time Frame of this sublease: From:\_\_\_\_\_\_\_ To:\_\_\_\_\_\_\_\_\_

Parties to this Agreement:

**SUBRECIPIENT:** **PARTICIPANT:**

NAME: NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Other Approved Members of Participant Household**

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_

RELATIONSHIP TO PRIMARY PARTICIPANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_

RELATIONSHIP TO PRIMARY PARTICIPANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ AGE: \_\_

RELATIONSHIP TO PRIMARY PARTICIPANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_

RELATIONSHIP TO PRIMARY PARTICIPANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_

RELATIONSHIP TO PRIMARY PARTICIPANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_

RELATIONSHIP TO PRIMARY PARTICIPANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_

RELATIONSHIP TO PRIMARY PARTICIPANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_

**Program Guidelines:**

**Subrecipient Name** participates in a supported housing program initiated by The Department of Housing and Urban Development (HUD) and the Westchester County Department of Community Mental Health (DCMH) to serve eligible individuals who have disabilities and are experiencing homelessness . The Apartment is leased by **Subrecipient Name** from an independent landlord in the community only for participants in the DCMH RAP project. As a participant in the DCMH RAP project, you will be authorized by **Subrecipient Name** to occupy and use the Apartment to live in.

\_\_\_\_\_\_\_\_\_

**Income/Resident Rent:**

Pursuant to HUD regulation the **Subrecipient Name** must assess the income of the participant and any other household members to determine the amount of the Resident Rent contribution that must be paid. Additionally, **Subrecipient Name** must re-assess the participant’s and any other household member’s income at least annually and make any adjustments to the participant’s Resident Rent contribution as necessary. Participant must provide **Subrecipient Name** with documentation within 10 days, any time there is a change in participant household income (including any household members). Failure to notify **Subrecipient Name** of a change in the household financial circumstance will incur a repayment of all back program monies due.

\_\_\_\_\_\_\_\_\_

Participant is responsible to pay to **Subrecipient Name** Thirty Percent (30%) of the adjusted monthly household income as a Resident Rent contribution. The current Resident Rent contribution for this apartment is on your **most recent Resident Rent contribution** calculation sheet. This amount will change as your income changes. Effective on the day of admission, participant will pay their Resident Rent contribution no later than the \_\_\_\_\_\_\_\_ day of each month. If admission occurs after the first (1st) of the month, for the period from participant’s move-in date, \_\_\_\_\_\_\_\_\_\_\_, through the end of the month, participant will pay to the **Subrecipient Name** a prorated monthly rent as listed on your calculation sheet. This amount will be paid on or before the date the participant moves in. The Resident Rent contribution should be paid to **Subrecipient Name**, **Subrecipient address.** When the Resident Rent contribution is paid, the participant keeps their receipt or money order stub as proof of payment.

The participant is responsible for payment of all debts incurred while in the DCMH RAP project. This includes the Resident Rent contribution discussed above as well as telephone bills, cable bills and/or any other utilities required by the household.

\_\_\_\_\_\_\_\_

The participant is responsible for the following utilities, which are not included in the lease and will not be paid by **Subrecipient Name** using program funds:

Electricity

Heat

Cooking Gas/Electric

Water

Hot Water

Trash Collection

Sewer

Resident Rent contribution owed will be adjusted by a utility allowance for the above indicated utilities.

\_\_\_\_\_\_\_\_

**Supportive Services:**

The participant is strongly encouraged to utilize those supportive services necessary to make independent living feasible. The participant will work with his/her case manager to develop a mutually agreed upon supportive services plan.

1. Participant is encouraged to work on achieving the goals that are agreed upon and to participate in all supportive services indicated in their Service Plan. A participant’s involvement in relevant treatment programs of their choice is essential to housing stability. Participant’s behaviors resulting from non-participation in treatment programs may jeopardize their apartment and possibly lead to termination from the project. \_\_\_\_\_\_\_
2. Participant is encouraged to meet with the assigned Case Manager/Counselor at least monthly at a mutually agreeable time. \_\_\_\_\_\_\_\_
3. Participant is encouraged to sign all appropriate release forms, as needed. \_\_\_\_\_\_\_\_\_

**Landlord/Apartment Guidelines:**

The Housing Program policies and practices adopted and followed by staff of **Subrecipient Name** will conform to applicable laws, will recognize all participant’s individual dignity and will respect privacy in a manner consistent with the common interest of all others in the Apartment complex. Participant must agree to abide by the DCMH RAP Program Agreement conditions as stipulated. By signing/initialing, participant is demonstrating that they are in agreement and understanding of the terms stipulated as well as those listed below:

