

Contract Number _____

**HOUSING ASSISTANCE PAYMENTS CONTRACT
For CONTINUUM OF CARE RENTAL ASSISTANCE (TRA)**

This Housing Assistance Payments Contract (Contract) is made and entered into by and between the State of Connecticut (hereinafter the "STATE") acting by its Commissioner of Mental Health and Addiction Services (hereinafter the "Commissioner") as authorized by sections 4-8, 17a-451 and 17a-450(c)(1) of The General Statutes of Connecticut, and _____(hereinafter the "Owner").

The purpose of this Contract is to assist the Family identified in section 1 (A) to lease a decent, safe, and sanitary dwelling unit from the Owner. The STATE shall make housing assistance payments to the Owner in behalf of the Family in accordance with this Contract.

1. CONTRACT UNIT, FAMILY, AND LEASE

(A) This Contract applies only to the Family and the dwelling unit (Contract unit) designated in this section.

**Contract unit: STREET
CITY, STATE**

Family: TENANT

(B) The Owner shall lease the Contract unit to the Family. The Lease to be executed by the Family and the

Owner for the Contract unit has been approved by the Connecticut Department of Mental and Addiction Services, (DMHAS), and shall be executed in the approved form. The Lease shall contain all provisions required by the U.S. Department of Housing and Urban Development (HUD), and shall not contain any provisions prohibited by HUD.

2. TERM OF CONTRACT

The term of this Contract shall begin on _____. The term of this Contract shall end on _____. The contract shall end in any event upon termination of the CONTINUUM OF CARE RENTAL ASSISTANCE funds.

3. HOUSING ASSISTANCE PAYMENTS

(A) The total monthly rent payable to the Owner during the term of this Contract is called the "Contract rent." Initially, and until adjustment of the Contract rent in accordance with section 7 of this Contract, the Contract rent shall be \$_____.

(B) The portion of the Contract rent payable by the Family ("Tenant rent") will be an amount determined by the Department of Mental Health and Addiction Services, in accordance with HUD regulations and requirements. This amount is the maximum amount the Owner can require the Family to pay for rent of the contract rent, including all services, maintenance and utilities to be provided by the Owner in accordance with the Lease. The amount of the Tenant rent is subject to change during the term of the Contract. Any changes in the amount of the tenant rent will be effective on the date stated in

a notification by DMHAS to the Family and the Owner. Initially, and until such change, the Family shall pay **\$.00** to the Owner as the Tenant rent.

(C) Each month DMHAS shall make a housing assistance payment to the Owner in behalf of the Family in accordance with this Contract. The monthly housing assistance payment is equal to the difference between the Contract rent and the Tenant rent. The amount of the housing assistance shall be determined by DMHAS. Any change in the amount of the housing assistance payment shall be effective as of the date stated in a notification by DMHAS to the Family and the Owner. Initially and until such change the amount of the housing assistance payment shall be **\$.00 per month**. DMHAS does not assume any obligation for the Tenant rent, or for payment of any claim by the Owner against the Family, except in accordance with section 5. The obligation of DMHAS is limited to making housing assistance payments in behalf of the Family in accordance with this Contract.

(D) DMHAS may terminate housing assistance payments under this Contract, because of action or inaction by the Family, in the following cases: (1) if the Family has committed any fraud in connection with any federal housing assistance program, (2) if the Family has violated any of the Family's obligations under the CONTINUUM OF CARE RENTAL ASSISTANCE Rental Assistance Program, or (3) if the Family has breached an agreement with DMHAS. DMHAS shall notify the Owner in writing of its decision to terminate housing assistance payments in such case, and that housing assistance payments pursuant to the Contract shall terminate at the end of the calendar month which follows the calendar month in which DMHAS gives such notice to the Owner. (For provisions on termination of housing assistance payments, and other remedies, because of Owner's breach of the Contract, see section 12).

