



ST. JOHN THE BAPTIST PARISH

ISAAC CDBG SMALL RENTAL REHABILITATION POLICIES AND PROCEDURES

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A. INTRODUCTION

The St. John the Baptist Parish Small Rental Rehabilitation Program is intended to provide CDBG-DR financial assistance in the form of a forgivable deferred loan to eligible owners to rehabilitate, reconstruct, and elevate their small rental properties (1 to 4 units) in St. John the Baptist Parish that sustained damage as a result of Hurricane Isaac. The program is intended to address unmet needs and assist in the re-establishment of damaged rental housing in the parish, particularly for residents with low to moderate incomes. Eligible owners that are provided assistance under this program will have to maintain affordable rents to LM households for a specified time. Only LMI units will be rehabilitated under this program. Rehabilitation of market rate units will not be eligible.

Rehabilitation will consist of repairs to structures and their components that were damaged as a result of Hurricane Isaac which will bring the units into compliance with applicable codes, ordinances and standards as needed. Reconstruction, which consists of rebuilding a structure on the same site in substantially the same manner, will also be done on a case by case basis. Properties that did not sustain damage during Hurricane Isaac are not eligible for this program.

Elevation will consist of raising units that were flooded from Isaac to 1 foot above the latest FEMA issued base flood elevation. For both rehabilitation and elevating units, financial assistance will also be provided for work to bring the units into compliance with applicable codes, ordinances and standards as needed. Elevation will only be performed in conjunction with rehabilitation/reconstruction and won't be a standalone activity under this program.

The Parish will receive voluntary applications for assistance from St. John the Baptist Parish small rental property owners for this program. The Parish will implement its citizen participation plan (including community outreach meetings) to solicit applications.

The Parish will verify eligibility, inspect properties to estimate needs and costs, perform environmental reviews and will select contractors to perform the work through a bidding process. The Parish will monitor construction progress and conformance through inspections and the Parish will pay contractors on behalf of the applicant. The assistance will be accomplished through a loan agreement between the Parish and applicant and through a construction agreement between the applicant and contractor.

B. PROGRAM OBJECTIVES

St. John the Baptist Parish will assist the community by providing a rehabilitation program for small rental property owners that have not been able to afford repairs to damage caused by Hurricane Isaac. This program addresses the Parish's disaster recovery efforts in the following ways:

- Promotes health and human safety and increases the living standard.
- Provides decent, safe, and sanitary housing in the disaster-impacted areas.
- Ensures that the housing needs of low and moderate-income households are addressed.
- Prevents blight and contributes to overall neighborhood recovery.
- Supports positive outcomes for families who live in the area and makes communities more attractive to prospective residents.
- Enhances property values of those rehabilitated properties and protects the values of adjacent,



- non-damaged residences.
- Re-establishes affordable rental housing
- Elevating homes will help to mitigate future flood damages.

St. John Parish's recovery efforts and long-term vitality are dependent on safe and secure neighborhoods that are free of blighted, dilapidated properties. A small rental rehabilitation program provides a direct mechanism to prevent blight and repair homes to enhance livability, property values and thereby the tax base.

C. ASSISTED PROPERTY OWNER ELIGIBILITY REQUIREMENTS

Owner Eligibility Requirements

Owners of rental property must meet all of the criteria below to be eligible to apply for assistance through the St. John the Baptist Parish Isaac CDBG Small Rental Rehabilitation Program:

- Must own no more than 20 units. Where there are multiple property owners, the number of units considered as owned is determined by the ownership interest of any individual or single owner in the ownership group.
- Must have been a Louisiana resident or Louisiana-based business or nonprofit organization authorized to operate in the State of Louisiana on August 29, 2012 and had property damages associated with Hurricane Isaac. Property owners do not have to reside in the State at the time of application to be eligible.
- Nonprofit organizations are eligible to apply. To be eligible the current property owner must have an IRS 501(c)(3) designation and be registered to do business in the State of Louisiana at the time of application. Public Housing Authorities or instrumentalities of local government will be considered under this category and do not have a 20 rental units maximum.
- Must be the owner(s) of record of the property at the time of application

Special circumstances related to ownership identity:

- Power of attorney: Property owner(s) may grant power of attorney to someone who can apply on their behalf.
- Property owner(s) may apply who lived in one unit of a two, three, or four-unit property before Isaac and who do not wish to return to live on their property.
- Co-ownership: All property owner information must be included on the application and all property owners must sign closing documents unless one is granted power of attorney for the others. If the property is co-owned, at least one property owner must have been a Louisiana resident or a Louisiana-based business entity on or before August 29, 2012.
- Succession: If the property owner(s) has died since August 29, 2012 an heir must have been



placed into legal possession of the property to be eligible in place of the deceased owner. The judgment of possession to the applicant must be issued prior to closing on the loan.

- Divorce: If the property owner(s) have divorced since August 29, 2012, the terms of the divorce settlement must include a transfer of ownership with at least one of the previous property owners on record to be eligible.
- Incapacity or infirmity: If a property owner is incapacitated due to illness or other infirmity, someone with a right to bind that person legally, such as is provided by a power of attorney, is eligible to apply on behalf of the property owner.
- Ownership Size: Ownership size is determined by the number of rental units a property owner had any ownership in on August 29, 2012. For properties which have multiple property owners, size is determined the smallest ownership size of any individual or single owner in the ownership group.
- Owner Occupants: To be eligible to apply as an owner occupant, the property owner or group of owners must meet the following criteria:
 - At least one property owner(s) must have owned and occupied one unit of a two, three- or four-unit property as their primary residence on or before August 29, 2012. Property owners do not have to reside in the State at the time of application to be eligible.
 - At least one property owner(s) must re-occupy the subject property within 1 year of the date of closing on the award.
 - Owner Occupants must be the owner(s) of record of the property at the time of application. Owner-occupancy will be verified by establishing that the homeowner applied for a homestead exemption.
 - Must comply with L/M household occupancy requirements noted under rental property eligibility below.
 - Units that are owner occupied will not be rehabilitated under this program. An owner may apply for rehabilitation of an owner occupied unit under the Parish's Homeowner Rehabilitation Program.

Special Circumstances related to type of ownership:

- Contract for deed: Not eligible, unless the owner converts their contract to full ownership prior to receiving funding assistance
- Rent to own: Not eligible, unless the owner converts their contract to full ownership prior to receiving funding assistance
- Bond for deed: Not eligible, unless the owner converts their contract to full ownership prior to receiving funding assistance
- Lease to own: Not eligible, unless the owner converts their contract to full ownership prior to



receiving funding assistance

Proof of ownership shall be furnished as noted in the intake application.

D. PROPERTY ELIGIBILITY REQUIREMENTS

To be eligible for funding from the St. John the Baptist Small Rental Rehabilitation Program, properties must meet all of the following criteria as well as all other program requirements:

- Properties must be located in St. John the Baptist Parish.
- Properties must be damaged as a result of Hurricane Isaac.
- Properties must have been rental properties at the time of Isaac.
- Properties must have sustained Hurricane Isaac damage of at least \$5,000 as verified by a visual inspection or a 3rd party verification, including FEMA, Insurance, USDA or Parish estimates.
- Properties must be either Single Family, duplex, triplex or quadplex structures on a single parcel of land. Site Built/stick built and modular homes are eligible. Manufactured homes are eligible for limited assistance as described below.
- Owners of manufactured homes on owned land are eligible for limited types of assistance. Manufactured homes may be eligible for minor repairs on a case by case basis and as approved by the Louisiana Housing Corporation, so long as those repairs constitute less than 51% of the pre-storm value of the structure. Such homes are not eligible for rehabilitation assistance; however, they are eligible to be replaced with stick-built construction or a modular home. In instances where an applicant's storm-damaged dwelling was a manufactured or mobile home, the Parish will determine the feasibility and cost effectiveness of constructing a stick-built dwelling or modular home on the applicant's property. The replacement home should be of a similar size (no more than 10-15% larger than the square footage of the damaged home) and meet all local building codes and ordinances (including applicable elevation requirements).

What is a manufactured home?

A manufactured home (formerly known as a mobile home) is built to the Manufactured Home Construction and Safety Standards (HUD Code) and displays a red certification label on the exterior of each transportable section. Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis.

What is the difference between manufactured and modular homes?

Manufactured homes are constructed according to a code administered by the U.S. Department of Housing and Urban Development (HUD Code). The HUD Code, unlike conventional building codes, requires manufactured homes to be constructed on a permanent chassis. Modular homes are constructed to the same state, local or regional building codes as site-built homes. Other types of systems-built homes include



panelized wall systems, log homes, structural insulated panels, and insulating concrete forms.

- All assisted single unit structures must be occupied by L/M income household for the required affordability period.
- An assisted two-unit structure (duplex) must have at least one unit occupied by a L/M income household for the required term of the loan
- An assisted structure containing more than two units must have at least 51% of the units occupied by L/M income households for the required affordability period.
- Rents must be affordable to L/M income households for the required affordability period.
- Mortgage payments must be current.
- All delinquent property taxes must be paid on the property prior to the Parish providing financial assistance.
- Only units that are for LMI Households will be provided assistance under this program. Repairs to market rate units will not be done under this program.
- For affordable units, the Parish will require the property owner to execute a proper lease agreement for at least one year.

In addition to the standard eligibility requirements, units must meet the following requirement:

- Structures must have existed prior to the 2012 disaster declaration date and must have been located at the present location since that date.

Note: Recipients of compensation from Hurricanes Katrina, Rita, Gustav or Ike who did not have flood insurance (if applicable) at the time of sustaining damages from Isaac are not eligible for assistance under this program.

Special circumstances related to rental property eligibility requirements:

- Condos: Condominiums are not eligible for assistance under this program.
- Single Room Occupancy (SRO) units are not eligible. SRO units are residential properties that include multiple single room dwelling units where each unit is for occupancy by a single individual.
- Units must be vacant at the time of application.

Property information and documentation shall be furnished by the applicant as shown in the intake application.



E. PRIOR ASSISTANCE/DUPLICATION OF BENEFITS

The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG Disaster Recovery funding with respect to any part of a loss resulting from a major disaster as to which he has already received financial assistance under any other program or from insurance or any other source.

The Stafford Act also requires that the Parish perform a duplication of benefits analysis pertaining to each applicant within the rehabilitation program...