1. The apartment is only to be used as a residence for approved participant(s) in the **Subrecipient Name** DCMH RAP project and not a place of business. Participant is not allowed to SIGN OVER the lease to someone else, GIVE the unit to someone else or charge someone else rent to reside in the unit. \_\_\_\_\_\_\_\_\_
2. Participant must maintain all safety equipment in the apartment, including smoke detectors, and Carbon Monoxide Detectors which must remain in the same location at all times. Participant shall not tamper with any safety device. \_\_\_\_\_\_\_
3. Participant is not allowed to use the oven or stove to heat the apartment. \_\_\_\_\_\_\_\_
4. Participant must provide adequate care and supervision of children who are not allowed to sit on window ledges or fire escapes. Participants are to use window locks properly to ensure family safety. \_\_\_\_\_\_\_\_\_
5. Participant and/or guests are not allowed to hang out in front of the building or loiter inside or outside the building. \_\_\_\_\_\_\_\_\_\_
6. Participant is not allowed to buzz anyone into building without knowing who they are.\_\_\_\_\_\_\_\_
7. Participant must dispose of garbage properly. The entrance, hallway, and stairway areas must not be blocked in any way or used for purposes other than entering and exiting from the apartment building. \_\_\_\_\_\_\_\_\_
8. Participant is not allowed to have any pets in the apartment without written consent from Program Staff. \_\_\_\_\_\_\_\_\_
9. Participant is not allowed to have a washing machine or dryer in the apartment. \_\_\_\_\_\_\_\_
10. Participant is responsible for maintaining a CLEAN unit. \_\_\_\_\_\_\_\_\_
11. Participant is not allowed to give keys to anyone unless authorized by program staff.\_\_\_\_\_\_\_\_
12. Damages to the unit/building incurred by the household or guests are the responsibility of the participant and may jeopardize participant’s residency in the DCMH RAP project. \_\_\_\_\_\_\_\_\_
13. Any illegal activity will result in participant being terminated from the DCMH RAP project. Further, any threatening, aggressive, assaultive, dangerous or illegal conduct of participant or guest may also result in termination of residency. \_\_\_\_\_\_\_\_
14. Participant must be available for monthly Home Visits by agency staff. ­\_\_\_\_\_\_\_\_
15. Because the Program holds the lease, the landlord and the **Subrecipient Name** hold keys to the apartment and all interior doors. Program staff may have to utilize these keys after consulting with the participant or in the case of emergency or special circumstances. If the participant finds it necessary to install additional locks on any of the apartment doors, the participant must notify the **Subrecipient Name** Case Manager 48 hours in advance of intention to do so and provide copies of keys to **Subrecipient Name** 48 hours after installation. \_\_\_\_\_\_\_\_\_\_
16. **Subrecipient Name** may enter the apartment during reasonable hours following advance notice, or by a participant’s request. **Subrecipient Name** Case Manager is permitted to inspect my apartment and will provide me with feedback regarding inspection results. \_\_\_\_\_\_
17. After vacating the apartment, it must be returned to the same condition, except for normal wear and tear as it was during the initial agreement. \_\_\_\_\_\_\_
18. If Participant decides to exit the program 30 day notice must be given to **Subrecipient Name** staff. \_\_\_\_\_\_
19. Participant has 14 days after exiting the program to remove their belongings before they will be discarded. \_\_\_\_\_\_\_\_\_
20. Participant must notify **Subrecipient Name** staff of ALL EMERGENCIES and PROBLEMS affecting health and safety of program participants and building residents immediately. \_\_\_\_\_\_\_\_\_\_\_
21. **Subrecipient Name** is not obligated to perform landlord duties like building maintenance, repair, and the like. If the property owner fails to perform those duties, the participant must contact **Subrecipient Name** Staff who will reach out to the landlord to address the concern. (24 hour # \_\_\_\_-\_\_\_\_-\_\_\_\_\_\_)
22. Participant is not to reach out directly to the Landlord/owner for any reason, or make any agreement with the Landlord or his/her representative about the use or occupancy of the Apartment. Participants are not to make any agreements or payments to the Landlord but should instead communicate all issues to their **Subrecipient Name** Case Manager. \_\_\_\_\_\_\_\_.

**Termination Policy is based on HUD regulations:**

1. If the participant violates one or more term(s) and/or the criteria for occupancy **Subrecipient Name** will notify the participant in person and in writing indicating the area of non-compliance and provide the participant ten (10) days to correct the problem.
2. **Subrecipient Name** will make every attempt to avoid termination, including providing and/or securing additional supports to assist the participant.
3. If the participant does not respond and/or the corrections have not been made by the specified time frame and a decision is made to terminate; a written notice, from **Subrecipient Name**, containing a clear statement of the reasons for termination (30 day notice) will be sent via certified mail.

This written notice will inform the participant of their right to a administrative review as described below following HUD regulation 24 CFR 578.91. The notice will include instructions on how to obtain an administrative review **Subrecipient Name** organization, including a specified contact person and timeframe.

