



Massachusetts Department of Housing and Community Development
 100 Cambridge Street, Suite 300, Boston, MA 02114

**HomeBASE Program
 RENTAL ASSISTANCE PAYMENT CONTRACT**

This Rental Assistance Payment Contract is entered into between the HomeBASE Administering Agency _____ and _____ (Owner) for the Owner's property located at

**Address: _____
 (Street, City, Zip)**

1. PURPOSE

_____(HBAA)/HomeBASE is a program through which rental assistance funds are made available to property owners who lease decent, safe, and sanitary housing units to program eligible tenants pursuant to the HomeBASE program administered pursuant to 760 CRM ch. 65. _____(HBAA)/HomeBASE provides rental assistance funds to the Owner on behalf of an eligible Tenant. In agreeing to provide rental assistance to the Owner, _____(HBAA)/HomeBASE can only commit itself to the extent that it is funded for this purpose by DHCD pursuant to law and applicable regulations, subject to availability of funding.

2. TERM OF CONTRACT

A. This Contract applies only to the Tenant designated below:
 _____(Tenant)

The Tenant has been issued HomeBASE Rental Assistance by _____(HBAA)/HomeBASE. At the end of a tenancy, the Tenant may relocate. Once the Tenant vacates the Contract Unit described herein, _____(HBAA)/HomeBASE will terminate voucher payments to the Owner. _____(HBAA)/HomeBASE is under no obligation to provide a replacement Tenant to the Owner.

B. The term of this Contract shall begin on _____
(Month, Date, Year) and end on (Month, Date, Year.)

C. This HBAA Contract shall be automatically extended, upon the same terms and conditions, unless otherwise terminated in accordance with the terms of this Contract.

D. 1. The total monthly Rent payable to the Owner during the term of this Contract is called the "Contract Rent". Initially, and until adjustment of the Contract Rent in accordance with Section 4B of this Contract, and the terms of the lease (see Section 3 below) between the Tenant and Owner, the Contract Rent shall be _____ per month, as set pursuant to applicable regulations.

2. The portion of the Contract Rent payable by the Tenant will be an amount determined by _____(HBAA)/HomeBASE in accordance with the Massachusetts Department of Housing and Community Development (DHCD) regulations and requirements. This amount is the amount the Owner can require the Tenant to pay for rent of the Contract Unit, including all services, maintenance and utilities provided by the Owner in accordance with the lease with the Tenant. The amount of the Tenant's portion of the rent is subject to change during the term of the Contract pursuant to DHCD rules and regulations. Any changes in the amount of Tenant's portion of the rent will be effective on the date stated in a notification by _____(HBAA)/HomeBASE to the Tenant and the Owner.

Initially and until such change the Tenant shall pay \$_____ per month to the Owner as the Tenant's portion of the rent.

3. Each month ____ (HBAA) ____/HomeBASE shall make a Rental Assistance payment to the Owner on behalf of the Tenant in accordance with this Contract. (See Sections 4A-D below.) The monthly Rental Assistance payment is equal to the difference between the Contract Rent and the Tenant's portion of the rent. The amount of the Rental Assistance Payment shall be determined by the ____ (HBAA) ____/HomeBASE in accordance with DHCD rules and regulations. Any changes in the amount of the Rental Assistance Payment shall be effective in accordance with Section 4C below.

Initially and until such change the amount of the Rental Assistance payment shall be \$00.00 per month. Neither ____ (HBAA) ____/HomeBASE nor DHCD assumes any obligation for the Tenant's portion of the rent, or for any claim by the Owner in accordance with Section 4A below. The financial obligation of ____ (HBAA) ____/HomeBASE is limited to making Rental Assistance payments on behalf of the Tenant in accordance with this Contract.

3. LEASE

The Owner shall enter into a lease on a form prescribed by DHCD for the Contract Unit described above for a minimum term of one (1) year. The lease will be signed only by the Owner and the Tenant of the unit. The lease shall not disclaim or modify any of the Owner's legal obligations as stated in the DHCD standard form lease or provide for indemnification by the Tenant on account of breach of the Owner's legal obligation(s).

