



## LANDLORD PARTICIPATION AGREEMENT:

The Landlord \_\_\_\_\_ (“Landlord”) agrees to participate in the Landlord Guarantee Pilot Program offered by the City of Boston. Landlord agrees and understands that, in exchange for program benefits, Landlord must comply with the terms of this Agreement.

### PROGRAM PARTICIPANTS, EDUCATION AND SCREENING

1. Tenant Pool. The City of Boston will set the criteria for tenant participation in the Landlord Guarantee Pilot Program. The tenant pool is expected to include 30 chronically homeless individuals and 30 homeless or unstably housed families. To be eligible for program benefits, Landlord must provide housing to a participating tenant or tenant household; the Landlord cannot apply for program benefits for an existing tenancy or for housing a tenant or tenant household that is not in the tenant pool for the program.

2. Case Management Providers. All of the tenant participants will have, or be assigned, a Case Management Provider who will offer access to support services to tenants based on household need to help the tenant participants achieve stable housing and to succeed in their tenancies.

3. Tenant Screening. Participating landlords are required to reduce screening barriers to housing. Landlord agrees to only screen applicants from the tenant pool as follows:

- A. *Housing History*. Landlord agrees that it will not screen out tenant applications for non-payment eviction history and may only screen for cause or other criminal eviction history in the past three years. Landlord may and should consider as evidence of a tenant applicant’s housing history letters from service providers, community members and landlords.
- B. *Credit History*. Landlord agrees to waive credit history screening.
- C. *Criminal Record History Screening*. Any criminal record history screening must reflect an individualized assessment of the particular applicant’s background and housing history. If Landlord chooses to perform a criminal record history inquiry, Landlord may only consider the following:



life-time

1. If applicant, or a member of applicant's household, is a registered sex offender.

2. If applicant, or a member of applicant's household, has been convicted of arson within the past three years.

3. If applicant, or a member of applicant's household, has been convicted of check fraud within the past three years.

4. If applicant, or a member of applicant's household, has been convicted of a violent felony within the past three years.

Landlord may not deny housing based on any other criminal record history of the applicant or the applicant's household members. If Landlord intends to deny housing based upon No. 1-4 above, Landlord must give applicant, along with the case manager, notice of the denial using the "Denial of Rental Application Form" provided. The applicant, together with the case manager, will have 7 days to produce information on extenuating circumstances, including letters of reference demonstrating the applicant was a good tenant prior to or after the conviction, evidence of rehabilitation, evidence that the criminal record history is erroneous, or other information in support of applicant's tenancy. Landlord cannot deny housing prior to consideration of extenuating circumstances offered.

4. Tenant Selection. Landlord agrees to offer tenancy to qualified tenant participants.

5. Landlord Orientation. Landlord agrees to participate in a Landlord Guarantee Program Orientation, which will be offered by City of Boston and provide information on creating and maintaining a successful landlord-tenant relationship and important program information. The orientation may be completed online or through a live offering.

## **LEASING AND HOUSING ASSISTANCE PAYMENTS**

6. Lease. Participating tenants and landlords will enter into a separate lease agreement which will govern the relationship between the tenant(s) and landlord for rental housing. The City of Boston, including its Landlord Partner, is not a party to, or the

beneficiary of, any lease agreement. Landlord understands and agrees that the City of Boston, including the Landlord Partner, will provide or facilitate support services to help ensure the success of the tenancy, but cannot and does not guarantee the performance of any party to a lease agreement, except to the extent provided herein.

7. Housing Assistance Payment. Tenant participants may have a form of housing subsidy. Landlord may be required to enter into a Housing Assistance Payment contract, or similar agreement, in order to receive payment on the tenant's behalf for housing. The City of Boston, including its Landlord Partner, is not a party to, or the beneficiary of, any Housing Assistance Payment contract or similar agreement. The City of Boston makes no representation as to the receipt of any subsidy by participating tenants, including the continued receipt of any housing subsidy. Landlord agrees and understands that the City of Boston makes no promises with respect to the performance of any housing subsidy administrator.

8. Security Deposit. Landlord may, in its discretion, waive any security deposit requirement or agree to the collection of a reduced security deposit (less than the equivalent of one month's rent). If Landlord requires a security deposit, the security deposit must be collected, held, accounted for and returned in strict compliance with Massachusetts law. Landlord agrees that a claim for damage or unpaid rent must be first made against any security deposit held.

9. Inspection. An inspection of the housing unit may be required by a housing subsidy administrator. In the event a tenant does not have a housing subsidy, the Landlord Partner may conduct an inspection within fifteen (15) days of the tenant occupying the housing unit. Whether or not an inspection occurs, the Landlord must provide the tenants with a Statement of Condition form as required by law. The Landlord Partner must be provided with a copy of the fully executed Statement of Condition within thirty (30) days of the tenant move-in. The Statement of Condition form may be emailed to the Landlord Partner at [landlordpartner@boston.gov](mailto:landlordpartner@boston.gov). Failure to provide the Landlord Partner with a copy of the fully executed Statement of Condition Form may be a basis for denial of a claim for unit damages.

## THE LANDLORD PARTNER

10. Landlord will have access to a Landlord Partner to support the success of the landlord-tenant relationship. The Landlord Partner will be a designated member of the Office of Housing Stability staff. The designated staff member will have back-up support from other members of the Office of Housing Stability staff. Landlord can contact the Landlord Partner by email at [landlordpartner@boston.gov](mailto:landlordpartner@boston.gov) or by phone at 617-635-4200 (select option 3).



