

HOPE PROGRAM LANDLORD AND TENANT AGREEMENT

Applicant ID: _____

Date generated
Applicant Name
Address
Address
Application ID:

HOPE PROGRAM – YOUR RENT ASSISTANCE AWARD HAS BEEN APPROVED

Dear [APPLICANT NAME] and [LANDLORD NAME]:

We are pleased to inform you that the HOPE Program application for [PROPERTY ADDRESS] has been **APPROVED for RENT ASSISTANCE**. Read the following information carefully as it is important for your award.

Your HOPE rent assistance award is for up to nine (9) months of past-due rent since April 1, 2020. If you received HOPE rent assistance before, that previous award counts toward the nine-month total. The HOPE program also provides up to three (3) months of future rent assistance at a time. The total assistance received from HOPE cannot exceed 12 months. If program funds are still available and you have not yet received 12 months of assistance, you may be notified about reapplying for assistance again in the future.

Below is your rent assistance calculation:

Current HOPE Program Total Rent Award		Rent Assistance
1	Total Months Assistance for Past-Due Rent (Not to exceed 9 months)	
2	Total Months of Assistance for Future Rent (Not to exceed 3 months)	
3	Monthly Rent Award Amount (Not to exceed the HUD-calculated fair market rent rate)	
4	Total HOPE Program Rent Assistance (Row 1 + Row 2, multiplied by Row 3)	

To receive HOPE rent assistance, you and your landlord must sign and agree to the attached **HOPE Program Landlord and Tenant Agreement (LTA)**. Please make sure to review the LTA, which:

- Prevents eviction for nonpayment of rent for 60 days after the rent assistance ends.
- Requires that the Landlord properly apply HOPE funds to back-owed and future rent owed by the Tenant.
- Requires that the HOPE Program be notified if assistance for rent payments for the same months is received from another source.

Both the tenant and landlord are being issued an electronic copy of this agreement, so you do not need to coordinate with each other on signing. The HOPE Program will pay rent assistance in the amount stated above to the landlord on behalf of the tenant when the LTA and Landlord's W-9 are received by the HOPE Program.

If you applied and received assistance before through the HOPE Program, the terms of the previously signed HOPE Program Landlord and Tenant Agreement will apply to those months covered by that agreement. This LTA applies only to the "covered assistance period" defined in the attached LTA.

If [APPLICANT NAME] also applied for utility assistance from the HOPE Program, those parts of your application

are being handled separately. You will be contacted by the HOPE Program about any steps you need to take to complete the process for receiving assistance you applied for that is not contained in this letter and LTA.

Sincerely,
 The HOPE Program
 NC Office of Recovery and Resiliency

SECTION A: Lease Information					
	Property Information for Primary Residence ("Property")	Address:			
		Complex name, if applicable:			
		City:	State: NC	Zip:	County:
	Tenant Information: Name listed in row 1 is Head of Household and shall sign on behalf of Tenant and household members.	1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
	Property Landlord/Property Manager ("Landlord"):				
SECTION B: Rent Assistance					
	1. Rate of assistance: XXXXX	<i>Under this Agreement, Landlord will credit HOPE rent assistance to Tenant's rent owed and provide a statement showing the application of HOPE assistance to Tenant's rent.</i>			
	2. Months of assistance for past-due rent: XXXXX				
	3. Months of assistance for future rent: XXXXX				
	4. Months of future assistance provided: May 2021, June 2021, July 2021				
	Total Rent Assistance to be provided:			\$	

SECTION C: Terms and Conditions

This agreement details the rights and responsibilities of the Landlord and Tenant under the North Carolina Housing Opportunities + Prevention of Eviction ("HOPE") Program. The HOPE Program, through the NC Office of Recovery and Resiliency (NCORR), will pay the total assistance as stated in SECTION B to the Landlord on behalf of the Tenant. For the purposes of this agreement, HOPE Program funds and assistance includes all funds, including utility assistance, made on behalf of applicant Tenant to Landlord. "Tenant" shall mean applicant and household members at the "Property" as defined above.

The "covered assistance period" shall mean the applicable months of assistance as indicated in Section B above and the eviction prevention period for which HOPE program terms apply.