The Parish will require the applicant to indicate in the application, the types, amounts and purposes of assistance both approved and received to date for Isaac and all other previous storms. The amount of approved assistance will be counted in the duplication of benefits analysis. Sources of assistance will include FEMA, SBA, Insurance, CDBG, Road Home Program, Mitigation Grant Program, and any other sources. The applicant shall document proof of this assistance as shown in the intake application. Any other assistance received that already covers unmet needs identified under this program will be deducted from the grant award.

In the intake application, the Parish will also require each applicant to execute a blanket release of information document that will authorize agencies to provide information regarding prior compensation. These agencies include but are not limited to FEMA, SBA, Road Home Program, Hazard Mitigation Program, OCD/DRU, Homeowner's Insurance Providers, Flood/Hazard Insurance Providers, and the Coordinated Assistance Network (CAN) website.

F. TYPES OF ASSISTANCE OFFERED

The Parish will provide a 0% forgivable deferred loan up to \$50,000 per eligible applicant (less duplication of benefits) for rehabilitation or reconstruction and up to \$75,000 for structure elevations per applicant. A total of 30 units are estimated for rehabilitation/reconstruction/elevation under this program. The affordability period for this loan is 5 years and starts at lease up of the first eligible tenant after rehabilitation is completed.

Any funding required in excess of these limits will be the responsibility of the homeowner. There are no requirements for payment/re-payment of the grant as long as the applicant maintains ownership, residency and homeowner insurance for a minimum of three years and as long as flood insurance (if applicable) is maintained on the property for perpetuity.

There are no requirements for payment/re-payment of the loan as long as the eligible applicant maintains ownership, rental affordability, and homeowner insurance for the five year affordability period and as long as flood insurance (if applicable) is maintained on the property for perpetuity. The loan will be forgiven in equal amounts for each year of the affordability period if the requirements are met.

The property owner will be required to execute a mortgage loan agreement with the Parish that outlines the terms and conditions of the loan.



G. ELIGIBLE USES OF ASSISTANCE

Eligible Costs

Eligible rehabilitation costs under this program are the cost of repairs to structures and their components that were damaged as a result of Hurricane Isaac and costs to bring the damaged housing into compliance with applicable codes, ordinances and standards as needed. Reconstruction which is defined as the rebuilding of a structure on the same site in substantially the same manner will be considered on a case by case basis.

Eligible costs for elevating structures under this program will be the costs to elevate a structure and its components to 1 foot above base flood elevation and to bring the structure into compliance with applicable codes, ordinances and standards as needed. Elevation will only be provided in conjunction with rehabilitation/reconstruction and won't be a standalone activity under this program.

Such eligible work related to elevating structures will include; but will not be limited to the following:

- Disconnection of all utilities;
- Installation and removal of beams for lifting the structure;
- Cribbing for a raised structure, while the foundation is being built;
- Building the foundation so that the lowest floor is one foot above the 100 year Base Flood Elevation (BFE).
- Lowering the structure onto new foundation
- Seismic retrofitting of the elevated foundation including attachment of the building to that foundation;
- Reconnecting of utilities - extending lines and pipes if necessary; elevating all utilities and service equipment (hot water heater, furnace, outlets for electricity, etc.)
- Providing meter reader access if necessary and
- Improvements must be permanently fixed.

Additions to the habitable space of the structure are eligible for assistance only in the following instances:

- Construction of a utility room above BFE where utilities cannot be stored in the structure or there is no other cost effective way to elevate the utilities. If space must be constructed, it should be no greater than 100 square feet.
- Elevation of an existing deck, porch, or stairs; or construction of a new set of steps per minimum code requirements.



- Where homeowner or members of their family are physically disabled, a physician’s written confirmation is required before special access is included in the elevation. Multiple special access points are eligible for funding where necessary to meet code compliance. Where ramps are used to provide access, they shall be designed to meet federal standards for slope and width. Where ramps are not technically feasible, a mechanical chairlift may be installed. Such an installation should be on interior access stairways where possible, and subject to local codes.

Other eligible costs will be provided to replace, restore or repair the structure in the following instances:

- Structures with an attached garage will be elevated to provide at least 8 feet (or as defined by local codes and standards) of clear space. The garage may be moved under the structure to utilize a previous surface; but, must be used only for parking or storage in accordance with local floodplain management ordinances and National Flood Insurance Program (NFIP) criteria.
- Repair to the foundation is eligible where it is necessary for the safe elevation of the structure.
- Replacement of termite damaged or dry rotted wood framing members are eligible costs when associated with the elevation, or required for recommended seismic bolting or bracing.
- Minimum costs of exterior sheathing associated with what was damaged or removed during the elevation process only. Exterior finish must meet NFIP flood resistant materials and must meet local codes.
- Insulation for pipes when required by local codes and standards.
- Seismic upgrades per local and/or state codes as required, including bolting structure to foundation, and cripple walls.
- Rough grade of yard and seeding of grass if damaged by equipment during the elevation process or where the elevation action affects slopes.
- Miscellaneous items such as sidewalks and driveways.

Properties that did not receive damage due to Isaac are not eligible for assistance under this program.

Ineligible Costs

Ineligible Costs are defined below:

- Work on buildings that are not considered the primary residence (e.g. detached garage, shed and/or barns)
- Landscaping and other yard or “non-structural” property improvements with the exception of basic ground cover.
- Interior repairs of accessory structures, unless authorized for health and safety reasons and/or required by applicable codes, ordinances and standards.
- Additional rooms, except as required to meet applicable codes, ordinances and standards.
- Rehabilitation judged to be damaging to the historical character or value of a structure by the



State Historic Preservation Officer.

- Repair or replacement of non-essential or luxury items (e.g. swimming pools and/or Jacuzzis, high end appliances, window air conditioners, washer and dryers, etc).
- Income payments, which are defined as grants to an individual, or family that are used to provide basic levels of food, shelter, (i.e., payment for rent, mortgage and/or utilities or clothing)
- Labor time for sweat equity may not be paid out to recipients of rehabilitation assistance.

Ineligible elevation repairs include, but are not limited to:

- Structures not considered the primary residence (detached garage, shed and/or barns)
- Additions, expansions, or elevations of appurtenances are ineligible except as noted above on page 5.
- Rehabilitation deemed as damaging to the historical character or value of a structure by the State Historic Preservation Officer.
- Repair or replacement of non-essential or luxury items (e.g. swimming pools and/or Jacuzzis, high end appliances, window air conditioners, washer and dryers, etc).
- Secondary residences (e.g. summer homes and guest cottages not used as permanent, year-round dwellings).
- Properties located in the regulatory floodway or on federal leased land.
- Funds may not be used to elevate a masonry chimney. If a fireplace is the sole source of heating, funds will be used to purchase and install the least expensive heating system adequate to meet the minimum local code requirements.
- HVAC systems cannot be expanded or increased in size and capacity unless the owner pays such costs beyond the HVAC's capacity to service the square footage of the original pre-disaster structure.
- Where existing underground utility lines have deteriorated, or do not meet code requirements, additional costs to repair such facilities shall not be eligible for assistance.
- An elevation that was begun or completed prior to completion of an environmental review and prior to the applicant's receipt of written approval of the project for funding is ineligible for assistance.
- A new structure which replaces a structure damaged by Isaac will not be eligible for funding.
- Costs to elevate higher than the standard of one foot above BFE are not eligible.
- Landscaping costs are ineligible except as noted above.
- Elevations within an acquisition area designated by Louisiana Parishes are not eligible for funding.
- Construction of decks or porches, whether or not they existed prior to the flood or the elevation, except those that must be removed in order to do the elevation properly or as noted above.



- The costs to make improvements in cases where existing floor systems have been inadequately designed or constructed with undersized materials are not eligible for assistance.
- Costs for replacement of utility service components which are undersized, of inadequate capacity, or are unsafe are ineligible unless directly related to the action of elevating (i.e. well pumps).
- New furnaces are ineligible except as noted above.
- Income payments, which are defined as grants to an individual, or family that are used to provide basic levels of food, shelter, (i.e., payment for rent, mortgage and/or utilities or clothing)
- Labor time for sweat equity may not be paid out to recipients of elevation assistance.

I. CONFLICTS OF INTEREST/ETHICS POLICY

All individuals are permitted to apply for this program if their own structures were damaged by Isaac.

HUD conflict of interest regulations prohibit local elected officials, subrecipient employees, and consultants who exercise functions with respect to CDBG Disaster Recovery activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

For purposes of this section, “family” is defined to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law), and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

If a conflict of interest does arise the Parish’s attorney will review and determine if there is a conflict. If required the Parish’s attorney will produce an exception request which will be submitted to the State’s Office of Community Development /Disaster Recovery Unit (OCD/DRU) and/or the State Ethics Commission. The State is able to consider granting an exception to the conflict of interest provision should it be determined by the that adequately and publicly addressed all of the concerns generated by the conflict of interest and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the program.

J. APPEALS/GRIEVANCES

If an owner, applicant, or contractor has a complaint concerning the implementation of this program, a written complaint must be submitted to the program administrator within 60 days. The program administrator will respond in writing within ten calendar days from the receipt of the written complaint. The response will include a copy for the administrator’s decision, a statement of the facts and legal basis upon which it is based. Any applicant who disagrees with the determination of their eligibility for assistance in this program may appeal the decision to the Parish Council.



K. PARISH PROPERTY STANDARDS

The Parish's property standards consist of 2 main areas, applicable codes and rehabilitation specifications.

The following codes shall apply under this program.

- St. John the Baptist Parish Code which is Louisiana State Uniform Construction Code.
- If a unit has a total rehabilitation cost that is less than \$25,000; then the unit is required to meet the International Property Maintenance Code (IPMC). Where the total rehabilitation cost is over \$25,000, the unit must meet the current edition of the International Building Code (IBC).
- Additionally, the entire structure must comply with any existing local health and safety codes.
- Guidelines in the HUD CPD Green Building Retrofit Checklist will be applied to the rehabilitation as applicable.
- HUD Minimum Property Standards
- Lead Safe Housing Rule (LSHR)
- HUD Green Building Standard for Substantially Damaged Properties and New Construction of Residential Housing.

The Parish will also develop written rehabilitation specifications for this program.

