



# Landlord/Tenant Agreement

Both parties should keep a copy for their records.



**This is a preliminary agreement necessary for the tenant’s application for the Rent Assistance Program. After approval, a payment pledge will be sent to both parties by Neighborhood Place that specifies the amount paid and rental period covered. By accepting payment, the landlord will be accepting the terms of this agreement, listed fully below, including to forgive 100% of any late fees, interest, and/or legal fees related to nonpayment of rent since April 1, 2020.**

The tenant, \_\_\_\_\_, living at \_\_\_\_\_ has requested rent assistance from Louisville Metro RCS, Neighborhood Place. As part of the application process, we require this form to be signed by both the landlord (or acting agent) and the tenant.

Is there a written lease agreement in use? Yes \_\_\_ No \_\_\_ *If no, complete the rental agreement portion, page 3.*

According to the lease/rental agreement, the tenant’s term of residency is from \_\_\_\_\_ until \_\_\_\_\_

Does the tenant receive a subsidy? Yes \_\_\_ No \_\_\_ If yes, tenant’s portion is \$\_\_\_\_\_ the subsidized portion is \$\_\_\_\_\_.

The rent of the unit is \$\_\_\_\_\_ per month. (This includes the base rent amount plus any regular charges stated in the lease such as utility charges or building fees that are paid directly to the landlord as part of the rent.)

Not including any fees, penalties, or other irregular charges the tenant owes \$\_\_\_\_\_ for the month(s) of \_\_\_\_\_.

Landlord or Rental Property Name \_\_\_\_\_

Landlord or Property Name as listed on W9 (if different) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

*Tenant and Landlord acknowledge and agree that Tenant owes Landlord unpaid rent and/or requires assistance with current/future rent. The Landlord and Tenant have agreed to accept assistance from the U.S. Treasury Emergency Rental Assistance Program, as administered by Neighborhood Place. Landlord agrees to forgive 100% of any late fees, interest, penalties, legal, and/or court fees related to nonpayment of rent since April 1, 2020.*

*By accepting payment from the Rent Assistance program on behalf of Tenant to Landlord, the Landlord agrees that:*

- a. A current written lease, signed by both Landlord and Tenant, exists for the Premises.*
- b. As of the date of this Agreement, there is no other material violation of the Lease by Tenant.*
- c. As of the date of this Agreement, settlement and compromise having been made, Landlord has no remaining factual or legal basis to pursue an action for possession nor eviction as of the date of this Agreement.*
- d. Landlord shall not file nor cause to be filed a complaint for possession nor eviction based upon unpaid rent nor late fees accruing as of the date of this Agreement. Landlord, on its own behalf and on behalf of all successors in interest, forever waives, releases and discharges any claim for any rent-arrearage or late-fees from the tenant for the period which the landlord is accepting payment from Rent Assistance Program, which will be specified in the payment pledge sent by Neighborhood Place when the tenant’s application for assistance has received final approval.*
- e. Landlord will credit the Future Rent Amount toward Tenant’s rent due for the current and future month(s), as applicable.*
- f. Landlord agrees to not initiate any action relating to the rent arrearage that would affect the credit report of Tenant, nor to pursue collection against Tenant for the period covered by this Agreement.*
- g. Landlord agrees to not pursue eviction of Tenant for any rent due prior to March 13, 2020.*
- h. Landlord will allow Tenant 45 days from last day of the final month for which Rent Assistance Program funding covers rent before filing for late payment eviction proceedings for nonpayment of rent or non-renewal of the lease.*





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## RENTAL AGREEMENT

**In addition to the agreement signed above, complete this portion if there is no lease available.**

Does the rental unit include a separate entrance, bathroom, and kitchen? Yes \_\_\_ No \_\_\_

Was there a lease agreement in place previously that has expired? Yes \_\_\_ No \_\_\_

The tenant has resided in the unit since \_\_\_\_\_.

Is the rental agreement on a month to month basis? Yes \_\_\_ No \_\_\_

If no, the agreement is set to expire \_\_\_\_\_.

Please list all residents of the unit:

_____	_____	_____
_____	_____	_____
_____	_____	_____

*I certify that my answers are correct and complete to the best of my knowledge. I understand that intentionally making false or misleading statement or intentionally misrepresenting, concealing, or withholding facts may subject me to civil or criminal prosecution under state and federal law.*

\_\_\_\_\_  
*Landlord/Agent Signature*                      *Date*

\_\_\_\_\_  
*Tenant Signature (Head of Household)*                      *Date*

\_\_\_\_\_  
*Printed Name of Landlord/Agent*

\_\_\_\_\_  
*Printed Name of Tenant (Head of Household)*

\_\_\_\_\_  
*Name of agency and title for Agent acting on behalf of Landlord (if applicable)*