



## SMALL RENTAL PROPERTY PROGRAM

Policy & Guidelines: Part X

---

# Rental Property Owner Guide

---

to Tenant Selection & Occupancy

**Version 5.0**

**May 1, 2019**

Small Rental Property Program, P.O. Box 4729, Baton Rouge, LA 70821-4729

1 (888) ROAD2LA -- 1 (888) 762-3252

FAX: (225) 612-3434

Email: [Rental@road2la.org](mailto:Rental@road2la.org)

Website: [www.lhc.la.gov](http://www.lhc.la.gov)

## Table of Contents

<b>OVERVIEW.....</b>	<b>4</b>
<i>Incentive Award .....</i>	4
<i>Construction Options .....</i>	4
<i>Advanced Funding Option .....</i>	4
<b>Fair Housing and Tenant Outreach .....</b>	<b>4</b>
<i>LAHousingSearch.org.....</i>	5
<b>GUIDELINES TO SELECTING PROGRAM-APPROVED TENANTS .....</b>	<b>6</b>
<b>2019 Area Median Income (AMI) Limits (Effective May 15, 2019) .....</b>	<b>7</b>
<b>2019 Maximum Rents by AMI Tiers .....</b>	<b>8</b>
<i>Owner Pays All Utilities (Effective January 1, 2019).....</i>	8
<i>Tenant Pays Utilities (Effective January 1, 2019) .....</i>	9
<i>2019 Utility Allowances.....</i>	9
<b>Tenant Displacement Policy.....</b>	<b>10</b>
<b>Selecting Tenants with Housing Vouchers.....</b>	<b>11</b>
<i>Fair Housing and Voucher Programs .....</i>	11
<b>TENANT INCOME VERIFICATION.....</b>	<b>12</b>
<b>Why Income Information Is Needed .....</b>	<b>12</b>
<i>Federal Income Limits .....</i>	12
<i>Total Household Income.....</i>	12
<i>Non-Income Approved Tenants.....</i>	12
<i>Social Security Numbers .....</i>	12
<b>COMPLETING AND SUBMITTING TENANT INFORMATION .....</b>	<b>14</b>
<i>Acceptable Sources and Documentation of Income.....</i>	14
<i>Additional Documentation Required for NSP3 (No Income).....</i>	15
<i>What Should Be Excluded from Income Calculations? .....</i>	15
<b>TENANT INCOME DOCUMENTATION AND CERTIFICATION.....</b>	<b>17</b>
<b>Household Certification by Tenant(s) and Signatures .....</b>	<b>20</b>
<i>Certification of Undocumented Income.....</i>	21
<i>Certification of No Income .....</i>	22
<b>Property Owner: Tenant Information Certification and Signatures.....</b>	<b>23</b>



<b>INITIAL LEASE AND LEASE RENEWAL REQUIREMENTS.....</b>	<b>24</b>
<b>Affordable Units .....</b>	<b>24</b>
<i>Acceptability of Short-Term Leases for Residents Displaced Due to Hurricane Isaac .....</i>	<i>24</i>
<i>Rent Levels.....</i>	<i>25</i>
<i>Housing Voucher Programs.....</i>	<i>25</i>
<i>Rent Discounts .....</i>	<i>25</i>
<i>Lease Renewal.....</i>	<i>25</i>
<i>Month-to-Month Tenancy Requirements .....</i>	<i>25</i>
<b>Market Rate Units .....</b>	<b>26</b>
<b>Move-In Requirements .....</b>	<b>26</b>
<b>Move-In Notice.....</b>	<b>27</b>
<b>Residential Lease Agreement .....</b>	<b>28</b>
<b>Small Rental Property Program - Lease Addendum .....</b>	<b>36</b>
<b>Lease Rollover Certification Form.....</b>	<b>42</b>
<b>Tenant Certification of Displacement Due to Hurricane Isaac.....</b>	<b>44</b>
<b>Lead-Based Paint and/or Lead-Based Hazards .....</b>	<b>45</b>
<b>TENANT RACE AND ETHNIC DATA REPORTING.....</b>	<b>46</b>
<b>Small Rental Tenant Demographic Survey .....</b>	<b>47</b>

## Overview

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

SRPP property owners participating in the Neighborhood Stabilization Program 3 Option (NSP3) must also comply with federal, state and program requirements, including but not limited to, tenant income eligibility, allowable rents, affordability periods and lease requirements unless specifically stated otherwise. References to SRPP in this document include NSP3. If there is a difference between the two, the more stringent guidelines apply.

