



TENANT REQUIRED DOCUMENTATION PACKET

Please return documents to the following email:

LaRentHelpMyDocs@lhc.la.gov

Insert your name and application number in the subject box.

Or

Louisiana Housing Corporation
Louisiana Emergency Rental Assistance Program
2415 Quail Drive
Baton Rouge, LA 70808

Or

Return documents to the following fax number:

(225) 763-8705

Please include your name and application number on a cover page.

Louisiana Emergency Rental Assistance Program

Required Documentation Checklist

	DOCUMENT	COMPLETED BY
Part 1: Eligibility & Benefits Determination		
	1. Program Application	Tenant
	2. Authorization for Release of Information	Tenant
	3. Louisiana Services Network Data Consortium Release of Information	Tenant
	4. Annual Income Self Certification	Tenant
	5. Disclosure of Identity of Interest	Tenant
	6. Request for Unit Approval	Tenant and Landlord
	7. Lease*	Tenant and Landlord
	8. Lease Addendum	Tenant and Landlord
	9. Participation Agreement	Tenant
	10. Rental Assistance Voucher	LHC and Tenant
Part 2: Rental Assistance Confirmation		
	11. Owners Breach of Rental Assistance Contract	Landlord
	12. Rental Assistance Contract	Landlord
	13. W9	Landlord
	14. Direct Deposit	Landlord
	15. <i>HQS Inspection (Owner's Self Certification or Waiver)</i>	LHC
	16. <i>Rent Reasonableness Certification (waived) (HUD-Issued HOME TBRA Suspension & Waiver Memorandum)</i>	LHC

NOTE: Lease agreement will be provided by Landlord and signed by Tenant.

Louisiana Emergency Rental Assistance Program Application

SECTION I: APPLICATION INFORMATION

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

DOB: _____ Age: _____ Gender: ☐ Male ☐ Female

Email Address: _____

Preferred Contact Method: ☐ Phone ☐ Email**Race:**

☐ White	☐ Black or African American	☐ American Indian/Alaskan Native
☐ Asian	☐ Asian and White	☐ Native Hawaiian/Other Pacific Islander
☐ American Indian/Alaskan Native and White	☐ Black/African American and White	☐ Other: _____
☐ American Indian/Alaskan Native and Black		

Ethnicity: Hispanic: ☐ Yes ☐ NoVeteran Status (If yes, please explain) ☐ Yes ☐ No

CASE MANAGEMENT Contact Information

Case Manager: _____ Phone Number: _____

Emergency Contact Information

Please provide two (2) alternative contacts in the event we are unable to reach you.

Name: _____ Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Mobile Phone: _____

Email: _____

Name: _____ Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Mobile Phone: _____

Email: _____

SECTION II: HOUSEHOLD COMPOSITION

Is applicant seeking housing for additional family members? ☐ Yes ☐ No

If Yes, how many in family/household? _____

Please provide the following information for each person in the household, including the head of household.

NAME	SOCIAL SECURITY NUMBER	DOB	AGE	SEX	RELATIONSHIP

SECTION III: HOUSING**Current Living Situation:**

Please note where the applicant has been sleeping in the week prior to referral:

- | | |
|---|--|
| ☐ Non-housing (street, park, car, bus station, etc.) | ☐ *Psychiatric facility |
| ☐ Emergency shelter | ☐ *Substance abuse treatment facility |
| ☐ *Transitional housing for homeless persons | ☐ *Jail/prison |
| ☐ *Hospital | ☐ Other, specify: _____ |

Explain Living Situation:

Depending upon your current housing circumstances, you may qualify for a preference under this program.

Please review the housing situations listed below and check any boxes that describe your personal situation.

(This information is voluntary and will not impact your overall eligibility.)

Homeless: ☐ Yes ☐ No **Elderly:** ☐ Yes ☐ No **Disabled:** ☐ Yes ☐ No

Accessibility: Does a member of your household require the special design features of a particular unit?

(ex. wheelchair access or access for person who is hearing or vision impaired) ☐ Yes ☐ No

Please explain:

SECTION IV: INCOME

Please list the amount of income received for each Household Member.

Note: Income verification **must** be attached.

