| **Administrator:**  | **Contract/RSP Number:** |
| --- | --- |
| **Tenant Name:**  |
| **Unit Address:**  | **Number of Bedrooms:**  |
| **Landlord Name:**  | **Property Name:**  |
| **Landlord Address:**  | **Phone:**  |

This Rental Coupon Contract applies only to the above-referenced Tenant household and rental unit.

Assistance under the HOME Tenant-Based Rental Assistance (TBRA) program is not guaranteed. Assistance may be terminated if:

* At any re-examination Tenant’s income is greater than the published income limit for the program; or
* Tenant is evicted from the assisted unit; or
* Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate; or
* Funding for the Administrator’s HOME TBRA program is terminated.

In the event of termination of TBRA assistance, the Administrator will provide at least thirty (30) days notice to Tenant.

**Inspector’s Certification:**

As authorized representative of the above-referenced Administrator, I hereby certify that the above-referenced rental unit has been inspected in accordance with requirements of Texas Department of Housing and Community Affairs (TDHCA) and the United States Department of Housing and Urban Development (HUD). The rental unit complies with Housing Quality Standards (HQS) or the National Standards for the Physical Inspection of Real Estate (NSPIRE), whichever standards is applicable at the time of signature, and will provide a decent, safe, and sanitary living environment for Tenant. I further certify that all inspection documentation and HQS/NSPIRE verifications are retained in Administrator’s records in accordance with TDHCA requirements.

 Signature of Inspector Date of Inspection Approval

**A. Term of Contract**

1. The term of this Rental Coupon Contract begins on **/****/** and ends on **/     /**.

**B. Security Deposit**

1. Administrator will pay a Security Deposit to Landlord in the amount of **$ .**
2. Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated to be effective on **/     /**. Landlord will comply with state and local laws regarding interest earned on Security Deposits.
3. After Tenant has moved from the rental unit, Landlord may, subject to state and local law, use the Security Deposit, including any interest earned on the deposit in accordance with state and local laws, as reimbursement for rent or any other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and the amount allocated to each item. After deducting the amount used as reimbursement to Landlord, Landlord will promptly refund the full amount of any remaining balance to Tenant.
4. Landlord will immediately notify Administrator when Tenant has moved from the rental unit.

C. **Utility Deposit**

1. Administrator will pay a Utility Deposit to the utility provider in the amount of **$ .**

2. The utility provider will hold this Utility Deposit during the period in which Tenant occupies the rental unit under the Lease. After Tenant has moved from the rental unit, the utility provider may use the Utility Deposit as reimbursement for amounts owed to utility provider. After deducting the amounts owed, the utility provider will promptly refund the full amount of any remaining Utility Deposit balance to Tenant.

D**. Rent and Amounts Payable by Tenant and Administrator**

 1*.* **Contract Rent**: The monthly rent payable to Landlord for the term of this Rental Coupon Contract is

 **$**  .

2.**Rent Adjustments:** With no less than sixty (60) days notice to Tenant and Administrator, Landlord may propose a reasonable rent adjustment to be effective following termination of this Rental Coupon Contract. The proposed rent may be rejected by either Tenant or Administrator. Tenant may reject the proposed rent by providing both Landlord and Administrator with a written thirty (30) day Notice of Intent to Vacate. Administrator may reject the proposed rent by providing both Landlord and Tenant thirty (30) days notice of intent to terminate the Rental Coupon Contract.

3.**Tenant Payment:** Initially, and until such time as both Landlord and Tenant are notified by Contract

Administrator, Tenant’s share of the **Contract Rent** will be **$**  .

