

**BRAP**  
**TENANT RESPONSIBILITY AGREEMENT**

TENANT: \_\_\_\_\_

LAA: \_\_\_\_\_

1. **Maintain Section 8 Waiting List Status:** As a participant in the Bridging Rental Assistance Program (BRAP), all recipients must apply for and maintain their status on the waiting list for Section 8 and/or public housing. It is the responsibility of the applicant to maintain waiting list status and accept Section 8 and/or public housing assistance. Failure to comply with Section 8 and/or public housing notices, reminders, or other notifications regarding status may result in the termination of BRAP assistance. If the applicant is notified that he/she is ineligible to remain on the waiting list and/or ineligible to receive Section 8, this must be reported immediately to the LAA.
2. **Rent Payments:** Rent is due the 1st of each month. The Tenant's rent is paid to \_\_\_\_\_. If the Tenant does not pay the rent to \_\_\_\_\_, the landlord/property manager will have the right to begin eviction by giving the Tenant a 7-Day Notice to Vacate. The BRAP Program will not pay the Tenant's portion of the rent.
3. A BRAP voucher holder and/or a BRAP member of a household cannot be a party to both ends of a lease.
4. **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.
5. **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 during tenancy. 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. If the tenant submits false information on any application, certification or re-certification and/or does not report changes in household income or size, the tenant may be subject to legal action, collection activity, and/or immediate termination from the BRAP program. Intentionally submitting false or incomplete information may be punishable by up to 10 years imprisonment.
6. **Visitor/Household Member:** BRAP 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 BRAP program.
7. **Security Deposits:** BRAP 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 BRAP after tenant moves out, due to some fault of the Tenant (i.e. damages, breaking the lease, unpaid rent), then BRAP will not pay another Security Deposit for the Tenant for another apartment unless repayment is made on the initial Security Deposit. Transfers to another DHHS sponsored subsidy source and/or Section 8 requires repayment of Security Deposit and/or other charges, including but not limited to past due rent and damages.
8. **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.

TENANT RESPONSIBILITY AGREEMENT(cont.)

9. 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. The tenant must notify the Section 8 agency and/or public housing authority of new address and contact information in order to remain on the wait list.
10. Continuing Assistance: If Tenant leaves an apartment and wants to continue to receive assistance from BRAP, 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 BRAP assistance within 30 days, and does not maintain contact with their LAA Representative, the tenant will be terminated from the BRAP assistance. After that 30-day period, the tenant will need to reapply for BRAP assistance, if reinstatement is desired.
11. Eviction: If a tenant is evicted from a BRAP subsidized unit, the tenant may be terminated from the BRAP.
12. 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.
13. Debt Repayment: Tenants who owe any DHHS administered housing subsidy program (Bridging Rental Assistance Program & Shelter Plus Care) for back rent, damages, security, etc., may be considered for admission to any DHHS administered housing subsidy program providing that one of the following minimum criterion has been met:
  - 50% of account balance must be paid before move in and/or unit transfer. The remaining balance must be paid over a term not to exceed 12 months with a documented payment plan; or
  - Establishment of a Representative Payee and a documented payment plan not to exceed 12 months; or
  - Charges have been adjudicated through the DHHS Grievance Process.
  - Failure to meet at least one of the above criterion will result in program in-eligibility and termination of rental assistance.
14. Problem Solving Options: If a problem related to your Bridging Rental Assistance Program subsidy exists you can seek to solve it in several different ways. You have the right to use the formal grievance process if you are dissatisfied. Typically dispute resolution processes include: Informal Agency Processes, Mediation Services, DHHS's 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/WE, \_\_\_\_\_ have 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 eviction, and/or immediate termination from the BRAP program.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
LAA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date