11. Landlord Partner will respond to all Landlord inquiries within two business days. In case of an emergency, Landlord should contact appropriate emergency responder, including, the police, fire or inspectional services department. Conditions which require emergency attention, such as a utility shut-off or burst pipes, should be addressed immediately and in the usual course of business without waiting for a response from the Landlord Partner.

12. Landlord will timely notify Landlord Partner of any issues with the tenancy which may give rise to a claim against the Landlord Guarantee Fund or a basis for the termination of the tenancy, including, but not limited to:

- A. Issues that may lead to a written notice to the tenant (i.e. violation of a lease term such as a guest/visitor policy, smoking policy, pet policy, creating an unreasonable noise disturbance, improper trash disposal).
- B. Any type of written notice (i.e. a violation of lease term as above, bounced check).
- C. Late payment of rent (payment more than 5 days late) and subsequent notification of intent to serve a 14-Day Notice to Quit for non-payment of rent if the matter is not resolved.
- D. Any other issues or action that may affect the continuation of tenant's tenancy (i.e., illegal activity on the premises by a household member).
- E. Knowledge of any potential or actual damage to the rental unit (i.e. if notice of mold in bathroom tile, improper use of appliances, torn carpet). The landlord is not, however, required to perform periodic inspections to confirm unit condition. Housing subsidy administrators may require annual inspections and Landlord is charged with notice of any condition reported as the result of that inspection.



13. Upon notice of such an issue, Landlord Partner will work with the parties to attempt to facilitate a resolution.

### **EVICITION**

14. In the event that an issue with a tenancy cannot be successfully resolved despite intervention, Landlord may wish to terminate the tenancy and commence eviction proceedings. By agreeing to participate in the Landlord Guarantee Pilot Program, Landlord does not waive any of its rights under Massachusetts law with regard to tenant eviction.

15. Tenant participants in the Landlord Guarantee Pilot Program also retain all their rights as tenants under Massachusetts law. The City of Boston, including its Landlord Partner, cannot evict the tenant or otherwise require the tenant to vacate the unit. The City of Boston and the Landlord Partner are not necessary parties to a summary process case, but should be provided with copies of any legal notices or complaints, as set forth above, which are served upon the tenant.

16. Some costs associated with eviction proceedings (e.g. court filing fees) may be reimbursed through the Landlord Guarantee Fund. For more information on eligible costs, see below.

### **THE GUARANTEE FUND**

17. The Office of Housing Stability, through the Landlord Partner, will oversee the Landlord Guarantee Fund which will cover unpaid rent and damages by tenants housed under this program up to \$10,000.00 per household. Eligible costs include but are not limited to:

- A. Unpaid back rent owed by the tenant.
- by B. Reimbursement for repairs made to the unit due to damage caused by the tenant.
- C. Constable fees and court costs associated with a summary process action or other action to enforce landlord's rights under the lease agreement.
- D. Constable and storage fees associated with levying on an execution for Possession.



- E. An insurance deductible for covered damages.

The following costs or losses are not included:

- A. Interest.
- B. Fines or penalty payments as may be provided for in the lease agreement.
- C. Loss of use as the result of damages.
- D. Early termination fees, costs or losses.
- E. Vacancy period for lease-up or complying with criteria in this Agreement.
- F. Attorney's Fees.

18. The Office of Housing Stability, through its Landlord Partner, will verify and process all unpaid rent, damage and eligible cost claims. The Office of Housing Stability will make the final determination as to whether a particular cost claim will be approved for reimbursement, such determination being final.

19. In order to be eligible to recover funds for damages, Landlord must have notified Landlord Partner of an event or condition which may give rise to a damage claim, unpaid rent claim or other claim for eligible costs in order for the Landlord Partner and other relevant parties to intervene to attempt to prevent or limit damage. Landlord must also verify that any claim for unpaid rent or damage exceeds any security deposit held and provide the Landlord Partner with all documents accounting for any security deposit withholding.

20. If damage or loss occurred despite intervention, or there was no opportunity for intervention, Landlord must notify the Landlord Partner within fourteen (14) days of the discovery of a damage or loss or within fourteen (14) days of the tenant vacating the unit.

21. If Landlord seeks to make a claim during the tenancy, Landlord must work with Landlord Partner to determine if the basis upon which the termination of the tenancy is sought may be rectified. Landlord may file a claim post issuance of a Notice to Quit or filing of a Summons and Complaint commencing an action for Summary Process. The timing of an acceptance of a claim during the tenancy will be in the sole discretion of the Landlord Partner, depending on the circumstances which give rise to the claim.



Landlord does not need to obtain a judgment for money damages against the tenant in order to place a claim against the Landlord Guarantee Fund.

22. Landlord must complete and submit a Claim Form, available online, to Landlord Partner by email at [landlordpartner@boston.gov](mailto:landlordpartner@boston.gov).

23. If the claim is for unit damage and the claim exceeds, or is expected to exceed, \$1,000.00, the Landlord Partner will inspect the housing unit to verify the damage claim. The Landlord Partner will schedule any inspection within ten (10) days to confirm the damage or loss.

24. After confirmation of covered damages, Landlord must support the amount claimed by presenting receipts for repairs.

25. Landlord Partner will facilitate the issuance of approved claims for payment to the Landlord within 30 days.

26. A third party vendor will issue payment for approved claims to the Landlord.

27. This Program will run from March 1, 2017 through June 30, 2018. All claims must be received, administered and processed within 30 days of the completion of the program or as otherwise set forth above.

28. Access to funding under the Program is subject to budget appropriations.

**LANDLORD SIGNATURE:**

\_\_\_\_\_

**DATE OF SIGNATURE:** \_\_\_\_\_

**LANDLORD INITIALS** \_\_\_\_\_ I understand that participation in the Program is voluntary and that access to funding under the Program is subject to appropriation.