4.**Utility Subsidy**: The monthly Utility Reimbursement determined for Tenant will be

**$** .

5.**HOME Subsidy Payment to Landlord**: Initially, and until such time as both Landlord and Tenant are notified by Administrator, Contract Administrator’s share of the Contract Rent (rent payable to landlord) subsidy will be **$**  . Neither Administrator nor Texas Department of Housing and Community Affairs (TDHCA) nor the United States Department of Housing and Urban Development (HUD) assumes any obligation for Tenant’s rent or for payment of any claim by Landlord against Tenant. Administrator’s obligation is limited to making rental payments on behalf of Tenant in accordance with this Rental Coupon Contract.

6. Payment Conditions. The right of Landlord to receive payments under this Rental Coupon Contract will be subject to compliance with all the provisions of the Rental Coupon Contract. Landlord will be paid under this Rental Coupon Contract on or about the first day of the month for which the payment is due. Landlord agrees that the endorsement on the check will be conclusive evidence that Landlord received the full amount due for the month, and will be a certification that:

(a) The rental unit is in decent, safe, and sanitary condition in compliance with Housing Quality Standards (HQS) or National Standards for the Physical Inspection of Real Estate (NSPIRE), whichever is in effect at time of signature and that Landlord is providing the services, maintenance, and utilities agreed to in the Lease; and

(b) The Contract unit is leased to and occupied by Tenant; and

(c) Landlord has not received and will not receive any payments as rent for the rental unit other than those identified in this Rental Coupon Contract; and

(d) To the best of Landlord’s knowledge, the unit is used solely as the principal place of residence of Tenant and his/her household.

E.  **Housing Quality Standards (HQS) and Landlord-Provided Services**

1. Landlord agrees to maintain and operate the rental unit and related facilities in decent, safe, and sanitary housing in accordance with 24 CFR Section 982.401, Housing Quality Standards (HQS) or National Standards for the Physical Inspection of Real Estate (NSPIRE), whichever is in effect at time of signature, and provide all of the services, maintenance and utilities agreed to in the Lease.
2. Administrator and/or TDHCA will have the right to inspect the rental unit and related facilities at least annually and at such other times as may be necessary to ensure the unit is in decent, safe, and sanitary condition, and that it is in compliance with HQS or NSPIRE, whichever is in effect at time of signature, and that required maintenance, services and utilities are provided.
3. If Administrator and/or TDHCA determine that Landlord is not meeting these obligations, Administrator and/or TDHCA will have the right, even if Tenant continues in occupancy, to terminate payment of Administrator’s share of the rent and/or terminate this Rental Coupon Contract.

F. **Lead-Based Paint**

1. All housing constructed before 1978 is affected by Lead-Based Paint (LBP) regulations.
2. Notification: Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead hazard-reduction activities. Multiple notifications may be required. Landlord must provide to Tenant the HUD pamphlet “Protect Your Family From Lead in Your Home” (TDHCA Appendix A-16 Lead-Based Paint, available in English and Spanish).
3. Disclosure: Landlord must inform Tenant regarding presence (or non-presence) of lead-based paint by providing the HUD notice “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” (TDHCA Form 12.02 – Lessor Disclosure of Lead-Based Paint, available in English and Spanish) and obtaining Tenant’s initials and signature(s) in the appropriate sections.

G. **Termination of Tenancy**

1. Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify Contract Administrator in writing when eviction proceedings are begun. Landlord will provide Administrator with a copy of the required notices to Tenant.

H**. Fair Housing Requirements**

1. Non-discrimination. Landlord will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, handicap, or familial status. The obligation of Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, the United States Department of Housing and Urban Development, and Administrator, any of which will be entitled to effect any of the remedies available by law to redress any breach or to compel compliance by Landlord.
2. Cooperation in Quality Opportunity Compliance Reviews. Landlord will comply with Administrator, TDHCA, and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

I. **Administrator and HUD Access to Landlord Records**

1. Landlord will provide any information pertinent to this Rental Coupon Contract that Administrator, TDHCA, or HUD may reasonably require.
2. Landlord will permit Administrator, TDHCA, or HUD (or any of their authorized representatives) to have access to the premises for purposes of audit and examination and to have access to any books, documents, papers and records of Landlord to the extent necessary to determine compliance with this Rental Coupon Contract.