L. GENERAL OPERATING PROCEDURES

Application Intake Process

Applications (along with instructions) can be downloaded from the Parish website and hardcopies can be picked up at the Homer Joseph Community Center in Reserve, Regala Park gymnasium in Reserve, and Percy Hebert Building, West Bank Courthouse and Garyville Service Center Monday through Friday between the hours of 8:30 am and 4:30 pm from July 26, 2014 to August 26, 2014

An applicant will complete the application and include all information requested in the instructions and bring the completed application or mail it to the intake center at the St. John Community Center at 2900 Hwy 51, LaPlace, LA The applicant also has the option of completing the application online and submitting it by email. Should the applicant need assistance in completing application they may contact the administrator to schedule an appointment with one of the housing intake specialists.

Applications will be processed first come first served in each priority. A date and time will be stamped on each application upon receipt.



** Recipients of compensation from Hurricanes Katrina, Rita, Gustav or Ike who did not have flood insurance (if applicable) at the time of sustaining damages from Isaac are not eligible for assistance under this program.*

Note: Priority assistance will be given to applicants who have emergency conditions in their homes that represent a threat to their health and safety.

Once the applicant submits a completed application with requested information, the program housing intake specialist will provide the following reviews and verifications:

- Proof of homeownership will be reviewed against the program requirements.
- Documentation related to property eligibility will be reviewed and the program requirements.
- Documentation related to other disaster assistance will be reviewed; the intake specialist will then subsequently contact the various agencies to verify that assistance indicated in the application is accurate.

After the above verifications are completed, the applicant will be notified if initial eligibility requirements have been met. Initial Eligibility does not mean that financial assistance has been approved. It simply means that the next step of inspecting the property can be performed.

Initial Inspection of Property

Once initial eligibility has been determined, the program's housing inspector will inspect the property to determine the extent of needs related to repairing Isaac related damage and to bringing the property up to compliance with Parish property standards.

A work write up will be prepared by the housing inspector that has a detailed description of work to be performed to address the needs identified in the inspection (not including lead work) The work write up will include the type of repairs, their location and scope, the quality of materials to be used, and any special requirements. The work will be based on the Parish property standards. A detailed cost estimate will then be developed by the housing inspector based on the work write up requirements.

If a home was built after January 1, 1978, it will be documented as exempt from lead based paint requirements. Those units built prior to January 1, 1978 will first be evaluated to determine if an exemption can be applied. If an exemption is not applicable, the level of assistance related to lead work will be determined by taking the lower of the following:

1. The per unit rehabilitation hard costs (regardless of source of funds), or
2. The per unit amount of Federal assistance (regardless of the use of the funds).

If the level of assistance is under \$5,000, the following will take place:



- A paint test of disturbed surfaces will be performed by the program's lead inspector.
- Notice of lead hazard evaluation will be provided to the property owner. Property owner will be required to submit this to all tenants.
- Lead hazard reduction work, if needed, will be incorporated into the work write up and estimate.

If the level of assistance is between \$5,000–\$25,000, the following will take place:

- A risk assessment or an inspection that presumes there was lead-based paint in the home will be performed by the program's lead inspector.
- A notice of lead hazard evaluation or presumption will be provided to the property owner.
- Lead hazard reduction work, if needed, will be incorporated into the work write up and estimate.

If the level of assistance is over \$25,000, the following will take place:

- A risk assessment or an inspection that presumes there was lead-based paint in the home will be performed by the program's lead inspector.
- A notice of lead hazard evaluation or presumption will be provided to the property owner.
- Lead hazard reduction work, if needed, will be incorporated into the work write up and estimate.

The program administrator will use the work write up and estimate to calculate a preliminary amount of award. Any other assistance received for the same purpose indicated in the write up will be deducted from the estimate to determine the preliminary award. If the award exceeds the cap on the award, then the applicant will have to provide financing in the amount in excess of the cap. The intake specialist will meet with the applicant to review these documents and have the applicant sign them.

Environmental Review

A site specific checklist will be completed by the Parish for each property to determine if there are any environmental consequences as a result of work under this program. All properties must pass an Environmental Review prior to commitment of funds.

Contractor Bidding

A pre-qualified list of contractors for this program will be established by the Parish. The Parish will prepare bid packages based on the work write up and send request bids from contractors on the pre-qualified list. A pre-bid walk through will be conducted and any questions will be answered through written addenda. Addenda will be sent to the appropriate contractors. A pre-bid walk through of a



housing unit is mandatory. Any contractor not present at the walk through will forfeit the opportunity to bid for that particular job.

Bids will be submitted to the Parish by hand delivery or mailed to the Parish. The Parish will review the bids for completeness and responsiveness and will compare against the Parish's cost estimate.

The low bidding contractor's price quotes and bid must be within 10% (low or high) of the Parish cost estimate; If not, the Parish has the option to submit for a re-bid and reject the low bid. The Parish will select the contractor who has the lowest responsive bid.

All bids shall be certified for sixty (60) days.

Final Approval of Award/Agreement

Once the lowest responsive bid has been determined a final award amount will be approved by the administrator. Participants in this program will then be asked by the administrator to attend a closing where the following documents are signed: a work contract, 3 year Lien agreement, and Notice of Commencement. After a three day waiting period, the contract between the homeowner and contractor may be executed and a Notice to Proceed issued by the administrator. The homeowner contract and lien agreement will be filed by the administrator in the Parish Courthouse prior to rehab work beginning. It will be the contractor's responsibility to obtain from the courthouse a clear lien certificate prior to receiving final payment from the Parish.

Construction

The contractor must begin work within seven (7) days after a written Notice to Proceed.

For all rehabilitation work, with the exception of emergency work, the general contractor, unless prohibited by inclement weather, must begin work within seven (7) days after a written "Notice to Proceed". If the contractor does not commence work within seven (7) days, the homeowner(s) and/or Parish may cancel the contract and award the work to the next lowest responsive bidder or request re-bidding of the job.

Prior to any work commencing, the Contractor shall secure all permits, fees and licenses necessary for the execution of work under contract. The Contractor shall provide a copy of the original building permit to the Parish and display the original in plain view at the worksite.

The Parish will require that all work be satisfactorily completed within a reasonable amount of time agreed based on the level of work to be performed. The time period will typically be calculated as shown below, however, a different time frame may be established if warranted for a specific project.

- Minor Repair: 30 days
- Major Rehab (w/o elevation): 90 days



- Major Rehab (w/elevation): 120 days
- New Construction: 150 days.

If the contractor does not complete the work within the time frame specified in the work contract, a penalty of \$100.00 per day may be withheld from the amount to be paid to the contractor for each day that the work is not completed. It is the responsibility of the contractor, in the event of inclement weather or any other reason beyond the control of the contractor that causes a “no work” day, to contact the program administrator on the day of the occurrence. Only “no work” days reported as required will be considered when determining assessment of penalties.

The program’s housing inspectors will perform progress inspections to ensure that all work is completed in accordance with write up, specifications and contract and to ensure that the contractor’s request for payments are consistent with the actual progress of work performed. When payment is requested from the contractor, the applicant’s approval of the work will be required, however, the Parish will be able to override an applicant’s decision and accept the work in accordance with grievance procedures if an applicant makes unreasonable requests/demands and the contractor has satisfied all the requirements of the Parish.

Issuance of progress payments will be dependent upon favorable interim inspection reports indicating that the work required for payment has been completed in conformance with the Work Write-Up and Rehabilitation Specifications. In the event that work completed is not in compliance, the program administrator will advise the Contractor of appropriate corrective action to be taken. The initial notification shall be verbal and the program administrator will document this notification in the case file. This verbal notification will be followed up by a written memo to the Contractor if the work is not completed as required by the verbal notification. No payment will be made until the Contractor has satisfactorily completed the necessary corrective action. Progress payments will be made by the Parish in accordance with the construction agreement.

The contractor will be responsible for submitting written change order proposals for review and approval prior to beginning any additional work. Any work done without written authorization will be the financial responsibility of the Contractor. Contractors will provide adequate documentation with change orders to justify the changes along with details and costs for each changed item.

A final inspection of the work will be performed by the program’s housing inspector and certified building inspector prior to final contractor payment. If the rehabilitation job had any lead hazard reduction work performed, a clearance of the unit must be passed before re-occupancy. Clearance will be performed by the program’s lead inspector.

A follow-up inspection will be performed by a qualified inspector 60 days after project completion to see if there are any issues with the work that was performed.

The contractor shall provide a warranty for all work; materials and labor for a period of one [1] year



after acceptance of work by the homeowner(s).

Follow-up / Warranty issues

Homeowners are instructed to contact contractors directly concerning warranty items. If the homeowner is unsuccessful in contacting the contractor, he/she may contact the program administrator. The program administrator will then coordinate with the contractor to have the complaints resolved. Results of the contractor's action shall be recorded as a part of the rehabilitation case file, with copies of all warranty complaints placed in the contractor's file.

L. RECORD KEEPING

The Program Administrator will maintain accurate Small Rental Rehab Program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of five (5) years. Such files will be open for inspection by the State, HUD, as to qualifications, bids, and awards. The program administrator staff will utilize a software system to record and maintain all file records. All eligibility information, inspection notes and contractor complaints will be recorded. The software system will manage the data and permit the staff to generate weekly, monthly and annual reports about housing rehabilitation activities.

M. ONGOING COMPLIANCE

For ongoing compliance for tenant requirements, the following will be done by the Parish during the term of the loan:

- Rental properties will be inspected to ensure that the owner is maintaining the housing in compliance with applicable codes and standards.
- Each year the Parish will require the property owner to re-certify tenant income with a written statement from the tenant household. The rent charged shall be included in the re-certification.
- Parish will provide the property owners with updated utility allowances along with income and rent limits.
- If there are changes in tenants during the affordability period, the Parish will require the property to submit tenant documentation for review and approval.

For ongoing compliance of owner occupancy, insurance, and property ownership, any or a combination of the following methods will be used:

- *Utility bills*
- *Insurance policies* (Note, the Parish will be listed on an insurance policy as a "loss payee" or additional parties and will be notified every time a claim is made or when the policy is renewed or expired. Most insurance declaration pages state whether the property is the principal residence of the owner, rental property, or not otherwise occupied by the owner.
- *Mail service.* Post office can verify if mail is being delivered to the address or if a forwarding address has been filed.
- *Tax records.* Parish tax department can verify the address to which the property tax bill is mailed.



- *Inspection.* Staff can perform an inspection to ensure the owners reside at the property
Ongoing compliance monitoring will be specified in the agreement between the Parish and applicant.





