

LANDLORD MITIGATION FUND

KINGS/TULARE COUNTIES



UPDATED OCTOBER 2019



Acknowledgements

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I. Revision History

Release Date	Revision Summary
October 2018	First Release
March 2019	Second release; version update to include Agency Participation Agreement
October 2019	Third release. Updated to include master leasing and sponsor based rental assistance projects as an eligible project type. Added definitions for master leasing and rental assistance projects.

II. Introduction

The purpose of the Kings/Tulare Homeless Alliance (Alliance) Mitigation Fund is designed to incentivize Landlords to relax screening criteria for people who are experiencing homelessness and who may have barriers that prevent them from securing housing on their own, such as poor credit and past evictions. By offering a Fund to mitigate Landlord exposure to the increased costs of renting to people experiencing homelessness including excess damage and unpaid rent, a strong relationship can be created with Landlords who otherwise may not lease to individuals and families experiencing homelessness.

III. Definitions

Discrimination (in renting)—denying a person housing, telling a person that housing is not available (when the housing is actually available at that time), providing housing under inferior terms, harassing a person in connection with housing accommodations, or providing segregated housing because of a person’s race, color, religion, sex (including pregnancy, childbirth or medical conditions related to them, as well as gender and perception of gender), sexual orientation, national origin, ancestry, source of income, age, disability, medical condition, whether the person is married, or whether there are children under the age of 18 in the person’s household. Discrimination also can be refusal to make reasonable accommodation for a person with a disability.

Eviction—a court-administered proceeding for removing a tenant from a rental unit because the tenant has violated the rental agreement or lease, or did not comply with a notice ending the tenancy.

Fair Housing—a federal act in the United States intended to protect the buyer or renter of a dwelling from seller or landlord discrimination. It prohibits discrimination by direct providers of housing such as landlords and real estate companies whose discriminatory practices make housing unavailable to persons because of race or color, religion, sex, national origin, familial status, or disability.

Habitable—a rental unit that is fit for human beings to live in. A rental unit that substantially complies with building and safety code standards that materially affect tenants’ health and safety is said to be “habitable.”

Landlord—a person or a company that owns a rental unit. The landlord rents or leases the rental unit to another person, called a tenant, for the tenant to live in.

Lease—a rental agreement, usually in writing, that establishes all the terms of the agreement and that lasts for a predetermined length of time (for example, six months or one year).

Master Leasing Project—is defined as a project that receives funds to lease a property with multiple units. The Participating Agency (grant recipient) enters into a lease for the unit from a landlord, and therefore is primarily responsible for the housing. The Participating Agency then enters into an occupancy agreement with a program participant.

Permanent Housing—is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) for an initial term of at least one year that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for

persons with disabilities and rapid re-housing (RRH).

Permanent Supportive Housing (PSH)—is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability.

Rapid Re-housing (RRH)—emphasizes housing search and relocation services and short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.

Rental Assistance Project—is defined as a project that receives funds to assist program participants with a rent subsidy. In projects that receive rental assistance, the program participant executes a lease directly with the landlord.

Security Deposit—a deposit or a fee that the landlord requires the tenant to pay at the beginning of the tenancy. The landlord can use the security deposit, for example, if the tenant moves out owing rent or leaves the unit damaged or less clean than when the tenant moved in.

Sponsor Based Rental Assistance Project—is defined as a project that receives funds to rent property. The Participating Agency (grant recipient) enters into a rental agreement for a unit with a landlord, and therefore is primarily responsible for the housing. The Participating Agency then enters into an occupancy agreement with a program participant.

Tenancy—the tenant’s exclusive right, created by a rental agreement between the landlord and the tenant, to use and possess the landlord’s rental unit.

Tenant—a person who rents or leases a rental unit from a landlord. The tenant obtains the right to the exclusive use and possession of the rental unit during the lease or rental period.

Three-day notice—see eviction notice.

30-day notice—a written notice from a landlord to a tenant telling the tenant that the tenancy will end in 30 days. A 30-day notice usually does not have to state the landlord’s reason for ending the tenancy.

Uninhabitable—a rental unit which has such serious problems or defects that the tenant’s health or safety is affected. A rental unit may be uninhabitable if it is not fit for human beings to live in, if it fails to substantially comply with building and safety code standards that materially affect tenants’ health and safety, if it contains a lead hazard, or if it is a dangerous substandard building.

Unit —is an apartment, house, duplex, condominium, or room that a landlord rents to a tenant to live in.

U.S. Department of Housing and Urban Development—the federal agency that enforces the federal fair housing law, which prohibits discrimination based on sex, race, color, religion, national or ethnic origin, familial status, or handicap.

IV. General Provisions

Maximum Claim Amount: \$2,000.

Term of Guarantee: Initial lease term, not to exceed 24 months from date of lease execution.

Eligible Claim Expenses:

- Damages caused by the tenant in excess of normal wear and tear to the unit, which exceed the security deposit;
- Up to two months of non-payment of rent if the tenant did not vacate the apartment in good standing; and
- Other financial supports per the Participation Agreement (Appendix A).

Participating Agency: Any Kings/Tulare Homeless Alliance approved supportive service provider that is funded through the HUD CoC Program, Emergency Solutions Grant, Housing Support Program, Homeless Emergency Aid Program, Mainstream Voucher Program, California Emergency Solutions Housing Program, Supportive Services for Veteran Families, or HOME Tenant Based Rental Assistance Program. Landlord Mitigation Funds are limited to serving persons that meet the US Department of Housing and Urban Development’s (HUD) Category 1 definition of homelessness¹. Services offered must include pre-tenancy and tenancy services.

Pre-Tenancy Services: Providing access to or assistance obtaining services for budgeting, being a responsible tenant, applying for housing, understanding and signing a lease, and locating suitable and affordable housing.

Tenancy Services: Providing services during tenancy to help maintain housing, ensuring rental payments are current, and responding to concerns from Landlords.

Participating Landlord: Any Landlord, including property managers, who agrees to rent to tenants who have been approved for coverage under the Mitigation Fund. Participating Landlords agree to open communication between the tenant, Participating Agency and the Alliance. In exchange for following expectations outlined in the Participation Agreement, the Landlord may have access to coverage for excessive damage or lost revenue caused by a covered tenant.

Participating Master Lessor: Any Participating Agency who agrees to rent to tenants under a Master Leasing Project will be considered a Participating Landlord under the terms specified in this section. Participating Master Lessors will be provided the same rights, privileges, and benefits as a Participating Landlord. Participating Master Lessors may seek to recover eligible expenses under the Landlord Mitigation Fund only after first seeking maximum reimbursement for an eligible expense under any separate federal, state, or local grant it is receiving at the time of a claim.

Program Administrator: As the program administrator, the Kings/Tulare Homeless Alliance will review and approve Landlord applications, refer clients to Participating Agencies, and process Mitigation Fund claims.

Fund Availability: The Landlord Mitigation Fund has a maximum number of units that can be supported at any given time. There is a possibility that some landlords and/or units will be placed on a waitlist until the next funds become available.

V. Landlord Participation Process

Landlords who have vacancies they wish to fill and who are willing to rent to people with rental barriers can

¹ 24 CFR 578.3

agree to be a Participating Landlord. In return, they will receive the following benefits:

- Timely response to Landlord concerns.
- During the initial lease term (not to exceed 24 months):
 - Intensive support services including monthly service provider visits to the Mitigation Fund tenants' homes.
 - Eviction prevention assistance if tenants encounter financial difficulties.
 - Ongoing rental responsibility and money management training for the Mitigation Fund tenants.
 - Financial supports per the Participation Agreement (Appendix A).

In exchange, Landlord agrees to apply relaxed screening criteria, which comply with fair housing laws, to the applicants referred through this program.

Landlords who are interested in participating follow this simple Step by Step Process:

1. Landlord meets with a Participating Agency or Program Administrator to discuss the details of the program.
2. The Landlord and Program Administrator negotiate the screening criteria to allow Mitigation Fund clients with barriers to access their rental units.
3. Landlord completes and signs a Landlord Participation Agreement, W-9, Property Application, and Certification of Ownership to Program Administrator for approval. Landlord will be notified about its partnership status with the Mitigation Fund.
4. Once approved, Landlord informs Program Administrator of available units (ongoing).
5. Landlord receives a rental application from a Participating Agency and applies agreed upon screening criteria.
6. Landlord notifies Participating Agency whether the applicant(s) are approved or denied. If the applicant is denied, the Landlord may receive an appeal letter from the Agency.
7. If the applicant is accepted, the Landlord, Participating Agency and client meet at the unit to sign a rental agreement and participate in a move-in inspection. Landlord then sends a copy of the lease and move-in inspection to the Program Administrator.
8. Landlord receives a Confirmation of Housing Letter from the Program Administrator which indicates the tenant and property will be covered through the Mitigation Fund.
9. Landlord may submit a Claim Form to Program Administrator for any damages or operational costs that occur within the initial lease term.

Appendix A - Participation Agreements



LANDLORD PARTICIPATION AGREEMENT

I. Introduction

Effective _____, _____, hereinafter referred to as “Landlord” agrees to partner with The Kings/Tulare Homeless Alliance, hereinafter referred to as “Program Administrator” and approved Mitigation Fund Participating Agencies, hereinafter referred to as “Participating Agencies” to extend housing opportunities for homeless individuals and families as part of the Landlord Mitigation Fund, hereinafter referred to as “Mitigation Fund”.