Failure to comply may result in financial penalties including repayment of SRPP and/or NSP3 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.

### ***Incentive Award***

For property owners receiving an Incentive Award, all required documentation (including obtaining Program-approved income-qualified tenants AND registering your property on [www.LAHousingSearch.org](http://www.LAHousingSearch.org)) must be obtained prior to closing.

### ***Construction Options***

#### **(Construction Management Initiative (CMIO) & Neighborhood Stabilization Program 3 (NSP3) Options)**

Property owners participating in the CMIO or NSP3 Option will have 60 days from the date the final inspection is passed to provide SRPP with income and lease documentation for eligible tenants. If you do not provide program-approved income-qualified tenants AND register your property on [www.LAHousingSearch.org](http://www.LAHousingSearch.org), your file will be deemed noncompliant.

### ***Advanced Funding Option***

For property owners participating in the Advanced Funding Option, you will have three (3) months from the date the Certificate of Occupancy is obtained to provide SRPP with all required documentation which includes program-approved, income-qualified tenants AND register your property on [www.LAHousingSearch.org](http://www.LAHousingSearch.org).

## **Fair Housing and Tenant Outreach**

To receive a SRPP award, all affordable units on the property must be occupied by income-eligible tenants. Because the SRPP 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 housing for low- and moderate-income families (families earning at or below 80% of area median income)
- 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 obtained by calling the Small Rental Property Program at 1.888.ROAD.2.LA (1.888.762.3252) and selecting SRPP prompt (#3), by copying the logos below, or 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](http://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 SRPP has verified, you can send a copy of your listing in with your tenant documentation.



## Guidelines to Selecting Program-Approved Tenants

SRPP 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



**2019 Area Median Income (AMI) Limits (Effective May 15, 2019)**

MSA/Parish	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<b>New Orleans MSA: Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany Parish</b>								
50% Tier	\$23,600	\$27,000	\$30,350	\$33,700	\$36,400	\$39,100	\$41,800	\$44,500
65% Tier	\$30,650	\$35,050	\$39,450	\$43,800	\$47,350	\$50,800	\$54,300	\$57,800
80% Tier	\$37,750	\$43,150	\$48,550	\$53,900	\$58,250	\$62,550	\$66,850	\$71,150
<b>Lake Charles MSA: Calcasieu Parish and Cameron Parish</b>								
50% Tier	\$20,050	\$22,900	\$25,750	\$28,600	\$30,900	\$33,200	\$35,500	\$37,800
65% Tier	\$26,050	\$29,750	\$33,500	\$37,150	\$40,200	\$43,150	\$46,100	\$49,100
80% Tier	\$32,050	\$36,600	\$41,200	\$45,750	\$49,450	\$53,100	\$56,750	\$60,400
<b>Acadia Parish</b>								
50% Tier	\$17,900	\$20,450	\$23,000	\$25,550	\$27,600	\$29,650	\$31,700	\$33,750
65% Tier	\$23,300	\$26,600	\$29,950	\$33,250	\$35,900	\$38,550	\$41,250	\$43,900
80% Tier	\$28,650	\$32,750	\$36,850	\$40,900	\$44,200	\$47,450	\$50,750	\$54,000
<b>Iberia Parish</b>								
50% Tier	\$19,200	\$21,950	\$24,700	\$27,400	\$29,600	\$31,800	\$34,000	\$36,200
65% Tier	\$24,950	\$28,500	\$32,100	\$35,650	\$38,500	\$41,350	\$44,200	\$47,050
80% Tier	\$30,700	\$35,100	\$39,500	\$43,850	\$47,400	\$50,900	\$54,400	\$57,900
<b>Tangipahoa Parish</b>								
50% Tier	\$23,250	\$26,550	\$29,850	\$33,150	\$35,850	\$38,500	\$41,150	\$43,800
65% Tier	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900
80% Tier	\$37,150	\$42,450	\$47,750	\$53,050	\$57,300	\$61,550	\$65,800	\$70,050
<b>Terrebonne Parish</b>								
50% Tier	\$21,300	\$24,350	\$27,400	\$30,400	\$32,850	\$35,300	\$37,700	\$40,150
65% Tier	\$27,700	\$31,650	\$35,600	\$39,550	\$43,250	\$45,850	\$49,050	\$52,200
80% Tier	\$34,100	\$38,950	\$43,800	\$48,650	\$52,550	\$56,450	\$60,350	\$64,250
<b>Vermillion Parish</b>								
50% Tier	\$21,700	\$24,800	\$27,900	\$31,000	\$33,500	\$36,000	\$38,450	\$40,950
65% Tier	\$28,250	\$32,250	\$36,300	\$40,300	\$43,550	\$46,750	\$50,000	\$53,200
80% Tier	\$34,750	\$39,700	\$44,650	\$49,600	\$53,600	\$57,550	\$61,550	\$65,500
<b>Washington Parish</b>								
50% Tier	\$17,850	\$20,400	\$22,950	\$25,450	\$27,500	\$29,550	\$31,600	\$33,600
65% Tier	\$23,150	\$26,500	\$29,800	\$33,050	\$35,750	\$38,400	\$41,050	\$43,650
80% Tier	\$28,500	\$32,600	\$36,650	\$40,700	\$44,000	\$47,250	\$50,500	\$53,750

