



# Central Virginia CONTINUUM OF CARE

## Memorandum of Understanding

**Date:** \_\_\_\_\_ **Program:** \_\_\_\_\_

**Organization:** \_\_\_\_\_ **Organization Phone:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Program Staff:** \_\_\_\_\_ **Program Staff Contact:** \_\_\_\_\_

**Landlord Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

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

**Tenant Name:** \_\_\_\_\_ **Unit Address:** \_\_\_\_\_

This Memorandum of Understanding (MOU) is issued between the above named Landlord and the above named Tenant at the addresses listed above per the terms of the executed lease. This agreement is to provide financial assistance to the Tenant in order to lease a decent, safe, and sanitary dwelling unit from the Landlord. The Program will make rental assistance payments to the Landlord on behalf of the Tenant in accordance with this agreement. Additionally, the Landlord will have access to assigned program staff to mediate, as a third party, any disputes that may arise. The Tenant will work with the program staff to address barriers to housing stability and the practices of being a good tenant and neighbor. The monthly assistance amount is determined by the program staff based upon the guidelines of the program.

The participating Landlord agrees to allow an inspection of the unit to ensure that the unit meets the minimum Habitability Standards and/or HUD Housing Quality Standards as required by grant guidelines. In the event that upgrades need to be made to secure approval for the unit, the Landlord agrees to make such improvements in a reasonable amount of time to be determined by the Program.

The Program agrees to subsidize the rent for the eligible Tenant listed above in the amount listed on page 2 of this agreement. The following conditions apply:

1. Said lease is between the Tenant and the Landlord. The Program cannot be held liable or accountable for any violations of the lease agreement by the Tenant.
2. The Program cannot be held accountable for damages resulting from natural or other causes of disaster or other state of emergency. The Landlord is responsible for maintaining adequate insurance coverage of the unit.
3. If the Program pays the security deposit the Landlord agrees to return said deposit to the Tenant less any deductions or unpaid rent after tenancy of the unit ends. The Program cannot be held accountable for damages caused by the Tenant that equals more than the security deposit paid by the Tenant or the Program. All damages in excess of the security deposit are the sole responsibility of the Tenant.
4. The Program is not accountable for the Tenant's rent portion and non-payment of the Tenant's portion will be viewed as violation of the Lease Agreement and thus enact condition #1 outlined above.
5. The Program cannot be held accountable in the event grant funding is not available.

6. Method of Payment: The Program will make rental payments on or about the 5<sup>th</sup> day of every month. Tenant payments should also be received on or about the 5<sup>th</sup> day of each month or in accordance with the lease agreement. Should Tenant payment not be made in a reasonable manner, The Program should be notified by the Landlord immediately. The Tenant is responsible for all late fees and/or legal fees associated with the late payment.
7. The Program reserves the right to withhold payments under conditions of non-compliance with the contract or if the unit does not meet Habitability Standards or HUD Housing Quality Standards as outlined by program grant guidelines. The property must be maintained in accordance with these standards.
8. The Program reserves the right to terminate this agreement for rental assistance after executing a 30-day written notice to the Landlord and Tenant.
9. The Landlord must notify The Program immediately in the event that any other forms of rental assistance/subsidy has been received by the Landlord on behalf of the Tenant.

Based on the calculations as provided in the grant guidelines, the amounts to be paid each month are as follows (this will be assessed on an ongoing basis, and may extend beyond the initial 3 months depending on Tenant need):

	<b>Program Responsibility</b>	<b>Tenant Responsibility</b>
Security Deposit		
1 <sup>st</sup> Month		
2 <sup>nd</sup> Month		
3 <sup>rd</sup> Month		

*The Program operates in compliance with all Federal, State, and local rules and regulations. The Program’s activities are in accordance with the Federal Fair Housing Act, the Virginia Fair Housing Law, Title 36, Chapter 5, Code of Virginia; which makes it illegal to advertise “any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, national origin or elderliness, or an intention to make any such preference, limitation or discrimination.” The Program makes every effort to “affirmatively further” Fair Housing and operates in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, Section 504, as amended and incorporated into the National Affordable Housing Act, Section 282, which states, “no otherwise qualified handicapped individual in the United States, as defined by Section (7) shall, solely by reason of handicap, be excluded from the participation, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”*

\_\_\_\_\_  
*Landlord Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Tenant Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Program Representative Signature*

\_\_\_\_\_  
*Date*