The Program Administrator will set the criteria for tenant participation in the Mitigation Fund. To be eligible for program benefits, Landlord must provide housing to a participating tenant or tenant household. The Landlord cannot apply for program benefits for an existing tenancy or for housing a tenant or tenant household that is not in the tenant pool for the program.

As part of a partnership under the Mitigation Fund, the Program Administrator and/or approved Participating Agencies will offer Landlord the following benefits:

- Timely response to Landlord concerns.
- During the initial lease term (not to exceed 24 months):
 - Intensive support services including monthly service provider visits to the Mitigation Fund tenants’ homes.
 - Eviction prevention assistance if tenants encounter financial difficulties.
 - Ongoing rental responsibility and money management training for the Mitigation Fund tenants.
 - Financial supports Section VIII of this Agreement.

In exchange, Landlord agrees to apply alternative screening criteria, which comply with fair housing laws, to the applicants referred through this program.

II. Participating Agency Obligations

1. Prior to referring clients for tenancy under the Mitigation Fund, Participating Agencies will have worked closely with the clients to conduct preliminary evaluation, individualized goal plan development, and rental and financial management training. Participating Agencies will help the clients to develop goal plans to address any issues or problems identified in this assessment so that the clients will be successful in their tenancies.
2. Participating Agencies will ask each Mitigation Fund client to sign a Release of Information to allow the Landlord to share information regarding the client’s application status and other housing-related information with the referring agency and Program Administrator. The referring agency will strive to supply the Landlord with a copy of this Release at the point of referral.

3. Participating Agencies will provide ongoing support services, individual goal planning, coordination with other community services such as job training and placement and literacy development, referral to community resources, and money management assistance to Mitigation Fund clients for at least the first year of their tenancies. Throughout the first year of the clients' tenancies, Participating Agencies commit to meeting with the Mitigation Fund clients at least once a month in their rental units.
4. Each Participating Agency will have an identified, assigned staff member for the Landlord to contact regarding any issues related to lease violations. Participating Agencies will respond timely to Landlord's calls.
5. Participating Agencies will help their Mitigation Fund clients develop plans to address any issues that arise related to their tenancies.
6. Though Participating Agencies are committed to providing ongoing support services to each Mitigation Fund client they refer for at least the first year of the client's tenancy, extraordinary circumstances may arise where the case management cannot continue. In such situations, the Landlord may continue to contact the Participating Agency and/or Program Administrator with any issues or concerns.
7. Participating Agencies will actively encourage ongoing feedback from the Landlord regarding the services provided to the Landlord through this partnership. Participating Agencies commit to using the feedback from this evaluation process to improve their performance of the Mitigation Fund responsibilities and become even better partners with Landlord.

III. Program Administrator Obligations

1. The Program Administrator will certify service providers as Participating Agencies. As part of the certification process, the Program Administrator will confirm that such service providers can meet all of the expectations laid out in this agreement. The Program Administrator then will monitor the performance of all Participating Agencies and only maintain the certification of service providers that continue to meet these expectations.
2. The Program Administrator is available to address any concerns that the Landlord has regarding the Mitigation Fund, including any client or agency participating in the program.
3. The Program Administrator will contact the Landlord regularly to ensure successful tenancies for the referred Mitigation Fund clients and to maintain an effective partnership with the Landlord.
4. The Program Administrator will oversee the Mitigation Fund, which will cover damages caused by the Mitigation Fund tenants within the first two years of their tenancies. The Program Administrator will verify and process all damage claims submitted and pay Landlord for legitimate damages using the Mitigation Fund, in accordance with Mitigation Fund Guidelines.
5. The Program Administrator will actively encourage ongoing feedback from the Landlord regarding the services provided to the Landlord through this partnership. The Program Administrator commits to using feedback to improve the performance of the Mitigation Fund and become even better partners with the Landlord.

IV. Landlord Obligations

1. The Landlord will use reduced screening. Landlord agrees to only screen applicants from the tenant pool as follows:
 - a. Housing History. Landlord agrees that it will not screen out tenant applications for non-payment eviction history and may only screen for cause or other criminal eviction history in the past three years. Landlord may and should consider as evidence of a tenant applicant's housing history letters from service providers, community members and landlords.
 - b. Credit History. Landlord agrees to waive credit history screening.
 - c. Criminal Record History Screening. Any criminal record history screening must reflect an individualized assessment of the particular applicant's background and housing history. If Landlord chooses to perform a criminal record history inquiry, Landlord may only consider the following:
 - 1) If applicant, or a member of applicant's household, is life-time registered sex offender.
 - 2) If applicant, or a member of applicant's household, has been convicted of arson within the past three years.
 - 3) If applicant, or a member of applicant's household, has been convicted of a violent felony within the past three years.
2. Landlords are encouraged not to automatically disqualify a household based on any of the above factors identified in Item 1. In some cases, an applicant who does not qualify under these screening criteria might still be an acceptable risk due to extenuating circumstances. Such circumstances might include, but are not limited to, triggering events like severe health problems, recent death of spouse, domestic violence, recent divorce, or a temporary period of unemployment. Such considerations also could include a change in circumstances, like drug rehabilitation. Landlord/property manager agrees to consider extenuating circumstances, as detailed above.
3. Landlord may not deny housing based on any other criminal record history of the applicant or the applicant's household members. If Landlord intends to deny housing based upon No. 1-3 above, Landlord must give applicant, along with the case manager, notice and reason for the denial.
4. The applicant, together with the case manager, will have 7 days to produce information on extenuating circumstances, including letters of reference demonstrating the applicant was a good tenant prior to or after the conviction, evidence of rehabilitation, evidence that the criminal record history is erroneous, or other information in support of applicant's tenancy. Landlord cannot deny housing prior to consideration of extenuating circumstances offered.
5. Landlord agrees to offer tenancy to qualified tenant participants.
6. The Landlord will strive to give the referring the Mitigation Fund Participating Agency a copy of the unsigned lease and house rules before or during the application process so that the referring agency can review the rental rules and responsibilities with the client. The Landlord also will provide Program Administrator and the referring agency with a copy of the signed lease/rental

agreement, any house rules and the completed Move-In Condition Report, signed by the Landlord and tenant, within 14 days after the tenant moves in.

7. The Landlord will send Program Administrator and the Participating Agency a copy of any changes to the lease and any house rules at the same time that the tenant is notified of the changes. Changes to the lease are limited to those allowed by California law.
8. The Landlord will provide those clients referred through Participating Agencies with housing that is affordable and well maintained over the length of the clients' tenancies.
9. The Landlord will communicate orally and/or in writing with the referring Participating Agency and/or Program Administrator when problems arise with the referred clients. Problems may include issues raised during the application process (i.e. incomplete information or failure to meet screening criteria) or during tenancy.
10. Specifically, the Landlord agrees to notify the Participating Agency and/or Program Administrator in the event of 1) issues that may lead to a written notice to the tenant, 2) any type of written notice to the tenant, 3) late payment of rent, 4) any other issues or action that may affect the continuation of tenant's tenancy, and 5) awareness of any potential or actual damage to the rental unit.
11. The goal is to communicate with the Participating Agency and/or Program Administrator and work together to resolve issues before moving towards an eviction and/or any action that may jeopardize the tenant's housing. Landlords are expected to fully commit in good faith to resolving issues with tenants. Prior to beginning the process to terminate tenancy, landlord will provide case manager a ten (10) day notice so that alternative housing arrangements can be made for the tenant.
12. Landlord will quickly notify the Participating Agency and/or Program Administrator when issues arise and work closely with them to prevent damages. If damages occur despite early interventions, the Landlord will follow the Mitigation Fund Guidelines in seeking reimbursement from Program Administrator for damages caused by tenants. The Landlord will submit a Claim Form within thirty (30) calendar days of the lease termination date.
13. Landlord will communicate orally and/or in writing with Program Administrator whenever any issues or concerns arise regarding this partnership. The goal is to strengthen this partnership and provide an opportunity for correction and improvement before moving towards any action that may jeopardize this Partnership Agreement.

V. Lease

1. Rental Assistance Projects:
 - a. Participating tenants and Landlords will enter into a separate lease agreement that will govern the relationship between the tenant(s) and Landlord for rental housing. The Program Administrator is not a party to, or the beneficiary of, any lease agreement. Landlord understands and agrees that the Program Administrator will facilitate support services to help ensure the success of the tenancy, but cannot and does not guarantee the performance of any party to a lease agreement, except to the extent provided herein.

- b. Tenant participants may have a form of housing subsidy. Landlord may be required to enter into a Housing Assistance Payment contract, or similar agreement, in order to receive payment on the tenant's behalf for housing. The Program Administrator is not a party to, or the beneficiary of, any Housing Assistance Payment contract or similar agreement. The Program Administrator makes no representation as to the receipt of any subsidy by participating tenants, including the continued receipt of any housing subsidy. Landlord agrees and understands that the Program Administrator makes no promises with respect to the performance of any housing subsidy administrator.
 - c. Landlord may, in its discretion, waive any security deposit requirement or agree to the collection of a reduced security deposit (less than the equivalent of one month's rent). If Landlord requires a security deposit, the security deposit must be collected, held, accounted for and returned in strict compliance with California law. Landlord agrees that a claim for damage or unpaid rent must be first made against any security deposit held.
 - d. An inspection of the housing unit may be required by a housing subsidy administrator. Whether or not an inspection occurs, the Landlord must provide the tenants with a Statement of Condition form as required by law. The Program Administrator must be provided with a copy of the fully executed Statement of Condition within twenty-one (21) days of the tenant move-in. The Move-in/Out Condition Report may be emailed to the Program Administrator at lfisher@kthomelessalliance.org. Failure to provide the Program Administrator with a copy of the fully executed Statement of Condition Form may be a basis for denial of a claim for unit damages.
2. Master Leasing/Sponsor Based Rental Assistance Projects:
- a. Participating Agencies and Landlords will enter into a separate lease agreement that will govern the relationship between the Agency and Landlord for rental housing. The Program Administrator is not a party to, or the beneficiary of, any lease agreement. Landlord understands and agrees that the Program Administrator will facilitate support services to help ensure the success of the tenancy, but cannot and does not guarantee the performance of any party to a lease agreement, except to the extent provided herein.
 - b. Tenants will enter into a rental agreement directly with the Participating Agency. No security deposit or application fees may be charged to tenant.