C(1) By signing below, Landlord:

- a. attests that Landlord is owner of the Property, property manager, broker, or otherwise possesses the legal standing and authority to enforce the terms of the Property lease, and that Tenant and Landlord have a valid landlord/tenant relationship, wherein Tenant does not own or have any ownership interest

in the Property.

- b. agrees to provide documentation to the HOPE Program upon request as necessary to receive of funds or as required for compliance monitoring or audits, such as a W-9 form and documentation establishing status as a landlord.
- c. attests that information in **SECTION A: Lease Information** is true and correct to the best of your knowledge.
- d. attests that Tenant resides in the Property to the best of your knowledge.
- e. attests that Landlord has not received any other rent relief, utility assistance, or other assistance specifically benefitting Tenant or Landlord for the Property during the HOPE Program assistance period.
- f. affirms that the lease between Tenant and Landlord is for the period stated in **Section B and C(2)(c)** of this agreement.
- g. affirms under penalty of perjury that the facts set forth in these statements are true and accurate.

C(2) Further, effective upon signature and by signing below, Landlord:

- a. may not take following action regarding *non-payment of rent, utilities or fees or other payments required by the lease or holdover of lease* for sixty (60) days from the end of the latest month listed in **Section B(4)** above: 1) begin or pursue eviction proceedings against Tenant, 2) pursue a cause of action for collection of debt, or 3) require that Tenant vacate the Property.
- b. agrees to take any and all actions necessary to dismiss or withdraw 1) summary ejection proceedings (eviction) against Tenant, including withdrawing a Writ of Possession, and/or 2) a current lawsuit for collection of debt for rent or fees immediately upon signing this agreement. Landlord also agrees to not assess any costs or fees of any kind against Tenant for any dismissed or withdrawn proceedings or actions.
- c. agrees to properly apply HOPE assistance to Tenant rent owed and shall credit HOPE assistance to Tenant rent if there is excess HOPE assistance. In the following order, Landlord must:
 - 1) first credit the HOPE assistance toward **back-owed rent accrued since April 1, 2020**;
 - 2) then apply funds to **future rent** by Tenant for the time period described in Section B above;
 - 3) then credit excess HOPE assistance to Tenant's monthly rent starting **with the next month due and continuing into future months** until all funds are applied.Note: The eviction prevention period of **Section C(2)(a)** begins the 1st of the month following the last month of credited HOPE assistance to Tenant rent.
- d. agrees to EXTEND THE LEASE for the period that the HOPE Program assistance covers, including the eviction protection period stated in **Section C(2)(a)**, the future months of assistance provided in **Section B** in the table above, and months covered by an excess rent payment. If HOPE rental assistance covers only a portion of rent for a month, the lease may not end until 60 days after the end of the month.
- e. agrees that this Agreement applies to the covered assistance period stated in Section B. If the Landlord and Tenant have another executed HOPE LTA that may overlap with the terms of this Agreement, the provisions most favorable to NCORR and the Tenant shall prevail.
- f. agrees to waive any late fees, penalties or charges (outside of rent) incurred between April 1, 2020 and 60 days from the latest month listed in **Section B(4)**.

- g. agrees to provide Tenant with a statement accounting for application of HOPE assistance to Tenant's rent owed in accordance with the process outlined in **Section C(2)(c)**.
- h. agrees that HOPE assistance may only be applied to rent and fees established by the lease while Tenant resides at the Property (excluding late fees and penalties, which must be waived by Landlord).
- i. agrees to not increase the rent or fees for the duration of the lease.
- j. agrees to maintain a safe and habitable dwelling consistent with North Carolina law and local codes, or federal law if stricter and applicable to the dwelling unit and lease.
- k. agrees to ensure, in the event that the Landlord no longer owns the property or if the lease is assigned to another by the Landlord, that the application of HOPE rent assistance and protections under this Agreement continue for the period of the lease as governed by this Agreement, and that rent payments as applicable are issued to future landlords.
- l. acknowledges that the HOPE Program is for the benefit of Tenant, and all provisions of this agreement shall be read in favor of furthering the goals of the HOPE Program to prevent evictions and provide housing stability.
- m. expressly acknowledges that THIS AGREEMENT IS AN EXPLICIT ADDENDUM TO A WRITTEN LEASE BETWEEN LANDLORD AND TENANT, OR SERVES AS A WRITTEN LEASE FOR AN INITIALLY ORAL LEASE, and is effective upon execution by both parties. If there are inconsistencies between the lease and this addendum, the terms of this addendum prevail. **Sections A and C(2)** shall be read as an attestation and obligation of Landlord as a condition of signing the LTA, so that even if this addendum is prohibited to be incorporated by law, that the effect is the same.

