[TDHE or Tribal Housing Program Name]

COVID-19 Emergency Rental Assistance Program Policy

**LANDLORD NON-EVICTION AGREEMENT**

1. Tenant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Landlord’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Rental Unit/Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Household members:
	1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Lease Term: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Rent Paid to Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. Form of Rental Assistance (Check all that apply):
* Prospective Rent Assistance
* Rent Arrears Assistance
* Other (specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Under this Landlord Non-Eviction Agreement (Agreement), the landlord identified above in Section 2 (Landlord) will receive from [TDHE or Tribal Housing Program Name] financial assistance to cover the above-named tenant’s (Tenant) rental obligations for a specified period of time (“Rental Assistance Payment”). Landlord acknowledges it will receive this Rental Assistance Payment through the [Abbreviated Name]’s Emergency Rental Assistance Program Policy (Policy). Under the Policy, and pursuant to requirements of the United States Department of Treasury, a landlord may not evict or in any way remove a tenant from a rental unit for nonpayment of rent while receiving Rental Assistance Payments.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby acknowledge and agree that, in exchange for acceptance of Rental Assistance Payment under the Policy:

1. I will not evict Tenant or terminate Tenant’s rental agreement for nonpayment during the period of tenancy for which the Rental Assistance Payment(s) are provided;
2. I will not evict Tenant or terminate Tenant’s rental agreement for nonpayment for up to [30 to 90] days beyond the period covered by Rental Assistance Payment(s);
3. If I evict Tenant or terminate Tenant’s rental agreement for nonpayment for the time covered by the Rental Assistance Payment, [Abbreviated Name] may immediately withold any and all future payments made under the Policy and [Abbreviated Name] will be entitled to immediate repayment of any Rental Assistance Payment paid to me for rental assistance covering that period; and
4. I irrevocably commit to use the Rental Assistance Payment(s) provided under this program only for the intended purpose (for payment of rents and rental arrears, for payment of utilities and utility arrears). I further understand that [Abbreviated Name] is relying on these representations and commitments as the basis for providing the assistance requested.

Signatures:

[TDHE or Tribal Housing Program Name] Landlord

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

 Mail Payments To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_