Source	Who Receives	Amount	How Often
Supplemental Security Income (SSI)			
Social Security Disability Income (SSDI)			
Social Security			
Temporary Aid to Needy Families (TANF)			
Child Support			
Veteran's Benefit			
Employment Income (Please list information below)			
Unemployment Benefits			
Pension			
Food Stamps			
Other (please specify source)			
Total Monthly Income			

Employment Information

Place of Employment: _____

Address: _____

Phone Number: _____ Supervisor: _____

Rate of Pay: _____ Hours per Week: _____ Frequency: _____

Tips/Commission? ☐ Yes ☐ No If yes, how much? _____ How often? _____

Overtime? ☐ Yes ☐ No If yes, how often? _____

SECTION V: ASSETS

Household Asset Information

Please provide two (2) alternative contacts in the event we are unable to reach you.

Has anyone in the household given away anything of value within the last two years?

(if a home was released due to foreclosure, bankruptcy or divorce, answer no) ☐ Yes ☐ No

If yes, who? _____

Provide explanation (including the type of asset, estimated value of asset, amount disposed for, and date of disposal):

Has anyone in the household owned a home in the last two years? ☐ Yes ☐ No

If yes, who? _____

Do they currently own it? ☐ Yes ☐ No

If No, when was it disposed of? _____

If Yes, is it being rented? ☐ Yes ☐ No

Is it sitting vacant? ☐ Yes ☐ No

Is it in the process of being sold? ☐ Yes ☐ No

REFERRAL SOURCE INFORMATION

Staff Name: _____ Agency: _____

Phone Number: _____ Email: _____

CERTIFICATION

Privacy Act Statement: The information on this form is being collected on behalf of the Department of Housing and Urban Development (HUD) to help determine an applicant's eligibility. It will be used to provide the basis for managing the program covered by this form, for protecting the Government's financial interest and for verifying the accuracy of the information furnished.

Penalty for false or fraudulent statements: U.S.C. Title 18, Sec 1001, provides that "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Applicant(s) Statement: I/we understand that false statements or information are punishable under federal law.

Applicant Signature_____
Date

Louisiana Emergency Rental Assistance Program

Authorization for Release of Information

READ FIRST: Before you decide whether or not to let **Louisiana Housing Corporation** share some of your confidential information with another agency or person, an advocate at **Louisiana Housing Corporation** will discuss with you all alternatives and any potential risks and benefits that could result from sharing your confidential information. If you decide you want **Louisiana Housing Corporation** to release some of your confidential information, you can use this form to choose what is shared, how it's shared, with whom, and for how long.

I understand that Louisiana Housing Corporation has an obligation to keep my personal information, identifying information, and my records confidential. I also understand that I can choose to allow Louisiana Housing Corporation to release some of my personal information to certain individuals or agencies.

I, _____, authorize Louisiana Housing Corporation to share the following specific information with:

Who I want to have my information:

Name: _____ Phone Number: _____

The information may be shared: ☐ in person ☐ by phone ☐ by fax ☐ by mail ☐ by e-mail
☐ I understand that electronic mail (e-mail) is not confidential and can be intercepted and read by other people.

What info about me will be shared:	Individual and income information required for the administration and provision of the Department of Justice Program rental subsidy
Why I want my info shared: (purpose)	Housing

Please Note: There is a risk that a limited release of information can potentially open up access by others to all of your confidential information held by Louisiana Housing Corporation.

I understand:

- ☐ That I do not have to sign a release form. I do not have to allow Louisiana Housing Corporation to share my information. Signing a release form is completely voluntary. That this release is limited to what I write above. If I would like Louisiana Housing Corporation to release information about me in the future, I will need to sign another written, time-limited release.
- ☐ That releasing information about me could give another agency or person information about my location and would confirm that I have been receiving services from Louisiana Housing Corporation.
- ☐ That releasing information about me could give another agency or person information about my location and would confirm that I have been receiving services from Louisiana Housing Corporation.

This release expires on (Date): _____

I understand that this release is valid when I sign it and that I may withdraw my consent to this release at any time either orally or in writing.

