



## LANDLORD & PROPERTY OWNER REQUIRED DOCUMENTATION PACKET

Please return documents to the following email:

[LaRentHelpMyDocs@lhc.la.gov](mailto: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
<b>Part 1: Eligibility &amp; Benefits Determination</b>		
	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. Lease*	Tenant and Landlord
<b>Part 2: Rental Assistance Confirmation</b>		
	7. Owners Breach of Rental Assistance Contract	Landlord
	8. Rental Assistance Contract	Landlord
	9. W9	Landlord
	10. Direct Deposit	Landlord
	11. <i>HQS Inspection (Owner's Self Certification or Waiver)</i>	LHC

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

## Louisiana Emergency Rental Assistance Program

### Owner's Breach of Rental Assistance Contract (RAC)

#### Tenant Based Component

Any of the following actions by the owner (including a principal or other interested part) is a breach of the Emergency Rental Assistance Payment contract by the owner:

1. If the owner has violated any obligation under the RAC contract, including the owner's obligation to maintain the unit in accordance with the HQS.
2. If the owner has violated any obligation under any other housing assistance payments contract under Section 8
3. If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program
4. If the owner has engaged in any drug related criminal activity or any violent criminal activity
5. Family payment to the owner:
  - a. The owner may not charge or accept, from the family or from any source, any payment for rent of the unit in addition to the rent agreed by the LHC and owner.
  - b. The owner must immediately return any excess rent payment to the Tenant.

#### Acceptable Remedies for Owner's Breach of Contract:

The Louisiana Housing Corporation right and remedies for owner breach of the RAC contract include recovery of overpayments, suspension of housing assistance payments, abatement of other reduction of housing assistance payments, termination of housing assistance payment, and termination of the RAC contract.

The Louisiana Housing Corporation may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

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

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

## Louisiana Emergency Rental Assistance Program

### Rental Assistance Contract

**Landlord Name:** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

**Unit Address:** \_\_\_\_\_

**Tenant Name:** \_\_\_\_\_

This Rental Assistance Contract ("Contract") is entered into between the "Louisiana Housing Corporation" and the Landlord identified above. This Contract applies only to the Tenant family and the unit identified above.

#### 1. CONTRACT TERM

The term of this Contract shall begin on \_\_\_\_\_ and end no later than \_\_\_\_\_.

#### 2. SECURITY DEPOSIT

- A. The Louisiana Housing Corporation 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 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 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 Louisiana Housing Corporation.



- C. The Landlord shall immediately notify the Louisiana Housing Corporation when the Tenant has moved from the Contract unit.

### 3. RENT AND AMOUNTS PAYABLE BY TENANT AND LOUISIANA HOUSING CORPORATION

- A. *Monthly Rent.* The monthly rent payable to the Landlord for the duration of this Contract is \$ \_\_\_\_\_.
- B. *Rent Adjustments.* With no less than \_\_\_\_\_ days' notice to the Tenant and the Louisiana Housing Corporation, the owner 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 the (program administrator). The Tenant may reject the proposed rent by providing the Landlord with 30 days' written notice of intent to vacate. If the program administrator rejects the proposed rent, the program administrator must give both the Tenant and the Landlord 30 days' notice of intent to terminate the Contract.
- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by the Louisiana Housing Corporation, the Tenant's share of the rent shall be \$ \_\_\_\_\_.
- D. *Program Administrator Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by the Louisiana Housing Corporation, the Louisiana Housing Corporation's share of the rent shall be \$ \_\_\_\_\_. Neither the Louisiana Housing Corporation nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Louisiana Housing Corporation'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 owner 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:
- a. 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.
  - b. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
  - c. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
  - d. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the Louisiana Housing Corporation determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Louisiana Housing Corporation may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance 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. The Louisiana Housing Corporation 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 Louisiana Housing Corporation determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the Louisiana Housing Corporation'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. The Landlord must give the Tenant at least 30 days' written notice of the termination and 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.

