

**EMERGENCY SHELTER GRANT (ESG) / ESG-COVID (ESG-CV) /
ND HOMELESS GRANT (NDHG) RENTAL ASSISTANCE AGREEMENT**

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 62097 (10/21)

The purpose of this agreement is to assist the Program Participant (Tenant/ Leaseholder) identified below to lease, or maintain a lease, in a rental unit that meets conditions in the ESG Interim Rules and Regulations from the Owner/Landlord. The Agency administering the Emergency Solutions Grant Program (ESG), Emergency Solutions Grant – COVID Program (ESG-CV), and/or North Dakota Homeless Grant Program (NDHG) will make Rapid Re-Housing or Homeless Prevention rental assistance payments to the Owner/Landlord on behalf of the Program Participant in accordance with this Agreement. *Please note: This agreement does not take place of the lease, or vice versa.*

Agency Information

Agency Name	Instrument Number		
Address	City	State	ZIP Code

Please complete the information for the Owner/Landlord that will be receiving Rental Assistance payments on behalf of the Program Participant (Tenant/ Leaseholder) named below.

Owner/Landlord Information

Owner/ Landlord Name	Property Name (if applicable)		
Address	City	State	ZIP Code

Please complete the information for the Program Participant rental unit in which the Program Participant currently resides or plans to move into.

Program Participant (Tenant/ Leaseholder) Information

Program Participant Name			
Address	City	State	ZIP Code
Reason for Requesting ESG/ESG-CV/NDHG Assistance <input type="checkbox"/> Currently Homeless <input type="checkbox"/> Facing Eviction <input type="checkbox"/> Received an Eviction Notice <input type="checkbox"/> Other (Please explain)			

This Agreement is entered into between the Agency and the Owner/Landlord identified in the Agency Information and Owner/Landlord Information of this Agreement. This Agreement applies only to the Program Participant and Address identified in the Program Participant (Tenant/Leaseholder) Information of this Agreement.

TERM OF THE AGREEMENT

This Agreement shall begin on _____ and shall continue on a month-to-month basis until all promised payments are received or terminated by the Agency.

Please note: For project-based rental assistance, the initial term of the rental assistance agreement must be 1 year. For tenant-based rental assistance, recipients/subrecipients should establish the term of the rental assistance agreement for the time they anticipate providing assistance.

RENTAL ASSISTANCE INFORMATION

Please complete the Rental Assistance Information for the assistance being provided.

Please choose funding program: <input type="checkbox"/> Emergency Solution Grant Program (ESG) <input type="checkbox"/> Emergency Solution Grant – Covid Program (ESG-CV) <input type="checkbox"/> North Dakota Homeless Grant Program (NDHG)	Please choose activity: <input type="checkbox"/> Homeless Prevention (ESG and/or NDHG only) <input type="checkbox"/> Rapid Re-housing	Please choose service and complete information to the right. <input type="checkbox"/> Housing Relocation and Stabilization Services	Rental Application Fees \$ _____
			Security Deposit \$ _____
			Last month's rent \$ _____
			Utility Deposit \$ _____
			Utility Payments \$ _____
			Moving Costs \$ _____
			Housing Search and Placement \$ _____
			Housing Stability Case Management \$ _____
			Mediation \$ _____
			Legal Services \$ _____
		Credit Repair \$ _____	
		<input type="checkbox"/> Short-term and Medium-term Rental Assistance <input type="checkbox"/> Project-Based <input type="checkbox"/> Tenant-Based	Rental Assistance \$ _____
			For the months of: _____

Rental Arrears \$ _____			
For the months of: _____			

Late Fees \$ _____			

Please note: If assistance is being provided by two or more ESG, ESG-CV, and/or NDHG funds, please identify which funds are being used for what activity.

Please note: Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance or receiving replacement housing payments under the URA. [§576.106(c)]

COST SHARE REQUIREMENT

Does the Agency require Program Participants to pay a portion of the monthly rental cost? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the Program Participant's Required Cost Share? \$ _____ <i>Please note: If the Program Participant is required to pay a portion of the monthly rent cost, the Agency must have written policies and procedures for determining the program participant's portion. [§ 576.106 (b)]</i>
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Payment Due Date As stated in the Program Participant's lease: [§ 576.106 (f)]

Payment Due Date	Grace Period for Payment
Late Payment penalty requirements are	

AGREEMENT PROVISIONS

- Eviction Notices: The Landlord/Owner is required to give the Agency a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant, as indicated in §576.106(e).
- Late Payments: If the Agency incurs late payment penalties, it is the sole responsibility of the Agency to pay those penalties using non-ESG funds, as indicated in [§ 576.106 (f)]
- Termination: When providing tenant-based rental assistance, the rental assistance agreement with the owner must terminate and no further rental assistance payments may be made under that agreement if: the program participant moves out of the housing unit; the lease terminates and is not renewed; or the program participant becomes ineligible to receive ESG rental assistance. As indicated in [§ 576.106 (h)(3)]

**VIOLENCE, DATING VIOLENCE
OR STALKING**

**U.S. Department of Housing
and Urban Development**
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

**LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, 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 protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant Signature	Date
Landlord Signature	Date

AGENCY CHECKLIST

Item to be completed	Yes, this item has been completed.	No, this item has not been completed.
The Program Participant meets all eligibility requirements needed to receive ESG, ESG-CV, and/or NDHG Assistance. This documentation is on file at the Agency.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The Program Participant's Address has met the elements on the ESG/ESG-CV/NDHG Housing Habitability Standards Inspection (SFN 61266) This documentation is on file at the Agency.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The Program Participant has been entered into HMIS or a comparable database (victim service providers only).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
All supporting documentation listed on the ESG/ESG-CV/NDHG Required Supporting Documentation has been obtained and will be submitted to the Division of Community Services with the Request for Funds.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you answered "No" to any of the above Items, please explain.		

By signing below, I certify that I have read and understand the requirements necessary to receive ESG/ESG-CV/NDHG Rental Assistance.	
Landlord	Date
Program Participant	Date
Agency Representative	Date
Agency Representative (Please print name)	