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



## 2019 Maximum Rents by AMI Tiers

### Owner Pays All Utilities (Effective January 1, 2019)

<i>Effective 1/1/2019</i>	Eff	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
<b>New Orleans MSA: Jefferson, Orleans, Plaquemines, St. Bernard, &amp; St. Tammany Parish</b>					
50% Tier	\$577.00	\$616.00	\$742.00	\$854.00	\$955.00
65% Tier	\$694.00	\$755.00	\$896.00	\$1,088.00	\$1,200.00
80% Tier	\$798.00	\$852.00	\$1,026.00	\$1,277.00	\$1,477.00
<b>Lake Charles MSA: Calcasieu &amp; Cameron Parish</b>					
50% Tier	\$439.00	\$524.00	\$623.00	\$744.00	\$929.00
65% Tier	\$568.00	\$677.00	\$808.00	\$939.00	\$1,120.00
80% Tier	\$710.00	\$830.00	\$1,005.00	\$1,158.00	\$1,289.00
<b>Acadia Parish</b>					
50% Tier	\$383.00	\$415.00	\$492.00	\$577.00	\$662.00
65% Tier	\$492.00	\$536.00	\$645.00	\$743.00	\$907.00
80% Tier	\$612.00	\$655.00	\$786.00	\$907.00	\$1,016.00
<b>Iberia Parish</b>					
50% Tier	\$418.00	\$445.00	\$521.00	\$622.00	\$710.00
65% Tier	\$492.00	\$536.00	\$645.00	\$780.00	\$907.00
80% Tier	\$612.00	\$655.00	\$786.00	\$952.00	\$1,067.00
<b>Tangipahoa Parish</b>					
50% Tier	\$401.00	\$448.00	\$548.00	\$659.00	\$769.00
65% Tier	\$517.00	\$570.00	\$684.00	\$857.00	\$1,000.00
80% Tier	\$641.00	\$702.00	\$842.00	\$1,055.00	\$1,231.00
<b>Terrebonne Parish</b>					
50% Tier	\$426.00	\$445.00	\$540.00	\$744.00	\$934.00
65% Tier	\$540.00	\$544.00	\$696.00	\$967.00	\$1,214.00
80% Tier	\$665.00	\$669.00	\$857.00	\$1,190.00	\$1,494.00
<b>Vermillion Parish</b>					
50% Tier	\$383.00	\$415.00	\$492.00	\$611.00	\$705.00
65% Tier	\$492.00	\$536.00	\$645.00	\$782.00	\$917.00
80% Tier	\$612.00	\$655.00	\$786.00	\$963.00	\$1,128.00
<b>Washington Parish</b>					
50% Tier	\$383.00	\$415.00	\$492.00	\$602.00	\$651.00
65% Tier	\$492.00	\$536.00	\$645.00	\$743.00	\$907.00
80% Tier	\$612.00	\$655.00	\$786.00	\$907.00	\$1,041.00