VI. Mutual Obligations

1. The Case Manager assigned to the client through the Participating Agency will respond to all Landlord inquiries within two business days. In case of an emergency, Landlord should contact appropriate emergency responder, including, the police, fire or inspectional services department. Conditions which require emergency attention, such as a utility shut-off or burst pipes, should be addressed immediately and in the usual course of business without waiting for a response from the Case Manager.
2. Landlord will timely notify the Case Manager of any issues with the tenancy which may give rise to a claim against the Landlord Guarantee Fund or a basis for the termination of the tenancy, including, but not limited to:

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

VII. Eviction

- 1. In the event that an issue with a tenancy cannot be successfully resolved despite intervention, Landlord may wish to terminate the tenancy and commence eviction proceedings. By agreeing to participate in the Mitigation Fund, Landlord does not waive any of its rights under California law with regard to tenant eviction.
- 2. Tenant participants in the Mitigation Fund also retain all their rights as tenants under California law. The Program Administrator cannot evict the tenant or otherwise require the tenant to vacate the unit. The Program Administrator and the Participating Agency should be provided with copies of any legal notices or complaints, as set forth above, which are served upon the tenant.
- 3. Some costs associated with eviction proceedings (e.g. court filing fees) may be reimbursed through the Mitigation Fund. For more information on eligible costs, see below.
- 4. In some instances, Participating Agencies that incur eviction related expenses may be able to submit a claim for reimbursement. Any such case would be restricted to the balance available after a landlord claim.

VIII. Mitigation Fund

- 1. The Program Administrator will oversee the Mitigation Fund, which will cover unpaid rent and damages by tenants housed under this program up to \$2,000 per household. The

Mitigation Fund will also provide financial incentives for Landlords that allocate property to the program. Eligible costs include¹:

- a. Holding fee of up to one month of rent to cover time for property inspection, etc.
- b. Unpaid back rent owed by the tenant.
- c. Reimbursement for repairs made to the unit due to damage caused by the tenant.
- d. Court fees and court costs associated with a summary process action or other action to enforce Landlord's rights under the lease agreement.
- e. Court and storage fees associated with levying on an execution for Possession.
- f. An insurance deductible for covered damages.

The following costs or losses are not included:

- a. Normal wear and tear (See Appendix I).
 - b. Normal turnover costs.
 - c. Interest.
 - d. Fines or penalty payments as may be provided for in the lease agreement.
 - e. Loss of use as the result of damages.
 - f. Early termination fees, costs or losses.
 - g. Vacancy period for lease-up or complying with criteria in this Agreement.
 - h. Attorney's Fees.
2. The Program Administrator will verify and process all unpaid rent, damage and eligible cost claims. The Program Administrator will make the final determination as to whether a particular cost claim will be approved for reimbursement.
 3. Landlord has the right to appeal any denied claims. The appeal must be submitted in writing to the Program Administrator within 7 days of denial. The appeal will be reviewed by an impartial panel who will make a final, binding decision. The Landlord relinquishes their right to seek remedy in court on the matter.
 4. In order to be eligible to recover funds for damages, Landlord must have notified the Program Administrator of an event or condition which may give rise to a damage claim, unpaid rent claim or other claim for eligible costs in order for the Program Administrator and other relevant parties to intervene to attempt to prevent or limit damage. Landlord must also verify that any claim for unpaid rent or damage exceeds any security deposit held and provide the Program Administrator with all documents accounting for any security deposit withholding.

¹ Items in Section VIII 1.a and 1.b are not allowable reimbursements for master leasing projects since these expenses can be incurred by the Participating agency through their grant funds.

5. If damage or loss occurred despite intervention, or there was no opportunity for intervention, Landlord must notify the Program Administrator within thirty (30) days of the lease termination date.
6. If Landlord seeks to make a claim during the tenancy, Landlord must work with Program Administrator to determine if the basis upon which the termination of the tenancy is sought may be rectified. The timing of an acceptance of a claim during the tenancy will be in the sole discretion of the Program Administrator, depending on the circumstances that give rise to the claim. Landlord does not need to obtain a judgment for money damages against the tenant in order to place a claim against the Mitigation Fund.
7. Landlord must complete and submit a Claim Form, available online, to Program Administrator by email at lfisher@kthomelessalliance.org.
8. In order for a claim to be processed, Landlord must submit appropriate documentation to support the claim, including, but not limited to:
 - a. Move-in/Out Condition Report (required if requesting reimbursement for damages).
 - b. Receipts or invoices for any repairs (required if requesting reimbursement for damages and invoices must show proof of payment).
 - c. Written Accounting Statement reflecting tenant-owed expenses.
 - d. Documentation of non-payment of rent (72-hour notices, tenant ledger, etc.).
 - e. Invoice for any eviction related court costs (invoice must show proof of payment).
9. If the damages include replacement of an item that has a depreciable basis, the maximum claim would be reduced by the depreciation using the average life as identified by the National Association of Certified Home Inspectors.
 Example:
 If the carpet is 3 years old and its useful life is 8 years, $3/8 = .375$ is the depreciable basis. If the total replacement cost is \$2,500 $\times .375$ (depreciable basis) = \$937.50 depreciation.
 $\$2,500$ (replacement cost) - \$937.50 (depreciable basis) = \$1,562.50 (maximum claim).
10. Program Administrator will verify the claim and may request additional documents to support the claim. Landlord must submit additional documents within 14 business days. Program Administrator reserves the right to perform an inspection of the unit. Inaccurate or falsified information will be grounds for denial of a Mitigation Fund claim.
11. The Mitigation Fund will not reimburse for tools needed to repair damages, Landlord's personal time to repair damages or other activities related to the claim, items allegedly stolen, or damages not represented in the move-in/out condition report.
12. Program Administrator will facilitate the issuance of approved claims for payment to the Landlord within 30 days.

IX. Termination of this Agreement

This Partnership Agreement may be terminated or suspended by either the Landlord or Program Administrator upon the intentional or negligent noncompliance by the other party with any of the listed expectations. Termination shall be effected by written notice from one party to the other, and shall be effective immediately upon notice, or at a later date specified in the notice. This Agreement also may be terminated with good cause by either party upon 30 days written notice to the other party.

This agreement applies to all clients referred by Program Administrator and/or Participating Agencies as part of the Mitigation Fund Project to housing owned and operated by _____ until the Partnership Agreement has been terminated.

Landlord:

Kings/Tulare Homeless Alliance

xx

By:

By: Laura Fisher, Program Manager



AGENCY PARTICIPATION AGREEMENT

I. Introduction

Effective _____, _____, hereinafter referred to as “Agency” agrees to partner with The Kings/Tulare Homeless Alliance, hereinafter referred to as “Program Administrator” and approved Mitigation Fund Participating Landlords, hereinafter referred to as “Landlord” agree to extend housing opportunities for homeless individuals and families as part of the Landlord Mitigation Fund, hereinafter referred to as “Mitigation Fund”.

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As part of a partnership under the Mitigation Fund, the Program Administrator and/or approved Participating Agencies will offer Landlord the following benefits:

- Timely response to Landlord concerns.
- During the initial lease term (not to exceed 24 months):
 - Intensive support services including monthly service provider visits to the Mitigation Fund tenants’ homes.
 - Eviction prevention assistance if tenants encounter financial difficulties.
 - Ongoing rental responsibility and money management training for the Mitigation Fund tenants.
 - Financial supports Section VIII of this Agreement.

In exchange, Landlord agrees to apply alternative screening criteria, which comply with fair housing laws, to the applicants referred through this program.

II. Participating Agency Obligations

1. Prior to referring clients for tenancy under the Mitigation Fund, Participating Agencies will have worked closely with the clients to conduct preliminary evaluation, individualized goal plan development, and rental and financial management training. Participating Agencies will help the clients to develop goal plans to address any issues or problems identified in this assessment so that the clients will be successful in their tenancies.
2. Participating Agencies will ask each Mitigation Fund client to sign a Release of Information to allow the Landlord to share information regarding the client’s application status and other housing-related information with the referring agency and Program Administrator. The referring agency will strive to supply the Landlord with a copy of this Release at the point of referral.

3. Participating Agencies will provide ongoing support services, individual goal planning, coordination with other community services such as job training and placement and literacy development, referral to community resources, and money management assistance to Mitigation Fund clients for at least the first year of their tenancies. Throughout the first year of the clients' tenancies, Participating Agencies commit to meeting with the Mitigation Fund clients at least once a month in their rental units.
4. Each Participating Agency will have an identified, assigned staff member for the Landlord to contact regarding any issues related to lease violations. Participating Agencies will respond timely to Landlord's calls.
5. Participating Agencies will help their Mitigation Fund clients develop plans to address any issues that arise related to their tenancies.
6. Though Participating Agencies are committed to providing ongoing support services to each Mitigation Fund client they refer for at least the first year of the client's tenancy, extraordinary circumstances may arise where the case management cannot continue. In such situations, the Landlord may continue to contact the Participating Agency and/or Program Administrator with any issues or concerns.
7. Participating Agencies will actively encourage ongoing feedback from the Landlord regarding the services provided to the Landlord through this partnership. Participating Agencies commit to using the feedback from this evaluation process to improve their performance of the Mitigation Fund responsibilities and become even better partners with Landlord.