4. MAINTENANCE, OPERATION AND INSPECTION

(A) The Owner agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including the provision of all the services maintenance and utilities as agreed to in the Lease. If DMHAS determines that the Owner is not meeting this obligation, DMHAS shall have the right, even if the Family continues in occupancy, to terminate or reduce housing assistance payments to the Owner, and to terminate the Contract.

(B) DMHAS shall have the right to inspect the Contract unit and related facilities at least annually and at such other times as may be necessary, in the determination of DMHAS, to ensure that the unit is in decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the Lease.

(C) If DMHAS determines that the Contract unit is not in decent, safe and sanitary condition because of an increase in Family size, or a change in Family composition, or that the Family is residing in a unit larger than appropriate because of a reduction in Family size or change in Family composition, DMHAS may terminate the Contract upon notice by DMHAS to the Owner.

(D) Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Owner.

5. MONTHLY PAYMENT TO THE OWNER

(A) The Owner shall be paid under this Contract on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:

- (1) shall be conclusive evidence that the Owner has received the full amount of the housing assistance payment for the month, and

- (2) shall be a certification by the Owner that:
- (a) the Contract unit is in decent, safe, and sanitary condition and the Owner is providing all the services, maintenance and utilities as agreed to in the Lease,
 - (b) the Contract unit is leased to the Family named in section 1(A), and the Lease is in accordance with section 1(B),
 - (c) the Contract rent does not materially exceed rents charged by the Owner for other comparable unassisted units,
 - (d) except for the housing assistance payment and the Tenant rent as provided under this Contract, the Owner has not received and will not receive any payments or other consideration (from the Family, DMHAS, or any other public or private source) as the rent for the Contract unit,
 - (e) the Family and/or DMHAS do not own, or have any interest in the Contract unit. If the Owner is a cooperative, the Family may be a member of the cooperative, and
 - (f) to the best of the Owner's knowledge, the members of the Family occupy the Contract unit, and the unit is used solely for residence by the Family, and as the Family's principal place of residence.
 - (g) if the Family vacates the unit before the expiration of the occupancy agreement, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by an eligible person. No additional assistance will be paid until the unit is occupied by another eligible person.

6. SECURITY DEPOSIT

(A) The amount of the security deposit NA paid by NA.

(B) After the Family moves from the Contract unit, the Owner may (subject to State and local law) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid Tenant rent or other amounts which the Family owes under the Lease. The Owner will give the Family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to the Family.

(C) If the security deposit was paid by DMHAS, after the Family moves from the Contract unit, the Owner may use the deposit (subject to State and Local Law), including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Family owes under the Lease. The Owner will give the Family and the DMHAS a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to: **Department of Mental Health and Addiction Services, 410 Capitol Avenue, Hartford, Connecticut 06106.**

7. RENT ADJUSTMENTS

(A) If the Contract rent is in decent, safe and sanitary condition and the Owner is otherwise in compliance with the terms of the Lease and this Contract, the Contract rent shall be adjusted as follows:

- (1) The Contract rent shall be adjusted as of any annual anniversary date of the Contract using the applicable Section 8 Annual Adjustment Factor most recently published by HUD in the Federal Register. The contract rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the Contract rent on the original effective date of this Contract.

(B) Adjustments as provided in paragraph (A) of this section shall not result in material difference between the rents charged for assisted and comparable unassisted units as determined by DMHAS in accordance with HUD requirements.

8. TERMINATION OF TENANCY

(A) The Owner shall not terminate the tenancy of the Family except for:

- (1) Serious or repeated violation of the terms and conditions of the Lease;
- (2) Violation of Federal, State or local law which imposes obligations on the Family in connection with the occupancy and the use of the dwelling unit and surrounding premises; or
- (3) Other good cause. The following are some example of “other good cause”: nonpayment of rent, refusal to agree to a fair and equitable rent increase, material noncompliance with State and local health and safety codes, or bona fide intention by the Landlord to use such dwelling unit as his principal residence.

(B) The Owner may evict the Family from the Contract unit only by instituting a court action. The Owner must notify DMHAS in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State or local law. The notice to DMHAS may be given by furnishing to DMHAS a copy of the notice to the Family.