ST. JOHN THE BAPTIST PARISH
ISAAC CDBG-DR SMALL RENTAL
REHABILITATION PROGRAM

Rental Property Owner Guide

to Tenant Selection & Occupancy

May 16, 2014



Table of Contents

OVERVIEW	4
<i>Incentive Award</i>	<i>4</i>
<i>Construction Options</i>	<i>4</i>
<i>Advanced Funding Option</i>	<i>4</i>
Fair Housing and Tenant Outreach	4
<i>LAHousingSearch.org.....</i>	<i>5</i>
GUIDELINES TO SELECTING PROGRAM-APPROVED TENANTS	6
2014 Area Median Income (AMI) Limits (Effective March 1, 2014).....	7
2014 Maximum Rents by AMI Tiers	8
<i>Owner Pays All Utilities (Effective January 1, 2014).....</i>	<i>8</i>
<i>Tenant Pays Utilities (Effective January 1, 2014)</i>	<i>9</i>
<i>2014 Utility Allowances.....</i>	<i>9</i>
Tenant Displacement Policy	10
Selecting Tenants with Housing Vouchers	11
<i>Fair Housing and Voucher Programs</i>	<i>11</i>
TENANT INCOME VERIFICATION	12
Why Income Information Is Needed	12
<i>Federal Income Limits</i>	<i>12</i>
<i>Total Household Income.....</i>	<i>12</i>
<i>Non-Income Approved Tenants.....</i>	<i>12</i>
<i>Social Security Numbers</i>	<i>12</i>
COMPLETING AND SUBMITTING TENANT INFORMATION.....	14
<i>Acceptable Sources and Documentation of Income</i>	<i>14</i>
<i>Additional Documentation Required for NSP3 (No Income).....</i>	<i>15</i>
<i>What Should Be Excluded from Income Calculations?.....</i>	<i>15</i>
TENANT INCOME DOCUMENTATION AND CERTIFICATION	17
Household Certification by Tenant(s) and Signatures	20
<i>Certification of Undocumented Income.....</i>	<i>21</i>
<i>Certification of No Income</i>	<i>22</i>
Property Owner: Tenant Information Certification and Signatures.....	23
INITIAL LEASE AND LEASE RENEWAL REQUIREMENTS	24



Affordable Units	24
<i>Acceptability of Short-Term Leases for Residents Displaced Due to Hurricane Isaac</i>	24
<i>Rent Levels</i>	25
<i>Housing Voucher Programs</i>	25
<i>Rent Discounts</i>	25
<i>Lease Renewal</i>	25
<i>Month-to-Month Tenancy Requirements</i>	25
Market Rate Units	25
Move-In Requirements	26
Move-In Notice	27
Residential Lease Agreement	28
Small Rental Property Program - Lease Addendum	36
Lease Rollover Certification	42
Tenant Certification of Displacement Due to Hurricane Isaac	43
Lead-Based Paint and/or Lead-Based Hazards	44
TENANT RACE AND ETHNIC DATA REPORTING	45
Small Rental Tenant Demographic Survey	46



Overview

The Small Rental Rehabilitation Program (SRRP) is federally funded and must comply with certain federal requirements. Rental property owners who choose to accept financial assistance through SRRP must comply with federal, state and program requirements when selecting tenants to occupy affordable units throughout the affordability period.

Failure to comply may result in financial penalties including repayment of SRRP assistance provided.

This guide is not all-inclusive. It has been developed to assist rental property owners by providing information to help them remain compliant with program requirements. Rental property owners are encouraged to read the guide thoroughly and seek additional information as needed.

Fair Housing and Tenant Outreach

To receive a SRRP award, all affordable units on the property must be occupied by income-eligible tenants. Because the SRRP is federally funded, owners who are awarded funds are required to comply with federal fair housing laws and nondiscriminatory practices. These laws prohibit housing discrimination on the basis of race, color, religion, sex, disability, family status and/or national origin. These laws also protect people from harassment and protect those who help others exercise their freedom to choose the neighborhood where they live.

Tenant selection processes must be consistent with a number of fair housing requirements. Specifically, the tenant selection criteria, income certification process and application forms must:

- Be consistent with the purpose of providing for mostly housing for low- and moderate-income families (families earning at or below 80% of area median income). LMI requirements for tenant occupancy are shown below:
 - All assisted single unit structures must be occupied by L/M income household for the required affordability period.
 - An assisted two-unit structure (duplex) must have at least one unit occupied by a L/M income household for the required term of the loan
 - An assisted structure containing more than two units must have at least 51% of the units occupied by L/M income households for the required affordability period.
 - Rents must be affordable to L/M income households for the required affordability period.
- Be reasonably related to program eligibility criteria and an applicants' ability to perform the obligations of the lease
- Not "discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of units on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status,



source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis”

- Use Fair Housing and Accessibility logos and language on applications, advertisements, and other outreach materials, and prominently display the address of the physical location where applications are accepted. Fair Housing and Accessibility logos can be through an internet search for the Fair Housing Logo

LAHousingSearch.org

All participants in the Small Rental Property Program must register affordable rental units on LAHousingSearch.org. Please register units on the website at www.LAHousingSearch.org or by calling 1.877.428.8844. This toll-free bilingual call center is available to property owners and potential tenants Monday through Friday to assist with listing and searching for properties. TTY callers use 711 relay or 1.800.846.5277.

Please note that properties list for a two-week period then are removed. To avoid your property being removed from the website before SRRP has verified, you can send a copy of your listing in with your tenant documentation.





Guidelines to Selecting Program-Approved Tenants

The SRRP is not responsible for applicant screening. The program evaluates tenant income in order to determine whether the applicant is income eligible to occupy a unit assisted through the program. Property owners are required to consistently apply their own tenant screening criteria to all potential tenants including market rate units or low-moderate income units.

There are multiple tenant selection criteria a property owner may use to screen applicants for rental housing. However, property owners are required to consistently apply screening criteria equally to all applicants – those interested in market rate units and those looking for low-moderate income units. When making tenant selection decisions, all property owners must not discriminate against applicants for any reason. Further information regarding Fair Housing can be found on page 4. To avoid potential Fair Housing issues, it is recommended that property owners establish written tenant selection policies and follow them consistently for all applicants.

Below is an example of a tenant selection policy that provides a consistent and nondiscriminatory process. Point values can be adjusted as needed and owners must establish a minimum threshold for applicant approval. This policy is not required but may be used at the property owner's discretion.

- Attached copies of ID to application: (Driver's license and social security card)
Yes: 5 points No: 0 points
- Filled out application entirely leaving no blanks:
Yes: 5 points No: -5 points, grounds for rejection
- Able to provide
 - a. Verification of previous address: Driver's license or utility bill: 5 points
 - b. Proof of income, employment (pay stub): 5 points
- Able to pay full amount of security deposit
Yes: 0 points No: application rejected
- Able to pay full amount of security deposit: 5 points
Half of security deposit? 0 points
- Monthly income = 3 x rent amount (i.e. \$1350 x 3 - \$4050/month or \$48,600/year)
 - a. 3 x or higher: 10 points
 - b. 2 x or below: application rejected, co-signer considered
- Stable income or employment
 - a. For 3+ years: 5 points
 - b. 1-3 years: 3 points
 - c. 0-1 year: 0 points
- Credit History:
 - a. Score 650 and above: 5 points
 - b. Score 600-649: 2 points
 - c. Below 600: 0 points
 - d. Bankruptcy: -10 points
 - e. Collections: -5 points
- At current address for a minimum of:
 - a. 1 year: 3 points
 - b. 1+ years: 5 points
 - c. Less than 1 year: -5 point



2014 Area Median Income (AMI) Limits (Effective March 1, 2014)

MSA/Parish	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
St. John the Baptist Parish								
50% Tier	\$20,600	\$23,550	\$26,500	<i>\$29,400</i>	\$31,800	\$34,150	\$36,500	\$38,850
65% Tier	\$26,750	\$30,600	\$34,400	<i>\$38,250</i>	\$41,300	\$44,350	\$47,400	\$50,500
80% Tier	\$32,950	\$37,650	\$42,350	<i>\$47,050</i>	\$50,850	\$54,600	\$58,350	\$62,150

NOTE: The Income Limits were adjusted to the nearest \$50 dollar range.

2014 Maximum Rents by AMI Tiers

Owner Pays All Utilities (Effective January 1, 2014)

	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
St. John the Baptist Parish					
50% Tier	\$577.00	\$616.00	\$742.00	\$854.00	\$955.00
65% Tier	\$694.00	\$755.00	\$896.00	\$1,088.00	\$1,171.00
80% Tier	\$798.00	\$852.00	\$1,026.00	\$1,276.00	\$1,440.00

Tenant Pays Utilities (Effective January 1, 2014)

	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
St. John the Baptist Parish					
50% Tier	\$437.00	\$456.00	\$542.00	\$614.00	\$675.00
65% Tier	\$554.00	\$595.00	\$696.00	\$848.00	\$891.00
80% Tier	\$658.00	\$692.00	\$826.00	\$1,036.00	\$1,160.00

2014 Utility Allowances

MSA/Parish	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
All Parishes	\$140.00	\$160.00	\$200.00	\$240.00	\$280.00



Selecting Tenants with Housing Vouchers

SRRP property owners have additional rental market resources available to them in their search to find qualified tenants to occupy completed units. Prospective tenants that possess a housing voucher (i.e., Tenant-Based Housing Choice Voucher, Project-Based Section 8, and Permanent Supportive Housing (PSH)) are eligible to occupy SRRP affordable units under the SRRP tenant selection program guidelines.

Each voucher program has its own requirements and criteria for landlord certification and dwelling eligibility. In addition, each Parish Housing Authority has its own adjusted income limits, utility calculations, and in some cases dwelling inspection guidelines.

- SRRP Applicants should contact their Case Advisor if they are considering offering their unit to Voucher tenants, to ensure that income guidelines are consistent with SRRP income.
- SRRP Applicants should be aware that the rent they receive from a housing voucher holder (tenant) cannot exceed the maximum SRRP rent for the AMI tier they selected at closing. The amount of the voucher, and thus the total compensation to the property owner, will be determined by the specific voucher program.
- Income limits also must follow the limits established by SRRP AMI Tiers. Complete and executed Section 8 voucher program documentation may be submitted in lieu of income verification documentation for tenants participating in the Section 8 program. Tenants participating in other housing voucher programs will be required to provide income documentation.

