

**Lease Review Checklist for ESG RR-HP Program Participant:**

Date: \_\_\_\_\_

**The lease must be between the landlord and the participant and include all of the following:**

- |   |  |
|---|--|
| <input type="checkbox"/> Property/Landlord Name | <input type="checkbox"/> Pro-rated rent amount for partial month (if applicable) |
| <input type="checkbox"/> Tenant Name(s)         | <input type="checkbox"/> Rent Amount   |
| <input type="checkbox"/> Unit Address           | <input type="checkbox"/> Deposit Amount  |
| <input type="checkbox"/> Start Date             | <input type="checkbox"/> Property/Landlord Signature & Date                      |
| <input type="checkbox"/> End Date               | <input type="checkbox"/> Tenant Signature & Date                                 |

**The Lease CANNOT include any of the following terms:**

- |  |   |
|--|---|
| <input type="checkbox"/> Admitting guilt                               | Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease.  |
| <input type="checkbox"/> Unlimited payment of attorney fees            | Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent.   |
| <input type="checkbox"/> Seizure of personal property, liens           | Agreement by the tenant that the owner may take, hold or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out). |
| <input type="checkbox"/> Not holding the property/landlord responsible | Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.  |
| <input type="checkbox"/> Lawsuit without notice                        | Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.  |
| <input type="checkbox"/> Non-court eviction                            | Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner.                                |
| <input type="checkbox"/> Waive jury trial                              | Agreement by the tenant to waive a trial by jury.   |
| <input type="checkbox"/> Waive right to appeal                         | Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision.  |

**I hereby certify that the lease for the participant meets all of the above requirements according to the ESG Regulations (24 CFR 576.106) for the Rental Assistance Program.**

\_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Date

## Other Information

- There must be a lease for the rental unit unless the assistance is solely for rental arrears.
- The lease must be between the landlord and the program participant.
- For participants living in housing with project based rental assistance, the lease must have an initial term of 1 year. If the housing is not assisted under another “covered housing program” s defined in 24 CFR 5.2003, the lease provision or lease addendum may be written to expire at the end of the rental assistance period

## Rental Assistance Agreements

A Rental Assistance Agreement is a separate document from the lease and must be in place between the Property/Landlord and program participant. The agreement must set forth the terms as follows:

- All terms in which the assistance will be provided:
  - ✓ Amount
  - ✓ Term
  - ✓ Specification regarding the amount of rent to be paid by the service provider and amount to be paid by the program participant
  - ✓ Termination of agreement if participant moves out of the housing unit, lease terminates and is not renewed or the program participant becomes ineligible to receive ESG rental assistance
- Same payment date, grace period and late payment penalty requirements as the program participant’s lease. ESG funds may not be used to pay any late fees incurred by program participant or agency
- Owner/Landlord must provide the service provider with any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant provider
- Agreement must be in place even if the assistance is solely for rental arrears