9. NONDISCRIMINATION IN HOUSING

(A) The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, familial status, handicap or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in, or be denied the benefits of, the CONTINUUM OF CARE RENTAL ASSISTANCE Rental Assistance Program because of such status.

(B) The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.

10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS

The Owner shall cooperate with DMHAS in conducting compliance reviews and complaint investigations pursuant to all applicable Federal and State civil rights statutes, Executive Orders, and all related Federal and State laws, rules and regulations.

11. DMHAS ACCESS TO PREMISES AND OWNER’S RECORDS

(A) The Owner shall provide any information pertinent to this Contract which DMHAS may reasonably require.

(B) The Owner shall permit DMHAS or any of its authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers

and records of the Owner to the extent necessary to determine compliance with this Contract only, including the verification of information pertinent to the housing assistance payments.

12. RIGHTS OF DMHAS IF OWNER BREACHES THE CONTRACT

(A) Any of the following shall constitute a breach of the Contract:

- (1) If the Owner has violated any obligation under this Contract; or
- (2) If the Owner has demonstrated any intention to violate any obligation under this Contract;
- (3) If the Owner has committed any fraud or made any false statement to DMHAS in connection with the Contract.

(B) If DMHAS determines that a breach has occurred, DMHAS may exercise any of its rights or remedies under the Contract. DMHAS shall notify the Owner in writing of such determination, including a brief statement of the reasons for determination. The notice by DMHAS to the Owner may require the Owner to take corrective action (as verified by DMHAS) by a time prescribed in the notice. DMHAS' rights and remedies under the Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the Contract.

(C) Any termination or reduction of housing assistance payments, or termination of the Contract, shall be effective as provided in a written notice by DMHAS to the Owner.

(D) DMHAS' exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. AGENT RELATION TO THIRD PARTIES

(A) DMHAS does not assume any responsibility for, or liability to, any person injured as a result of the Owner's action or failure to assist in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.

(B) The Owner is not the agent of DMHAS, and this CONTRACT does not create or affect any relationship between DMHAS and any lender to the Owner or any supplier, employees, contractors, or subcontractors used by the Owner in connection with implementation of this Contract.

(C) Nothing in this Contract shall be construed as creating any right of the Family or other third party (other than DMHAS) to enforce any provision of this Contract, or to assert any claim against DMHAS, or the Owner under this Contract.

14. CONFLICT OF INTEREST PROVISIONS

No employee of DMHAS who formulates policy or influences decisions with respect to the CONTINUUM OF CARE RENTAL ASSISTANCE RENTAL ASSISTANCE PAYMENTS PROGRAM, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the CONTINUUM OF CARE RENTAL ASSISTANCE RENTAL ASSISTANCE PAYMENTS PROGRAM shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract. This provision may be waived by DMHAS for good cause.

15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

16. TRANSFER OF THE CONTRACT

The Owner has not made and will not make any transfer in any form of this Contract without the prior written consent of DMHAS. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section. DMHAS shall give its consent to a transfer of the Contract if the transferee agrees in writing (in a form acceptable to DMHAS) to comply with all the terms and conditions of this Contract. The transferee shall give DMHAS a copy of the executed agreement.

17. CONDITIONS OF HOUSING ASSISTANCE PAYMENTS The right of the Owner to receive housing payments under this Contract shall be subject to compliance with all the provisions of the Contract.

18. ENTIRE AGREEMENT INTERPRETATION

(A) This contract contains the entire agreement between the Owner and DMHAS. No changes in this Contract shall be made except in writing signed by both the Owner and DMHAS.

(A) The Contract shall be interpreted and implemented in accordance with HUD requirements.

19. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

The Owner warrants (1) that the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and (2) that the Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

Name of Witness

Name of Owner

Signature of Witness

Signature

Date

Date

State of Connecticut
Department of Mental Health and Addiction Services

Name of Witness

BY: _____
Commissioner/Deputy Commissioner

Signature of Witness

Date: _____