**Tenant Pays Utilities (Effective January 1, 2019)**

<i>Effective 1/1/2019</i>	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
<b>New Orleans MSA: Jefferson, Orleans, Plaquemines, St. Bernard &amp; St. Tammy Parish</b>					
50% Tier	\$393.00	\$421.00	\$499.00	\$564.00	\$572.00
65% Tier	\$510.00	\$560.00	\$653.00	\$798.00	\$829.00
80% Tier	\$614.00	\$657.00	\$783.00	\$1,014.00	\$1,109.00
<b>Lake Charles MSA: Calcasieu Parish, Cameron Parish</b>					
50% Tier	\$255.00	\$329.00	\$380.00	\$454.00	\$546.00
65% Tier	\$384.00	\$482.00	\$565.00	\$649.00	\$737.00
80% Tier	\$526.00	\$635.00	\$762.00	\$868.00	\$906.00
<b>Acadia Parish</b>					
50% Tier	\$199.00	\$220.00	\$249.00	\$287.00	\$279.00
65% Tier	\$308.00	\$341.00	\$402.00	\$453.00	\$524.00
80% Tier	\$428.00	\$460.00	\$543.00	\$617.00	\$633.00
<b>Iberia Parish</b>					
50% Tier	\$234.00	\$250.00	\$278.00	\$332.00	\$327.00
65% Tier	\$308.00	\$341.00	\$402.00	\$490.00	\$524.00
80% Tier	\$428.00	\$460.00	\$543.00	\$662.00	\$684.00
<b>Tangipahoa Parish</b>					
50% Tier	\$217.00	\$253.00	\$305.00	\$369.00	\$386.00
65% Tier	\$333.00	\$375.00	\$441.00	\$567.00	\$617.00
80% Tier	\$457.00	\$507.00	\$599.00	\$765.00	\$848.00
<b>Terrebonne Parish</b>					
50% Tier	\$242.00	\$250.00	\$297.00	\$454.00	\$551.00
65% Tier	\$356.00	\$349.00	\$453.00	\$677.00	\$831.00
80% Tier	\$481.00	\$474.00	\$614.00	\$900.00	\$1,111.00
<b>Vermillion Parish</b>					
50% Tier	\$199.00	\$220.00	\$249.00	\$321.00	\$322.00
65% Tier	\$308.00	\$341.00	\$402.00	\$492.00	\$534.00
80% Tier	\$428.00	\$460.00	\$543.00	\$673.00	\$745.00
<b>Washington Parish</b>					
50% Tier	\$199.00	\$220.00	\$249.00	\$312.00	\$268.00
65% Tier	\$308.00	\$341.00	\$402.00	\$453.00	\$524.00
80% Tier	\$428.00	\$460.00	\$543.00	\$617.00	\$658.00

**2019 Utility Allowances**

<b>MSA/Parish</b>	<b>Eff</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4+ Bedroom</b>
All Parishes	\$184.00	\$195.00	\$243.00	\$290.00	\$383.00

## Tenant Displacement Policy

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) imposes a number of obligations on property owners in order to protect the rights of tenants living in units/buildings/properties that are part of a rehabilitation, acquisition or demolition project receiving federal financial assistance. In order to meet these requirements and minimize relocation needs, SRPP strictly prohibits owners from permanently displacing existing tenants. When temporary relocation is necessary, the owner is required to offer the tenant an opportunity to return to a comparable unit on their property.

As part of the Small Rental Property Program application process, all property owners must have provided the Small Rental Application Notice to all tenants who had occupied the property since November 1, 2006. This notice must have been provided before a final commitment of federal funding was issued. The notice was designed to ensure that no tenants were displaced or improperly asked to leave the property. When necessary to temporarily relocate a tenant during the construction phase of a project, the property owner must contact SRPP immediately who will provide temporary relocation planning for affected tenants to ensure that the relocation plan meets federal requirements.

