

LANDLORD - TENANT AGREEMENT

PERMISSION TO ENTER PREMISES / RENTAL AGREEMENT

- **Landlord, complete** this page and the Landlord Certification on the back. Also, **provide** proof of ownership.
- **Tenant, complete** the Renter Certification on the back.

I, [Print name.] _____, certify that I am the owner/authorized agent, herein referred to as "Owner" for the property located at:

Street Address or Legal Description _____ City _____ State _____

Number of rental dwelling units in this structure: _____ The property presently is rented to the following:

Primary tenant _____ for \$ _____ rent per _____ month _____ year.

Type of rental (circle one): month-to-month lease term rent-to-own / lease-purchase other: _____.

Relationship between homeowner(s) and tenant household if any: _____.

Owner/Agent authorizes _____ (the "Weatherization Provider") as provider of Weatherization services to conduct energy related building inspections and assessments, repairs, and improvements. Any materials installed under this agreement shall remain as part of the premises.

The amount of materials and labor provided by the Weatherization Provider may not exceed \$6,000 per unit for buildings with one or two units (\$4,000 per unit for buildings with three or four units; \$3,000 per unit for buildings with five or more units) unless the Owner is willing to contribute.

Owner may be asked to contribute 50% of the cost of Weatherization services above the not-to-exceed limit. The Weatherization Provider may match dollar-for-dollar an Owner contribution up to an amount estimated by the Weatherization Provider, not to exceed \$2,000 of Weatherization funds per unit for buildings with one or two units (\$4,000 per unit for buildings with three or four units; \$3,000 per unit for buildings with five or more units). The cost of building permits shall be borne by the Weatherization Provider.

An addendum defining the scope of work to be accomplished on this building will be attached to this agreement following the Weatherization assessment.

The Owner may be asked to contribute toward Weatherization improvements. Please indicate the option you think best suits your circumstances. **[Note: Options "c." and "d." are available only to individual landlords (not businesses or consortiums), who own four or fewer rental units either in single or multi-family structures combined.]**

- a. ___ **Cash contribution** toward Weatherization services. (In addition to the limits in "e." below, Weatherization Provider may match Owner contributions dollar-for-dollar, to an amount to be determined by the Weatherization Provider. At the discretion of the Weatherization Provider, this contribution may be paid directly to a contractor or vendor designated by the Weatherization Provider.)
- b. ___ **In-kind contribution** (to be completed prior to Weatherization improvements wherever possible). Legitimate expenses as determined by the Weatherization Provider may qualify for the match defined in "a." above.
- c. ___ **Waiver of Owner contribution based on** verification by the Weatherization Provider that ***the Owner's gross household income does not exceed the Weatherization income guidelines for landlords*** (i.e., the actual homeowner(s) household's income, not that of a property manager or authorized representative).
- d. ___ **Waiver of Owner contribution based** verification by the Weatherization Provider that ***the Owner is related to a member of the tenant household and charges \$0 per month or significantly below market value.***
- e. ___ **No Owner contribution** toward Weatherization improvements. Weatherization Provider will provide up to \$6,000 per unit for buildings with one or two units (\$4,000 per unit for buildings with three or four units; \$3,000 per unit for buildings with five or more units).

Only eligible Weatherization measures as defined by the Alaska Weatherization Assistance Program shall be applied to any building, if the funds used to perform those measures are funds provided by Alaska Housing Finance Corporation (AHFC), and/or the U.S. Department of Energy (DOE). No undue enhancement shall occur to the value of the dwelling units as a result of Weatherization work performed. Undue enhancement is defined as any enhancement to a building that increases the value of the property and does not provide energy conservation or health and safety benefits to the tenant.

Commencing on the date the Owner and/or tenant signs that work is complete and continuing for a period of eighteen (18) months, Owner agrees not to increase rents on units weatherized. If a lease in effect expires prior to the end of the eighteen-month period, a new lease may be signed, but rents will remain at the previous level until the expiration of the eighteen-month period, unless demonstrably related to matters other than Weatherization work. (10CFR 440.22(b)(3)(ii)) Demonstrably related to matters other than Weatherization work performed is defined as an increase in excess of 25% per year in (1) Fair Market Value of rental units, (2) an increase in property taxes, or (3) an increase in the rate of utilities paid by Owner. Any increases should be split equally between all units in the building.

Owner also agrees not to terminate or evict any covered tenants or any subsequent tenants, commencing on the date the Owner and/or tenant signs that work is complete and continuing for a period of eighteen (18) months. This provision is in effect provided the tenant complies with all obligations owed to the Owner in accordance with any leases or rental agreements between the Owner and tenants.

This agreement applies to present tenants and any subsequent tenants for the eighteen-month period.

If a tenant believes rents have increased contrary to the provisions of this agreement or has received an eviction notice without cause, the tenant may contact Alaska Legal Services.

This agreement shall run with the land and/or weatherized unit in the case of sale or transfer to other Owner(s)/agents. The Owner is responsible to give official notice of this agreement to any subsequent Owner(s).

Either party to this agreement may bring an action for specific performance of its terms. Tenants residing in dwelling units covered by this agreement are intended third-party beneficiaries of any of the provisions of the agreement related to rental increases, evictions, and terminations of tenancies.

TENANT Certification

I, _____, certify that I am currently renting a dwelling unit located at:
Name (Please print.)

Street Address or Legal Description City State

I have read and understand the terms of this agreement.

Signature Date

LANDLORD (Owner or Authorized Agent) Certification

I have read and agree to the terms of this agreement.

Signature of Owner or Authorized Agent * Date

Mailing Address City State Zip

Phone No.: _____ Fax No.: _____ Msg. No: _____

*** AGENT: INCLUDE A COPY OF YOUR AGENT AGREEMENT WITH THE OWNER.**

WEATHERIZATION PROVIDER Certification

I have read and agree to the terms of this agreement.

Signature of Weatherization Provider Authorized Agent Date

[Grantee name]
[Grantee mailing address]
[Grantee phone, fax, email, etc.]