III. Program Administrator Obligations

1. The Program Administrator will certify service providers as Participating Agencies. As part of the certification process, the Program Administrator will confirm that such service providers can meet all of the expectations laid out in this agreement. The Program Administrator then will monitor the performance of all Participating Agencies and only maintain the certification of service providers that continue to meet these expectations.
2. The Program Administrator is available to address any concerns that the Landlord has regarding the Mitigation Fund, including any client or agency participating in the program.
3. The Program Administrator will contact the Landlord regularly to ensure successful tenancies for the referred Mitigation Fund clients and to maintain an effective partnership with the Landlord.
4. The Program Administrator will oversee the Mitigation Fund, which will cover damages caused by the Mitigation Fund tenants within the first two years of their tenancies. The Program Administrator will verify and process all damage claims submitted and pay Landlord for legitimate damages using the Mitigation Fund, in accordance with Mitigation Fund Guidelines.
5. The Program Administrator will actively encourage ongoing feedback from the Landlord regarding the services provided to the Landlord through this partnership. The Program Administrator commits to using feedback to improve the performance of the Mitigation Fund and become even better partners with the Landlord.

IV. Landlord Obligations

1. The Landlord will use reduced screening. Landlord agrees to only screen applicants from the tenant pool as follows:
 - a. Housing History. Landlord agrees that it will not screen out tenant applications for non-payment eviction history and may only screen for cause or other criminal eviction history in the past three years. Landlord may and should consider as evidence of a tenant applicant's housing history letters from service providers, community members and landlords.
 - b. Credit History. Landlord agrees to waive credit history screening.
 - c. Criminal Record History Screening. Any criminal record history screening must reflect an individualized assessment of the particular applicant's background and housing history. If Landlord chooses to perform a criminal record history inquiry, Landlord may only consider the following:
 - 1) If applicant, or a member of applicant's household, is life-time registered sex offender.
 - 2) If applicant, or a member of applicant's household, has been convicted of arson within the past three years.
 - 3) If applicant, or a member of applicant's household, has been convicted of a violent felony within the past three years.
2. Landlords are encouraged not to automatically disqualify a household based on any of the above factors identified in Item 1. In some cases, an applicant who does not qualify under these screening criteria might still be an acceptable risk due to extenuating circumstances. Such circumstances might include, but are not limited to, triggering events like severe health problems, recent death of spouse, domestic violence, recent divorce, or a temporary period of unemployment. Such considerations also could include a change in circumstances, like drug rehabilitation. Landlord/property manager agrees to consider extenuating circumstances, as detailed above.
3. Landlord may not deny housing based on any other criminal record history of the applicant or the applicant's household members. If Landlord intends to deny housing based upon No. 1-3 above, Landlord must give applicant, along with the case manager, notice and reason for the denial.
4. The applicant, together with the case manager, will have 7 days to produce information on extenuating circumstances, including letters of reference demonstrating the applicant was a good tenant prior to or after the conviction, evidence of rehabilitation, evidence that the criminal record history is erroneous, or other information in support of applicant's tenancy. Landlord cannot deny housing prior to consideration of extenuating circumstances offered.
5. Landlord agrees to offer tenancy to qualified tenant participants.
6. The Landlord will strive to give the referring the Mitigation Fund Participating Agency a copy of the unsigned lease and house rules before or during the application process so that the referring agency can review the rental rules and responsibilities with the client. The Landlord also will provide Program Administrator and the referring agency with a copy of the signed lease/rental

agreement, any house rules and the completed Move-In Condition Report, signed by the Landlord and tenant, within 14 days after the tenant moves in.

7. The Landlord will send Program Administrator and the Participating Agency a copy of any changes to the lease and any house rules at the same time that the tenant is notified of the changes. Changes to the lease are limited to those allowed by California law.
8. The Landlord will provide those clients referred through Participating Agencies with housing that is affordable and well maintained over the length of the clients' tenancies.
9. The Landlord will communicate orally and/or in writing with the referring Participating Agency and/or Program Administrator when problems arise with the referred clients. Problems may include issues raised during the application process (i.e. incomplete information or failure to meet screening criteria) or during tenancy.
10. Specifically, the Landlord agrees to notify the Participating Agency and/or Program Administrator in the event of 1) issues that may lead to a written notice to the tenant, 2) any type of written notice to the tenant, 3) late payment of rent, 4) any other issues or action that may affect the continuation of tenant's tenancy, and 5) awareness of any potential or actual damage to the rental unit.
11. The goal is to communicate with the Participating Agency and/or Program Administrator and work together to resolve issues before moving towards an eviction and/or any action that may jeopardize the tenant's housing. Landlords are expected to fully commit in good faith to resolving issues with tenants. Prior to beginning the process to terminate tenancy, landlord will provide case manager a ten (10) day notice so that alternative housing arrangements can be made for the tenant.
12. Landlord will quickly notify the Participating Agency and/or Program Administrator when issues arise and work closely with them to prevent damages. If damages occur despite early interventions, the Landlord will follow the Mitigation Fund Guidelines in seeking reimbursement from Program Administrator for damages caused by tenants. The Landlord will submit a Claim Form within thirty (30) calendar days of the lease termination date.
13. Landlord will communicate orally and/or in writing with Program Administrator whenever any issues or concerns arise regarding this partnership. The goal is to strengthen this partnership and provide an opportunity for correction and improvement before moving towards any action that may jeopardize this Partnership Agreement.

V. Lease

1. Rental Assistance Projects:
 - a. Participating tenants and Landlords will enter into a separate lease agreement that will govern the relationship between the tenant(s) and Landlord for rental housing. The Program Administrator is not a party to, or the beneficiary of, any lease agreement. Landlord understands and agrees that the Program Administrator will facilitate support services to help ensure the success of the tenancy, but cannot and does not guarantee the performance of any party to a lease agreement, except to the extent provided herein.

- b. Tenant participants may have a form of housing subsidy. Landlord may be required to enter into a Housing Assistance Payment contract, or similar agreement, in order to receive payment on the tenant's behalf for housing. The Program Administrator is not a party to, or the beneficiary of, any Housing Assistance Payment contract or similar agreement. The Program Administrator makes no representation as to the receipt of any subsidy by participating tenants, including the continued receipt of any housing subsidy. Landlord agrees and understands that the Program Administrator makes no promises with respect to the performance of any housing subsidy administrator.
 - c. Landlord may, in its discretion, waive any security deposit requirement or agree to the collection of a reduced security deposit (less than the equivalent of one month's rent). If Landlord requires a security deposit, the security deposit must be collected, held, accounted for and returned in strict compliance with California law. Landlord agrees that a claim for damage or unpaid rent must be first made against any security deposit held.
 - d. An inspection of the housing unit may be required by a housing subsidy administrator. Whether or not an inspection occurs, the Landlord must provide the tenants with a Statement of Condition form as required by law. The Program Administrator must be provided with a copy of the fully executed Statement of Condition within twenty-one (21) days of the tenant move-in. The Move-in/Out Condition Report may be emailed to the Program Administrator at lfisher@kthomelessalliance.org. Failure to provide the Program Administrator with a copy of the fully executed Statement of Condition Form may be a basis for denial of a claim for unit damages.
2. Master Leasing/Sponsor Based Rental Assistance Projects:
- a. Participating Agencies and Landlords will enter into a separate lease agreement that will govern the relationship between the Agency and Landlord for rental housing. The Program Administrator is not a party to, or the beneficiary of, any lease agreement. Landlord understands and agrees that the Program Administrator will facilitate support services to help ensure the success of the tenancy, but cannot and does not guarantee the performance of any party to a lease agreement, except to the extent provided herein.
 - b. Tenants will enter into a rental agreement directly with the Participating Agency. No security deposit or application fees may be charged to tenant.

VI. Mutual Obligations

- 1. The Case Manager assigned to the client through the Participating Agency will respond to all Landlord inquiries within two business days. In case of an emergency, Landlord should contact appropriate emergency responder, including, the police, fire or inspectional services department. Conditions which require emergency attention, such as a utility shut-off or burst pipes, should be addressed immediately and in the usual course of business without waiting for a response from the Case Manager.
- 2. Landlord will timely notify the Case Manager of any issues with the tenancy which may give rise to a claim against the Landlord Guarantee Fund or a basis for the termination of the tenancy, including, but not limited to:

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

VII. Eviction

- 1. In the event that an issue with a tenancy cannot be successfully resolved despite intervention, Landlord may wish to terminate the tenancy and commence eviction proceedings. By agreeing to participate in the Mitigation Fund, Landlord does not waive any of its rights under California law with regard to tenant eviction.
- 2. Tenant participants in the Mitigation Fund also retain all their rights as tenants under California law. The Program Administrator cannot evict the tenant or otherwise require the tenant to vacate the unit. The Program Administrator and the Participating Agency should be provided with copies of any legal notices or complaints, as set forth above, which are served upon the tenant.
- 3. Some costs associated with eviction proceedings (e.g. court filing fees) may be reimbursed through the Mitigation Fund. For more information on eligible costs, see below.
- 4. In some instances, Participating Agencies that incur eviction related expenses may be able to submit a claim for reimbursement. Any such case would be restricted to the balance available after a landlord claim.

