

EMERGENCY SOLUTIONS GRANT (ESG) RENTAL ASSISTANCE AGREEMENT

An ESG grant from the U. S. Department of Housing and Urban Development was provided to the Georgia Department of Community Affairs and sub-awarded to the following service agency: _____ (“Agency”).

Through this agreement, rental assistance is being provided to _____ (“Owner”) on behalf of the following individual or head of household:

Name of program participant: _____ (“Tenant”)

For the following address: _____

Unit number: _____

Name of apartment complex, as applicable: _____

Monthly rent for this unit is \$ _____. Agency shall make payment to Owner by the _____ day of the month every month. Payments received after the _____ day of the month will be penalized with a late fee in the amount of \$ _____. (note: the due date, any grace period, and late payment penalty must be consistent with the terms of the Tenant’s lease [24 CFR 576.106(f)])

Term of Agreement (dates) _____

This agreement shall automatically terminate and no further rental assistance payments under this agreement may be made if: (i) Tenant moves out of the housing unit for which the Tenant has a lease; (ii) The lease terminates and is not renewed; or (iii) Tenant becomes ineligible to receive ESG rental assistance. [24 CFR 576.106(h)(3).]

During the term of the agreement, Owner must give Agency a copy of any notice to Tenant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against Tenant. [24 CFR 576.106(e).]

VAWA Protections. Owner agrees to abide by the following requirements:

a. Owner shall **not**:

- i. Evict or otherwise deny assistance to Tenant on the basis or as a direct result of the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking *Exception: Owner may evict upon showing that an actual and imminent threat¹ to other tenants or those employed at or providing service to the property would be present if Tenant is not evicted. Owner must document or otherwise be able to prove the actual and imminent threat based on words, gestures, actions or other indicators. Owner may only use eviction in this situation when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring Tenant to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.*
- ii. Deny tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking if: (1) the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and (2) the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
- iii. Construe an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as: (1) a serious or repeated violation of the lease by the victim or threatened victim of such incident or

¹ Actual and imminent threat is a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

(2) good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.

- b. Owner shall immediately notify Agency upon giving notification of eviction to Tenant so that Agency can provide HUD’s notice of occupancy rights under VAWA and certification form to Tenant.
- c. This Agreement shall not limit Owner in complying with a court order regarding (i) the rights or access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking or (ii) the distribution or possession of property among members of a household.
- d. If Tenant requests VAWA protections from Owner, Owner will immediately notify Agency. Agency may request documentation from Tenant in accordance with 24 CFR 5.2007 and, if it determines that Tenant qualifies for VAWA protections, Agency and Owner will work together to ensure Tenant receives those protections as required under VAWA. Failure by Tenant to provide documentation may result in eviction.
- e. Any information submitted by Tenant, including the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking shall be maintained in strict confidence. Neither Owner nor Agency shall allow any individual in their employ or under contract to have access to confidential information unless explicitly authorized for reasons that specifically call for these individuals to have access under applicable Federal, State or local law. Neither Owner or Agency shall disclose such information to any other entity or person unless (i) requested or consented to by Tenant in a time-limited release, (ii) required for use in an eviction proceeding or hearing regarding termination of rental assistance, or (iii) otherwise required by applicable law.
- f. Consistent with Agency’s Emergency Transfer Plan, Tenant may request an emergency transfer if (i) Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit or (ii) Tenant was a victim of sexual assault that occurred on the premises within 90 days prior to requesting transfer.

Owner may bifurcate its lease with Tenant in accordance with 24 CFR 576.409(e).

Owner shall include all VAWA protections and requirements in its lease with the participant, unless payment under this Agreement consists only of rental arrears.

Typed/Printed Name of Owner:

Owner Signature:

Typed/Printed Name of Agency Representative:

Agency Representative Signature:

If assistance consists of the payment of rental arrears only:

The total amount of \$ _____ will be paid by Agency to Owner for a total of _____ months of rent. Other terms and conditions of this agreement include: (attach additional documentation as necessary)

Please note: The rental assistance agreement does not take the place of the lease, or vice versa.