SRPP may elect to pay the required costs directly and then deduct this amount from the owner's award if a property owner violates Program policy by:

- Failing to offer a tenant who was forced to leave a property the opportunity to return
- Allowing occupancy after application and before meeting SRPP requirements, including tenant approval
- Failing to provide a Move-In Notice prior to executing a lease agreement for any person moving in to the property after application

In these instances, at the sole discretion of SRPP, an owner's award may be terminated or reduced by the amount that is necessary to meet the tenant's relocation needs even though those units may no longer be eligible of an award of SRPP funds.

SRPP will provide an eligible tenant with the following advisory and financial assistance:

- Advisory Services, including referrals to comparable and suitable replacement housing; the inspection of replacement housing to ensure that it meets established standards; and help in preparing claim forms for relocation payments; and other assistance to minimize the impact of the move
- Payment for moving expenses
- Replacement housing assistance to enable tenants to rent, or if they prefer, buy a comparable or suitable replacement home
- In addition to help in obtaining temporary replacement housing, other assistance as necessary may be provided in order to minimize the impact of the move



## **Selecting Tenants with Housing Vouchers**

SRPP 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 SRPP affordable units under the SRPP 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.

- SRPP Applicants should contact their Case Advisor if they are considering offering their unit to Voucher tenants, to ensure that income guidelines are consistent with SRPP income.
- SRPP Applicants should be aware that the rent they receive from a housing voucher holder (tenant) cannot exceed the maximum SRPP 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 SRPP 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 SRPP.** 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 SRPP web site at [www.road2la.org/srpp](http://www.road2la.org/srpp) or contacting the program.

### Why Income Information Is Needed

SRPP 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 SRPP 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 SRPP funds. SRPP 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.

### Social Security Numbers

For **NSP3 properties**, the SRPP requires a valid Social Security Number (SSN) for **ALL** household members 6 years of age and older. If a SSN can't be provided, proof of eligible noncitizenship may be accepted in lieu of a SSN. In circumstances where the Social Security Number (SSN) or proof of eligible noncitizenship is not provided for each NSP3 tenant, the tenants will not be approved by the SRPP. Partial SSNs will not be accepted.



For all other **SRPP (non-NSP3) properties**, SSNs are not required.

*Acceptable Proof of Eligible Noncitizenship*

- Form I-551, Alien Registration Receipt Card (for permanent resident aliens).
- Form I-94, Arrival-Departure Record annotated with one of the following:
  - “Admitted as a Refugee Pursuant to Section 207”
  - “Section 208” or “Asylum”
  - “Section 243(h)” or “Deportation stayed by Attorney General”
  - “Paroled Pursuant to Section 212(d)(5) of the INA.”
- Form I-94, Arrival-Departure Record (with no annotation) accompanied by one of the following:
  - A final court decision granting asylum (but only if no appeal is taken)
  - A letter from an DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from an DHS district director granting asylum (application filed was before October 1, 1990)
  - A court decision granting withholding of deportation
  - A letter from an asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
- Form I-688, Temporary Resident Card annotated “Section 245A” or “Section 210.”
- Form I-668B, Employment Authorization Card annotated “Provision of Law 274a.12(11)” or “Provision of Law 274a.12.”
- A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant’s entitlement to the document has been verified.
- Form I-151, Alien Registration Receipt Card.
- Other acceptable evidence. If other documents are determined by the DHS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.



## 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. 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**

According to HUD guidelines [24 CFR 5.609 paragraph (b)], some types of annual income SHOULD be included when computing program incomes. This chart includes the Part 5 Income Inclusions as stated in the Code of Federal Regulations.

NOTE: Unearned income paid to an adult for the benefit of a minor child (e.g., Social Security Income, child support, TANF payments) is treated as income to the household.