VIII. Mitigation Fund

- 1. The Program Administrator will oversee the Mitigation Fund, which will cover unpaid rent and damages by tenants housed under this program up to \$2,000 per household. The Mitigation Fund will also provide financial incentives for Landlords that allocate property to the program. Eligible costs include¹:

¹ Items in Section VIII 1.a and 1.b are not allowable reimbursements for master leasing projects since these expenses can be incurred by the Participating Agency through their grant funds.

- a. Holding fee of up to one month of rent to cover time for property inspection, etc.
- b. Unpaid back rent owed by the tenant.
- c. Reimbursement for repairs made to the unit due to damage caused by the tenant.
- d. Court fees and court costs associated with a summary process action or other action to enforce Landlord's rights under the lease agreement.
- e. Court and storage fees associated with levying on an execution for Possession.
- f. An insurance deductible for covered damages.

The following costs or losses are not included:

- a. Normal wear and tear (See Appendix I).
 - b. Normal turnover costs.
 - c. Interest.
 - d. Fines or penalty payments as may be provided for in the lease agreement.
 - e. Loss of use as the result of damages.
 - f. Early termination fees, costs or losses.
 - g. Vacancy period for lease-up or complying with criteria in this Agreement.
 - h. Attorney's Fees.
2. The Program Administrator will verify and process all unpaid rent, damage and eligible cost claims. The Program Administrator will make the final determination as to whether a particular cost claim will be approved for reimbursement.
 3. Landlord has the right to appeal any denied claims. The appeal must be submitted in writing to the Program Administrator within 7 days of denial. The appeal will be reviewed by an impartial panel who will make a final, binding decision. The Landlord relinquishes their right to seek remedy in court on the matter.
 4. In order to be eligible to recover funds for damages, Landlord must have notified the Program Administrator of an event or condition which may give rise to a damage claim, unpaid rent claim or other claim for eligible costs in order for the Program Administrator and other relevant parties to intervene to attempt to prevent or limit damage. Landlord must also verify that any claim for unpaid rent or damage exceeds any security deposit held and provide the Program Administrator with all documents accounting for any security deposit withholding.
 5. If damage or loss occurred despite intervention, or there was no opportunity for intervention, Landlord must notify the Program Administrator within thirty (30) days of the lease termination date.

6. If Landlord seeks to make a claim during the tenancy, Landlord must work with Program Administrator to determine if the basis upon which the termination of the tenancy is sought may be rectified. The timing of an acceptance of a claim during the tenancy will be in the sole discretion of the Program Administrator, depending on the circumstances that give rise to the claim. Landlord does not need to obtain a judgment for money damages against the tenant in order to place a claim against the Mitigation Fund.
7. Landlord must complete and submit a Claim Form, available online, to Program Administrator by email at lfisher@kthomelessalliance.org.
8. In order for a claim to be processed, Landlord must submit appropriate documentation to support the claim, including, but not limited to:
 - a. Move-in/Out Condition Report (required if requesting reimbursement for damages).
 - b. Receipts or invoices for any repairs (required if requesting reimbursement for damages and invoices must show proof of payment).
 - c. Written Accounting Statement reflecting tenant-owed expenses.
 - d. Documentation of non-payment of rent (72-hour notices, tenant ledger, etc.).
 - e. Invoice for any eviction related court costs (invoice must show proof of payment).
9. If the damages include replacement of an item that has a depreciable basis, the maximum claim would be reduced by the depreciation using the average life as identified by the National Association of Certified Home Inspectors.
 Example:
 If the carpet is 3 years old and its useful life is 8 years, $3/8 = .375$ is the depreciable basis. If the total replacement cost is \$2,500 x .375 (depreciable basis) = \$937.50 depreciation.
 $\$2,500$ (replacement cost) - $\$937.50$ (depreciable basis) = $\$1,562.50$ (maximum claim).
10. Program Administrator will verify the claim and may request additional documents to support the claim. Landlord must submit additional documents within 14 business days. Program Administrator reserves the right to perform an inspection of the unit. Inaccurate or falsified information will be grounds for denial of a Mitigation Fund claim.
11. The Mitigation Fund will not reimburse for tools needed to repair damages, Landlord's personal time to repair damages or other activities related to the claim, items allegedly stolen, or damages not represented in the move-in/out condition report.
12. Program Administrator will facilitate the issuance of approved claims for payment to the Landlord within 30 days.

IX. Termination of this Agreement

This Partnership Agreement may be terminated or suspended by either the Participating Agency or Program Administrator upon the intentional or negligent noncompliance by the other party with any of the listed expectations. Termination shall be effected by written notice from one party to the other, and shall be effective immediately upon notice, or at a later date specified in the notice. This Agreement

also may be terminated with good cause by either party upon 30 days written notice to the other party.

This agreement applies to all clients referred by Program Administrator and/or Participating Agencies as part of the Mitigation Fund Project to clients enrolled in the following programs:

_____ until the Partnership Agreement has been terminated.

Participating Agency:

Kings/Tulare Homeless Alliance

By:

By: Laura Fisher, Program Manager

Appendix B - Property Application



PROPERTY APPLICATION

Landlord Name:	
Phone Number:	
Street Address:	
City, State, Zip Code	
Email address:	

THE FOLLOWING MUST BE SUBMITTED WITH THIS FORM, IF NOT PREVIOUSLY SUBMITTED:

- W-9 Form Certification of Ownership

UNIT INFORMATION:

Street Address		Unit/Apartment #	
City		State	Zip Code
# Bedrooms	Year Built	Proposed Rent \$	Date Unit Ready for Inspection*

- UNIT TYPE** (check one) Single family Duplex Condo/Townhouse Apartment

*** UNIT INSPECTION DATE**

_____ The **unit must be vacant**. Any furniture and appliances present in the unit must remain in place for the assisted tenancy. If the unit is furnished with items not to remain in place for the assisted tenancy, the unit is not ready for inspection. **If the tenant moves into the unit before the date authorized by the Program Administrator, the tenant is responsible for the entire rent until date of authorization.**
 Owner Initials

RENT REASONABLENESS:

_____ The rent charged to the assisted tenant must not be more than the rent charged for other unassisted comparable units.
 Owner Initials

IF THIS UNIT IS SUBSIDIZED, INDICATE TYPE OF SUBSIDY:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Tax Credit | <input type="checkbox"/> Section 221(d)(3)(BMIR) | <input type="checkbox"/> Other _____
<i>(Describe other subsidy, include state or local subsidy)</i> |
| <input type="checkbox"/> Home Program | <input type="checkbox"/> Section 236 (Insured or noninsured) | |
| <input type="checkbox"/> Section 202 | <input type="checkbox"/> Section 515 Rural Development | |

UTILITIES (check all applicable boxes):

	Gas	Electric	Comments
The unit heater is:	<input type="checkbox"/>	<input type="checkbox"/>	
The range (oven) is:	<input type="checkbox"/>	<input type="checkbox"/>	
The water heater is:	<input type="checkbox"/>	<input type="checkbox"/>	
	Owner	Tenant	Comments
Who pays the gas bill?	<input type="checkbox"/>	<input type="checkbox"/>	
Who pays the electric bill?	<input type="checkbox"/>	<input type="checkbox"/>	
Who pays the water bill?	<input type="checkbox"/>	<input type="checkbox"/>	
Who pays the trash/sewer bill?	<input type="checkbox"/>	<input type="checkbox"/>	

APPLIANCES (check all applicable boxes):

	Owner	Tenant	Comments
Who provides the range (oven)?	<input type="checkbox"/>	<input type="checkbox"/>	
Who provides the refrigerator?	<input type="checkbox"/>	<input type="checkbox"/>	
Other (specify):			

PROGRAMS ACCEPTED FOR THIS UNIT:

Permanent Supportive Housing

- Mainstream Voucher Program (MVP)
- Permanent Supportive Housing (PSH)

Rapid Re-housing

- Bringing Families Home (BFM)
- Emergency Solutions Grant (ESG)
- Housing and Disability Advocacy Program (HDAP)
- Housing Support Program (HSP)
- Supportive Services for Veteran Families (SSVF)

I hereby certify that the information contained in this application is accurate. If this unit is approved for participation in the Landlord Mitigation Fund, I understand and agree to the terms set forth in the Landlord Mitigation Fund Program Guidelines and Participation Agreement.

Company: _____

By: [Landlord Name, Title] _____

Date _____



Appendix C - Certification of Ownership



CERTIFICATION OF LEGAL OWNERSHIP OF PROPERTY

I certify that the person or entity listed below is the legal owner of record of the following property:

Property Owner

Property Address

I understand if tax records show a discrepancy in this information, verification of ownership status is required or the landlord may demonstrate adequate legal site control of the rental property prior to lease approval.

Name

Signature

Date

Phone Number

Appendix D - W-9

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Appendix E - Client Release of Information



RELEASE OF INFORMATION

Client Name: _____ Date: _____

I, _____ [Insert Client Name], give _____ [Insert Participating Agency] and Kings/Tulare Homeless Alliance permission to obtain information from _____ [Insert Landlord/Property Management Company Name] related to my tenancy, including but not limited to the rental application and screening process, lease agreement, rent payments, and tenancy violations, warnings, notices and terminations. I understand the Release is needed in order for _____ [Insert Participating Agency] and the Kings/Tulare Homeless Alliance to provide support to help me get into housing and be successful in my housing.

I understand that this Release automatically expires 30 days after the date of my exit from the Landlord Mitigation Fund Project. I am giving consent voluntarily and understand that I may, at any time, revoke it in writing to the entity giving or receiving the information. I have the right to see the information provided under this Release at any time.