Each voucher program has separate criteria to certify property owners. If you are interested in information about renting to housing voucher tenants, please contact your local public housing authority (PHA). A complete alphabetical list of public housing agencies by parish is available at the U.S. Housing and Urban Development (HUD) website at <http://www.hud.gov/offices/pih/pha/contacts/states/la.cfm>.

Fair Housing and Voucher Programs

All HUD housing programs must adhere to federal, state and local nondiscrimination laws; the Americans with Disabilities Act, and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.



Tenant Income Verification

During the affordability period, each new tenant occupant must be income eligible in accordance with the rent tier established for the rental unit. To determine eligibility applicants must complete a tenant income worksheet (attached), provide supporting documentation of income, and certify to the accuracy of the information prior to signing a lease or taking occupancy.

It is the property owner's responsibility to collect this information from all tenant household members 18 years of age and older and submit it to SRRP. Property owners should submit income documentation and receive program approval for tenants prior to executing the lease and allowing tenants to move into the property. Additional Tenant Income Verification forms are available by accessing the SRRP web site at or contacting the program.

Why Income Information Is Needed

SRRP needs tenant income information because:

- The use of HUD Community Development Block Grant (CDBG) funds require that funds are used to benefit low or moderate income households
- Rent levels are established to preserve affordability for low to moderate income households who need them the most.

Federal Income Limits

The Department of Housing and Urban Development (HUD) establishes Low and Moderate Income Limits by family size and parish. To determine whether a prospective tenant for an affordable unit qualifies as low to moderate income, the tenant's *Total Household Income* (defined below) is compared to the income limits for the parish where the rental property is located - not where the tenants are currently living. Property owners are expected to have a copy of the most current income limits applicable to the property available at all times. For convenience a link to the HUD website is <http://www.huduser.org/portal/datasets/il.html>. HUD updates the income limits annually, and the SRRP will provide property owners with the income limits they should use when screening and selecting tenant applicants.

Total Household Income

Total Household Income is calculated from the gross annual income of all tenant household members age 18 years of age and older and, if total household assets are equal to or greater than \$5,000, an imputed income from assets equal to 2% of the cash value or the actual amount earned annually, whichever is greater. Once income information is verified, the income-eligible tenants are not required to provide updated income or asset information each year they remain in an affordable unit; however, upon a change in occupancy during the affordability period, each new tenant household must be determined to be income eligible at or below the income level established for the rent tier of the unit. A household includes all persons who will live in the unit assisted through the Small Rental Property Program. It does not include individuals who are currently living as part of the household but will not be occupants of the unit assisted by SRRP funds. SRRP staff is available to assist with any difficulties in reviewing the tenant income information provided.

Non-Income Approved Tenants

If the property owner allows non-income qualified tenants to move into the property without program approval, the rent tier for that unit will be adjusted accordingly and the award amount will be reduced or eliminated. If the property is partially or fully funded and it is determined that non-income qualified tenants are occupying the property, the property will be deemed noncompliant and further action may be taken.



Completing and Submitting Tenant Information

*These steps are for completing the "Tenant Income Documentation and Certification" forms on pg. 17-23 and must be followed for **each** unit rented at an affordable rate:*

1. Explain the income requirements for the available rental property to potential tenants. The figures on page 7, income limits by Parish and number of household members, are a useful guide for evaluating basic eligibility of potential tenants.
 - a. **"Annual income"** is all income going to, or on behalf of, all members of the household at the time of application, including income from assets, and any other additional income reasonably expected to be received over the next 12 months. Anticipated changes in income will be considered on a case-by-case basis. Certain sources of income are excluded from this definition for the purposes of determining income eligibility. This definition is for the purpose of determining income eligibility of the potential tenant. Certain sources of income are excluded from this definition for the purposes of determining income eligibility. The potential tenant must disclose all sources of income.
 - b. **"Included Income"** is income from sources listed in the table below that will be included in the review and determination of a potential tenant's income eligibility. Acceptable documentation of income can also be found in the chart entitled *Acceptable Sources and Documentation of Income*.
 - c. **"Excluded Income"** is income that may be received by a potential tenant but is not included in the review and determination of the tenant's income eligibility. Types of excluded income can be found in the section below entitled *What Should Be Excluded from Income Calculations?*

Acceptable Sources and Documentation of Income

This chart includes the Part 5 Income Inclusions as stated in the Code of Federal Regulations.

Types of Income	Supporting Documentation
Earned Income (Wages, Salary, Overtime, Bonus, Commissions)	3 consecutive pay stubs that show gross income and # of hours; or statement from employer that provides wage amount, # of hours worked per week and rate of pay;
Retirement, Pension, Interest or Dividend Income	Most current Statements from administering entity showing annual amount or periodic payments
Alimony, Child Support and Gift Income	Documents showing award amount (tax return, divorce decree, etc.)
Social Security (including SSI)	Most recent Award letter or other correspondence showing the total amount received. Bank statements cannot be accepted.
Temporary Assistance To Needy Families (TANF); Welfare Assistance; Other Public Assistance	
Unemployment, Workers and Disability Compensation, Severance Pay	
Net Income from Self-employment or a business	Quarterly IRS report or your most recent Federal Income tax return (if reflective of current income). Otherwise, use the Certification of Undocumented Income form attached.
Armed Forces Income	All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in the Income Exclusions).
Section 8 Voucher Program	Executed contract for current lease period. (Note: Other housing voucher programs are required to provide income documentation.)
Prospective Tenants who started a new job and only have 1 or 2 pay stubs are required to get a Statement of Gross Income from Employer or complete the Certificate of Undocumented Income in addition to the pay stubs. All documentation should include start and end dates in order to determine the annual income.	



2. If the tenants are interested in the rental unit and appear eligible, provide them with pages 17-22 for completion:
 - a. The “Income Documentation and Certification” worksheet is used to collect detailed information about income and assets and to make a final determination of the potential tenant’s low income status. This worksheet requires the tenant to state whether the household does or does not have certain types of income or assets totaling \$5,000 or more. Income information is reported for each adult household member. Additional sheets can be used if the tenant cannot fit all reported income or assets on the main form.
3. Provide Supporting Documentation. Refer to the *Acceptable Sources and Documentation of Income* chart.
 - a. If a potential tenant 18 years of age or older indicates that documentation is not available for some types of income (e.g., babysitting for a neighbor and paid in cash), the *Certification of Undocumented Income* must be completed and submitted.
 - b. If no household income is reported, the *Certification of No Income* must be completed for all tenants 18 years of age and older (i.e., all tenants 18 years and older should either submit proof of income or certification of no income).

What Should Be Excluded from Income Calculations?

According to HUD Guidelines (24 CFR 5.609 paragraph (c)), some types of income should **NOT** be included when calculating program incomes and are listed below:

- Food Stamps (the value of the allotment made under the Food Stamp Act of 1977)
- Income from Full-time Students in excess \$480 for each full-time student 18 years or older (excluding Head of Household (HOH) or spouse)
- Amounts from scholarships funded under Title VI of the Higher Education Act of 1965, including awards under federal work-study programs
- Student Financial Aid, the full amount of student financial assistance paid directly to the student or to the educational institution
- Social Security and SSI Income (received in a lump sum due to deferred payments); Income of Children (including foster children) under the age of 18
- Foster Care Payments
- Inheritance and Insurance Income, Medical Expense Reimbursements
- Income of Live-in Aides
- Increases of Disabled Person’s income



- Armed Forces Hazardous Duty Pay
- Self-Sufficiency Program Income
- Temporary, non-recurring, or sporadic income.

For a complete list of HUD Income definitions, inclusions and exclusions used in computing income please refer to:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm#background>

4. The property owner should enter the application number on all pages where indicated.
5. Complete *Property Owner: Tenant Information Certification and Signatures* on page 23.
6. Submit all items to program for approval.
7. The program will respond with a denial, approval, or request for more information.
8. When approved, and if the tenant wants to move into the property after the property rehabilitation is completed:
 - a. Property owners should submit executed *Move-in Notices* on the property
 - b. Sign a Lease
 - c. Provide a Lease Addendum
 - d. Provide with Optional Race and Ethnicity Form
9. Submit items a-d from #8 above to the Small Rental Property Program.

Please remember that the Small Rental Rehabilitation Program staff is available to help complete these forms by calling



Tenant Income Documentation and Certification

(To Be Completed by the Tenant)

Supporting Documentation must be returned with this signed certification form!

1. Household Composition

List ALL individuals who will be occupants of the unit assisted through the program (include unborn children).

Household Member's Full Legal Name	Social Security Number	Date of Birth	Driver's License Number (if applicable)	Previous Address	Does Household Member have Income? (Yes/No)
<i>Ex: John Connor Doe</i>	<i>123-45-6789</i>	<i>July 1, 1972</i>	<i>LA-123456789</i>	<i>123 Main St New Orleans, LA 70117</i>	<i>Yes</i>

Persons employed by the household as live-in caregivers are not considered Household Members.

Note: Housing Voucher Program (Section 8 Voucher, Permanent Supportive Housing) holders are not required to complete sections 2 through 4 and may skip to the *Household Certification by Tenant(s) and Signatures* section on page 20.

2. Detailed Income Eligibility Information

For all adult household members (18 years of age and older) listed above with income to report, provide detailed income information. List the Household Member's name, the Household Member's Income Source, Amount of Pay and Payment Frequency. All sources of income should be listed; however, the following are acceptable sources of income:

- Earned Income (Wages, Salary, Overtime, Bonus, Commission)
- Retirement, Pension, Social Security, Interest or Dividend Income
- Alimony, Child Support, Gift Income or Armed Forces Income
- Temporary Assistance to Needy Families (TANF), Welfare or other Public Assistance



- Unemployment, Workers and Disability Compensation, Severance Pay
- Net Income from Self-Employment or a Business
- Approved Housing Voucher Program participation

Tenant Income – Source, Amount and Frequency

Household Member	Income Sources (wages, retirement, etc.)	Amount of Pay and Payment Frequency (how you are paid)
<i>Ex: John Doe</i>	<i>Earned Income / Wages</i>	<i>\$10.00 / hour, 30 hours / week</i>
<i>Ex: Jane Doe</i>	<i>TANF (Welfare)</i>	<i>\$500, Once / month</i>

* If hourly wages are reported, be sure to provide the average number of hours worked per week. Include overtime hours and rate. Earned income also includes other types of payments including commissions, bonuses, tips, etc.

Anticipated Income Changes

Does any household member anticipate a change in income over the next 12 months? If yes, please provide the Household Member's name, the reason, the expected date of the change and supporting documentation.