C(3) By signing below, Tenant:

- a. certifies that, to the best of Tenant's knowledge, the income provided in Tenant's application for assistance provides an accurate projection of annual household income and is correct as of the date of application.
- b. affirms that any other assistance received by Tenant for rent or utility assistance has been reported to the Program or shall be reported as soon as any further assistance is received.
- c. acknowledges that HOPE assistance may be subject to adjustment based on any rent and utility assistance or other duplication of benefits ("Duplication of Benefits" or "DOB") received by the Tenant regardless of when those benefits are received.
- d. assigns to NCORR all of Tenant's rights to all payments and assistance previously received for the same Property and time period that was provided through the HOPE Program that are determined by the Program to be a DOB. Any DOB which is received by Tenant after assistance is given may result in the recovery or partial recovery of the award from the Tenant.
- e. understands that if HOPE assistance does not cover total rent owed, Tenant may owe Landlord rent that is not covered by HOPE assistance or the terms of this Agreement (but Tenant shall not be subject to eviction for nonpayment of rent until after the protections from eviction provided by this Agreement end and if lawfully required).

SECTION D: Oral Leases

For oral leases, this agreement shall serve as a written lease agreement between Landlord and Tenant, and the

following must be initialed by both parties:

ALL provisions in SECTION A, Section B, and C(2) of this Agreements apply to Lease.

TERM: The term of the lease shall include the period stated in B(4), C(2)(a), and C(2)(d), and must coincide with any HOPE assistance covered period. Therefore, the lease may not end until 60 days from the latest month listed in Section B(4), plus any months where HOPE assistance is credited.

RENT: The rent amount shall be the same as the current rent amount.

NOTICE: Parties must provide 30 days' notice to terminate lease, except that Landlord shall not begin eviction or termination proceedings against Tenant during the term of the lease. Lease terminations that result in a program overpayment must be returned to the program as stated in C(2)(c).

_____ **Landlord Initials** _____ **Tenant Initials**

SECTION E: Rights and Responsibilities of NCORR Landlord and Tenant acknowledge that NC Office of Recovery and Resiliency (NCORR), the State of North Carolina and its designees may exercise whatever remedies available to seek repayment or recover HOPE assistance from Landlord or Tenant, as appropriate and at NCORR's discretion, if there is an error in calculation of the assistance based on accidental or willful misrepresentation of the facts provided in the program application, if there are funds received for the same purpose and same covered period as HOPE Program assistance, misapplication of funds, where there is a violation of HOPE program policies, breach of this Agreement, and/or fraud, waste or abuse is committed by the Landlord or Tenant. Section C(3) of the Agreement is only enforceable by NCORR and the State of North Carolina. Landlord and Tenant acknowledge that the HOPE Program and NCORR make no representation or warranty regarding the condition of any property or rental unit for which HOPE Program funds or assistance is received and that issuance of HOPE Program funding on behalf of any tenant to any landlord or property owner should not be construed as NCORR acceptance of any property condition(s) or approval of the terms of any lease that has been provided as a part of the application. NCORR has no liability or responsibility in enforcing the provisions of this agreement on behalf of either party, and shall not pay any other claim by either party to either party. The State of North Carolina, NCORR, and any agent of the HOPE Program shall not be required to join any proceedings to enforce the provisions herein against either party.

Counterparts: *This agreement may be signed (including electronically signed) in two counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.*

Landlord/Property Agent	Tenant
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____
Contact Information	Contact Information
Company Name: _____	Phone: _____
Contact Phone: _____	E-mail: _____
Mailing/Company Address: _____ _____	
Email: _____	

REMINDER: The Landlord and Tenant HOPE Program Agreement must be signed by both Tenant and Landlord before HOPE Program funds may be disbursed to Landlord. Landlord will be contacted by NCORR or a designee regarding W-9 form submittal and/or bank routing information, so accurate Landlord contact information is critical for payment to occur.

SAMPLE