My authorization releases _____ [Insert Participating Agency], Kings/Tulare Homeless Alliance and _____ [Insert Landlord/Property Management Company Name] from any and all liability for damages arising from inquiring about, obtaining, providing and/or taking action based on information covered by this Release.

I have read this Release, or it has been read to me, and I understand its content. I understand that I have a right to receive a copy of this Release.

Client Name (please print)

Client Signature

Date

Agency Personnel (please print)

Agency Personnel Signature

Date

Appendix F - Claim Form



OWNER CLAIM FORM

The attached Claim Form is for reimbursement of physical and/or operational damage costs (in excess of the amount of security deposit paid) for the unit, caused by a formerly homeless household during their occupancy. You must complete and return the Claim Form to our office within 30 calendar days of the lease termination date.

If you intend to claim damages, you must enclose documentation showing the basis for the charges, including verifiable third party evidence of the actual cost incurred. Payment for damages can be claimed only to the extent that they have not been paid by the tenant.

Any amount owed by the tenant to the owner for damages will first be deducted from the security deposit that the owner specified in the lease agreement. The maximum amount that the Kings/Tulare Homeless Alliance will pay for a qualified claim is \$2,000. This represents the maximum amount that the Kings/Tulare Homeless Alliance will pay under any circumstances.

Again, your deadline for the return of the Claim Form and receipts to the Kings/Tulare Homeless Alliance is 30 calendar days from the lease termination date. No claims and receipts received after this date will be honored.

If you have any questions regarding completion of this form, please contact Jennifer Pinheiro at jpinheiro@kthomelessalliance.org.

FOR AGENCY USE ONLY:

Date Reviewed:	
Reviewed By:	
Partner Agency/Case Manager:	

INTERVENTIONS:		<i>Date(s)</i>	<i>Comments</i>
	Referral to Case Manager		
	Referral for Dispute Resolution		
	Other:		

OUTCOME:

	Tenancy preserved
	Tenancy dissolved/ household successfully relocated
	Tenancy dissolved/ household not successfully relocated

CLAIM INFORMATION:

<i>Category</i>	<i>Requested Cost</i>	<i>Description</i>	<i>Approved Cost</i>
Damages	\$		\$
Lost Rent	\$		\$
Court Costs	\$		\$
Other	\$		\$
Total	\$		\$

CLAIM PROCESS:

<i>Step</i>	<i>Reviewed/Approved</i>	<i>Date</i>
Approve claim		
KTHA processed claim		

Appendix G – Housing Quality Standards

that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for in paragraph (a)(1) of this section. The Owner shall submit financial statements to the PHA which clearly support the increase.

(b) *Overall Limitation.* Notwithstanding any other provisions of this part, adjustments as provided in this section shall not result in material differences between the rents charged for assisted and comparable (as defined in § 882.106(b)) unassisted units, as determined by the PHA (and approved by HUD in the case of adjustments under paragraph (a)(2) of this section).

[43 FR 61246, Dec. 29, 1978, as amended at 44 FR 43903, July 26, 1979; 47 FR 4252, Jan. 29, 1982; 47 FR 33500, Aug. 3, 1982; 49 FR 12237, Mar. 29, 1984]

§ 882.109 Housing quality standards.

Housing used in this program shall meet the Performance Requirements set forth in this section. In addition, the housing shall meet the Acceptability Criteria set forth in this section except for such variations as are proposed by the PHA and approved by HUD. Local climatic or geological conditions or local codes are examples which may justify such variations.

(a) *Sanitary facilities*—(1) *Performance requirement.* The dwelling unit shall include its own sanitary facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

(2) *Acceptability criteria.* A flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.

(b) *Food preparation and refuse disposal*—(1) *Performance requirement.* The dwelling unit shall contain suitable space and equipment to store, prepare, and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facili-

ties for temporary storage where necessary (e.g., garbage cans).

(2) *Acceptability criteria.* The unit shall contain the following equipment in proper operating condition: cooking stove or range and a refrigerator of appropriate size for the unit, supplied by either the Owner or the Family, and a kitchen sink with hot and cold running water. The sink shall drain into an approved public or private system. Adequate space for the storage, preparation and serving of food shall be provided.

(c) *Space and security*—(1) *Performance Requirement.* The dwelling unit shall afford the Family adequate space and security.

(2) *Acceptability criteria.* The dwelling unit shall contain a living room, kitchen area, and bathroom. The dwelling unit shall contain at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of opposite sex, other than husband and wife or very young children, shall not be required to occupy the same bedroom or living/sleeping room. Exterior doors and windows accessible from outside the unit shall be lockable.

(d) *Thermal environment*—(1) *Performance requirement.* The dwelling unit shall have and be capable of maintaining a thermal environment healthy for the human body.

(2) *Acceptability criteria.* The dwelling unit shall contain safe heating and/or cooling facilities which are in proper operating condition and can provide adequate heat and/or cooling to each room in the dwelling unit appropriate for the climate to assure a healthy living environment. Unvented room heaters which burn gas, oil or kerosene are unacceptable.

(e) *Illumination and electricity*—(1) *Performance requirement.* Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire.

(2) *Acceptability criteria.* Living and sleeping rooms shall include at least one window. A ceiling or wall type light fixture shall be present and working in the bathroom and kitchen area.

At least two electric outlets one of which may be an overhead light, shall be present and operable in the living area, kitchen area, and each bedroom area.

(f) *Structure and materials*—(1) *Performance requirement.* The dwelling unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment.

(2) *Acceptability criteria.* Ceilings, walls, and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. The roof structure shall be firm and the roof shall be weathertight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling. Elevators shall be maintained in safe and operating condition.

(g) *Interior air quality*—(1) *Performance requirement.* The dwelling unit shall be free of pollutants in the air at levels which threaten the health of the occupants.

(2) *Acceptability criteria.* The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least one openable window or other adequate exhaust ventilation.

(h) *Water supply*—(1) *Performance requirement.* The water supply shall be free from contamination.

(2) *Acceptability criteria.* The unit shall be served by an approved public or private sanitary water supply.

(i) *Lead-based paint*—(1) *Purpose and applicability.* The purpose of this paragraph is to implement the provisions of section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning with

respect to existing housing units for which Requests For Lease Approval are made under this part. This paragraph is promulgated under the authorization granted in 24 CFR 35.24(b)(4) and supersedes, with respect to all housing to which it applies, the requirements prescribed by subpart C of 24 CFR part 35. The requirements of paragraph (i)(4) of this section are applicable to units for which initial inspection under § 882.209(h)(1) or periodic inspection under § 882.211(b) is made on or after May 1, 1987. The requirements of this paragraph do not apply to 0-bedroom units. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a Housing Assistance Payments Contract under this subpart.

(2) *Definitions—Applicable surface.* All intact and nonintact interior and exterior painted surfaces of a residential structure.

Chewable surface. All chewable protruding painted surfaces up to five feet from the floor or ground, which are readily accessible to children under seven years of age, e.g., protruding corners, windowsills and frames, doors and frames, and other protruding woodworks.

Defective paint surface. Paint on applicable surfaces that is cracking, scaling, chipping, peeling or loose.

Elevated blood lead level or EBL. Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or greater.

Lead-based paint. A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm².

(3) *Defective paint.* In the case of a unit, for a Family which includes a child under the age of seven years, which was constructed prior to 1978, the initial inspection under § 882.209(h)(1), and each periodic inspection under § 882.211(b), shall include an inspection for defective paint surfaces. If defective paint surfaces are found, treatment as required by 24 CFR 35.24(b)(2)(ii) shall be required in accordance with § 882.209(h) or § 882.211(b)–(c), as appropriate. Correction of defective paint conditions discovered at

periodic inspection shall be completed within 30 days of PHA notification to the Owner. When weather conditions prevent completion of repainting of exterior surfaces within the 30 day period, repainting may be delayed, but covering or removal of the defective paint must be completed within the prescribed period.

(4) *Chewable surfaces.* In the case of a unit constructed prior to 1978, for a Family which includes a child under the age of seven years with an identified EBL condition, the initial inspection under § 882.209(h)(1), or a periodic inspection under § 882.211(b), shall include a test for lead-based paint on chewable surfaces. Testing shall be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency or an organization recognized by HUD. Lead content shall be tested by using an X-ray fluorescence analyzer (XRF) or other method approved by HUD. Test readings of 1 mg/cm² or higher using an XRF shall be considered positive for presence of lead-based paint. Where lead-based paint on chewable surfaces is identified, covering or removal of the paint surface in accordance with 24 CFR 35.24(b)(2)(ii) shall be required in accordance with § 882.209(h) or § 882.211 (b) and (c), as appropriate, and correction shall be completed within the time limits set forth in paragraph (i)(3) of this section.

(5) *Abatement without testing.* In lieu of the procedures set forth in (4) above, the PHA may at its discretion, forego testing and require the owner to abate all interior and exterior chewable surfaces in accordance with the method set out at 25 CFR 35.24(b)(2)(ii).

(6) *Tenant protection.* the owner shall take appropriate action to protect tenants from hazards associated with abatement procedures.

(7) *Records.* The PHA shall keep a copy of each inspection report for at least three years. If a unit requires testing or if the unit requires treatment of chewable surfaces based on the testing, the PHA shall keep indefinitely the test results and, if applicable, the owner certification of treatment. The records shall indicate which chewable surfaces in units have been

tested and which chewable surfaces in the units have been treated. If records establish that certain chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.