4. RENTAL ASSISTANCE PAYMENTS

- A. Rental Assistance payments shall be paid by ____ (HBAA) ____/HomeBASE directly to the Owner. Payments shall be made only for the above captioned Tenant during the actual period of occupancy in the Contract Unit. In no event shall payments be made by ____ (HBAA) ____/HomeBASE pursuant to this program for vacancy losses, damage claims, Tenant's share of rent arrearage, or any other fee or charge owed by the Tenant.
- B. ____ (HBAA) ____/HomeBASE shall pay to the Owner the approved Rental Assistance amount on behalf of the Tenant and the balance of the Rent shall be paid to the Owner by the Tenant. Rental Assistance amounts paid by ____ (HBAA) ____/HomeBASE to the Owner are subject to change in accordance with DHCD regulations and other requirements. If the Rental Assistance amount changes, ____ (HBAA) ____/HomeBASE will provide written notice to the Owner and the Tenant.
- C. In signing this Contract, the Owner certifies that:
 1. The Contract Unit is decent, safe and sanitary in accordance with Article II of the State Sanitary Code, State Building Code, and other applicable law, including municipal zoning and land-use law, and the Owner is providing all the services, maintenance and utilities that the lease and/or this Contract require.
 2. The Contract Unit is leased to the Tenant named in the lease.
 3. The amount of the monthly Rental Assistance payment to the Owner is not more than the monthly Rent set in the lease.
 5. The Owner will not receive, with respect to the Contract Unit during the term of this Contract, payment from any other rental assistance program.
 6. To the best of the Owner's knowledge, the Tenant household occupies the Contract Unit as its primary residence.
 7. The Owner is not charging Rent in excess of the approved Contract Rent.

8. That the Owner agrees to work with (HBAA) /HomeBASE and DHCD in good faith, with due diligence, and using best efforts to effectuate the purposes of this Contract and agrees to comply with any program-related directives from (HBAA) /HomeBASE or DHCD, including filling out an signing any forms or documents required by (HBAA) /HomeBASE, DHCD, or any other government agency, including but not limited to any required tax forms.
9. That the Owner agrees to comply with the requirements of law and regulation applicable to the HomeBASE program and, upon thirty days' notice, the Owner agrees to amend this Contract to conform to the terms of any standard form Rental Assistance Payment Contract adopted by DHCD from time to time.

5. MAINTENANCE, OPERATION AND INSPECTION

- A. The Owner shall maintain and operate the Contract Unit and related facilities in accordance with Article II of the State Sanitary Code, State Building Code, and other applicable law, and agrees to provide all the services, maintenance and utilities as agreed to in the lease.
- B. DHCD shall have the right to conduct audit inspections of the Contract Unit and related facilities to assure that the Unit is in decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities which the lease and/or this Contract require.
- C. If (HBAA) /HomeBASE receives notice from the local board of health or other local code enforcement entity that the Contract Unit does not comply with the State Sanitary Code, applicable lead paint laws, or other applicable law, and the violations remain beyond the time prescribed for repair by the local code enforcement entity, (HBAA) /HomeBASE shall terminate Rental Assistance payments to the Owner for the Unit.

6. (HBAA) /HomeBASE RESPONSIBILITIES

- A. (HBAA) /HomeBASE shall certify that the Tenant is eligible for participation in the Rental Assistance Payment Program at least annually and more often as necessary in accordance with DHCD regulations and other requirements.
- B. (HBAA) /HomeBASE shall make monthly Rental Assistance payments to the Owner on behalf of the Tenant on or about the first of each month. The Rental Assistance payments will be made in accordance with a formula established by DHCD regulations or by applicable law. If (HBAA) /HomeBASE determines that the Owner is not entitled to the Rental Assistance payment or any part of it, (HBAA) /HomeBASE in addition to other remedies, may deduct the amount of overpayment from any amounts due the owner (including amounts due under any other Rental Assistance payment contracts).
- C. (HBAA) /HomeBASE shall terminate the Tenant's participation in the Rental Assistance Payment Program at any time the Tenant fails to fulfill any responsibility specified in the executed Rental Assistance document or at such time as the Tenant is no longer eligible for program participation in accordance with DHCD regulations and other requirements. (HBAA) /HomeBASE shall notify the Owner when the Tenant has received notice of termination from the HomeBASE program and shall specify the effective date of the termination, including any temporary suspension of an initial termination date caused by the Tenant's exercise of his/her administrative appeal rights.
- D. (HBAA) /HomeBASE shall terminate Rental Assistance payments to the Owner made on behalf of the Tenant on the date the Tenant vacates the Contract Unit, becomes ineligible, or is terminated from the program.
- E. (HBAA) /HomeBASE shall terminate Rental Assistance payments to the Owner made on behalf of the Tenant at such time as (HBAA) /HomeBASE has determined that the Owner has failed to fulfill any obligation specified in this Contract, including but not limited to: 1) failing to maintain the Unit in