Signed: _____ Date: _____ Time: _____

Witness: _____

Reaffirmation and Extension (if additional time is necessary to meet the purpose of this release)

I confirm that this release is still valid, and I would like to extend the release until:

New Date: _____

New Time: _____

Signed: _____

Date: _____

Witness: _____

Louisiana Emergency Rental Assistance Program

Louisiana Services Network Data Consortium Release of Information

When you request or receive services from the **Louisiana Housing Corporation**, we collect information about you and your household and enter it into the computerized Louisiana Services Network Data Consortium (LSNDC) System. This program helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. LSNDC System is used by over one hundred social service agencies throughout the state that provide services to homeless and low-income persons. Collectively, data on the homeless population in Louisiana (but not personal identifying information) is used in statewide reports on homelessness.

What information is collected? Depending on your situation, you may be asked for some or all of the following:

- **Basic identifying information** (name, SSN, date of birth, gender, race, marital and family status, household relationships, phone numbers, military veteran status)
- **Housing information** (address, type of housing, homeless status, reason for homelessness)
- **Income information** (sources and amounts of household income, employment information, work skills)
- **Legal history/information** (US Citizenship, immigration status and sponsorship, arrest/conviction/parole records, domestic violence/sexual assault offender)
- **Medical information** (disability and general health status, pregnancy, immunizations, health care provider/physician, medical problems/allergies, hospitalizations, insurance, HIV/AIDS, Tuberculosis, dental 1yr)
- **Services** needed and provided; outcomes of services provided

Why should you agree to have your information shared with other agencies that use the LSNDC System?

By sharing your information with these agencies, you will help them:

- Identify other services or programs you may be eligible for,
- Better coordinate services for you and your household,
- More accurately count the number of homeless persons, services available and services needed,
- Show the people who fund homeless programs that the services are needed and
- Obtain other funding for programs that serve homeless persons.

CLIENT INFORMED CONSENT/RELEASE OF INFORMATION AUTHORIZATION

You have the option to restrict access to personal information that you are providing about yourself and your minor children. You may modify this consent with respect to the sharing of your information at any time.

Except for domestic violence, unaccompanied youth, physical health, mental health, substance abuse and HIV/AIDS status information, you have my consent to share all other information about me with other LSND C Partner Agencies unless specified otherwise below. These items require my signature on a separate form named Confidential Release.

- ☐ My information should **not** be shared with the following program/agencies:

- ☐ My information may **only** be shared with authorized personnel in the following program/agencies:

- ☐ Information about me may **only** be shared with authorized personnel within this agency.

My Rights:

- ☐ I may see and request a copy of any information used/disclosed (as permitted by federal or state law).
- ☐ I understand that I can refuse to sign this authorization and my refusal will not affect my ability to obtain services, payment of services, or my eligibility for benefits.
- ☐ I can cancel this authorization in writing, at any time, but if I do, it won't affect actions taken before _____ (agency name) receives the cancellation. I can send the notification to cancel authorization to _____ (agency address).
- ☐ I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by federal or state law.

Your release of information authorization is valid to a maximum of three years from the date of this document. You may cancel this authorization at any time by written request, but the cancellation will not be retroactive. Signing this form does not waive non-disclosure rights.

Signature of Client or Guardian_____
Date_____
Signature of Agency Witness_____
Date

Louisiana Emergency Rental Assistance Program Self-Certification of Annual Income Form

ADMISSIONS TO EMERGENCY TBRA PROGRAMS/HOME-ASSISTED UNIT

PURPOSE:

In an April 10, 2020 memorandum, HUD waived the HOME regulations at 24 CFR 92.203(a)(2) which requires Participating Jurisdictions (PJs) to determine annual household income by examining at least two months of source documentation. The waiver permits PJs to follow the regulations at 24 CFR 92.203(a)(1)(ii) and obtain a written statement of the amount of the family's anticipated annual income and household size, along with a certification that the information is complete and accurate in lieu of requiring a review of source documentation. If a PJ chooses to use this waiver, the PJ must ensure that self-certified income takes into consideration all income.

APPLICABILITY:

This sample self-certification of income form may be used by PJs to document annual income of (a) individuals and families that have lost employment or income either permanently or temporarily due to the COVID-19 pandemic and (b) homeless individuals and families who are **applying for admission to a HOME rental unit or a HOME funded emergency Tenant-Based Rental Assistance (TBRA) program**. This form must accompany the application for assistance and be kept as a record in the tenant/project file.

TIMEFRAME:

The sample form is valid for use between **April 10, 2020 and December 31, 2020**, the HOME COVID 19 waiver period.

