

**ACDS Eviction Prevention Program
SAMPLE COPY – NOT FOR USE**

Date:
Tenant Name:
Landlord:
Property Address:
<u>ARREARS</u>
Rental Arrears to be Paid (incl. utility arrears included in rent): \$
Payment for Arrears Covers the Following Months:
<u>PROSPECTIVE (FUTURE) RENT</u>
Tenant’s Total Monthly Rent: \$ /month
EPP Rental Assistance to be Paid by ACDS for 3-month Period: (monthly rent x 3 months): \$
EPP Utility Assistance to be Paid with Rent for 3-month period: (<input type="checkbox"/> actual, or <input type="checkbox"/> estimated): \$
Share of Monthly Rent to be Paid by Tenant (if any): \$ /month
Initial Months to be Covered by Rental Assistance Payments:
NOTE: Monthly rental assistance, including utilities, may be renewed in three month increments, subject to Tenant eligibility and funding availability.
<u>TOTAL PAYMENT</u>
Total Arrears + Prospective Rent + Prospective Utilities: \$

Landlord Certification and Agreement

The Tenant named above applied for and was found eligible for participation in the Eviction Prevention Program (EPP) administered by Arundel Community Development Services, Inc. (ACDS). The Tenant has been approved for:

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- Payment for rental arrears and utility arrears, if any, that are part of Tenant's rent, in the amount noted above, covering the months noted above.

Upon Landlord's acceptance of this Agreement, ACDS will forward payment for arrears directly to Landlord in as close to 14 days from receipt of this signed Agreement as possible, if not sooner.

- Prospective rental assistance in the amount noted above, covering the months noted above. If utility costs included in Tenant's rent are a fixed amount, that amount will be paid with the payment for prospective rent. If utility costs vary monthly, payment will be made in the estimated amount above, and Landlord may submit a statement for payment of any remaining balance at the end of the three-month period.

If the Tenant remains eligible and applies for additional assistance, prospective rental assistance, including utilities included in Tenant's rent, will be approved in additional three month increments so long as funding is available.

Upon Landlord's acceptance of this Agreement, ACDS will forward a lump sum amount for three months' rent in the amount noted above directly to the landlord for the initial covered months and in the amounts billed by the Landlord for any additional months for which the Tenant is approved, subject to the availability of funding. ACDS will make payments by or as close to the first day of the first month of each covered period as possible.

In consideration for the Eviction Prevention Program payment(s) noted above, I, the undersigned Landlord or Authorized Agent for Landlord, certify and agree as follows:

I CERTIFY that:

1. I am the owner of the property listed above or the authorized agent for the owner, and I have an agreement with the Tenant to rent the property listed above to the Tenant.
2. If the Eviction Prevention Program is paying Rental Arrears on behalf of the Tenant, then I certify the amount noted above is the total amount due from the Tenant as of the date of this Agreement, less any late fees or penalties related to late payment of rent.
3. If the Eviction Prevention Program is providing Prospective Monthly Rental Assistance, then I certify the Tenant's total monthly rent noted above is the true and accurate amount of monthly rent the Tenant is obligated to pay on the property listed above.
4. I have not received nor am I in the process of seeking partial or full payment for unpaid rent covered by any rental assistance payments covered by this Agreement.

I AGREE to the following terms required for Landlord participation in the ACDS Eviction Prevention Program:

1. For Payment of Rental Arrears:

- a. I agree that all late fees and penalties related to late payment of rent owed by the Tenant are waived and that the payment of Rental Arrears noted in this Agreement relieves the Tenant from any claims related to past due rent which originate prior to the date of this Agreement.
- b. I agree that I will not sue to evict Tenant for Tenant Holding Over for at least three months after the date of this Agreement. I understand this Agreement does not prevent me from suing to evict Tenant for Failure to Pay Rent or Breach of Lease in the three months following the date of this Agreement if circumstances warrant such action.

2. For Payment of Prospective Rental Assistance:

- a. Landlord will provide ACDS with a billing statement for the three-month period listed in this Agreement at least two weeks prior to the first month of coverage to enable ACDS to provide payment by or as close as possible to the due date. The initial billing statement from the Landlord shall reflect the amounts listed above on this Agreement.
- b. If the Tenant is approved for additional three-month prospective rent payments, Landlord will provide ACDS with a billing statement for each additional three-month period at least two weeks prior to the due date of the first month of coverage to enable ACDS to provide payment by or as close as possible to the due date. (This is to allow ACDS time to turn around rental payments in a timely fashion.)
- c. All terms of this Agreement shall apply to additional three-month periods for prospective rent for which Landlord submits billing statements and accepts payment.
- d. Landlord will not charge or collect any late fees or any other costs, fees, charges or penalties from the ACDS EPP or the Tenant for late rent that may occur while Tenant is receiving monthly rental assistance. (ACDS will attempt to make payments as close to the 1st day of the 1st month of each period of coverage.)
- e. Landlord will not sue or otherwise attempt to evict the Tenant for "Tenant Holding Over" while Tenant is receiving monthly rental assistance, regardless of the expiration of Tenant's lease term or if Tenant's lease is month-to-month.

- f. This Agreement does not prevent Landlord from suing to evict Tenant for any reason other than Tenant Holding Over. However, Landlord will promptly notify ACDS if Landlord sues to evict Tenant for any other reason while Tenant is receiving Prospective Monthly Rental Assistance Payments or if Landlord becomes aware that Tenant has moved out of the property listed in this Agreement.
 - g. If Landlord becomes aware that Tenant has moved out of the property, Landlord shall not charge or accept payment from ACDS for any months after the Tenant's departure.
3. Landlord shall promptly and voluntarily return all EPP rental assistance paid by ACDS on behalf of Tenant if Landlord fails to comply with any of the terms of this Agreement.

I, the undersigned Landlord or Authorized Agent for the Landlord, have reviewed the foregoing Landlord Certification and Agreement. I certify that the representations made herein are accurate to the best of my knowledge, and I agree to the terms set forth herein as requirements for Landlord participation in the ACDS Eviction Prevention Program. If I am signing as an Authorized Agent of the Landlord, I certify that I have authority to sign on behalf of and to bind the Landlord.

Printed Name of Landlord or Name and Title of Landlord's Authorized Agent

Signature of Landlord or Landlord's Authorized Agent

Date