compliance with Article II of the State Sanitary Code, State Building Code or other applicable law; or 2) requesting or accepting payments for use and occupancy of the Contract Unit from the Tenant in excess of the amount permissible under the Rental Assistance Payment Program.

F. (HBAA) /HomeBASE shall terminate Rental Assistance payments to the Owner on behalf of the Tenant upon a calendar month's written notice when the Tenant becomes a participant in another housing Rental Assistance program or when the Tenant secures other feasible alternative housing.

7. (HBAA) /HomeBASE PROJECT AND DHCD ACCESS TO PREMISES AND OWNER'S RECORDS

A. The Owner shall provide any information pertinent to this Contract which (HBAA) /HomeBASE or DHCD may reasonably require for any purpose, including compliance reviews and complaint investigations.

B. The Owner shall permit (HBAA) /HomeBASE or DHCD or any of their authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with this Contract, including the verification of information pertinent to the Rental Assistance payments.

8. RIGHT OF (HBAA) /HomeBASE IF OWNER BREACHES THE CONTRACT

A. Any of the following shall constitute a breach of this Contract:

1. If the Owner has violated any obligation under this Contract; or
2. If any of the Owner's certifications set out in Paragraph 4D are false when made.
3. If the Owner has committed any fraud or made any materially false statement to (HBAA) /HomeBASE or DHCD in connection with this Contract, or has committed fraud in connection with any other housing assistance program.

B. If (HBAA) /HomeBASE determines that a breach has occurred, (HBAA) /HomeBASE shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by (HBAA) /HomeBASE to the Owner may require the Owner to take corrective action (to be verified by (HBAA) /HomeBASE) by a time prescribed in the notice. (HBAA) /HomeBASE rights and remedies for breach of this Contract include recovery of overpayments, termination of Rental Assistance Payments, termination of this Contract, appropriate injunctive relief, damages (if appropriate), and all other legally available relief.

C. (HBAA) /HomeBASE exercise or non-exercise of any remedy on account of the Owner's breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. (HBAA) /HomeBASE RELATION TO THIRD PARTIES

A. (HBAA) /HomeBASE does not assume any responsibility for, or liability to, any person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.

B. The Owner is not the agent of (HBAA) /HomeBASE, and this Contract does not create any relationship between (HBAA) /HomeBASE and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.

C. Except as otherwise specifically provided, nothing in this Contract shall be construed as creating any right of the Tenant or other third party (other than DHCD) to enforce its terms.

10. TRANSFER OF THE CONTRACT

The Owner shall notify (HBAA) /HomeBASE when a change in ownership occurs. Change in ownership shall obligate the new owner, as "Owner" under this Contract.

11. FUNDING AVAILABILITY

All rental assistance funds for the Rental Assistance Payment Program are subject to appropriation by the Massachusetts Legislature, and the release of such funds by the Executive Office of Administration and Finance.

12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Owner and (HBAA) /HomeBASE. No changes in this Contract shall be made except in writing signed by both the Owner and (HBAA) /HomeBASE.
- B. This Contract shall be interpreted and implemented in accordance with the laws of the Commonwealth of Massachusetts.

Signed under the pains and penalties of perjury:

(HBAA) _____ :

OWNER:

HomeBASE Program:

By: _____
Signature

By: _____
Signature

Official Title

Print Title of Signatory

Date Signed

Owner's Social Security or Tax ID Number:

Date Signed