## 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 insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Louisiana Housing Corporation, 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 comply with the Louisiana Housing Corporation 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.

## 7. LOUISIANA HOUSING CORPORATION AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the Louisiana Housing Corporation or HUD may reasonably require.
- B. The Landlord shall permit the Louisiana Housing Corporation, 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 LOUISIANA HOUSING CORPORATION IF LANDLORD BREACHES THE CONTRACT**

- A. Any of the following shall constitute a breach of the Contract:
- i. If the Landlord has violated any obligation under this Contract; or
  - ii. If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
  - iii. 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. The PHA's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the Louisiana Housing Corporation determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Louisiana Housing Corporation shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Louisiana Housing Corporation in accordance with this Contract shall be effective as provided in a written notice by the Louisiana Housing Corporation to the Landlord. The Louisiana Housing Corporation'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. PHA RELATION TO THIRD PARTIES**

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

## 10. CONFLICT OF INTEREST PROVISIONS

No employee of the Louisiana Housing Corporation 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 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 the Louisiana Housing Corporation. The Louisiana Housing Corporation shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Louisiana Housing Corporation) to comply with all terms and conditions of this Contract.

## 12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the Louisiana Housing Corporation.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

**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 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.

Landlord Name: \_\_\_\_\_

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

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

**Louisiana Housing Corporation**

Housing Finance Manager Name: \_\_\_\_\_

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.

## Louisiana Emergency Rental Assistance Program

### HUD HOME Tenant Based Rental Assistance (TBRA) Owner's Certification

Unit Address: \_\_\_\_\_

Year Constructed: \_\_\_\_\_

Number of Bedrooms: \_\_\_\_\_

#### Housing Type:

Single Family

Duplex

Row House

Low Rise

High Rise

Manufactured Home

I certify that this Unit is suitable for occupancy, considering local health, safety and building codes.

I certify that this unit meets HUD Housing Quality Standards and this unit is not unsuitable for occupancy because of fire, flood or mold.

I certify that a smoke detector is installed according to manufacturer's instructions in all sleeping areas & area immediately adjacent to the sleeping areas.

Gas Fired Appliances:  Yes  No

#### If yes, check box below:

I certify that a carbon monoxide detector is installed on each level according to manufacturer's instructions.

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

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



## BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or record-keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property & Supply Section, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 or the Office of Management and Budget, Paperwork Reduction Project (1510-0007), Washington, D.C. 20503.

## PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

## INFORMATION FOUND ON CHECKS

Most of the information needed to complete boxes A, C, and F in Section 1 is printed on your government check:

- (A) Be sure that the payee's name is written exactly as it appears on the check. Be sure current address is shown.
- (C) Claim numbers and suffixes are printed here on checks beneath the date for the type of payment shown here. Check the Green Book for the location of prefixes and suffixes for other types of payments.
- (F) Type of payment is printed to the left of the amount.

United States Treasury <sup>15-51</sup>/<sub>1000</sub>  
AUSTIN, TEXAS  
Check No. 0000 - 4157815  
Month Day Year  
08 31 84  
Pay to the order of  
29-693-775 00 C  
JOHN DOE  
123 BRISTOL STREET  
HAWKINS BRANCH, TX 76543  
28 28  
VA COMP  
DOLLARS CTS  
\$ \*\*\*\*100\*\*00  
**NOT NEGOTIABLE**  
@000000516: 041571926

## SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

## CANCELLATION

The agreement represented by this authorization remains in effect until canceled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

## CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete the new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

## FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

## Louisiana Emergency Rental Assistance Program

### W9 Form

In order to process the emergency rental assistance payment, landlords and property owners will need to submit a copy of their W9 form.

Landlords and property owners should submit a completed copy of their W9. If you do not have access to a completed W9, [click here](#) to download the fillable PDF version.

Please complete and sign this document prior to submitting the Required Documentation Packet.

Thank you,

Louisiana Emergency Rental Assistance Team