

**SHELTER PLUS CARE
TENANT RESPONSIBILITY AGREEMENT**

TENANT: _____

LAA: _____

1. **Rent Payments:** Rent is due the 1st of each month. The Tenant's rent is paid to landlord. If the Tenant does not pay the rent, the landlord/property manager will have the right to begin eviction by giving the Tenant a 7-Day Notice to Vacate. The SRC Program will not pay the Tenant's portion of the rent.
2. **Disturbing the Peace:** The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet enjoyment of neighbors or other tenants in the building or violates any state law or local ordinance.
3. **Certification:** Tenant will report all current income for every member of the household, provide verification of all income, report the names of all individuals living in the unit, and notify LAA of any changes to household income and/or household composition within 10 business days of such change. Tenant will comply with annual and/or interim re-certification procedures including but not limited to: verification of household composition and income and completing releases of information. Failure to furnish true, accurate, and complete information, now or in the future, will result in one or more of the following: termination from program, eviction, formal investigation, legal action. Intentionally submitting false or incomplete information, including but not limited to submitting false household income and/or composition, is a crime.
4. **Visitor/Household Member:** SRC considers any individual(s) who stays in the unit for fourteen (14) days or more per month to be a member of the household. Any failure to report such individual(s) to LAA may result in legal action, collection activity, and/or immediate termination from the SPC program.
5. **Security Deposits:** SPC may pay the full security deposit on a unit. The Tenant will be responsible to pay for any damages that occur during their tenancy. If the Landlord does not return the Security Deposit paid by SPC after tenant moves out, due to some fault of the Tenant (i.e. damages, unpaid rent), then SPC will not pay another Security Deposit for the Tenant for another apartment unless repayment is made on the initial Security Deposit. Acceptance to another DHHS sponsored housing subsidy source requires repayment of program debt, including but not limited to past due rent and damages.
6. **Unit Concerns:** If there is a problem or concern after the Tenant has moved into the unit, it is the Tenant's responsibility to contact the landlord. If the Tenant is not successful in having the matter resolved to their satisfaction, then the Tenant should contact their LAA Representative for assistance.
7. **Moving:** In accordance with the Lease or Rental Agreement, a tenant may move from the current unit to another unit only if a thirty-day (30 day) written notice has been submitted by the first day of the month previous to the move, to both the landlord and LAA.
8. **Continuing Assistance:** If Tenant leaves an apartment and wants to continue to receive assistance from SPC, the Tenant must keep the LAA Representative informed of such plans. If the Tenant leaves an apartment and does not move into another apartment with SPC assistance within 30 days, and does not maintain contact with their LAA Representative, the tenant will be terminated from the SPC assistance. After that 30-day period, the tenant will need to reapply for SPC assistance, if reinstatement is desired.
9. **Eviction:** If a tenant is evicted from a SPC subsidized unit, the tenant may be terminated from the SPC.
10. **Building Rules:** Tenant agrees to follow the terms and conditions of the Lease or Rental Agreement between the Landlord and Tenant. Tenant also agrees to abide by all building rules and guidelines set by manager/owner of the building.
11. **Debt Repayment:** Tenants who owe any debt (damages or back rent) to a DHHS administered housing subsidy program (Bridging Rental Assistance Program and/or Shelter Plus Care), may be considered for admission to any

DHHS administered housing subsidy program or transfer to another apartment within the program providing that one of the following minimum criterion has been met:

- 100% of account balance must be paid before move in and/or unit transfer; or
- Establishment of a legally assigned Representative Payee and a documented payment plan not to exceed 12 months; or
- Charges have been adjudicated through the SPC Appeals or DHHS Grievance Process.

Failure to meet at least one of the above criteria will result in program in-eligibility and termination of rental assistance.

12. Problem Solving Options: If a problem related to your Shelter Plus Care Program subsidy exists you can seek to solve it in several different ways. You have the right to use the formal DHHS Appeals or DHHS Grievance process if you are dissatisfied. Typically, dispute resolution processes include Informal Agency Processes, Mediation Services, DHHS Housing Subsidy Appeals Procedure or DHHS' formal grievance process.

I acknowledge receipt of:

- Protect Your Family from Lead In Your Home Brochure*
- DHHS Housing Subsidy Appeals Procedure*
- DHHS Rights of Recipients of Mental Health Services Manual*

I read or have had the above information read to me and understand this Agreement. I understand that any violation of this Agreement may be cause for legal action, collection activity, and/or immediate termination from the S+C program.

Tenant

LAA Representative

Date

Date

Revised 04/2008, 11/01/2009, 05/01/2010. 10/1/2010