<b>Types of Annual Income</b>	<b>Supporting Documentation</b>
Earned Income (Wages, Salary, Overtime, Commissions, Fees, Tips, Bonuses and Other Compensation for Personal Services)	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*
Net Income from Operation of a Business or Profession	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.
Interest, Dividends and other Net Income from Real or Personal Property	Most current Statements from administering entity showing annual amount or periodic payments
Social Security, Annuities, Insurance Policies, Retirement Funds, Pensions, Disability or Death Benefits	
Alimony, Child Support Payments, and Regular Contributions or Gifts	Documents showing award amount (tax return, divorce decree, etc.)
Temporary Assistance To Needy Families (TANF); Welfare Assistance; Other Public Assistance	Most recent Award letter or other correspondence showing the total amount received. <b>Bank statements cannot be accepted.</b>
Unemployment, Workers and Disability Compensation, Severance Pay	



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).
  - c. For properties processed under the NSP3 option, self-certification of **no or zero income** is acceptable **only if further evidence is provided** to support that determination of eligibility. Acceptable supporting documentation must be provided to support the potential tenant's self-certification of receiving or having no income. Additional information is listed in the chart below.

**Additional Documentation Required for NSP3 (No Income)**

Types of Assistance	Supporting Documentation
Welfare Assistance; Other Public Assistance	Evidence that person(s) qualified under another program having income qualification criteria as restrictive, such as Job Training Partnership Act (JTPA) and welfare programs
Homeless	Evidence that the assisted person is homeless
Permanent Supportive Housing (PSH); Section 8 Vouchers; Continuum of Care; Federal Tax Returns /IRS Form 4506, etc.	Evidence of a referral from a state, county or local employment agency or other entity that determines income eligibility

**What Should Be Excluded from Income Calculations?**

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

- Income of Children -- Income from employment of children (including foster children) under the age of 18 years
- Foster Care Payments -- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Inheritance and Insurance Income -- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in Income Inclusions)





- Medical Expense Reimbursements -- Amounts received by the family specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of Live-in Aides
- Student Financial Aid -- Full amount of student financial assistance paid directly to the student or to the educational institution
- Armed Forces Hostile Fire Pay -- Special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Self-Sufficiency / Training Program Income – see HUD Guidelines [24 CFR 5.609 paragraph (c)] for details
- Gifts -- Temporary, non-recurring, or sporadic income (including gifts)
- Reparation -- Reparation payments paid by a foreign government pursuant to claims filed by persons who were persecuted during the Nazi era
- Income from Full-time Students -- Earnings in excess of \$480 for each full-time student 18 years or older (excluding head of household or spouse)
- Adoption Assistance Payments -- Adoption assistance payments in excess of \$480 per adopted child
- Deferred Payments from Social Security & SSI Income or Veterans Disability Benefits -- Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts
- Property Tax Refunds -- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Home Care Assistance -- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- Other Federal Exclusions – See HUD Guidelines [24 CFR 5.609 paragraph (c)] for details

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

[www.ecfr.gov](http://www.ecfr.gov) (search by “24 CFR part 5” to locate Title 24, Part 5, Subpart F, 5.609)

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 Property Program staff is available to help complete these forms by calling 1.888.ROAD.2.LA (1.888.762.3252) and selecting SRPP prompt (#3) to speak to an SRPP expert.**





## 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).

For NSP3 properties, Social Security Numbers are required for **ALL** household members 6 years of age and older. If a SSN can't be provided, proof of eligible noncitizenship may be accepted in lieu of a SSN. Contact property owner for more information.

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.
  - For properties processed under the NSP3 Option, self-certification of no or zero income must be further supported by evidence to support that determination of eligibility. Some acceptable forms of supporting documentation or substitutes for verification are as follows:
    - Evidence that person(s) qualified under another program having income qualification criteria as restrictive, such as Job Training Partnership Act (JTPA) and welfare programs
    - Evidence that the assisted person is homeless
    - Evidence of a referral from a state, county/parish or local employment agency or other entity that determines income eligibility. Some options include:
      - Permanent Supportive Housing (PSH)
      - Section 8 Vouchers
      - Continuum of Care
      - Federal Tax Returns /IRS Form 4506

**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?

<b>ASSETS</b> (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
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Credit Union Accounts
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Life Insurance Policies
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Real Estate other than your Primary Residence
<input type="checkbox"/>	Yes	<input type="checkbox"/>	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>		

