



Sonoma County Community Development Commission

EMERGENCY SOLUTIONS GRANT (ESG) RENTAL ASSISTANCE AGREEMENT

An ESG grant from the U. S. Department of Housing and Urban Development was provided to the Sonoma County Community Development Commission and sub-awarded to the following service agency:

_____ (“Agency”). Through this agreement, tenant based rental assistance is being provided to _____ (“Owner”) on behalf of the following individual(s):
Name of participant(s): _____ (“Tenant(s)”)

For the following address: _____

Name of apartment complex, as applicable: _____

Monthly rent for this unit is \$ _____. Agency shall make payment to Owner (Owner name must match name on W-9) by the _____ day of the month every month. Payments received after the _____ day of the month will be penalized with a late fee in the amount of \$ _____. (Note: the due date, any grace period, and late payment penalty must be consistent with the terms of the participant’s lease [24 CFR 576.106(f)].

Any late payment penalties are the sole responsibility of the Agency or Tenant to pay using non-ESG funds [24 CFR 576.106(b)]).

Terms of Agreement:

This agreement shall automatically terminate and no further rental assistance payments under this agreement may be made if: (i) Tenant moves out of the housing unit for which the program participant has a lease; (ii) The lease terminates and is not renewed; or (iii) Tenant becomes ineligible to receive ESG rental assistance. [24 CFR 576.106(h)(3).]

During the term of the agreement, Owner must give Agency a copy of any notice to Tenant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against Tenant. [24 CFR 576.106(e).]

VAWA Protections. Owner agrees to abide by the following requirements:

- a. Owner shall **not**:
 - i. Evict or otherwise deny assistance to Tenant on the basis or as a direct result of the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking *Exception:*



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Owner may evict upon showing that an actual and imminent threat¹ to other tenants or those employed at or providing service to the property would be present if Tenant is not evicted. Owner must document or otherwise be able to prove the actual and imminent threat based on words, gestures, actions or other indicators. Owner may only use eviction in this situation when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring Tenant to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

- i.* Deny tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking if: (1) the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and (2) the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
- ii.* Construe an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as:
 - (1) a serious or repeated violation of the lease by the victim or threatened victim of such incident or
 - (2) good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.
- b. When providing notification of eviction to Tenant, Owner shall provide HUD's notice of occupancy rights under VAWA and certification form to Tenant in the appropriate language consistent with Owner's duty to provide meaningful access to services for limited English proficient persons.
- c. This addendum shall not limit Owner in complying with a court order regarding (i) the rights or access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking or (ii) the distribution or possession of property among members of a household.
- d. If Tenant requests VAWA protections, Owner may only request documentation in accordance with 24 CFR 5.2007. Owner may request in writing that the victim certify that the person is a victim of abuse and that HUD's certification form or other documentation as noted on the certification form be completed and submitted within 14 business days, or an agreed upon extension date, to receive VAWA protections. Failure to provide the certification or other supporting documentation may result in eviction.
- e. Any information submitted to Owner by Tenant, including the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking shall be maintained in strict

¹ Actual and imminent threat is a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.



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confidence. Owner shall not allow any individuals in their employ or under contract to have access to confidential information unless explicitly authorized by Owner for reasons that specifically call for these individuals to have access under applicable Federal, State or local law. Owner shall not disclose such information to any other entity or person unless (i) requested or consented to by Tenant in a time-limited release, (ii) required for use in an eviction proceeding or hearing regarding termination of rental assistance, or (iii) otherwise required by applicable law.

- f. Consistent with _____ [name of agency providing rental assistance]’s Emergency Transfer Plan, Tenant may request an emergency transfer if (i) Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit or (ii) Tenant was a victim of sexual assault that occurred on the premises within 90 days prior to requesting transfer.

Owner may bifurcate its lease with the participant in accordance with 24 CFR 576.409(e).

Owner shall include all VAWA protections and requirements in its lease with the participant, unless payment under this Agreement consists only of rental arrears.

If assistance consists of the payment of rental arrears only:

The total amount of \$ _____ will be paid by Agency to Owner for a total of _____ months of rental arrears. Other terms and conditions of this agreement include (attach additional documentation as necessary):

Please note: The rental assistance agreement does not take the place of the lease, or vice versa.

Printed Name of Owner:	_____
Owner Signature:	_____
Date:	_____
Printed Name of Agency Representative:	_____
Representative Signature:	_____
Date:	_____



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Programs: Rapid Re-Housing and Homelessness Prevention Projects

Purpose: Per the Sonoma County Community Development Commission (SCCDC) Program Standards and Emergency Solutions Grants (ESG), Agencies must enter into a Rental Assistance Agreement with the Landlord/Owner of the unit before any rental assistance may be provided.

Policy: Agency will complete the Rental Assistance Agreement with the Landlord/Owner of a rental unit prior to providing any rental assistance. Agency may use their own Rental Assistance Agreement form but must ensure it includes all requirements of 24 CFR 576.106.

Procedures for completing the Rental Assistance Agreement (RAA) SCCDC sample form for RRH or HP project:

1. RRH/HP staff will ensure there the lease and RAA form are completed with the Owner of the rental unit (or authorized property manager).
 - a. RRH/HP staff can obtain verification of ownership through the Sonoma County Tax Assessors Office.
2. RRH/HP staff will complete the RAA form by entering the following as shown on the lease agreement:
 - a. Name of staff members agency,
 - b. Name of the Owner,
 - c. Name of the Tenant(s),
 - d. Rental Unit address,
 - e. Apartment complex name if applicable,
 - f. Monthly rental amount,
 - g. Due date of rent each month,
 - h. Date rent payment is considered late,
 - i. Late fee amount,
 - j. Term of agreement – dates rental assistance is estimated to occur
 - i. Program Participant Sharing in Rent: RRH/HP programs may require the program participant to pay a portion of the monthly rental cost. In such cases, the program must have written policies and procedures for determining the program participant's portion, and the rental assistance agreement should specify the amount of rent to be paid by the program and the amount to be paid by the program participant, as indicated in 24 CFR 576.106(b).
 - ii. Terms of agreement can be modified based on RRH/HP staff assessment of participant needs. If changes occur documentation must be kept in participant file documenting reason for assistance changes and a new RAA will be entered into with the Owner of the rental unit.
 - k. RRH/HP staff will review VAWA regulations and terms with the Owner.



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- l. Owner will sign and date the RAA.
- m. RRH/HP staff will sign and date the RAA.
 - i. Rental assistance may not be provided prior to the RAA being completed.
- n. If RRH/HP projects are assisting with rental arrears, RHH/HP staff will complete the:
 - i. Total amount of assistance to be provided,
 - ii. Total number of months of arrears being paid,
 - iii. Any other information/documentation needed.
- o. If assistance is solely for rental arrears, Owner does not need to comply with VAWA regulations.

Forms: Rental Assistance Agreement Form

Lease or lease terms between the Owner and Participant(s)

Additional Resources:

<https://www.hudexchange.info/news/snaps-shots-requirements-for-rental-assistance-agreements-and-leases-under-the-emergency-solutions-grants-esg-program/>

<https://www.govinfo.gov/content/pkg/CFR-2018-title24-vol3/xml/CFR-2018-title24-vol3-part576.xml#seqnum576.409>