DISCLOSURE:

The sample form is provided as a guide and should be adapted to include the PJ's policy and procedures regarding income eligibility requirements for emergency TBRA/rental assistance. Depending upon the PJ's application intake process, this form may be filled out between the PJ and the applicant, or by the applicant. Applicants can complete the form using current income and asset information available to them; however, if information is unknown, applicants may obtain it from the financial institution that holds the asset. The PJ should ensure the instructions are clear in each section when they adapt the form for its program. In addition, the form may be adapted if the PJ will base the amount of emergency TBRA on the adjusted income of the family in accordance with 24 CFR 5.611. The income sources listed on the form reflect annual income as defined by 24 CFR 5.609 (a)-(c) (Part 5) which is commonly used in HUD's rental and TBRA programs. PJs must update this form if they use the IRS 1040 adjusted gross income definition for its TBRA/rental programs.

INSTRUCTIONS:

Please complete one form and include the requested information for all persons in the household. Complete an additional form if the applicant needs more space. The adult head of household must sign and date the form. This form is valid for use between **April 10, 2020 - December 31, 2020**.

PART I: ELIGIBILITY

HOME funded emergency rental assistance is limited to income eligible families whose annual income does not exceed 30 percent of the area median income, [as determined by HUD](#). Assistance is limited to (a) applicants who have lost employment or income either permanently or temporarily due to the COVID-19 pandemic and to (b) homeless individuals or families.

INSERT APPLICABLE HOME INCOME LIMITS

To comply with HOME program guidelines, the applicant must indicate which eligibility category applies to their household. **Do not complete the rest of this form if the household does not meet the program's income limits and one of the categories below.**

Check all that apply: ☐ Homeless ☐ Experiencing financial hardship

If the applicant has experienced financial hardship as a result of the COVID-19 pandemic, the applicant must describe how the household's financial situation has changed (e.g., lost employment or reduced income either temporarily or permanently).

PART II: HOUSEHOLD INFORMATION

Enter legal address (where the applicant currently lives) and contact information below. If household is experiencing homelessness or is in temporary housing, provide a mailing address (where the applicant currently receives mail).

	Legal Address	Mailing Address (if different from legal)
Street, Apt./Unit #		
State, City, Zip Code		
Phone Number(s)		
Email(s)		

Enter all household information below and indicate if any member is or will be a part-time/full-time student in the next 12 months. Do not include live-in-aides, children of live-in-aides, foster children, or foster adults.

Household Member #	Name (Last, First, MI)	Relationship to the Head of Household (co-head, spouse, child, etc.)	Birth Date (mm/dd/yyyy)	*Student (Part/Full-time, Neither)	**Disabled (Y/N)
1		Head of Household			
2					
3					
4					
5					
6					

*Note for Applicant: Students do not qualify for HOME assistance unless the individual meets one of the exemptions below. Check all that apply:

☐ Over age 24
 ☐ Veteran of the US Military
 ☐ Married
 ☐ Has dependent children
☐ Member is part of a household that is low-income

**Note for Administrator: the "Disabled" column is not required and only provided if deductions under adjusted income at 24 CFR 5.611 will be applied for tenant-based rental assistance programs.

PART III: ANNUAL INCOME

Report all current income and income expected to be received in the next 12 months including long-term **unemployment compensation and all hazard pay**. **DO NOT INCLUDE:** IRS Economic Impact Payments (stimulus checks), Federal Pandemic Unemployment Compensation (the additional \$600 per week), income of a live-in-aide, children of live-in-aides, foster children, foster adults, or the income of minors.

Section A: For each household member (HH Mbr#) below, anticipate annual income for the next 12 months by converting current income to annual figures. Convert wages/income by multiplying it by the frequency in which it is received and factor in amounts that will terminate before the end of the next 12 months. Multiply weekly income by 52; Bi-weekly income (received every other week) by 26; Semi-monthly income (received twice each month) by 24; and Monthly income by 12. A full-time student, 18 years or older (excluding the head of household or spouse) should exclude earnings in excess of \$480 for annual income. Leave blank those that do not apply.

To determine the total income for the household, add up all columns on the last row of this chart.