\*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 Property Program (SRPP) collects the income and household information required on this form strictly for the use of the Property Owner and SRPP. Collection of this information from Tenants participating in the SRPP is mandatory. The SRPP may disclose this information to authorized representatives of HUD and the State as required by those parties to monitor compliance with the SRPP and NSP3 programs. The SRPP 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 SRPP 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.** SRPP 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 SRPP 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 SRPP approved 12 month lease that has expired, along with a SRPP-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 SRPP 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**

SRPP 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 SRPP landlords. This change applies to *initial* leases only and shall expire with the program deadline on 11/10/2013 when the SRPP 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 SRPP 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 SRPP landlord.





The SRPP 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 SRPP requirements.

### ***Rent Levels***

In order to ensure that assisted units remain affordable, SRPP establishes maximum allowable rent limits that can be found at [www.road2LA.org/srpp](http://www.road2LA.org/srpp), or by calling 1.888.ROAD.2.LA (1.888.762.3252) and selecting SRPP prompt (#3) to speak to an SRPP 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 SRPP 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 SRPP 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 SRPP 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 SRPP 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 head of household, 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 SRPP funds, please provide the Move-In Notice enclosed in this packet to all prospective tenants for both those units that are receiving an SRPP 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 tenable 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 SRPP 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 SRPP'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 effect 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](mailto: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 both SRPP's and NSP3's regulations. SRPP and NSP3 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 Property Program or to report program violations, please contact the Small Rental Property Program at 1.888.ROAD.2.LA (1.888.762.3252) and select SRPP prompt (#3) to speak to an SRPP expert or via the internet at [www.road2la.org/srpp](http://www.road2la.org/srpp).

Tenant Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_





## Small Rental Property Program - Lease Addendum

**Effective January 1, 2019**

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 SRPP website, until SRPP posts the updated annual rates again) are listed on the chart below:

<i>Effective 1/1/2019</i>	Eff	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
<b>New Orleans MSA: Jefferson, Orleans, Plaquemines, St. Bernard, &amp; St. Tammany Parish</b>					
50% Tier	\$577.00	\$616.00	\$742.00	\$854.00	\$955.00
65% Tier	\$694.00	\$755.00	\$896.00	\$1,088.00	\$1,200.00
80% Tier	\$798.00	\$852.00	\$1,026.00	\$1,277.00	\$1,477.00
<b>Lake Charles MSA: Calcasieu &amp; Cameron Parish</b>					
50% Tier	\$439.00	\$524.00	\$623.00	\$744.00	\$929.00
65% Tier	\$568.00	\$677.00	\$808.00	\$939.00	\$1,120.00
80% Tier	\$710.00	\$830.00	\$1,005.00	\$1,158.00	\$1,289.00
<b>Acadia Parish</b>					
50% Tier	\$383.00	\$415.00	\$492.00	\$577.00	\$662.00
65% Tier	\$492.00	\$536.00	\$645.00	\$743.00	\$907.00
80% Tier	\$612.00	\$655.00	\$786.00	\$907.00	\$1,016.00
<b>Iberia Parish</b>					
50% Tier	\$418.00	\$445.00	\$521.00	\$622.00	\$710.00
65% Tier	\$492.00	\$536.00	\$645.00	\$780.00	\$907.00
80% Tier	\$612.00	\$655.00	\$786.00	\$952.00	\$1,067.00
<b>Tangipahoa Parish</b>					
50% Tier	\$401.00	\$448.00	\$548.00	\$659.00	\$769.00
65% Tier	\$517.00	\$570.00	\$684.00	\$857.00	\$1,000.00
80% Tier	\$641.00	\$702.00	\$842.00	\$1,055.00	\$1,231.00
<b>Terrebonne Parish</b>					
50% Tier	\$426.00	\$445.00	\$540.00	\$744.00	\$934.00
65% Tier	\$540.00	\$544.00	\$696.00	\$967.00	\$1,214.00
80% Tier	\$665.00	\$669.00	\$857.00	\$1,190.00	\$1,494.00
<b>Vermillion Parish</b>					
50% Tier	\$383.00	\$415.00	\$492.00	\$611.00	\$705.00
65% Tier	\$492.00	\$536.00	\$645.00	\$782.00	\$917.00
80% Tier	\$612.00	\$655.00	\$786.00	\$963.00	\$1,128.00
<b>Washington Parish</b>					
50% Tier	\$383.00	\$415.00	\$492.00	\$602.00	\$651.00
65% Tier	\$492.00	\$536.00	\$645.00	\$743.00	\$907.00
80% Tier	\$612.00	\$655.00	\$786.00	\$907.00	\$1,041.00