Household Member	Explanation and Date of Income Change
<i>Ex: Jane Doe</i>	<i>Holiday employment. Ends Jan. 3, 2014.</i>

3. Supporting Documentation

For each of the income sources listed above, documentation must be provided to the property owner for verification. Examples of acceptable documentation include:

- For earned income: 3 consecutive pay stubs (within the past 6 months) or a written employer statement that shows rate of pay and hours worked.
- For each periodic payment such as retirement, Social Security, public assistance, unemployment: the most recent award letter or other correspondence that shows how much the individual was awarded and/or receives monthly. Please do not submit bank statements.
- Household Members who are self-employed must submit a recent quarterly report to IRS



- When documentation is not available for any income source, *Certification of Undocumented Income* form must be completed.
- When the household states that they make no income, the *Certification of No Income* form must be completed.

4. Assets

Do the total assets of all household members equal more than \$5,000? Yes No

If **NO**, please skip to the *Household Certification by Tenant*.

If **YES**, does any household member own any of the following assets?

ASSETS (Please check yes or no for each type of asset)		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Savings or Checking Account
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Cash on Hand
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Investments such as Stocks and Bonds
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Retirement Accounts
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Certificates of Deposit
Yes	No	Credit Union Accounts
Yes	No	Life Insurance Policies
Yes	No	Real Estate other than your Primary Residence
Yes	No	Other _____

If you answered "yes" to any of the asset questions above, please describe the assets in the box below.

Household Member	Type of Asset (See list above)	*Cash Value
<i>Ex: John Doe</i>	<i>Savings Account</i>	<i>\$400.00</i>
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

*Cash value is the amount received if this asset were converted to cash (e.g., for real estate the cash value would be its fair market value less any outstanding debt on property)



Household Certification by Tenant(s) and Signatures

I/We, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my/our signature(s) and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I/We certify that, to the best of my/our knowledge and belief, all information above is true, correct, complete, and provided in good faith. I/We understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I/We understand that any information I/We give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16 Identify Theft; and/or R.S. 14:72, Forgery).

Request and Consent to Release of Information: I hereby authorize and request all persons and entities to whom this request is presented having information relating to or concerning me, referenced herein above to furnish such information, including the review and copying of documents, to a duly appointed agent of the Small Rental Property Program whether or not such information would otherwise be protected from disclosure by any constitutional, statutory, or other legal privilege.

I hereby release, remise, indemnify, hold harmless, and forever discharge the person or entity to whom this request is presented, and his or its agents and employees from any and all manner of action, causes of action, suits, debts, judgments, executions, claims, damages, losses, expenses including attorney fees, and demands whatsoever, known or unknown, in law or equity, which I ever had, now have, may have, or claim to have against the person or entity to whom this request is presented or his or its agents or employees arising out of or by reason of complying with this request.

Privacy Statement to Tenant: The Small Rental Rehabilitation Program (SRRP) collects the income and household information required on this form strictly for the use of the Property Owner and SRRP. Collection of this information from Tenants participating in the SRRP is mandatory. The SRRP may disclose this information to authorized representatives of HUD and the State as required by those parties to monitor compliance with the SRRP. The SRRP may also disclose this information to federal, state and local agencies when relevant to civil, criminal or regulatory investigations or prosecutions.

Tenant's Printed Name	Tenant's Signature	Date

This form must be signed by all household members 18 years of age and older as listed on the enclosed TENANT INCOME DOCUMENTATION AND CERTIFICATION.





Certification of Undocumented Income

This form must be used when a Household Member is unable to provide documents supporting reported income. This may happen when a self-employed person operates on a cash basis (such as babysitters, hair stylist, handyman, etc.). Please provide the information below and certify to its accuracy.

1. What type of work do you do?

2. Why is documentation not available?

3. How many hours a week do you work?

4. How much do you get paid per hour? \$ _____

These values will be used to estimate your annual income. If you do not get paid by the hour on a weekly basis, please answer questions 2 and 3 by explaining how much and how frequently you are paid.

HOUSEHOLD CERTIFICATION BY TENANT(S) AND SIGNATURES

I/We, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my/our signature(s) and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I/We certify that, to the best of my/our knowledge and belief, all information above is true, correct, complete, and provided in good faith. I/We understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I/We understand that any information I/We give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16 Identify Theft; and/or R.S. 14:72, Forgery).

Tenant's Printed Name	Tenant's Signature	Date

A separate form must be submitted for each adult Household Member 18 years of age and older listed on the *Tenant Income Documentation and Certification* with undocumented income.





Certification of No Income

This form is to be completed by the Head of Household if the Household has absolutely NO income to report.

I, _____, as the Head of Household, hereby certify the Household has no income from any source to report on behalf of any adult Household Member 18 years of age and older.

The Household does not receive income from any of the following sources:

- Earned income (wages, salary, bonus, commissions)
- Retirement, Pension, Interest or Dividend income
- Alimony
- Child Support
- Assistance, monetary or otherwise, from family or friends (including bills paid on behalf of the family)
- Social Security (including SSI)
- Temporary Assistance to Needy Families (TANF)
- Other Public Assistance
- Unemployment
- Worker's Compensation
- Net Income from Self-employment or a business
- Any other income not specifically listed here

HOUSEHOLD CERTIFICATION BY TENANT AND SIGNATURE

I, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I certify that, to the best of my knowledge and belief, all the information above is true, correct, complete, and provided in good faith. I understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I understand that any information I give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16, Identify Theft; and/or R.S. 14:72, Forgery).

Tenant's Printed Name	Tenant's Signature	Date





Property Owner: Tenant Information Certification and Signatures

(Property Owner Signature Required. Submit to SRRP as part of Eligible Tenant Package.)

PROPERTY ADDRESS: _____

I/We, the undersigned, certify that the tenant information, including but not limited to all household income information and executed leases, provided for the affordable rental unit listed above, is to the best of my/our knowledge and belief is true, correct, complete, and provided in good faith. I/We understand that knowingly submitting false or fraudulent information may be grounds for denial or termination of an award amount and may be punishable by a fine and/or imprisonment. I/We understand that any information given may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16 Identify Theft; and/or R.S. 14:72, Forgery).

As of the date set forth opposite my/our signature(s), any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this income certification package(s) and leases, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

Property Owner's Printed Name	Property Owner's Signature	Date

This form must be signed by at least one Property Owner or Owner Representative.





Initial Lease and Lease Renewal Requirements

Affordable Units

A proper lease agreement, for at least one year, must be executed for all affordable units except as noted below. SRRP has provided a sample copy of an acceptable lease in this document. However, property owners may choose to use any lease that is legally acceptable in the State of Louisiana. In all cases, the lease must include ALL the following provisions:

- Name and address of the landlords
- Name of tenant
- Property address and unit number, if applicable, of the unit being leased
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent being charged to the tenant for the unit cannot exceed the program rent approved for the unit. (See table of maximum rents)
- Clear identification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family. (See table of utility allowances)
- When the rent payments are due
- Information on all deposits, if applicable
- Rules of tenancy, i.e., noise, provision for animals
- Maintenance requirements of the tenants, if any
- Maintenance requirements of property owners
- Late charges – amounts and when assessed
- Enforcement procedures
- Required SRRP Lease Addendum

Incentive and Advanced Funding Option

For Incentive and Advanced Funding awards, property owners must have an acceptable twelve (12) month lease in place at the time of final disbursement, or a previously SRRP approved 12 month lease that has expired, along with a SRRP-approved and fully-executed *Lease Rollover Certification* form.

Construction Management Initiative Option and Neighborhood Stabilization Program 3

For property owners participating in a Construction Option, the initial lease agreement approved for the SRRP assisted units must be for a minimum of twelve (12) months. Exceptions to this requirement may apply to persons displaced by Hurricane Isaac – see the section below on *Acceptability of Short-Term Leases for Residents Displaced Due to Hurricane Isaac*.

Acceptability of Short-Term Leases for Residents Displaced Due to Hurricane Isaac

SRRP shall accept leases on affordable units with a minimum lease term of three (3) months for the Displaced Population who chooses to enter into a temporary arrangement with SRRP landlords. This change applies to *initial* leases only and shall expire with the program deadline on 11/10/2013 when the SRRP will stop accepting tenant lease and income documentation. All initial leases approved after 11/10/2013 must meet the minimum twelve (12) month lease term requirement.

The Displaced Population must meet all SRRP tenant income eligibility program requirements, including, but not limited to Income Verification, Tenant Eligibility, Maximum Rent and Income Limits and Lease / Lease Addendum requirements. The Displaced Population will be eligible for the lease rollover as long as all lease rollover requirements are met. Proof of displacement is based on self-certification by the prospective tenant and/or SRRP landlord.

The SRRP landlord (Applicant/Property Owner) must comply with all program requirements, including, but not limited to income verification, tenant eligibility, maximum rent and income limits, lease / lease addendum, affordability compliance.



Persons not displaced by Hurricane Isaac are not impacted by this change and must continue to meet the existing twelve (12) month lease term requirement as well as all other applicable SRRP requirements.

Rent Levels

In order to ensure that assisted units remain affordable, SRRP establishes maximum allowable rent limits that can be found at www.road2LA.org/srpp, or by calling 1.888.ROAD.2.LA (1.888.762.3252) and selecting SRRP prompt (#3) to speak to an SRRP expert for information. These limits are based on the federal index for housing costs in the local area, and the federal index that reflects change in income levels for families residing in the same area. This policy is designed to allow rents to grow with costs while remaining affordable for the low and moderate income tenants they serve.

Housing Voucher Programs

Property owners participating in a third-party housing voucher program must provide the program with information regarding total rent amount collected and total rent amount charged to the tenant. This information must be completed in the Lease Addendum. Supporting documentation regarding the housing voucher programs may be requested by the program, as needed.

Rent Discounts

Leases that give tenants “discounts” when the rent is paid early will be acceptable. However, both rent amounts stated on the lease must be within the SRRP maximum rent limits. If a lease illustrates two rent amounts, such as a gross amount and net amounts, the rent amounts should be within the SRRP maximum rent limits.

Lease Renewal

If there are provisions in the lease for Hold Over, or automatic renewal, the renewal rent amount must be within the SRRP maximum rent limits at the time the lease is initially approved. If not acceptable, applicant must submit a new lease with the proper rent amount.

