



DURHAM EMEGENCY RENTAL ASSISTANCE LANDLORD TENANT AGREEMENT

I. Tenant Information:

Table with 2 columns: Tenant Name (Primary Applicant, Tenant 2-6) and empty space for information.

II. Lease Information

Complex Name if Applicable | Landlord/Property Manager Name

Rental Address:

Street Address and Unit Number (if applicable) | City, State | Zip

Lease Term (Month, Day, Year to Month, Day, Year)

Empty box for Lease Term

Type of Lease (Check One) [ ] Written [ ] Oral\* If oral, landlord and tenant understand that signing this form makes their agreement formal.

Utilities are billed and paid through landlord at a flat rate [ ] yes [ ] no. If yes, which utilities

**Request**

**This is a (Check Retroactive and/or Prospective):**

Retroactive Request (up to 12 but not prior to April 2020)

Retroactive Month  
(May include Utilities)

Rent Amount Due  
(Not to exceed 5% of rent)

Late Fee Due

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>Total Due</b>	<b>\$</b>	<b>\$</b>

Prospective Request (up to 3 months)

Prospective Month  
(May include Flat Rate Utilities)

Rent Amount Due

1.	
2.	
3.	
<b>Total Due</b>	<b>\$</b>

**Terms of Acceptance of Assistance**

In order to accept the Durham Emergency Rental Assistance Program (ERAP) assistance requested, the primary applicant tenant and the landlord must agree to the following terms and conditions:

**Landlord and Tenant: (Initials Required)**

We have reviewed the months owed and amounts due listed above and are in agreement that the information above is correct to the best of our knowledge.

\_\_\_\_\_ **Landlord Initials**      \_\_\_\_\_ **Tenant Initials**

**What This Agreement Covers:** This agreement details the rights and responsibilities of both landlord and tenant under the Durham Eviction Prevention Rental Assistance (ERAP) Program.

For the purposes of this agreement, ERAP 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 below.

**Landlord Agreements and Attestations:**

**Ownership:** I attest that I am the owner of the property, property manager, or 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 agreement relationship, wherein the tenant does not own or have any interest in the rental property.

**Providing Documentation:** I understand that I am agreeing to provide information necessary to process an application, obtain disbursement of funds, or as required for compliance monitoring or audits. This includes a W-9 form, a signed lease, including the standard lease terms (start and end date, location, occupants, and rent due), any addendums for additional occupants and/or utility charges including but not limited to internet.

**Amount Requested:** I attest that the amounts listed above do not include legal fees, court filing fees, eviction fees, insurance violation fees, fees associated with violations of the lease/property rules/requirements, maintenance fees, posting fees, fees for insufficient funds, other fees deemed unreasonable or not in line with common industry practice and any fees not included in the lease.

**Tenant Residence:** I attest that the primary applicant tenant resides in the property listed above to the best of my knowledge.

**No Other Assistance:** I attest that I as landlord have not received the benefit of any other rent relief, utility assistance, or other assistance specifically benefiting the tenant or the property for the period of assistance requested.

**Truthful Information:** I attest that the information provided on this form regarding the lease term, rent and utility charges, and late fees due is correct to the best of my knowledge, affirming under penalty of perjury that the facts set forth in these statements is true and accurate.

**A. Landlord Conditions of Acceptance:** I understand that by signing below and as a condition of accepting ERAP funds, I agree that I will abide by the following conditions:

- 1. No Eviction for 60 Days for Nonpayment:** Landlord agrees not to take any of the following actions until 60 days after any period covered by ERAP award funds 1) begin or pursue eviction proceedings against the tenant based on nonpayment of rent, 2) pursue a cause of action for collection of debt, or 3) require that the tenant vacate the property for nonpayment of rent, utilities, or other payments required by the lease.
- 2. Dismissal or Withdrawal of Actions for Nonpayment:** Landlord agrees to take any and all actions necessary to dismiss or withdraw 1) current summary ejectment proceedings (eviction) against tenant immediately upon signing this agreement, including withdrawal of a writ of possession, and/or 2) a current lawsuit for collection of any 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.
- 3. Tenancy Maintained:** Landlord agrees that ERAP assistance may only be applied to rent and fees established by the lease and deemed allowable while tenant resides at the property.
- 4. No Increase in Rent:** Landlord agrees to not increase the rent or fees for the duration of the lease (except for a public housing authority or subsidized housing provider when such rent or fee increases are required by U.S. Housing and Urban Development regulations and made in accordance with federal law).
- 5. Safe and Habitable Dwelling:** Landlord agrees to maintain a safe and habitable dwelling consistent with North Carolina law and local codes, or federal law if applicable and stricter and applicable to the dwelling unit and lease.
- 6. Change in Ownership:** Landlord agrees to ensure, in the event that landlord no longer owns the property or if lease is assigned to another, that the application of ERAP funds and protections under this agreement continue for the period of the lease as governed by this agreement.
- 7. Interpretation of Provisions:** Landlord acknowledges that ERAP is for the benefit of tenant, and all provisions of this agreement shall be read in favor of furthering the goals of ERAP to prevent evictions and provide housing stability.
- 8. Incorporation into Lease:** Landlord expressly acknowledges that this section IV and IV(B) OF THIS AGREEMENT IS AN EXPLICIT ADDENDUM TO THE LEASE BETWEEN LANDLORD AND TENANT. If there are inconsistencies between the lease and this addendum, the terms of this addendum prevail. Section IV(1)(B) shall further be read as an attestation and obligation of landlord as a condition of receiving ERAP funds, so that even if this addendum is prohibited to be incorporated by law, that the effect is the same.

**B. Tenant Conditions of Acceptance:** I understand that by signing below and as a condition of accepting ERAP funds, I agree that I will abide by the following conditions:

**1. Partial Payment:** Tenant understands that if ERAP funds do not cover the total rent owed, tenant may owe landlord rent that is not covered by ERAP funds or the terms of this agreement (but not until after the protections.

**C: Oral Lease at Time of ERAP Application:** If there is no written lease between landlord and tenant, this agreement shall serve as a written lease agreement between landlord and tenant:

**Applicable Provisions:** All provisions in section IV and IV(1)(B) of this agreement apply to lease.

**Term:** The term of the lease shall include the covered assistance period.

**Rent:** The rent amount shall be the amount stated in "Rent Amount Due" in section III.

**NOTICE:** Parties must provide 30-day notice to terminate lease, except that landlord shall not evict or terminate tenancy of tenant during the period stated in Section IV(B)1

(Only Required if Oral Lease) \_\_\_\_\_ **Landlord Initials**      \_\_\_\_\_ **Tenant Initials**

**D: Rights and Responsibilities of Durham Emergency Rental Assistance Program (ERAP)**

Landlord and Tenant acknowledge that ERAP and its designees may exercise whatever remedies available to seek repayment or recapture of grant funds from landlord or tenant, as appropriate and at ERAP's discretion.

Landlord and Tenant acknowledge that the Durham Emergency Rental Assistance Program (ERAP) makes no representation or warranty regarding the condition of any property or rental unit for which ERAP funds or assistance is received and that issuance of ERAP funding on behalf of any tenant to any landlord or property owner should not be construed as ERAP acceptance of any property condition(s) or approval of the terms of any lease that has been provided as a part of the application.

ERAP 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. ERAP shall not be required to join any proceedings to enforce the provisions herein against either party.

**E. Counterparts**

This agreement may be executed (including electronically executed) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

**F. Signatures (Signatures Required)**

Landlord/Property Agent

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

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

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

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

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

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

*REMINDER: The Durham ERAP Landlord and Tenant Agreement must be fully executed before ERAP funds may be disbursed to landlord.*