

HOUSING RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS	UNIT NO. & ADDRESS	TENANT NAME
XX PO Box XX Wichita, KS 67213	Wichita, KS 67213	
SPC ADMINISTRATOR Sedgwick County Division of Health and Human Services	MAILING ADDRESS SPC Program 402 E. 2 nd , Ste. B Wichita, KS 67202 Ph (316) 660-7727	CONTRACT DATE: October 1, 2013

This Shelter Plus Care (SPC) Housing Rental Assistance Contract ("Contract") is entered into between Sedgwick County, Division of Health and Human Services, hereinafter referred to as "County" and **XX**, herein identified as "Landlord". This Contract applies only to the Tenant household and the contract unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on **XXX** and continue through **XXX** and shall continue thereafter until terminated by either party by giving at least 30 days written notice to the other party. The termination shall be effective no earlier than the 1st day of the next month following the 30-day notice period. Either party may, in addition to such other remedies as it may have at law, terminate this agreement without notice on account of the breach of or default of the terms hereof, or any of them, by the other.

2. SECURITY DEPOSIT

A. The Tenant shall pay a security deposit to the Landlord in the amount of **\$XXX**. The Landlord will hold the security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on 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, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant and County a written list of all items charges 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.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND COUNTY

A. *Rent*. The total monthly rent payable to the Landlord is **\$XXX** per month.

B. *Tenant's Share of the Rent*. Initially, and until such time as both Landlord and the Tenant are notified by the County, the Tenant's share of the rent shall be **\$XXX**.

C. *SPC Program Share of the Rent*. Initially, and until such time as both the Landlord and Tenant are notified by the County, the County's share of the rent shall be **\$XXX**.

Neither the Division of Health and Human Services nor Sedgwick County assumes any obligation for the Tenant's share of the rent, or payment of any claim by the Landlord against the Tenant. The County's obligation is limited to making rental payments on behalf of the Tenant in accordance with this contract.

D. 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.

E. Overpayments. If the County determines that the Landlord is not entitled to any payments received, in addition to other remedies, the County may deduct the amount of the overpayment from any accounts due to the Landlord, including the amounts due under any other Housing Rental Assistance Contract. Furthermore, Landlord agrees and understands this is a federally funded program and all improper or fraudulent requests for payments for rents, deposits and/or utilities are subject to penalty as provided by law. Landlord agrees to provide any requested payment documentation as requested by County or Tenant to substantiate any and all payments and receipts.

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 582.305 including all of the services, maintenance and utilities agreed to in the Lease.
- B. The County 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 the County determines that the Landlord is not meeting these obligations, the County shall have the right, even if the Tenant continues in occupancy, to terminate payment of the County's share of the rent and/or terminate the Contract.
- D. If lead based paint stabilization and/or lead based paint abatement are required in pre-1978 built structures, the work will be provided at the Landlord's expense. Safe work practices and lead based paint abatement trained staff will be utilized. This requirement applies only for units where children under age 6 and pregnant women reside. Landlord agrees to allow the County to inspect and test the dwelling for presence of lead paint.
- E. The Landlord is solely responsible for screening the Tenant's suitability for Tenancy.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant and County written notice of the termination and notify the County in writing when eviction proceedings are begun. This may be done by providing the County with a copy of the required notice to the tenant.

6. OBLIGATION OF LANDLORD

- A. The Landlord shall:
 - 1. Allow the County to inspect the contract unit at reasonable times and after reasonable notice to Tenant.
 - 2. Notify the County before Tenant vacates the contract unit when Landlord has been so notified by Tenant
 - 3. Use the contract unit solely for residence by the Tenant, and as the Tenant's principal place of residence.
 - 4. Send all notices by regular mail to the SPC Program Administrator at the address on page 1.
 - 5. Immediately notify the County when the tenant has moved from the contract unit.
- B. The Landlord shall not:
 - 1. Rent to Tenant any dwelling unit, which the Tenant owns or in which Tenant may have any financial interest (other than in manufactured home assisted under 24 CFR Part 582, Subpart F.).
 - 2. Commit any fraud in connection with the SPC Program or Housing Rental Assistance Contract.
 - 3. Sublease or assign the Lease or transfer the unit.
 - 4. Engage in any criminal activity, as defined by applicable federal, state, and local laws.

7. OBLIGATION OF COUNTY

- A. To pay the stated portion of the tenant's rent in accordance with the lease unless the tenant has vacated the premises or has otherwise been found to be ineligible for participation in the SPC program.
- B. To provide the Landlord thirty (30) days written notice prior to stopping rental subsidy payments on behalf of the tenant when the tenant/participant is terminated from the SPC Program.
- C. Shall not pay a housing assistance payment to the Landlord for any month after the month when the tenant vacates the unit.

