

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 \_\_\_\_\_. 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 S+C 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 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. 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 S+C program. Intentionally submitting false or incomplete information may be punishable by up to 10 years imprisonment.
4. Visitor/Household Member: S+C 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 S+C program.
5. Security Deposits: S+C 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 S+C after tenant moves out, due to some fault of the Tenant (i.e. damages, breaking the lease, unpaid rent), then S+C 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.
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 S+C, 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 S+C assistance within 30 days, and does not maintain contact with their LAA Representative, the tenant will be terminated from the S+C assistance. After that 30-day period, the tenant will need to reapply for S+C assistance, if reinstatement is desired.
9. Eviction: If a tenant is evicted from a S+C subsidized unit, the tenant may be terminated from the S+C.
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 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 S+C 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, BRAP Appeals process or 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 S+C program.

\_\_\_\_\_  
Tenant

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date