**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 1/1/2019</i>	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
<b>New Orleans MSA: Jefferson, Orleans, Plaquemines, St. Bernard &amp; St. Tammany Parish</b>					
50% Tier	\$393.00	\$421.00	\$499.00	\$564.00	\$572.00
65% Tier	\$510.00	\$560.00	\$653.00	\$798.00	\$829.00
80% Tier	\$614.00	\$657.00	\$783.00	\$1,014.00	\$1,109.00
<b>Lake Charles MSA: Calcasieu Parish, Cameron Parish</b>					
50% Tier	\$255.00	\$329.00	\$380.00	\$454.00	\$546.00
65% Tier	\$384.00	\$482.00	\$565.00	\$649.00	\$737.00
80% Tier	\$526.00	\$635.00	\$762.00	\$868.00	\$906.00
<b>Acadia Parish</b>					
50% Tier	\$199.00	\$220.00	\$249.00	\$287.00	\$279.00
65% Tier	\$308.00	\$341.00	\$402.00	\$453.00	\$524.00
80% Tier	\$428.00	\$460.00	\$543.00	\$617.00	\$633.00
<b>Iberia Parish</b>					
50% Tier	\$234.00	\$250.00	\$278.00	\$332.00	\$327.00
65% Tier	\$308.00	\$341.00	\$402.00	\$490.00	\$524.00
80% Tier	\$428.00	\$460.00	\$543.00	\$662.00	\$684.00
<b>Tangipahoa Parish</b>					
50% Tier	\$217.00	\$253.00	\$305.00	\$369.00	\$386.00
65% Tier	\$333.00	\$375.00	\$441.00	\$567.00	\$617.00
80% Tier	\$457.00	\$507.00	\$599.00	\$765.00	\$848.00
<b>Terrebonne Parish</b>					
50% Tier	\$242.00	\$250.00	\$297.00	\$454.00	\$551.00
65% Tier	\$356.00	\$349.00	\$453.00	\$677.00	\$831.00
80% Tier	\$481.00	\$474.00	\$614.00	\$900.00	\$1,111.00
<b>Vermillion Parish</b>					
50% Tier	\$199.00	\$220.00	\$249.00	\$321.00	\$322.00
65% Tier	\$308.00	\$341.00	\$402.00	\$492.00	\$534.00
80% Tier	\$428.00	\$460.00	\$543.00	\$673.00	\$745.00
<b>Washington Parish</b>					
50% Tier	\$199.00	\$220.00	\$249.00	\$312.00	\$268.00
65% Tier	\$308.00	\$341.00	\$402.00	\$453.00	\$524.00
80% Tier	\$428.00	\$460.00	\$543.00	\$617.00	\$658.00

**2019 Utility Allowances**

<b>MSA/Parish</b>	<b>Eff</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4+ Bedroom</b>
All Parishes	\$184.00	\$195.00	\$243.00	\$290.00	\$383.00



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](http://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 Form

Property Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

Tenant Head of Household: \_\_\_\_\_

Current Monthly Rent Amount: \_\_\_\_\_

Rollover Period Date Range: \_\_\_\_\_ to \_\_\_\_\_

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 head of household, 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		
<b>Printed Name</b>	<b>Signature</b>	<b>Date</b>

TENANT HEAD OF HOUSEHOLD		
<b>Printed Name</b>	<b>Signature</b>	<b>Date</b>

**This form must be signed by Property Owner or owner representative and Tenant Head of Household.**





## **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







## 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

- 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
- Head of Household Gender**         Male         Female
- Head of Household Age**        \_\_\_\_\_
- 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 \_\_\_\_\_