Income Sources	HH Mbr# 1	HH Mbr# 2	HH Mbr# 3	HH Mbr# 4	HH Mbr# 5	HH Mbr# 6
Unemployment Compensation (include regular unemployment, Pandemic Unemployment Assistance and Pandemic Emergency Unemployment Compensation) (exclude Federal Pandemic Unemployment Compensation)						
Wages, salary, overtime, hazard pay, commissions, fees, tips, bonuses (before payroll deductions)						

Net income from business and self-employment (include income from independent contractors, Gig economy jobs such as Etsy, Amazon, eBay, Uber, Lyft, Instacart, Grubhub, etc.)						
Interest, dividends, and other net income of any kind from real or personal property (include rental income)						
Social Security (include disability/Supplemental; include gross amount prior to any Medicare premiums)						
Retirement/Pension/Insurance policy/Annuities						
Disability or Death Benefits (disability compensation)						
Worker's Compensation and Severance pay						
Welfare Assistance Payments (Temporary Assistance to Needy Families)						
Regular Pay, special pay, and housing allowance for the Armed Forces (exclude military hazard pay)						
Veterans Administration (VA) Benefits (exclude deferred disability benefits)						
Adoption Assistance Payments (exclude amount in excess of \$480)						
Alimony or Child Support (include only amounts expected)						
Re-occurring cash gifts from private/nonprofit/charity or friends/family who will not reside in the unit						
Other (please describe):						
Total for each HH Member						
Section A: Total Income for Household						

Section B - Income From Assets: Annual income includes income derived from assets to which household members have access. Interest or dividends earned are counted as income even when the earnings are reinvested. Using the categories below, report the (a) type of asset(s) held by each member of the household, (b) cash value of asset(s), and (c) the income derived from the assets **(report annual figures only)**. If the asset does not generate income, report zero. If the household member does not have assets, leave blank. Calculate the totals on the last row of this chart.

Household Member #	Assets Categories: Checking, Savings, Mutual funds, Money Market Acct. Equity in Rental Property, Retirement and Pensions, 401(K), Stocks, Bonds, Treasury Bills, Certificate of Deposit, Annuities, Revocable Trust, Mortgages or Deed of Trust, Whole Life Insurance policy, Lump sum-inheritance, Lottery Winnings, Insurance Settlements, Personal property held as an investment (e.g., antiques, gems, etc.)	Cash Value of Asset \$	Interest/Dividends Earned on the Assets \$
1			
2			
3			
4			
5			
6			
Household Member #	Disposed Assets: Assets given away for less than the fair market value in the last 24 months with value greater than \$1,000, (e.g. sale of a home)	Cash Value of Disposed Asset	Income from Disposed Asset
		Box (B1) Total Value of Assets	Box (B2) Total Income from Assets



To be completed by Program Administrator

If the amount in Box (B1) is greater than \$5000, calculate the imputed value of the assets by multiplying Box (B1) by the Passbook Savings rate of (.06%)	Box (B3) Value of Imputed Asset
	\$
Section B: Total Income from Assets (greater of box (B2) or (B3))	\$
Total Household Annual Income (Sections A + B)	\$

PART IV: APPLICANT CERTIFICATION

I certify under penalty of perjury that the above information is complete and accurate to the best of my knowledge. I understand that Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government. I agree to provide any additional documentation required by the program administer to document my/our household income.

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date
OTHER ADULT HOUSEHOLD MEMBERS		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

Louisiana Emergency Rental Assistance Program

Disclosure of Identify of Interest

The undersigned hereby certifies that, except as the relationship noted below, there is not now, nor does the undersigned contemplate that there will be, any identity of interest between the owner/lessor and /or property manager and any members of the **Louisiana Housing Corporation** or their families, it's staff, a member of Congress, or an office of the employee of the Congress.

All references to "**identity of interest**" herein are made in the context of the definition below, which has been read by the undersigned.

Identity of interest between the owner/lessor or property manager as parties of the first part and the members of the **Louisiana Housing Corporation** or their families, it's staff, a member of Congress, or an office of the employee of the Congress as the parties of the second part will be construed as existing under any of the following conditions:

- When there is any financial interest in or family relationship between the party of the first part in the party of the second part.
- When one or more of the officers, directors or stockholders of the party of the first part is also an officer, director, or stockholder of or has financial interest in the party of the second part.
- When the party of the second party advances any funds of the party of the first part.
- When the party of the second part takes stock or any interest in the party of the first part as payment.
- When any of the above stated interrelationships exist between the parties of the second part.
- When there exist or come into being any side deals, agreements, amending, or undertakings entered into or contemplated, thereby altering, amending, or any of the cost related to amounts used to calculate contract rent.
- When any relationship exists, which would give the owner/lessor or manager, control or influence over the contract rents of the contract.