1. Administrative review meetings will be scheduled within two weeks of the participant’s request, if at all possible. The meeting will be a review of the decision to terminate, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the initial termination decision. An attendance sheet and minutes will be kept.
2. The facilitator of the administrative review meeting will provide prompt written notice of the final decision to the participant. The results must be sent to the participant via certified mail. The attendance sheet, minutes, and the final notice are filed in a binder categorized by month for review at **Subrecipient Name**’s next Annual Monitoring Site Visit.
3. In the event that the discharge becomes final and the participant fails or refuses to leave the premises, **Subrecipient Name** may choose to commence legal proceedings to evict the participant.

\_\_\_\_\_\_\_\_\_\_

**The following are grounds for termination from the DCMH RAP project**

1. Failure to allow access for the annual Housing Quality Standards (HQS) Inspections
2. Failure to provide income documentation at least annually or whenever a change in income has occurred.
3. Failure to meet with the case manager monthly and /or sign monthly recommitment documentation.
4. Subletting the apartment or allowing anyone to live in the apartment without prior authorization by **Subrecipient Name** staff.
5. Conducting any illegal activity in the apartment or on or about the property.
6. Threatening behavior or injury to staff or others.
7. Failure to pay Resident Rent contributions.
8. Failure to reside in the apartment for over 90 days.
9. Other violations of program rules as outlined in this agreement.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FORMS OF NOTICE:** (a)Notice to participant. Unless otherwise required in this lease or by law, any notice from Subrecipient to participant will be considered delivered if it (1) is in writing; (2) is signed by or in the name of the participant or participant’s agent; and (3) is addressed to participant at the apartment and delivered to participant personally or sent by regular mail to participant at the apartment. (b) Notice to the Subrecipient; Unless otherwise required in the lease or by law, tenant will give all required notices to Landlord in writing, delivered personally or sent by regular mail to landlord at the address noted on page one of this lease.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VIOLENCE, DATING VIOLENCE U.S. Department of Housing** OMB Approval No. 2502-0204

**OR STALKING**  **and Urban Development**

**SUBLEASE/OCCUPANCY AGREEMENT ADDENDUM**

**Violence Against Women and Justice Department Reauthorization Act of 2013**

|  |  |  |
| --- | --- | --- |
| PROJECT PARTICIPANT | HOUSING PROVIDER | UNIT ADDRESS |

This addendum adds the following paragraphs to the Sublease or Occupancy Agreement between the above referenced Project Participant and Housing Provider.

**Purpose of the Addendum**

The sublease or occupancy agreement for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Addendum is \_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_. This Addendum shall continue to be in effect until the Sublease or Occupancy Agreement is terminated.

**VAWA Protections**

1. The Housing Provider will comply with 24 CFR part 5 subpart L and may not consider incidents of domestic violence, dating violence or stalking targeting the Project Participant as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Housing Provider may not consider criminal activity directly relating to abuse, engaged in by a member of a Project Participant’s household or any guest or other person under the Project Participant’s control, cause for termination of assistance, tenancy, or occupancy rights if the Project Participant or an immediate member of the Project Participant’s family is the victim or threatened victim of that abuse.
3. The Housing Provider will provide VAWA Occupancy Rights Notice and Domestic Violence Certification forms (see attached) to the Project Participant with any notice of eviction or termination of assistance.
4. Confidentiality. Any information indicating the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be maintained in strict confidence by the Housing Provider.
5. The Program Participant is permitted to terminate the sublease, or occupancy agreement without penalty if the Housing Provider or Westchester Continuum of Care (CoC) determines that the Program Participant qualifies for an emergency transfer under the emergency transfer plan established by the Westchester CoC.
6. Nothing in this section limits any available authority of the Housing Provider to evict or terminate assistance to a Project Participant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant.

\_\_\_\_\_\_\_\_\_

**Fair Housing**: **HUD  Logo** **Subrecipient Name** is governed by the Federal Fair Housing Act, which prohibits housing discrimination based on race, color, national origin, religion, sex, disability, and familial status, as well as state and local fair housing laws, which may add additional protections. In addition, as a HUD-funded housing provider, HUD regulations prohibit housing discrimination on the basis of sexual orientation or gender identity. If you believe you have experienced (or are about to experience) housing discrimination, you should contact HUD’s Office of Fair Housing and Equal Opportunity for help at 800-669-9777. You may also file a housing discrimination complaint on-line at [www.hud.gov/program\_offices/fair\_housing\_equal\_opp/online-complaint](http://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint). HUD will thoroughly review your allegation to determine if the claims you raise are jurisdictional under the Fair Housing Act.

\_\_\_\_\_\_\_\_\_

**Mandated Reporter Requirement:** If occupant is a parent of a child living in the community and there is any suspicion of child abuse or neglect regarding that child, staff is obligated by law to report this information to the Child Abuse and Maltreatment Registry.

If applicable staff will work with Westchester County DSS, the Homeless Student Educational Success Program *(ESP)*, and designated staff in local school districts to ensure that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.

\_\_\_\_\_\_\_\_\_