



**OFFICE OF HOUSING
DEVELOP LOUISVILLE**

LANDLORD TENANT RENTAL ASSISTANCE PROGRAM

LANDLORD CERTIFICATION

I, _____ (Property Owner) owner of the real property and improvements located at _____ understand that by submitting this application to the Louisville-Jefferson County Metro Government, Develop Louisville, Office of Housing (LMG) for the Landlord Tenant Rental Assistance (LTRA) Program, I am certifying that:

- a. A current lease (written or oral), signed by both Landlord and Tenant, exists for the premises or the tenant is occupying the premises with a valid month-to-month lease.
- b. As of the date of this Agreement, there is no other material violation of the Lease by Tenant.
- c. As of the date of this Agreement, settlement and compromise having been made, Landlord has no remaining factual or legal basis to pursue an action for possession nor eviction as of the date of this Agreement.
- d. Landlord shall not file nor cause to be filed a complaint for possession nor eviction based upon unpaid rent nor late fees accruing as of the date of this Agreement for any rent covered in this agreement. Landlord, on its own behalf and on behalf of all successors in interest, forever waives, releases and discharges any claim for any rent-arrearage or late-fees provided payment is made to Landlord through this program.

In the event of partial payment is being made to Landlord, such partial payment paid to Landlord shall be fully credited against Tenant's rent arrearage.

- e. Landlord will credit the Future Rent Amount, toward Tenant's rent due for the current and future month(s), as applicable.
- f. Landlord agrees to not initiate any action relating to the rent arrearage that would affect the credit report of Tenant, nor to pursue collection against Tenant for the period covered by this Agreement.
- g. Landlord will not issue any Notice to Vacate to any tenant for whom they seek rental assistance under this program while the application is being reviewed and before payment is made.
- h. Landlord agrees to not pursue eviction of Tenant for any rent due prior to April 1, 2020.
- i. Landlord will allow Tenant 45 days from last day of the final month for which LTRAP Future Benefits are paid before submitting a late payment/eviction notice to tenant for nonpayment of rent or non-renewal of the lease,
- j. After waiting for the period outlined in Item "i" above, Landlord will provide Tenant 30 days' notice of eviction for nonpayment of rent or non-renewal of the lease before instituting any action in court.
- k. Should the Tenant vacate Premises before the last month for which future rent has been paid by LTRAP, Landlord shall refund the remaining balance to the Tenant for Tenant's use toward

housing stability. Landlord may not use any of these ARP funds to cover any tenant damages or customary move out charges (i.e., cleaning)

- l. Should Landlord violate any provision of this certification, Landlord shall be required to return the total amount of funds paid by LMG under this LTRA Program to Louisville-Jefferson County Metro Government, Attention: Office of Housing 444, S. 5th Street, Suite 500, Louisville, KY 40202.
- m. In the event Landlord is required to return funds to the LMG program, all other provisions of this Agreement shall remain in effect.
- n. Within 15 days of receipt of LTRAP funds, landlord agrees to submit an updated ledger to the Office of Housing and the Tenant showing the application of the LTRAP funds to the Tenant's balance and the removal of all fees, fines, penalties, attorney and court costs from the ledger for the period for which benefits are paid to Evictiondiversion@louisvilleky.gov and provide a copy to the tenant as a 'cc' on the submission email or mail them a copy and provide LMG proof thereof.

I certify that the information contained in this application is true and correct to the best of my knowledge.

I understand the Penalty for false or fraudulent statements. 18 U.S.C. Sec. 1001, provides that whoever, in any matter within the jurisdiction of the executive, legislative or judicial branch of the United States Government knowingly and willfully falsifies a material fact or makes any materially false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry, shall be fined or imprisoned, or both. In addition, LMG reserves the right to review submission material, and if based on that review, make a determination that documents do not meet the standard required to remain in compliance with the requirements of the U.S Department of Treasury and deny the application in part or in whole. Any funds paid as a part of this program based on fraudulent or erroneous information, will be paid back to the LMG.

Property Owner

Date

TO BE COMPLETED BY A NOTARY:

Sworn to and subscribed before me this _____ day of _____ in the year _____

by _____ (individual referenced above).

Notary _____ Expiration Date: _____