Exceptions to certification (if "None", So state)

Name: _____

Relationship to Second Part: _____

Name: _____

Relationship to Second Part: _____

By: _____

Date: _____

Louisiana Emergency Rental Assistance Program

Request for Unit Approval

Tenant Name: _____

Bedrooms: _____

Landlord Name: _____

Telephone: _____

Landlord Address: _____

Unit Address: _____

This form should be completed by the Tenant and the Landlord to request the Louisiana Housing Corporation approval of the unit for which the Tenant has elected to receive rental assistance.

Landlord: Please read the Lease Addendum and information about Housing Quality Standards provided. After the Tenant submits this request to the Louisiana Housing Corporation, a representative will contact you to arrange for an inspection. The Louisiana Housing Corporation is not responsible for any part of the rent prior to unit approval and execution of the Rental Assistance Contract.

Tenant: With the Landlord, fill out this form completely and return it to:

2415 Quail Drive, Baton Rouge, LA 70808

Do not sign a lease until the Louisiana Housing Authority has inspected and approved the unit.

(1) **Type of Unit:** ☐ Single Family House ☐ Semi-detached/Row House
☐ Garden/Walk up ☐ Elevator/High Rise/Apartment
☐ Mobile Home Date Constructed: _____ Square Footage: _____

(2) **Current Monthly Rental Rate:** _____

Appliances and Utilities	Included in Rent (Yes or No)	Paid by Tenant (Yes or No)
Refrigerator		
Stove/Range		
Electricity		
Cooking Fuel ☐ Gas ☐ Electric		
Heating Fuel ☐ Gas ☐ Electric		
Water		
Sewer		
Garbage Collection		
Other:		

OWNER CERTIFICATION: By executing this request, the owner agrees that the required Lease Addendum is acceptable and certifies that: (1) the information provided on the form is accurate and true; (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract; (3) the unit currently meets Housing Quality Standards (or will be brought to HQS standard before the Rental Assistance Contract is executed; and (4) this unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial status.

Tenant Name: _____

Date: _____

Tenant Signature: _____

Landlord Name: _____

Date: _____

Landlord Signature: _____

Louisiana Emergency Rental Assistance Program

Lease Addendum

Tenant Name: _____

Landlord Name: _____

Unit Address: _____

This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. **Purpose of the Addendum.** The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to receive rental assistance under the Louisiana Housing Corporation's LOUISIANA EMERGENCY RENTAL ASSISTANCE PROGRAM. Under the Rental Assistance Program, the Louisiana Housing Corporation will make monthly payments to the Landlord on behalf of the Tenant.

The Lease has been signed by the parties on the condition that the Louisiana Housing Corporation and Landlord will promptly execute a LOUISIANA EMERGENCY RENTAL ASSISTANCE PROGRAM Contract. This Lease shall not become effective unless the Contract has been executed by both the Landlord and the Louisiana Housing Corporation, effective the first day of the term of the Lease.

- B. **Conflict 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.
- C. **Terms of the Lease.** The term shall begin on _____ and shall continue until:
- a. the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws;

- b. the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or
- c. termination of the LOUISIANA EMERGENCY RENTAL ASSISTANCE PROGRAM Contract by the Louisiana Housing Corporation.

D. Rental Assistance Payment. For a period up to three months the Louisiana Housing Corporation will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

E. Security Deposit

- a. The (Tenant/ Louisiana Housing Corporation) has deposited \$ _____ with the Landlord as a Security Deposit. 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 interest payments on security deposits.
- b. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, 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 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/Louisiana Housing Corporation).

- F. **Appliances and Utilities.** The appliances and utilities listed in Column 1 below are provided by the Landlord and included in the rent. The appliances and utilities listed in Column 2 below are not included in the rent and are paid by the Tenant.

APPLIANCE/UTILITY	Included in Rent (Yes or No)	Paid by Tenant (Yes or No)
Refrigerator		
Stove/Range		
Electricity		
Cooking Fuel ☐ Gas ☐ Electric		
Heating Fuel ☐ Gas ☐ Electric		
Water		
Sewer		
Garbage Collection		
Other:		

- G. **Household Members.** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the Louisiana Housing Corporation and obtaining the Landlord's permission.