J. **Rights of Administrator if Landlord Breaches the Rental Coupon Contract**

1. Any of the following will constitute a breach of this Rental Coupon Contract:
2. If Landlord has violated any obligation under this Rental Coupon Contract; or
3. If Landlord has demonstrated any intention to violate any obligation under this Rental Coupon Contract; or
4. If Landlord has committed any fraud or made any false statement in connection with this Rental Coupon Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program.
5. Administrator’s rights and remedies under this Rental Coupon Contract include recovery of overpayments, termination or reduction of payments, and termination of the Rental Coupon Contract. If Administrator determines that a breach has occurred, Administrator may exercise any of its rights or remedies under this Rental Coupon Contract. Administrator will notify Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by Administrator to Landlord may require Landlord to take corrective action by a time prescribed in the notice.
6. Any remedies employed by Administrator in accordance with this Rental Coupon Contract will be effective as provided in a written notice by Administrator to Landlord. Administrator’s exercise or non-exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time.

K. **Administrator’s Relation to Third Parties**

1. Administrator does not assume any responsibility for, or liability to, any person injured as a result of Landlord’s action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by Landlord.
2. Landlord is not the agent of Administrator and this Rental Coupon Contract does not create any relationship between Administrator and any lender to Landlord or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Rental Coupon Contract.
3. Nothing in this Rental Coupon Contract will be construed as creating any right of Tenant or a third-party (other than HUD) to enforce any provision of this Rental Coupon Contract or to assess any claim against HUD, Administrator, or Landlord under this Rental Coupon Contract.

L. **Conflict of Interest Provision**

1. No employee of Administrator who formulates policy or influences decisions with respect to the HOME TBRA program, and no public official or member of a governing body or state or local legislator who exercises his/her functions or responsibilities with respect to the HOME TBRA program, will have any direct or indirect interest during this person’s tenure or for one year thereafter, in this Rental Coupon Contract or in any proceeds or benefits arising from the Rental Coupon Contract or to any benefits which may arise from it.

M. **Transfer of the Contract**

1. Landlord will not transfer this Rental Coupon Contract in any form.

N. **Entire Agreement: Interpretation**

1. This Rental Coupon Contract contains the entire agreement between Landlord and Administrator. No changes in this Rental Coupon Contract will be made except in writing signed by both Landlord and Administrator.
2. This Rental Coupon Contract will be interpreted and implemented in accordance with HUD requirements.

O. **Warranty of Legal Capacity and Condition of Unit**

1. Landlord warrants:
2. The rental unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109 and in compliance with HQS or NSPIRE, whichever is in effect at time of signature, and
3. Landlord has the legal right to lease the dwelling unit covered by this Rental Coupon Contract during the Rental Coupon Contract term.
4. The party, if any, executing this Rental Coupon Contract on behalf of Landlord, hereby warrants that such authorization has been given by Landlord to execute it on behalf of Landlord.

**NOTICE TO TBRA APPLICANTS:**

**• To be eligible to receive rental assistance through the HOME TBRA Program, Applicant must participate in a self-sufficiency program which is authorized and/or conducted by the Administrator.**

**• Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months per Rental Coupon Contract. Additional assistance may be available up to a lifetime maximum of sixty (60) months contingent on funding availability and household’s placement on a Section 8 Housing Choice Voucher waiting list.**

 **(Applicant’s Initials)**

|  |  |  |
| --- | --- | --- |
| **Signature of Tenant** |  | **Date** |
| **Signature of Tenant** |  | **Date** |
| **Signature of Tenant** |  | **Date** |
| **Signature of Landlord** |  | **Date** |
| **Signature of Administrator** |  | **Date** |

**WARNING: Title 18, Section 1001 of the U. S. Code provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than $10,000 or imprisoned for not more than five years, or both.**