

# **LANDLORD PARTICIPATION CERTIFICATION FOR TENNESSEE HOUSING DEVELOPMENT AGENCY'S ERA-EPP**

If I agree to receive direct payment to me under the Tennessee Housing Development Agency's ("THDA") Emergency Rental Assistance Eviction Prevention Program ("ERA-EPP or the Program"), I, as the Landlord or authorized representative of the Landlord, understand that I would be certifying that:

1. Contract. I am hereby entering into a contract with the individual listed as Tenant herein, THDA, and the entity listed herein as THDA's grantee ("Grantee"), but only to the extent that THDA, or Grantee, determines, in its sole discretion, that Tenant is eligible for assistance under ERA-EPP ("Agreement"). This Agreement is not binding on THDA unless the Tenant is actually eligible for assistance and I, as the Landlord, provide all information necessary for a payment to be made to me and sign this Agreement.
2. Tenant and Unit Information.
  - a. The Tenant named in this Agreement is one of the persons that is currently occupying the Unit for whom assistance is being requested or that occupied the Unit for the all periods of assistance requested for arrears and Tenant has occupied and/or will occupy the Unit for all periods for which assistance is being requested.
  - b. Tenant and I entered into a written or verbal residential lease agreement for the housing unit specified within this Agreement (the "Unit").
  - c. The Unit is an address within the State of Tennessee.
  - d. I am the property owner of the Unit or have entered into a management/agency agreement that gives me the authority to lease the Unit and participate in the Program. I will provide proof of ownership or a Notice of Owner Management Agreement signed by the property owner.
  - e. The information provided regarding the terms of the lease with the Tenant, the rent amount, and any utility amounts are true and accurate. I will provide a copy of the Tenant's lease or, if there is no current written lease, I will provide a rent receipt for the most recent complete month paid by or benefiting Tenant.
3. Assistance Payments. Tenant requires assistance to pay the arrears of rental assistance that have accumulated and are owed under the lease, Tenant requires assistance to pay current or future rental payment(s), and/or Tenant requires assistance to pay the arrearages that have accumulated for utility payments that are owed to me or a Utility Provider. I agree to accept assistance on behalf of Tenant subject to the requirements herein.
  - a. Payments made under the Program for late rent, fees, and utilities may only cover those debts that became due after March 13, 2020 and may not cover any fees incurred prior to that date. I am not requesting assistance for any amount that became due prior to March 13, 2020.
  - b. I acknowledge that in no case am I entitled to a payment for a month that Tenant did not or does not reside at the Unit. I shall return any such payment immediately.
  - c. I will accept payment from the Program via check for the benefit of Tenant, unless THDA or its grantee approves another form of payment in writing.
  - d. I shall not apply for or receive any private or federal assistance that is duplicative of the assistance provided under the Program.
  - e. I shall repay any duplicate payment or overage immediately.
  - f. I shall apply payments to Tenant's account(s) as directed by THDA or its grantee.
4. Application of Payments. If Tenant is eligible for assistance under the Program, I will receive a breakdown of the assistance being provided, similar to the breakdown below. Such amounts of assistance, to be subsequently provided, are hereby incorporated into this Agreement by this reference.
  - a. Late Rent and Fees Owed to Landlord.

The Amount of Rent owed by Tenant each month under the lease.

The Total Amount of Late Rent Owed being provided.

The Total Amount of Fees Owed being provided for late fees, interest, penalties, and legal and court fees.

b. Current and/or Future Rent Payments.

The number of months of current and/or future rent payments, the amount of each payment, and the total amount of current and/or future rent payments being provided. See Limits on Assistance.

c. Utility Arrearage Payments.

The Total Amount of Utility Arrearage Owed being provided to cover landlord-provided utilities. For the Program, this is considered "rent."

d. Period of Assistance.

The months the assistance covers.

If Tenant is unable to make the next payment, Tenant may reapply for the Program, but assistance is subject to certain Limits on Assistance.

5. Limits on Assistance.

a. ERA-EPP is utilizing funds that are referred to as ERA 2 funds. The only limit for ERA 2 funding is that when combining payments made under ERA 1 and ERA 2 or when only receiving funding under ERA 2, the cumulative period of payments may not exceed eighteen (18) months and may not be duplicative of other state or federal assistance.

b. Utility assistance may only be applied toward arrearage, not future payments.

6. Recapture of Funds. If I receive any payment in excess of what is owed to me, I shall immediately return the excess funds as directed. I shall provide all refund payments in the form of a check, cashier's check, or money order made payable to Grantee. Payment must reference the Tenant's name, Landlord, and Unit Address.

7. Certifications.

a. If the written lease or oral agreement will expire during the period that assistance under the Program will cover, I will extend the terms of the prior lease at least through the end of the final month for which an assistance payment is made under the Program.

b. There has been no material violation of the lease by Tenant other than late rent, if applicable, and therefore, I no factual or legal basis to pursue a judgment for possession or damages against Tenant.

c. I shall not pursue eviction for any rent or fees due prior to March 13, 2020, but may use other means to collect such arrearage.

d. **I understand that nothing in this certification waives my right to file an eviction based on a nonmonetary default of the Tenant.**

e. I hereby waive, release, and discharge any claim for rent-arrearage, late-fees, or possession against Tenant for nonpayment of rent for any month covered under the Program.

f. I agree to withdraw any such pending action against Tenant and shall not initiate any future actions for rent payments, which are covered under this Agreement.

g. My activities conducted and records maintained pursuant to this Agreement are subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

h. I acknowledge that all information collected, assembled, or maintained by the Program pertaining to this certification, except personally identifying information and records made confidential by law or court order, are subject to the Tennessee Public Information Act 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 Tennessee Public Information Act.

- i. I shall maintain documentation for all payments received and activities conducted under this Agreement. I shall maintain all books, records, and documents containing such documentation for a period of five (5) full years from the date of the final payment I receive under this Agreement. I shall allow audit of such documentation by the State, the Comptroller of the Treasury, or their duly appointed representatives at any reasonable time upon reasonable notice. If applicable, financial statements must be prepared in accordance with generally accepted accounting principles.

8. Judicial Enforcement. I, Tenant, THDA, or Grantee may judicially enforce this Agreement.
9. Headings. The headings herein are inserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Agreement, or of any particular provision thereof, or the proper construction thereof.
10. Severability. The invalidity of any clause, part or provision of this Agreement will not affect the validity of the remaining portions of this Agreement.
11. Governing Law. This Agreement is governed by the laws of the State of Tennessee and, where applicable, laws of the United States of America.

☐ I hereby agree **to participate** in ERA-EPP and, by submitting this Certification, I certify that all information I provided is true, accurate, and complete, and if requested, I shall provide further documentation to support any representations. I further acknowledge that falsification of documents or knowingly and willfully making false or fraudulent statements, or any other material falsehood or omissions, including knowingly seeking duplicative benefits, is subject to state and federal criminal penalties.

☐ I choose **not to participate** in ERA-EPP. I understand by not participating that any rental assistance the Tenant receives under the Program will go directly to the Tenant instead of to me.

\_\_\_\_\_  
LANDLORD PRINTED NAME                      LANDLORD SIGNATURE                      DATE

\_\_\_\_\_  
HEAD OF HOUSEHOLD/TENANT                      UNIT ADDRESS

\_\_\_\_\_  
GRANTEE NAME