(j) *Access—(1) Performance requirement.* The dwelling unit shall be useable and capable of being maintained without unauthorized use of other private properties, and the building shall provide an alternate means of egress in case of fire.

(2) *Acceptability criteria.* The dwelling unit shall be useable and capable of being maintained without unauthorized use of other private properties. The building shall provide an alternate means of egress in case of fire (such as fire stairs or egress through windows).

(k) *Site and neighborhood—(1) Performance requirement.* The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the occupants.

(2) *Acceptability criteria.* The site and neighborhood shall not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(l) *Sanitary condition—(1) Performance requirement.* The unit and its equipment shall be in sanitary condition.

(2) *Acceptability criteria.* The units and its equipment shall be free of vermin and rodent infestation.

(m) *Congregate Housing—Performance requirement.* The foregoing standards shall apply except for paragraph (b) of this section and the requirement in paragraph (c)(2) of this section for a kitchen area. In addition, the following standards shall apply:

(1) The unit shall contain a refrigerator of appropriate size.

(2) The sanitary facilities described in paragraph (a) of this section shall be contained within the unit.

(3) The central dining facility and central kitchen shall be located within the building or housing complex and be accessible to the occupants of the congregate units, and shall contain suitable space and equipment to store, prepare and serve food in a sanitary manner by a food service or persons other than the occupants and shall be for the primary use of occupants of the congregate units and be sufficient in size to accommodate the occupants. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

(n) *Independent Group Residence—Performance requirement.* The foregoing standards shall apply except for paragraphs (a), (b), (c), (f), (k), and (m) of this section. In addition, the following standards shall apply: (1) The unit shall contain and have ready access to a flush toilet which can be used in privacy, a fixed basin with hot and cold running water, and a shower and/or tub equipped with hot and cold running water all in proper operating condition and adequate for personal cleanliness and the disposal of human wastes. These facilities shall utilize an approved public or private disposal system, and shall be sufficient in number so that they need not be shared by more than four occupants. Those units accommodating physically handicapped occupants with wheelchairs or other special equipment shall provide access to all sanitary facilities, and shall provide, as appropriate to needs of the occupants, basins and toilets of appropriate height; grab bars to toilets, showers and/or bathtubs; shower seats; and adequate space for movement.

(2) The unit shall contain suitable space to store, prepare and serve foods in a sanitary manner. A cooking stove or range, a refrigerator(s) of appropriate size and in sufficient quantity for the number of occupants, and a kitchen sink with hot and cold running water shall be present in proper operating condition. The sink shall drain into an approved private or public system. Adequate space for the storage, preparation and serving of food shall be provided. There shall be adequate facilities

and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

(3) The dwelling unit shall afford the Family adequate space and security. A living room, kitchen, dining area, bathroom, and other appropriate social, recreational or community space shall be within the unit, and the unit shall contain at least one bedroom of appropriate size for each two persons. Exterior doors and windows accessible from outside each unit shall be capable of being locked. An emergency exit plan shall be developed and occupants shall be apprised of the details of the plan. All emergency and safety features and procedures shall meet applicable State and local standards.

(4) The unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment. Ceilings, walls and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. The roof structure shall be firm and the roof shall be weathertight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling. Elevators shall be maintained in safe and operating condition. Units accommodating physically handicapped occupants with wheelchairs and other special equipment shall not contain architectural barriers which impede access or use, and handrails and ramps shall be provided as appropriate.

(5) The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the occupants, and shall not be subject to serious adverse environmental conditions, natural or man-made, such as dangerous walks, steps, instability, flooding, poor drainage,

septic tank back-ups, sewage hazards or mudslides; abnormal air pollution, smoke or dust; excessive noise, vibrations or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards. The unit shall be located in a residential setting and be similar in size and appearance to housing generally found in the neighborhood, and be within walking distance or accessible via public or available private transportation to medical and other appropriate commercial and community service facilities.

(6) *Supportive services.* (i) A planned program of adequate supportive services appropriate to the needs of the occupants shall be provided on a continual basis by a qualified Resident Assistant(s) residing in the unit, or other qualified person(s) not residing in the unit, who will provide such services on a continual, planned basis. Supportive services which are provided within the unit may include the following types of services: Counseling; social services which promote physical activity, intellectual stimulation and/or social motivation; training or assistance with activities of daily living including house-keeping, dressing, personal hygiene and/or grooming; provision of basic first aid skills in case of emergencies; supervision of self-administration of medications, diet and nutrition; and assurance that occupants obtain incidental medical care, as needed, by facilitating the making of appointments at, and transportation to, medical facilities. Supportive services provided within the unit shall not include the provision of continual nursing, medical or psychiatric care.

(ii) The provision and quality of the planned program of supportive services, including the minimal qualifications, quantity and working hours of the Resident Assistant(s) living in the unit or other person(s) providing continual supportive services, shall be initially determined by the Service Agency in accordance with the standards established by the State. Compliance with these standards by the Service Agency shall be regularly monitored throughout the term of the Contract by the PHA and the State (e.g., Department of Human Resources, Mental

Health, Mental Retardation, Social Services, etc.), or a local authority (other than the Service Agency providing services) designated by the State to establish, maintain and enforce such standards.

(iii) A written Service Agreement, approved by the State and in effect between the Owner and the Service Agency and/or the entities which provide the necessary supportive service, shall be submitted to the PHA with the request for Lease approval. The Lease between the eligible individual and the Owner shall set forth the Owner's obligation for and means of providing these services. If the lessor provides the supportive services, a Service Agreement is not required and the provision of these services shall be incorporated into the Lease and shall be approved by the State. (See § 882.209(j) (2).)

(7) *State approval.* Independent Group Residences shall be licensed, certified or otherwise approved in writing by the State (e.g., Departments of Human Resources, Mental Health, Retardation, Social Services, etc.) prior to the execution of the initial Contract. This approval shall be reexamined periodically based on a schedule established by the State.

To assure that facilities and the supportive services are appropriate to the needs of the occupants, the State shall also approve the written Service Agreement (or Leases, if the provider of services is the lessor) for each Independent Group Residence. (See § 882.209(j)(2).)

(o) *Manufactured Home—(1) Performance requirement.* A Manufactured Home unit, whether owner or renter occupied, shall comply with the foregoing standards except for paragraph (m) of this section, Congregate Housing, and paragraph (n) of this section, Independent Group Residences. In addition, a Manufactured Home unit shall:

(a) Meet the definition of a Manufactured Home set forth in § 882.102,

(b) Be equipped with at least one smoke detector in working condition, and

(c) Must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

(2) *Acceptability criteria.* A Manufactured Home must be securely anchored by a tie-down device which distributes

and transforms the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

(p) *Single Room Occupancy (SRO) Unit—Performance requirements.* (1) The foregoing standards shall apply except for paragraphs (a), (b), (c), (m), (n), and (o).

(2) Each SRO unit shall be occupied by no more than one person.

(3) Exterior doors and windows accessible from outside the SRO unit must be able to be locked.

(4) Sanitary facilities, space and security shall meet local code standards for single room occupancy housing. In the absence of applicable local code standards, the requirements for habitable rooms used for living and sleeping purposes contained in the American Public Health Association's Recommended Housing Maintenance and Occupancy Ordinance shall be used.

(q) *Shared Housing—(1) Applicability of housing quality standards to entire unit.* The entire unit must comply with the Performance Requirements and Acceptability Criteria, as provided in paragraphs (a) and (b) of this section and in paragraphs (d) through (l) of this section.

(2) *Facilities available for Family.* The facilities available for the use of each assisted Family in Shared Housing under the Family's Lease must include (whether in the Family's Private Space or in the Common Space) a living room, sanitary facilities in accordance with paragraph (a), and food preparation and refuse disposal facilities in accordance with paragraph (b).

(3) *Space and security—(i) Inapplicability of paragraph (c).* Paragraph (c) of this section does not apply to Shared Housing.

(ii) *Performance requirement.* The entire unit must provide adequate space and security for all its occupants (whether assisted or unassisted). The total number of occupants in the unit may not exceed 12 persons. Each unit must contain Private Space containing at least one bedroom for each assisted Family, plus Common Space for shared use by the occupants of the unit. The Private Space for each assisted Family must contain at least one bedroom for each two persons in the Family. (The two preceding sentences do not apply

to the case of two individuals sharing a one-bedroom unit. However, in that situation, no other persons may occupy the unit.) Common Space must be appropriate for shared use by the occupants. If any members of the Family are physically handicapped (as of the time of lease approval), the unit's Common Space and the Family's Private Space must be accessible and usable by them.

(iii) *Acceptability criteria.* The unit must contain a living room, a kitchen, bathroom(s), and bedroom(s). Persons of opposite sex, other than husband and wife or very young children, may not be required to occupy the same bedroom. Exterior doors and windows accessible from outside the unit must be lockable.

(r) *Smoke detectors—(1) Performance requirement.* After October 30, 1992, each dwelling unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each level of the unit. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, in each bedroom occupied by a hearing-impaired person.

(2) *Acceptability criteria.* The smoke detector must be located, to the extent practicable, in a hallway adjacent to a bedroom, unless the unit is occupied by a hearing-impaired person, in which case each bedroom occupied by a hearing-impaired person must have an alarm system connected to the smoke detector installed in the hallway.

[43 FR 61246, Dec. 29, 1978, as amended at 44 FR 21630, Apr. 11, 1979; 44 FR 65364, Nov. 9, 1979; 49 FR 12237, Mar. 29, 1984; 50 FR 9269, Mar. 7, 1985; 50 FR 38794, Sept. 25, 1985; 51 FR 21309, June 11, 1986; 51 FR 24324, July 3, 1986; 52 FR 1893, Jan. 15, 1987; 52 FR 9828, Mar. 27, 1987; 53 FR 4388, Feb. 16, 1988; 53 FR 7734, Mar. 10, 1988; 53 FR 20801, June 6, 1988; 57 FR 33851, July 30, 1992]

§ 882.110 Types of housing.