Month-to-Month Tenancy Requirements

The Program shall accept month-to-month rollovers of the annual lease submitted by the property owner that was previously reviewed and approved by the SRRP provided that all provisions below are met:

- The 12-month lease term for the tenant(s) in the previously reviewed and approved lease has expired or is within 60 days of expiration
- The property owner and tenant(s) have a lease that meets or met all program requirements, has been submitted to the program for approval, and after review, was approved by the program
- The rollover of the lease does not include any addendums, additional costs or changes in rent amounts unless the tenant rent change was directed by a voucher program
- The rollover of the lease is for the same individual tenant(s) as previously approved
- The *Lease Rollover Certification* includes both the printed name and the signature of the property owner and the tenant, as well as the date that the form was signed.

Property owners have the option to execute a new lease or allow a rollover of the existing lease provided they meet all requirements above. If they do not meet all the requirements, they will be immediately deemed noncompliant. It is the intent that all terms in the previously approved lease remain unchanged in order for the lease rollover to be considered.

Market Rate Units

Leases are required for all occupied market rate units prior to Closing. If the market rate unit is vacant or if it is occupied without a current lease then the owner must provide a written statement to that effect prior to closing.



Once the file has been fully funded, there are no additional post-closing requirements for long term monitoring on market rate units. Verification of occupancy status on market rate units during the affordability period is not required.

Move-In Requirements

If you plan to rent a unit before receipt of SRRP funds, please provide the Move-In Notice enclosed in this packet to all prospective tenants for both those units that are receiving an SRRP award and those units that are not. Under no circumstances should a unit be leased prior to receiving a Certificate of Occupancy. These tenants must receive the Move-In Notice prior to signing a lease agreement in order to prevent an obligation to provide relocation benefits should displacement occur. (Refer to the *Tenant Displacement Policy* on page 10 for more information.) After completing the Move-In Notice, owners must forward the original signed notice to the Small Rental Property Program.



Move-In Notice

For Prospective Tenants

On _____, _____ submitted an application through
[Enter date of application] [Enter property owner's name]
Small Rental Property Program for financial assistance under a program funded by the Department of Housing and Urban
Development (HUD). The proposed project involves rehabilitation of the property located at
_____. Because federal funds are planned for use in
[Enter property address]

this project, people who were tenants at the time the application was submitted for funding may be eligible to receive relocation assistance as defined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. However, if you choose to occupy this property after [enter date of application] as a new tenant you **will not be eligible** for relocation payments or assistance under the URA.

This notice is to inform you of the following information *before* you enter into any lease agreement or occupy the property located at the above address:

- I may be displaced by the project.
- I may be required to relocate temporarily.
- I may be subject to a rent increase.
- I will not be entitled to any relocation payments or assistance provided under the URA. If I have to move or my rent is increased as a result of the project above, I will not be reimbursed for any such rent increase or for any costs or expenses I incur in connection with a move as a result of the project.

Please read this notification carefully **prior to signing** a rental agreement and moving into this project. If you should have any questions about this notice, please contact the Small Rental Property Program at 1.888.ROAD.2.LA. Once you have read and understood this notice, please sign the statement below, acknowledging the conditions under which you will be moving into this property, if you still choose to lease the unit.

I have read the above information and understand the conditions under which I am moving into this property, specifically. I realize that I must sign this document prior to moving into this property.

Print Name of Head of Household (Tenant)

Tenant's Signature(s)

Date

Address and Unit Number





Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in _____ Parish, Louisiana, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ [specify number of months or years], such term beginning on _____, and ending at 12 o'clock midnight on _____.

2. **RENT.** The total rent for the term hereof is the sum of _____ DOLLARS (\$_____) payable on the _____ day of each month of the term, in equal installments of _____ DOLLARS (\$_____), first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

(Tenant Initials: _____ Date: _____)

3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$_____) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.



6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.**

Tenant shall be responsible for arranging for and paying for the following utility services required on the Premises:

Landlord shall be responsible for arranging for and paying for the following utility services required on the Premises:

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c) Not obstruct or cover the windows or doors;
- d) Not leave windows or doors in an open position during any inclement weather;
- e) Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;



- f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g) Keep all air conditioning filters clean and free from dirt;
- h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new one year lease will be required under SRRP regulations, or tenancy from month-to-month can be created between Landlord and Tenant. If approved, the month-to-month lease shall be subject to all of



SRRP's terms and conditions except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

17. **ANIMALS.** Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS (\$ _____), DOLLARS (\$ _____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.

If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within ten (10) calendar days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _____ DOLLARS (\$ _____).

22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.



24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Louisiana.

26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

[Landlord's Name]

[Landlord's Address]

If to Tenant to:

[Tenant's Name]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.



33. MEGAN'S LAW DISCLOSURE. As required under Louisiana law, Landlord hereby notifies Tenant that the Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's departments and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at <http://www.lsp.org/socpr/default.html> and contains address, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, and Baton Rouge, LA, 70896. Tenant may also e-mail State Services at SOCPR@dps.state.la.us for more information.

34. LEAD WARNING DISCLOSURE. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE:

a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing
(explain): _____

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the Lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here):

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the units.

LESSEE'S ACKNOWLEDGMENT (initial below):

c) Lessee has received copies of all information listed above. _____

d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*. _____

AGENT'S ACKNOWLEDGMENT (initial below):

e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. _____

35. ADDITIONAL PROVISIONS; DISCLOSURES.

[Landlord should note above any disclosures about the premises that may be required under federal or Louisiana law, such as any flood hazards.]



As to Landlord this _____ day of _____, 20____.

LANDLORD:

Signature: _____

Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20____.

TENANT ("Tenant"):

Signature: _____

Print: _____ Date: _____

TENANT:

Signature: _____

Print: _____ Date: _____

TENANT:

Signature: _____

Print: _____ Date: _____

AGENT:

Signature: _____

Print: _____ Date: _____





Notice to Tenant. The owner has entered into a contract with the State of Louisiana, Office of Community Development under the Small Rental Property Program. The tenant-lease agreements must comply with the SRRP's regulations. SRRP contain provisions on the maximum rent levels which may be charged to the tenant on the rental property, tenant eligibility and nondiscriminatory tenant selection practices. For more information on the Small Rental Rehabilitation Program or to report program violations, please contact the Small Rental Rehabilitation Program at _____ or via the internet at _____.

Tenant Signature: _____

Print: _____ Date: _____





Small Rental Property Program - Lease Addendum

Effective January 1, 2014

The leased premises at _____ is an affordable rental unit participating in the Small Rental Property Program (Program), developed by the Louisiana Recovery Authority (LRA) and implemented by the Office of Community Development (OCD). Under the Small Rental Property Program, there are certain restrictions with which the Owner/Lessor must comply during the affordability period required by the program. These conditions include but are not limited to the following:

1. Term. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term specified in the lease that is submitted and approved by the Program.

2. Rent.
 - A. Tenant-Paid Amount. Monthly rent amount paid by the tenant to the property owner for the leased premises. \$ _____

 - B. Voucher Amount. Monthly amount paid by the voucher program to the property owner. \$ _____

 - C. Total Rent Amount. Total monthly rent amount collected by the property owner for the leased premises. \$ _____

Tenant Initials: _____ Date: _____



3. Rent Restrictions.

A. OWNER PAYING ALL UTILITIES: If the Tenant/Lessee is NOT required to pay for any utilities (heating, air conditioning, cooking, water heating [gas or electric], water/sewer, or trash collection), the maximum rent amounts which can be charged for any unit leased after the rates are officially published (on the SRRP website, until SRRP posts the updated annual rates again) are listed on the chart below:

<i>Effective 01/01/2014</i>	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
St. John the Baptist Parish					
50% Tier	\$577.00	\$616.00	\$742.00	\$854.00	\$955.00
65% Tier	\$694.00	\$755.00	\$896.00	\$1,088.00	\$1,171.00
80% Tier	\$798.00	\$852.00	\$1,026.00	\$1,276.00	\$1,440.00



B. TENANT PAYING ALL OR PART OF THE UTILITIES: During the affordability period, the rent for the leased premises is restricted. If the Tenant/Lessee is responsible for paying any utilities, (heating, air conditioning, cooking, water heating [electric or gas] and trash collection), the maximum rent which can be charged for the unit is listed below:

<i>Effective 01/01/2014</i>	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
St. John the Baptist Parish					
50% Tier	\$437.00	\$456.00	\$542.00	\$614.00	\$675.00
65% Tier	\$554.00	\$595.00	\$696.00	\$848.00	\$891.00
80% Tier	\$658.00	\$692.00	\$826.00	\$1,036.00	\$1,160.00

2014 Utility Allowances

MSA/Parish	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
All Parishes	\$140.00	\$160.00	\$200.00	\$240.00	\$280.00



During the affordability period, the Owner/Lessor is not allowed to charge or collect from the Tenant/Lessee any payment for rent over the applicable rent restricted amount referenced above (subject to rent increases after the first year). The restricted rent amounts will be adjusted annually, as further described below. If the Owner/Lessor charges or collects any excess rent or utility payments, the excess amount must be returned to the Tenant/Lessee.

