

BRAZOS COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM – LANDLORD FORM AND CERTIFICATION

Administrator: _____

Tenant Name: _____

Address: _____ **City:** _____ **Zip Code:** _____

Monthly Contract Rent: _____ **Period of Lease:** _____ **to** _____ **Number of Bedrooms:** _____

Was the unit's rent income restricted by HUD, USDA or TDHCA?: Yes No

If yes, was an income certification performed on the unit on or after March 13, 2020? Yes* No

Months of Arrears Requested (e.g., April, May, June): _____

Total Amount of Arrears Being Requested: _____

Court Case # (Docket #): _____ **Justice of the Peace (J.P.):** _____ **Precinct #** _____

Owner Name: _____

Landlord Name (if different from Owner): _____ **Landlord Contact Name:** _____

Landlord Agent's Name (if different from Owner or Landlord Contact): _____

Landlord/Agent's email: _____

Landlord/Agent Address: _____ **Landlord/Agent Phone:** _____

* If yes, attach the Household Income Certification.

By signing below, Landlord certifies that:

1. The Tenant named above is one of the Tenants that has occupied the Unit identified above and for which assistance is being requested.
2. Landlord understands that this program requires participation from both the Landlord and a Tenant and if none of the Tenants of the Unit elect to do so, no assistance will be provided.
3. Landlord is not requesting assistance for any month of assistance prior to March 13, 2020.
4. Landlord must accept payment from Administrator via direct deposit, to an insured account at a financial institution within the United States, unless otherwise agreed to by Administrator.
5. That the Unit listed above is not receiving any other form of government assistance for the same months of rent for which this assistance is requested, including tenant-based voucher assistance and project-based assistance, and the Unit is not public housing.
6. That the Property is not owned by a Unit of Local Government or public agency, including but not limited to a City, County, State, Public Housing Authority, Council of Governments Housing Finance Agency, or Local Mental Health Authority or that if it is owned by such entity the name of such entity is noted here: _____
7. Landlord will not seek to obtain other assistance for the same Unit listed above and for the same months of rent or rental arrears covered by this assistance, that to the extent any such assistance is received, a repayment of this assistance will be repaid to the Administrator within 10 calendar days.
8. Landlord has not previously received, nor (provided Landlord actually receives rental assistance under this program) will apply to receive, rental assistance funded with any Federal or State funds for the same months for this Unit occupied by this Tenant or for any other Unit for this Tenant.
9. That Landlord has attached a copy of the Tenant's lease to this form. Tenant named above and rent amount are true and accurate, and that I have attached proof of Unit ownership or ability to sublease, and payment from or benefiting Tenant dated on or after February 1, 2020.

10. That if the written lease or oral agreement is expired or will expire during period covered by this assistance, Landlord will enter into a new written lease or extend the current lease with Tenant for a monthly payment amount no greater than the monthly amount for the expired or expiring lease or agreement, for a time period at least equal to the period covered by the rent assistance. The new lease may not increase or impose other fees or charges not allowed under the current lease or oral agreement with the tenant, including but not limited to pet rent or trash pick-up. The Landlord may continue to charge all costs, expenses, and fees including but not limited to utility charges if allowed under the original lease.
11. That if there is any portion of the rent or rental arrears that is to be paid by the Tenant or on behalf of the Tenant (Tenant Payment), Landlord confirms receipt of such payment or forgiveness for the portion of rent or rental arrears. If required by the Administrator, prior to the Administrator making an assistance payment to the Landlord, the Landlord will confirm such receipt of payment or forgiveness of the portion of rent or rental arrears.
12. That late fees and penalties for nonpayment of rent (may not exceed 12%), or any other costs up until the expiration of the time period covered by the rental assistance actually received by Landlord for the above-named Tenant have been or will be discharged upon payment from Administrator.
13. That the Landlord hereby releases the tenant from payment liability for any rent for the time period covered by the assistance actually received by the Landlord, as well as any fees related to that rent. The Landlord will not evict the tenant for any reason that predates the acceptance of the funds or for any reason related to rent or fees during the time period covered by the funds and will not evict the Tenant for a nonmonetary default during the time period covered by the rental assistance actually received, except for actions or breaches of the lease that are related to criminal activity, property damage or physical harm to others. Nothing in this certification shall waive a Landlord's right to file an eviction based on a nonmonetary default that occurs after the expiration of the time period covered by the rental assistance actually received.
14. Landlord acknowledges that all information collected, assembled, or maintained by Administrator pertaining to this Contract, except records made confidential by law or court order, are subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
15. Landlord shall provide the U.S. Department of Health and Human Services or U.S. Department of Housing and Urban Development, as applicable based on the funding source of the assistance, the U.S. Inspector General, the U.S. General Accounting Office, the Texas Comptroller, the Texas State Auditor's Office, the Office of Court Administration and the Texas Department of Housing and Community Affairs, or any of their duly authorized representatives, access to and the right to examine and copy records related to a payment made as a result of this certification.
16. That if the Owner is a different legal entity than the Landlord, that Landlord or Landlord's Agent certifies it has the legal authority to enter into this agreement, and that if an Agent is executing this form that documentation of agency is attached.
17. That the information provided is true, accurate, and complete, and if requested, Landlord is able to provide further documentation to support any representations.
18. Notwithstanding anything to the contrary in this certification, the Landlord shall have the right to terminate participation in the program at any time prior to receiving assistance.

Warning: Title 18, Section 1001 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency in the United States as to any matter within its jurisdiction.

Signature of Owner, Landlord or Agent

Date