Name	DOB	Relationship

- H. **Housing Quality Standards.** The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).
- I. **Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify the Louisiana Housing Corporation in writing when eviction proceedings are begun. This may be done by providing the Louisiana Housing Corporation with a copy of the required notice to the Tenant.

J. **Prohibited Lease Provision.** Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
- (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
- (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceedings in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

K. **Nondiscrimination.** The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.



Tenant Name: _____

Date: _____

Tenant Signature: _____

Date: _____

Landlord Name: _____

Date: _____

Landlord Signature: _____

Date: _____

Louisiana Emergency Rental Assistance Program Participation Agreement

Tenant Name: _____

Louisiana Housing Corporation Representative: _____

- A. **Rent Payments:** Rent is due the 1st of each month. The Tenant's rent is paid to _____. If the Tenant does not pay the rent to _____, Owner, the landlord/property manager will have the right to begin eviction by giving the Tenant a 7-Day Notice to Vacate. The LHC program will not pay the Tenant's portion of the rent.
- B. **Tenant Conduct:** The Tenant agrees not to cause or allow on the premises any excessive noise or other activity which disturbs the peace and quiet enjoyment of neighbors or other tenants. The Tenant also agrees not to commit any acts of violence against LHC staff, landlord or neighbors.
- C. **Certification:** Tenant will report all current income for every member of the household, provide verification of all income, report the names of all individuals living in the unit, and notify (LHC) of any changes to household income and/or household composition **within 10 days** of such change. Tenant will comply with annual and/or interim re-certification procedures including but not limited to; verification of household composition and income and completing releases of information. If the tenant submits false information on any application, certification or re-certification and/or does not report changes in household income or size, the tenant may be subject to legal action, collection activity, and/or immediate termination from the LHC program. Intentionally submitting false or incomplete information may be punishable by up to 10 years' imprisonment.

- D. **Visitor/Household Member:** LHC considers any individual(s) who stay in the unit for fourteen (14) days or more per month to be a member of the household. Any failure to report such individual(s) to **VXXXXX, LHC Representative at (225) 242-XXXX** may result in legal action, collection activity, and/or immediate termination from the LHC program.
- E. **Security Deposits:** LHC may pay the full security deposit on a unit up to value of one month's rent. The Tenant will be responsible to pay for any damages that occur during their tenancy. If the Landlord does not return the Security Deposit paid by LHC after tenant moves out, due to some fault of the Tenant (ex. damages, breaking the lease, unpaid rent), then LHC will not pay another Security Deposit for the Tenant for another apartment unless repayment is made on the initial Security Deposit.
- F. **Unit Concerns:** If there is a problem or concern after the Tenant has moved into the unit, it is the Tenant's responsibility to contact the landlord. If the Tenant is not successful in having the matter resolved to their satisfaction, then the Tenant should contact their LHC Representative for assistance.
- G. **Moving:** For the LHC component, a tenant may move from the current unit to another unit only if a thirty-day (30 day) written notice has been submitted by the first day of the month previous to the move, to both the landlord and LHC.
- H. **Continuing Assistance:** If Tenant leaves an apartment and wants to continue to receive assistance from LHC, the Tenant must keep the LHC Representative informed of such plans. If the Tenant leaves an apartment and does not move into another apartment with LHC assistance within 30 days, and does not maintain contact with their LHC Representative, the tenant will be terminated from the LHC rental assistance. After that 30-day period, the tenant will need to reapply for LHC assistance, if reinstatement is desired. The tenant may not move more often than once per year.
- I. **Building Rules:** Tenant agrees to follow the terms and conditions of the Lease or Occupancy Agreement between the Landlord and Tenant. Tenant also agrees to abide by all building rules and guidelines set by manager/owner of the building.

- J. **Problem Solving Options**: If a problem related to your LHC subsidy exists, you may seek to solve it in several different ways. You have the right to use the formal LHC Appeals Process if you are dissatisfied.

We have read or have had the above information read to us and understand this joint Agreement. I understand that any violation of this Agreement may be cause for legal action, collection activity, and/or eviction, and/or immediate termination from the LHC program.

