



HOME Tenant Based Rental Assistance

TBRA HOUSING ASSISTANCE PAYMENT CONTRACT (TBRA HAP)

LANDLORD NAME, ADDRESS AND TELEPHONE NUMBER	UNIT NUMBER AND ADDRESS	TENANT NAME

This TBRA HAP (“Contract”) is entered into between Georgia Department of Community Affairs (DCA), Office of Special Housing Initiatives, 60 Executive Park South, NE, Atlanta, Georgia, 30329-2231 and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit 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 or DCA 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.

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the United States or to any matter within its jurisdiction.

- C. The Landlord shall immediately notify DCA TRBA Office when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND TRA HAP

- 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 _____ days' notice to the Tenant and DCA, the Landlord may propose a reasonable adjustment to be effective no earlier than the 13th month of this Contract. The proposed rent may be rejected by either the Tenant or DCA. The Tenant may reject the proposed rent by providing the Landlord with 30 days' written notice of intent to vacate. If the DCA TBRA Program Director rejects the proposed rent, the TBRA Program Director 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 (DCA Fair Market Rent for the area)*)
- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by DCA, the Tenant's monthly share of the rent shall be \$ _____.
- D. *HOME TBRA Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by DCA, DCA's monthly share of the rent shall be \$ _____. Neither DCA nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Landlord against the Tenant. DCA'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.

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- F. *Overpayments.* If DCA determines that the Landlord is not entitled to any payments received, in addition to other remedies, DCA may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other HOME TBRA Coupon Contract.

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. DCA 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 DCA determines that the Landlord is not meeting these obligations, the TBRA Program Director shall have the right, even if the Tenant continues in occupancy to terminate payment of DCA'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 DCA in writing when eviction proceedings are begun. This may be done by providing DCA 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 age, race, color, creed, religion, sex, handicap, national origin or familial 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 DCA, 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 Quality Opportunity Compliance Reviews.* The Landlord shall comply with DCA and with HUD in conducting compliance reviews 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. DCA AND HUD ACCESS TO LANDLORD RECORDS

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- A. The Landlord shall provide any information pertinent to this Contract which DCA or HUD may reasonably require.
- B. The Landlord shall permit DCA 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 DCA 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. DCA's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments and termination of the Contract. If DCA determines that a breach has occurred, DCA may exercise any of its rights or remedies under the Contract. DCA shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by DCA to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by DCA in accordance with this Contract shall be effective as provided in a written notice by DCA to the Landlord. DCA'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. DCA'S RELATION TO THIRD PARTIES

- A. DCA 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 DCA and this Contract does not create or affect any relationship between DCA 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 DCA or HUD) to enforce any provision of this Contract or to assess any claim against HUD, DCA or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

No employee of DCA 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 DCA. DCA shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to DCA) 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 DCA. No changes in this Contract shall be made except in writing signed by both the Landlord and DCA.
- 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 (HQS), 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.

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Landlord Name (Print)	Landlord Signature and Date
DCA Representative (Print)	DCA Signature and Date
Tenant Name (Print)	Tenant Signature and Date

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#

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