8. LANDLORD AND COUNTY AGREE

- A. The County may terminate this Housing Rental Assistance Contract at any time if the County determines that available program funding is not sufficient to support continued assistance for families in the program.
- B. The SPC Program requires participants to actively participate in support services agreements which may require various forms of care and/or support services.

Failure to meet the terms of a support services agreement may be grounds for termination of rental assistance from the County.

C. Rental Assistance payments on behalf of the participant/tenant may be terminated by County if the participant, family, or guests engage in drug related criminal activity, violent criminal activity, and violation of probation or parole all as defined by applicable Federal, State, and local laws.

D. This Contract will automatically terminate if the landlord terminates the lease or tenant moves from the unit.

E. During the Contract term, the rent to Landlord may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the County in accordance with HUD requirements. The County may re-determine the reasonable rent at any time. The County must determine whether the rent to Landlord is reasonable in comparison to rent for other comparable unassisted units. During the Contract term, the rent to Landlord may not exceed rent charged by the Landlord for comparable units in the premises. The Landlord must give the County any information requested by the County on rents charged by the Landlord for other units in the premises or elsewhere.

F. The County is only responsible for making rental assistance payments on behalf of the participant/tenant to the extent of the participant/tenant eligibility for the SPC Program and in accordance with this Contract and HUD requirements..

G. The Landlord (including a principal or other interested party) shall not be the parent, child, grandparent, grandchild, sister, or brother of any member of the Tenant household, unless the County has approved and notified the Landlord and the family in writing, of such determination that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodations for a family member who is a person with disabilities.

H. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

9. TERMINATION OF ASSISTANCE

In accordance with 24 CFR 582.320 the County may terminate housing assistance for a violation of program requirements or conditions of occupancy. A notice to terminate or quit leasing from a Tenant may be relied on by the County as a stop date for providing Rental Assistance Payments, any holdover by Tenant beyond the quit date shall be a matter solely between the Tenant and Landlord. The County shall not be responsible to provide any rental assistance payments beyond the lease termination or quit date. The Landlord agrees and understands that if there are not sufficient funds appropriated or available for County to continue the function performed in this contract, County may terminate this contract with a (30) day notice.

10. 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, Sedgwick County, Division of Health and Human Services, and the Program Administrator, any of which shall be entitled to involve 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 cooperate with the Division of Health and Human Services in conducting compliance reviews and compliant investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

11. COUNTY AND HUD ACCESS TO LANDLORD RECORDS

A. The Landlord shall provide any information pertinent to this Contract, which Sedgwick County Division of Health and Human Services may reasonably require.

B. The Landlord shall permit Sedgwick County Division of Health and Human Services, 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.

12. RIGHTS OF COUNTY 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 the 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 any Federal housing assistance program.

B. The County's right and remedies under the Contract include recovery of overpayments, termination of/or reduction of payments, and termination of the Contract. If the County determines that a breach has occurred, the County may exercise any of its rights or remedies under the Contract. The County shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the County to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.

C. Any remedies employed by the County in accordance with this Contract shall be effective as provided in a written notice by the County to the Landlord. The County'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.

13. COUNTY'S RELATION TO THIRD PARTIES

A. The County 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 the County and this Contract does not create or affect any relationship between the County 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 to enforce any provision of this Contract or to assess any claim against Sedgwick County, or the Landlord under this Contract.

14. CONFLICT OF INTEREST PROVISIONS

No employee of the County, or family member of a County employee, who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercises functions or responsibilities with respect to the SPC program shall have any direct or indirect interest during their 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.

15. TRANSFER OF THE CONTRACT

The Landlord shall not transfer or assign this Contract without the prior written consent of the County. The County shall give its consent to a transfer or if assignment the transferee or assignee agrees in writing in a form acceptable to the County, to comply with all terms and conditions of this Contract.

16. ENTIRE AGREEMENT: INTERPRETATION

A. This Contract contains the entire agreement between the Landlord and the County. No changes in this Contract shall be made except in writing signed by both the Landlord and County.

B. This Contract shall be interpreted and implemented in accordance with HUD requirements.

17. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

A. The Landlord warrants the Contract unit is in decent, safe, and sanitary condition as defined by current HUD guidelines, state and federal laws and is in compliance with Americans with Disabilities Act regulations, and that the Landlord has the legal right to lease the contract unit during the Contract term.

B. Any person 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.

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 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 tax I.D. number is; NO. **XXXX** LANDLORD'S CHECK TO BE MAILED TO: **XX**
PO Box XX, Wichita, KS 67213 NAME (S) ATTN: Property Manager

SEDGWICK COUNTY, KANSAS

BY _____
Commission Chair Date

ATTEST:

County Clerk Date

LANDLORD:

BY _____
Signature

Print Name

Title