(a) Any type of Existing Housing meeting the housing quality standards may be utilized under this part, except nursing homes, units within the grounds of penal, reformatory, medical, mental and similar public or private institutions, and facilities providing continual psychiatric, medical or nursing services. Examples of Existing

Appendix H – Standardized Inspection Form (Walkthrough)



LANDLORD MITIGATION FUND Move-In/Move-Out Inspection Form

Property		Resident	
Apartment No.	Unit Size	Move-In Inspection Date	Move-Out Inspection Date

Item	Condition		Cost to Correct
	Move-In	Move-Out	
ENTRANCE/HALLS			
Steps and landings			
Handrails			
Doors			
Hardware/Locks			
Floors/Coverings			
Walls/Coverings			
Ceilings			
Windows/Coverings			
Lighting ¹			
Electrical Outlets			
Closets ²			
Fire alarms/equipment			
LIVING ROOM			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Lighting ¹			
Electrical outlets			



Item	Condition		Cost to Correct
	Move-In	Move-Out	
DINING ROOM			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting ¹			
Electrical outlets			
KITCHEN			
Range			
Refrigerator			
Sink/Faucets ³			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting ¹			
Electrical outlets			
Cabinets			
Closets/Pantry ²			
Exhaust fan			
Fire alarms/equipment			
BEDROOM(S)			
Doors and locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Closets ²			
Lighting ¹			
Electrical outlets			



Item	Condition		Cost to Correct
	Move-In	Move-Out	
BATHROOM(S)			
Sink/Faucets ³			
Shower/Tub ³			
Curtain rack/Door			
Towel rack			
Toilet			
Doors/Locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Closets ²			
Cabinets			
Exhaust fan			
Lighting ¹			
Electrical outlets			
OTHER EQUIPMENT			
Heating Equipment			
Air-conditioning unit(s)			
Hot-water heater			
Smoke/Fire alarms			
Thermostat			
Door bell			
TOTAL			
1. Fixtures, Bulbs, Switches, and Timers 2. Floor/Walls/Ceiling, Shelves/Rods, Lighting 3. Water pressure and Hot water			

Move-In

This unit **is in decent, safe and sanitary condition. ** Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

Manager's Signature

I have inspected the apartment and found **this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above.** I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

Resident's Signature

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

Move-Out

Manager's Signature

___ Agree with move-out inspection

___ Disagree with move-out inspection

If disagree, list specific items of disagreement.

Resident's Signature

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

Appendix I – Wear and Tear Matrix

Normal vs. Excessive Damage

Normal Wear & Tear: Landlord's Responsibility	Excessive Tenant Damage: Resident's Responsibility
A few small nail holes, chips, smudges, dents, scrapes, or cracks in the walls	Gaping holes in walls from abuse, accidents, or neglect. Unapproved paint colors or unprofessional paint jobs. Dozens of nail holes which need patching and repainting.
Faded paint	Unauthorized paint colors, water damage caused by hanging plants, furniture scrapes, crayon marks
Slightly torn or faded wallpaper	Unapproved wall paper, drawings, or crayon markings on walls
Carpet faded or worn thin from walking	Holes, stains, or burns in carpet. Food stains, urine stains, and leaky fish tanks are never "normal".
Dirty or faded lamp or window shades	Torn, stained, or missing lamp and window shades
Scuffed varnish on wood floors from regular use	Chipped or gouged wood floors, or excessive scraps from pet nails
Dark patches on hardwood floors that have lost their finish over many years	Water stains on wood floors and windowsills caused by windows being left open during rainstorms
Stuck door or window	Doors broken, or ripped off hinges. Broken window.
Warped cabinet doors that won't close	Sticky cabinets and interiors
Cracked window pane from faulty foundation or building settling	Broken windows from action of the tenant or guests
Shower mold due to lack of proper ventilation	Shower mold due to lack of regular cleanings
Loose grouting and bathroom tiles	Missing or cracked bathroom tiles
Worn or scratched enamel in old bathtubs, sinks, or toilets	Chipped and broken enamel in bathtubs and sinks
Rusty shower rod or worn varnish on plumbing fixtures	Missing or bent shower rod or plumbing fixtures

**Normal Wear & Tear:
Landlord's Responsibility**

**Excessive Tenant Damage:
Resident's Responsibility**

Partially clogged sinks or drains caused by aging pipes	Clogged sinks or drains due to any stoppage (hair, diapers, food, etc.), or improper use
Moderately dirty mini-blinds or curtains	Missing or broken mini-blinds or curtain
Bathroom mirror beginning to "de-silver" (black spots)	Mirrors caked with lipstick and makeup
Broken clothes dryer because the thermostat has given out	Dryer that won't turn at all because it's been overloaded, or the lint trap was never cleaned out.
Worn gaskets on refrigerator doors	Broken refrigerator shelf or dented front panels
Smelly garbage disposal	Damaged disposal due to metal, glass, or stones being placed inside
Replacement of fluorescent lamps - or any light bulb designed to last for years of continuous use	Replacement of most common light bulbs
Scratched or worn enamel on bathtubs or sinks	Chipped or broken enamel
Garbage disposal motor dead	Broken garbage disposal due to avocado pits placed down the drain
Loose door handles or cabinet pulls	Missing door handles or cabinet pulls
Worn countertops	Cuts in or burns on countertops
Running toilet	Broken toilet tank
Leaky faucet	Structural damage due to unreported water leak

Appendix J – Participating Program Overview



LANDLORD MITIGATION FUND PARTICIPATING PROGRAMS

Bringing Families Home

The Bringing Families Home (BFH) Program was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) to reduce the number of families in the child welfare system experiencing or at risk of homelessness, to increase family reunification, and to prevent foster care placement.

Locally, Kings County Human Services Agency is administering BFH. The program utilizes evidence-based housing models and practices such as rapid re-housing and supportive housing to support homeless families in the child welfare system.

Emergency Solutions Grant

The Emergency Solutions Grant (ESG) rapid re-housing grant funds may be used to provide short- and/or medium-term rental assistance and accompanying, limited supportive services, as needed, to help an individual or family that is homeless move as quickly as possible into permanent housing and achieve stability in that housing.

In addition to rental assistance, rapid re-housing funds may be used to provide housing relocation and stabilization services (ESG) that address the specific needs of program participants and that are essential for assisting program participants in obtaining and maintaining housing.

Housing and Disability Advocacy Program

The Housing and Disability Advocacy Program (HDAP) was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) to assist disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance. All four components must be offered to recipients.

Locally, Tulare County Health and Human Services Agency is administering HDAP. The program utilizes a Housing First approach, which includes housing individuals without preconditions and helping clients secure permanent housing as soon as possible.

Housing Support Program

The CalWORKs Housing Support Program (HSP) was established by SB 855 (Chapter 29, Statutes of 2014) to assist homeless CalWORKs families in quickly obtaining permanent housing and to provide wrap-around supports to families to foster housing retention.

HSP offers financial assistance and several wrap-around supportive services, including, but not limited to: rental assistance, security deposits, utility payments, moving costs, hotel and motel vouchers, landlord recruitment, case management, housing outreach and placement, legal services, and credit repair.

Mainstream Voucher Program

Housing assistance provided through the HUD's *Section 811 Mainstream Housing Choice Voucher Program* which is administered through Tulare County Housing Authority to assist non-elderly persons with disabilities who are transitioning out of institutional or other separated settings; at serious risk of institutionalization; homeless; or at risk of becoming homeless.

This program helps to further the goals of the Americans with Disabilities Act by helping persons with disabilities live in the most integrated setting. The program also encourages partnerships with health and human service agencies with a demonstrated capacity to coordinate voluntary services and supports to enable individuals to live independently in the community.

Permanent Supportive Housing

Permanent Supportive Housing (PSH) is a nationally recognized, proven and cost-effective solution to the needs of vulnerable people with disabilities who are homeless, institutionalized, or at greatest risk of these conditions. The PSH approach integrates permanent, affordable rental housing with the best practice community-based supportive services needed to help people who are homeless and/or have serious and long-term disabilities - such as mental illnesses, developmental disabilities, physical disabilities, substance use disorders, and chronic health conditions - access and maintain stable housing in the community.

Key components of PSH that facilitate successful housing tenure include:

- Individually tailored and flexible supportive services that are voluntary, can be accessed 24 hours a day/7 days a week, and are not a condition of ongoing tenancy
- Leases that are held by the tenants without limits on length of stay
- Ongoing collaboration between service providers, property managers, and tenants to preserve tenancy and resolve crisis situations that may arise.

Supportive Services For Veterans Families (SSVF)

The primary aim of this program is to help veteran families who are homeless or at-risk of homelessness quickly regain stability and permanent housing after experiencing a housing crisis and/or homelessness. SSVF provides a range of supportive services designed to resolve the immediate crisis and promote housing stability. Intervention is short-term and temporary. Homeless prevention is intended to prevent first time and repeated homelessness or a recurrence of a housing crisis. Rapid Re-Housing is intended to end homelessness, reduce the time spent homeless, increase job and income growth and prevent recurrences of homelessness.

Types of Funding Available:

- Rental Assistance
- Utility – Fee Payment Assistance
- Security Deposits
- Emergency Supplies
- Transportation