

## Landlord Information and Authorization to Lease Whatcom Homeless Service Center

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

Make Check Payable to: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Lease start date: \_\_\_\_\_

Thank you for your interest in the Whatcom Homeless Service Center (WHSC). WHSC provides families with rental assistance, and links them to ongoing case management support, to help ensure their housing stability. After reading the information below, if you have questions, please contact WHSC at 360/255-2091. If you agree to rent a unit to this household, please read and sign the attached **Authorization to Lease** form to participate in the program. After we receive your application, we will contact you to arrange an inspection, verify move-in dates and requirements, and complete any additional paperwork.

### **Condition and Terms of Rental Assistance:**

**1. Lease Term.** The tenant will sign a lease with the landlord, and the landlord will in turn sign an authorization to lease indicating the landlord agrees to the terms of the program. Tenants are subject to the landlord's screening criteria.

**2. Rent Amount:** I certify that the rent on the unit is at or below %110 of the local Fair Market Value, which for this tenant is: \$ \_\_\_\_\_.

**2. Rent Payment.** The landlord must agree to accept a portion of the rent from the Whatcom Homeless Service Center, as spelled out in the Landlord Authorization to Lease. The other portion is paid by the tenant to equal the full rent amount. Utilities are paid by client, unless included in the amount of rent.

**3. Inspections:** I authorize a Housing Quality / Housing Standards inspector to confirm that the unit meets the program's Housing Quality Standards, and I agree to maintain the standards during the term of the lease. Unit must pass inspection before assistance payment from WHSC can be dispersed to landlord.

**4. Payment.** The WHSC assistance check is sent directly to the Landlord by the 3rd of each month in which rent is due. (There may be some delays in the first month to allow time for setting up the account.) Again, the Tenant will pay his or her portion of the rent directly to the landlord.

**5. Fair Housing Practices.** Federal laws prohibit discrimination of renters based on race, color, sex, sexual orientation, religion, national origin, marital status, age, ability to pay, or disability.

**6. Landlord Support.** The Whatcom Homeless Service Center will assign a case manager to the Tenant, to help ensure long-term housing stability. Homeless Service Center staff will also be available to help support the landlord. If you have questions or concerns, please contact \_\_\_\_\_ on our WHSC staff at 360/ 255-2091.

**7. Lease and Lease Addendums:** I have attached my proposed lease and agree to use a **lease addendum** provided by the Whatcom Homeless Service Center for any subsequent changes.

**8. Providing Notice.** The landlord must notify the Whatcom Homeless Service Center in writing within three days when the tenant family gives notice to vacate the property, vacates without notice, or the unit is considered abandoned, if WHSC has agreed to make future payments. Landlord will also notify case manager/ WHSC of any issues related to tenant that might cause eventual eviction/ lease termination.

**9. Termination of Assistance:** The contractual relationship is between the Whatcom Homeless Service Center and the participating tenant. The Whatcom Homeless Service Center reserves the right to discontinue the assistance in the event that the tenant does not meet their contractual program obligations. The Whatcom Homeless Service Center will provide written notice to the tenant and landlord thirty days in advance of any termination. The withdrawal of assistance does not impose a liability on the Whatcom Homeless Service Center under the lease between the tenant and the landlord.

**10. Prohibited Lease Provisions:** Notwithstanding anything to the contrary contained in the lease, any provision of the lease which falls within the classification below shall be inapplicable:

- (1) **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (2) **Treatment of Property.** Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law;
- (3) **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.
- (5) **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (6) **Waiver of a jury trial.** Agreement by the tenant to waive any right to a trial by jury;
- (7) **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- (8) **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

**[ Tenant Payment Plan Goes Here ]**