4. **Rent Changes.** Allowable annual rent levels to be charged for occupancy of Restricted Units shall be calculated and published by OCD on an annual basis. The amount of the allowable increase/decrease in rent levels will be an amount equal to the greater of: (i) percentage increase in Area Median Income; or (ii) Annual Adjustment Factor (as published by the U.S. Department of Housing and Urban Development), but in no event shall the increase exceed five (5%) percent on an annual basis. There will be no cumulative rent increases/decreases allowed for future years in the event the percentage increase in the Area Median Income or Annual Adjustment Factor (as published by the U.S. Department of Housing and Urban Development) is greater than 5% for any prior year. An increase in an eligible Tenant/Lessee's income above the otherwise allowable levels shall not result in the change in occupancy status of such eligible Tenant/Lessee, nor may such eligible Tenant/Lessee's rent be increased above the rate that would otherwise be charged to such eligible Tenant/Lessee under the terms of the Program. For more information about the maximum allowable rent increase for a participating unit, the Tenant/Lessee may contact 1.888.ROAD.2.LA (1.888.762.3252). TTY callers use 711 relay or 1.800.846.5277.
5. **Inspection of Premises.** Upon written notification to the Tenant/Lessee, the Owner/Lessor or an authorized agent of the Small Rental Property Program shall have the right during the term of this affordability period, to enter the premises for the purpose of inspecting the premises and all buildings and improvements thereon.
6. **Fair Housing.** During the term of the affordability period, the Owner/Lessor has agreed to abide by all federal and state Fair Housing laws and regulations. The Owner/Lessor will not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of units on the basis of race, color, ancestry, national origin, religion, sex, age, marital status, family status, physical or mental disability, or any other arbitrary basis. If the Tenant/Lessee believes his or her rights have been violated, the Tenant/Lessee can file a fair housing complaint in several ways:
 - a) **By Phone:** The Louisiana Attorney General's Office, Equal Housing Section, Fair Housing Hotline; 1-800-273-5718
 - b) **By Phone:** The U.S. Department of Housing and Urban Development ("HUD"), Fair Housing: 1-800-669-9777 (toll-free Hotline), or (817) 978-5900, or TTY (817) 978-5595
 - c) **By Internet:** HUD's Homes and Communities website at <http://www.hud.gov/complaints/housediscrim.cfm>.
 - d) **By Mail:** The Tenant/Lessee can print out the form from the above listed website, complete and mail it to the regional HUD office located below:

Fair Housing Hub
U.S. Department of Housing and Urban Development
801 Cherry Street, 27th Floor
P.O. Box 2905
Fort Worth, Texas 76113-2905
7. **Lead Warning Disclosure.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Owner/Lessor must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenant/Lessee's must also receive a federally approved pamphlet on lead poisoning prevention ("Protect Your Family from Lead in Your Home").
8. **Additional Provisions, Disclosures.** Owner/Lessor should note any disclosures about the premises that may be required under federal or Louisiana law, such as any flood hazards. _____
9. **Notices to Tenant/Lessee.** The Owner/Lessor has entered into a contract with the Small Rental Property Program. Lease agreements must comply with the program's regulations. The program contains provisions on the maximum rent levels that may be charged to the tenant, tenant eligibility, and nondiscriminatory tenant selection practices. For more information on the Small Rental Property Program or to report program violations, please contact the program at 1.888.ROAD.2.LA (1.888.762.3252) or via the Internet at www.road2la.org/srpp.



10. Tenant/Lessee Protections.

- a) Lease Term. The lease between a Tenant/Lessee and an Owner/Lessor of an affordable unit assisted with program funds must be for not less than one year.
- b) Prohibited lease provisions. The lease may not contain any of the following provisions:
 - i. Agreement to be sued. Agreement by the Tenant/Lessee to be sued, to admit guilt or to a judgment in favor of Owner/Lessor in any lawsuit brought in connection with the lease.
 - ii. Treatment of property. Agreement by the Tenant/Lessee that the Owner/Lessor may take, hold, or sell personal property of household members without notice to the Tenant/Lessee and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant/Lessee concerning disposition of personal property remaining in the unit after the Tenant/Lessee has moved out of the unit. The Owner/Lessor may dispose of this personal property in accordance with state law.
 - iii. Excusing Owner/Lessor from responsibility. Agreement by the Tenant/Lessee not to hold the Owner/Lessor or the Owner's/Lessor's agent legally responsible for any action or failure to act, whether intentional or negligent.
 - iv. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - v. Waiver of legal proceedings. Agreement by the Tenant/Lessee that the Owner/Lessor may evict the Tenant/Lessee without a court proceeding.
 - vi. Waiver of a jury trial. Agreement by Tenant/Lessee to waive any right to trial by jury.
 - vii. Waiver of right to appeal court decision. Agreement by the Tenant/Lessee to waive a right to appeal a court decision in connection with the lease; and
 - viii. Tenant/Lessee chargeable with cost of legal actions regardless of outcome.
- c) Termination of tenancy. An Owner/Lessor may not terminate the tenancy of a Tenant/Lessee of an affordable unit assisted with program funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Whereas Louisiana law does not require any Owner/Lessor to renew or re-enter into any lease or agreement to extend either the initial term or any extension of any lease, Owner/Lessor hereby agrees to give Tenant/Lessee and the State through the Office of Community Development reasonable written notice of at least 45 days stating Owner's/Lessor's intention. Equally, Tenant/Lessee agrees to give Owner/Lessor and the State through the Office of Community Development reasonable written notice of at least 45 days of tenant's/lessee's intention to not renew any lease or extension. .
- d) Tenant/Lessee selection. An Owner/Lessor of an affordable unit assisted with program funds must ensure that the tenant selection process:
 - i. Is consistent with the purpose of providing an affordable unit for low- and moderate-income families;
 - ii. Is reasonably related to program eligibility and the Tenant/Lessee's ability to perform the obligation of the lease;
 - iii. Will provide for the selection of Tenant/Lessee's from a written waiting list in the chronological order of their application, insofar as is practicable; and,
 - iv. Will give prompt written notification to any rejected applicant of the grounds for any rejection with accommodations being made for alternate notifications as required.
- e) Maintenance and replacement. The Owner/Lessor of the affordable unit shall maintain the premises in compliance with all applicable program requirements and local code requirements.

11. Conflict with Other Lease Provisions and Enforceability. If there is any conflict between this addendum and any other provision of the lease between the Owner/Lessor and the Tenant/Lessee, the requirements of the Small Rental Property Program's required lease addendum shall control. The Tenant/Lessee has a private right of action to enforce the lease addendum against the Owner/Lessor.

12. Authorization for Program to Obtain Information Directly from the Tenant/Lessee. During the affordability period, the Small Rental Property Program may from time to time request information directly from the Tenant/Lessee to ensure program compliance. The Tenant/Lessee understands that these requests for information may be made and that the Tenant/Lessee should respond to such requests accurately and timely.



13. Right to Record Lease. The Tenant/Lessee has the right to record the terms of the lease and the lease addendum on the public record. If the tenant/lessee chooses to record the lease, the cost of recording shall be at the tenant/lessee's expense.

OWNER/LESSOR:

TENANT/LESSEE:

Signature

Signature

Date

Date





Lease Rollover Certification

Property _____ Owner: _____
 Property _____ Address: _____
 Tenant _____ Head _____ of _____ Household: _____
 Current Monthly Rent Amount: _____

The Small Rental Property Program will accept a Rollover lease provided that all provisions are met:

- The 12-month lease term for the above named tenant has expired or is within 60 days of expiration
- The above named property owner and tenant have a lease that meets or met all program requirements, has been submitted to the program for approval, and after review, was approved by the program
- The rollover of the lease does not include any addendums, additional costs or changes in rent amounts unless the tenant rent change was directed by a voucher program
- The rollover of the lease is for the same individual tenant(s) as previously approved
- The *Lease Rollover Certification* includes both the printed name and the signature of the property owner and the tenant, as well as the date that the form was signed

I/We, the undersigned, certify that the tenant information, including but not limited to all household members, income information and executed leases provided for the affordable rental unit listed above, remains to the best of my/our knowledge and belief true, correct, complete, unchanged and provided in good faith.

I/We understand that knowingly submitting false or fraudulent information may be grounds for denial or termination of an award amount and may be punishable by a fine and/or imprisonment. I/We understand that any information given may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16, Identify Theft; and/or R.S. 14:72, Forgery).

As of the date set forth opposite my/our signature(s), any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this income certification package(s) and leases, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

PROPERTY OWNER		
Printed Name	Signature	Date

TENANT		
Printed Name	Signature	Date

This form must be signed by at least one property owner or owner representative and one tenant.





Tenant Certification of Displacement Due to Hurricane Isaac

SR No.:

Property Address:

On this _____, day of _____, 20____, I, _____,
hereby certify to the Louisiana Small Rental Property Program that I was displaced from my residence at
_____, Louisiana, as a result of Hurricane Isaac's landfall
on August 29, 2012, and that as a member of the Displaced Population, I am in temporary need of housing until I can return to
my pre-storm residence.

I, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth above and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made in this certification of displacement, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I certify that, to the best of my knowledge and belief, all the information above is true, correct, complete, and provided in good faith. I understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I understand that any information I give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67.16, Identify Theft; and/or R.S. 14:72, Forgery).

Tenant Signature

Print Tenant Name





Lead-Based Paint and/or Lead-Based Hazards

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the Premises. Tenant must also receive a federally approved pamphlet on lead poisoning prevention entitled *Protect Your Family from Lead in Your Home*.

Landlord's Disclosure

1. Presence of lead-based paint and/or lead-based paint hazards (check one below):

a) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to Landlord (check one below):

a) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here):

b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial below)

a) Tenant has received copies of all information listed above.

b) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*

Agent's Acknowledgment (initial below)

a) Agent has informed the landlord of the obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy (sign and date below)

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord Signature

Date

Landlord Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Agent Signature

Date

Agent Signature

Date





Tenant Race and Ethnic Data Reporting

(Form HUD-27061-H)

This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development through the Small Rental Property Program.

Property owners are required to offer applicants/tenants the option to complete the Voluntary Tenant Race and Ethnicity Information form at initial application or lease signing. Existing tenants must be offered an opportunity to complete the form as part the lease renewal process. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form; however, the owner may place a note in the tenant file stating the applicant/tenant refused to complete the form. Parents or guardians are to complete the form on behalf of children under the age of 18.

Completed documents for the entire household should be submitted together with the lease information.

1. The two ethnic categories to choose from are defined below. Please check one of the two categories.
 - 1) **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 - 2) **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below: Please check as many as apply to you.
 - 3) **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 - 4) **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
 - 5) **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
 - 6) **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - 7) **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.



Small Rental Tenant Demographic Survey

Date:

Reference Number:

Tenant Name	Phone No	Property Owner Name
Rental Property Address	City State Zip Code	Email address

1. **Special Needs – Identifying Persons with Disabilities:** Do you, or any other member of your household, have physical or mental disabilities that may require special consideration related to housing? (Example: wheelchair or walker dependent, special medical equipment to live, mobility, visual or hearing impairment, etc)? _____ Yes _____ No
2. **Head of Household Gender** Male Female
3. **Head of Household Age** _____
4. **Tenant Race & Ethnicity:** The information below must be completed for the head of household.

Ethnicity (Select One)

- A. Hispanic/Latino
 B. Non Hispanic/Latino

Race (Select all that apply)

- C. American Indian or Alaska Native
 D. Asian
 E. Black or African American
 F. Native Hawaiian or Other Pacific Islander
 G. White
 H. American Indian or Alaska Native and White
 I. Asian and White
 J. Black or African American *and* White
 K. American Indian or Alaska Native *and* Black or African American
 L. Other Multi-Racial

Tenant's signature _____ Date _____