Tenant Signature: _____

Date: _____

LHC Representative: _____

Date: _____

Landlord Name: _____

Date: _____

Landlord Signature: _____

Date: _____

Louisiana Emergency Rental Assistance Program

Rental Assistance Voucher

Tenant Name: _____

Voucher Number: _____ Issued On: _____ Expires On: _____

Number of Household Members: _____ *Unit Size: _____

***This is the number of bedrooms for which the tenant household qualifies for.**

1. Rental Assistance Program (not to exceed 12 months)

This Voucher has been issued by the Louisiana Housing Corporation to the Tenant identified above who is eligible to participate in the Louisiana Emergency Rental Assistance Program. Under this program, the program administrator makes monthly payments to a Landlord on behalf of an eligible Tenant. The tenant selects a decent, safe and sanitary dwelling unit and the Louisiana Housing Corporation makes payments to the Landlord to help the Tenant to afford the rent.

When the Louisiana Housing Corporation issues this Voucher, it fully expects to have money available to provide assistance. **However, the Louisiana Housing Corporation is under no obligation to the Tenant or the Landlord or any other party until the Louisiana Housing Corporation has approved the unit and entered into an Agreement with the Landlord and the Tenant.**

2. Key Steps in Using this Voucher

- A. The Tenant has 60 days to use the Voucher. If a Request for Unit Approval has not been submitted by the expiration date shown above, the Voucher will expire unless the Louisiana Housing Corporation approves an extension.
- B. After the Louisiana Housing Corporation receives the Request for Unit Approval, the Louisiana Housing Corporation will inspect the unit and review the Landlord's lease. If the unit meets the program's standards and the rent for the unit is reasonable, the Louisiana Housing Corporation will notify the Landlord and the Tenant that the unit has been approved.

NOTE: If the unit or lease cannot be approved, the Louisiana Housing Corporation will give the Landlord an opportunity to correct the problem, or the Tenant can begin to look for another unit.

- C. The Louisiana Housing Corporation will then work with the Landlord and the Tenant to execute all of the necessary documents as follows:
 - The Landlord and the Tenant must sign a Louisiana Housing Corporation approved lease.
 - The Landlord and the Louisiana Housing Corporation must sign a Contract.
 - Once all necessary documents have been signed and the Tenant moves into the unit, payments to the Landlord will begin.

3. Security Deposit

The Louisiana Housing Corporation will pay a security deposit to the Landlord consistent with local market practices. When the Tenant moves out, any reimbursement of the deposit that is due from the Landlord under state and local laws will be paid to (the Tenant/the Louisiana Housing Corporation).

4. Tenant and Louisiana Housing Corporation Share of the Rent

- A. The portion of the rent payable by the Tenant to the Landlord ("tenant's share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the Louisiana Housing Corporation with information about income, assets and other family circumstances that affect the amount the Tenant will pay. The Tenant's Share may change as a result of changes in income or other family circumstances. The Tenant is also responsible for payment of all utilities not included in the rent.
- B. Each month the Louisiana Housing Corporation will make a rental payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's share of the rent.

5. Requirements for Participating Tenants

The family must:

- supply information about the family's income, assets, and other family circumstances that affect eligibility and the amount of the Tenant's share, and cooperate fully with annual and interim re-examinations;
- allow the Louisiana Housing Corporation to inspect the unit at reasonable times and after giving reasonable notice;
- notify the Louisiana Housing Corporation when any person moves in or out of the unit and before vacating the dwelling unit; and
- use the dwelling unit as the family's principal place of residence and solely as a residence for the family.

The Tenant must not sub-lease or assign the lease.

6. Length of Rental Assistance

- A. The assistance offered by the Louisiana Housing Corporation will not exceed 12 months.
- B. Assistance under the Louisiana Emergency Rental Assistance Program is not guaranteed. Assistance may be terminated if:
- at any re-examination the Tenant's income is greater than the published income limit for the program;
 - the Tenant is evicted from the assisted unit;
 - the Tenant provides false information or commits any fraud in connection with the program, or fails to cooperative with required re-examinations; or
 - funding for the Louisiana Housing Corporation's Emergency Rental Assistance Program is terminated.

The Louisiana Housing Corporation will give the Tenant at least 30 days' notice of termination of assistance.

7. Equal Housing Opportunity

If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin, or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 424-8590.