**EMERGENCY SOLUTIONS GRANT PROGRAM**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ESG SUB-RECIPIENT (AGENCY) AND OWNER OF HOUSING UNIT (LANDLORD)**

THIS MEMORANDUM OF UNDERSTANDING is entered into the first day of business activity between the parties of this agreement, which is the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 201\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein called “Agency”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein called “Landlord”).

The Agency receives federal funds in order to administer a housing assistance program for homeless and at-risk of homelessness individuals and families. The Rental Assistance Program is for program participants who are homeless, and those at imminent risk of homelessness. The program may provide for rental assistance subsidy for up to 24 months, including 6 months of rental arrears; and may also include security deposits, utility deposits, and utility assistance.

Based upon each individual program criteria the parties of this Memorandum of Understanding agree:

Agency shall:

1. Provide written or verbal notification to the landlord on the program which the potential tenant has qualified, including anticipated length of assistance;
2. Provide written or verbal notification of the type and amount of assistance available for the tenant, including the amount of ongoing monthly rental subsidy to be provided, if applicable;
3. Pay the amount of agreed subsidy within \_\_\_\_\_\_\_ business days of entry into the program;
4. If applicable, pay the monthly subsidy amount by the first of each month or the date specified in the lease agreement;
5. Follow up with the tenant each month as required by program regulations to help assure housing success and good tenant/landlord relations;
6. Provide written or verbal notification of the termination of a tenant from the housing program within 5 business days of determination.

Landlord shall:

1. Provide tenant with a clean, safe housing unit that is well maintained;
2. Follow federal Fair Housing regulations;
3. Follow state residential agreement laws and regulations;
4. Accept payment via check from the Agency;
5. Provide statement of assurance that the housing unit is free of lead-based paint hazards or that the unit was constructed after 1978;
6. Provide a copy of the rental lease agreement to the Agency, if applicable;
7. Notify the Agency if other subsidies for same costs are received on behalf of the tenant;
8. Notify the Agency if any of the following situations occur: a) Change in lease; or b) Other adults 18 years of age or older have moved into the unit but are not on the lease;
9. Notify the Agency if issues warrant an eviction process;
10. Upon move-out, provide the Agency with an accounting of charges deducted from security deposits paid by the Agency at move-in, if applicable;

This agreement shall remain in effect until termination. Termination of the MOU shall be by 30 days written notification by one or both parties of this agreement. No “just cause” shall be accepted for termination.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Landlord Signature Agency Authorized Representative Signature

Company/Landlord Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_