







A Program of the Bloomington Housing Authority



# PROGRAM HANDBOOK

# **Program Handbook**

# **Landlord Risk Mitigation Fund—Table of Contents**

SECTION 1:	PROGRAM O	VERVIEW	1
	Section 1.1	Program Objectives	1
	Section 1.2	Program Description	1
	Section 1.3	Program Limits	2
SECTION 2:	PROGRAM E	LIGIBILITY	3
	Section 2.1	Eligible Client Types & Ineligible Residents	3
	Section 2.2	HCV/Section 8 Participants	3
	Section 2.3	Monroe County/City Residents (non-HCV/non-Section	8)3
	Section 2.3	Landlord Partner Eligibility & Enrollment	4
SECTION 3:	PROGRAM E	NROLLMENT	5
	Section 3.1	Enrollment Overview	5
	Section 3.2	Referrals for Enrollment	5
	Section 3.3	Application Process (Registration)	5
	Section 3.4	Mandated Tenant Education Seminar	6
	Section 3.5	Qualified Renter Status	6
	Section 3.6	Deposit Assistance	7
	Section 3.7	Lease-Up Process (Official Enrollment)	7
SECTION 4:	TERMS OF PE	ROGRAM PARTICIPATION	9
	Section 4.1	Program Expectations Overview	9
	Section 4.2	BHA Facilitated Client Check-Ins	9
	Section 4.3	BHA Tenancy Liaison	10
	Section 4.4	LRMF Tenant Rights & Responsibilities	10
	Section 4.5	LRMF Landlord Rights & Responsibilities	11
SECTION 5:		CESS	
	Section 5.1	When can I file a claim with the LRMF?	
	Section 5.2	What does the LRMF cover?	
	Section 5.3	What Does the LRMF not cover?	
	Section 5.4	What is considered "normal wear and tear"?	
	Section 5.5	Submitting a claim	
	Section 5.6	Appeal Process	1

#### **SECTION 1: PROGRAM OVERVIEW**

## **Section 1.1: Program Objectives**

The Landlord Risk Mitigation Fund (LRMF) is a special program of the Bloomington Housing Authority (BHA) established to encourage: (a) increased local landlord participation in our Section 8 tenant-based Housing Choice Voucher (HCV) assistance program; and (b) expanded housing opportunities for residents with housing barriers in the Monroe County area. This program is meant for both: BHA's Section 8 clients, as well as income-eligible households in Monroe County meeting program guidelines defined herein.

# **Section 1.2: Program Description**

The substance of this program is the establishment of a "mitigation fund," as a form of financial protection, or insurance, offered to landlords in exchange for their agreement to rent their property to BHA Section 8 clientele and/or program-eligible households enrolled in the program. Landlords enrolled in the program will have access to the LRMF via a claims process that offers reimbursement for qualified damages incurred [e.g., unpaid rent, physical damage beyond the cost of initial deposit, etc.] following from the lived duration of client tenancy.

This program seeks to ease landlord apprehension to lease to renters with Section 8 vouchers as well as income-eligible renters with barriers that may otherwise result in denial of a housing opportunity on the private market due to screening criteria, such as: poor tenancy history or recent eviction, poor credit, and prior criminal background dispositions.

## This is program is NOT:

- A cosigner
- A rental assistance program
- An emergency assistance program
- A direct financial benefit to the tenant
- Guaranteed money for the property owner or property manager
- Meant to upgrade property

Eligible LRMF participants complete a required tenant on-boarding program curriculum coupled with on-going accountability milestones over the duration of their tenancy. Landlords are likewise provided with on-going support through intentional, landlord-tenant communicative checkpoints facilitated by BHA staff. Additionally, designated BHA personnel serves as a committed *tenancy liaison*, offering, to the extent possible, on-demand intervention and engagement in conflict resolution to preserve healthy landlord-tenant relationships.

Program participants are covered on a year-to-year lease basis with a maximum eligibility of up to 2-years' coverage with the same landlord, at the same residence. Participating landlords are able to claim up to \$2000 in reimbursement for eligible expenses for damages incurred beyond the amount of the initial tenant deposit.

# **Section 1.3: Program Limits**

The LRMF program is limited in the amount of clients it can serve (i.e., in terms of committed LRMF-supported lease-ups) at a given time. That limit is relative to respective limits for each client type: (a) HCV/Section 8 participants; (b) non-HCV/non-Section 8, income-eligible City residents; and (c) income eligible Monroe County residents. The program capacity cannot exceed a cumulative total of 158 households at any given time.

Client Types	Household Limits
HCV/Section 8 participants	≥ 50 households minimum
	≤ 100 households maximum
Non-HCV/Section 8, income-eligible clients [Bloomington City-limit lease-ups]	≥ 58 households minimum ≤ 108 households maximum
Monroe County Residents	≤ 158 households maximum

#### **SECTION 2: PROGRAM ELIGIBILITY**

## Section 2.1: Eligible Client Types & Ineligible Residents

The LRMF program is open, broadly to Monroe County Residents. Program eligibility is specific to 2 subsets of client types: (1) BHA Section 8/HCV program participants and (2) City/County residents with income at or below 80 percent of the local Area Median Income (AMI). This section of the handbook specifies eligibility criteria for both types.

The following classification of residents are **NOT eligible** for LRMF program enrollment:

- (1) Households comprised entirely of students enrolled in higher education that are: younger than age 24, not veterans of the U.S. military, not married, not the parent of a dependent child, and not disabled.
- (2) Any application received that does not meet eligibility criteria defined below in Sections 2.2-2.4 will be notified that they are not eligible for program participation.

# Section 2.2: HCV/Section 8 Participants

Given the competitive nature of local housing market conditions, all BHA Section 8/HCV program participants *in good standing* are eligible for LRMF enrollment. Program enrollment for HCV/Section 8 participants occurs on a rolling basis, and is subject to program capacity and limits. The maximum program capacity of enrollment for HCV clientele cannot exceed <u>100 participants</u> at any given time. The program-wide LRMF capacity is 158 (HCV & non-HCV) clients in total.

HCV client enrollment must be considered in coordination with (and successful completion of) the rights and responsibilities of the Section 8 program and all related compliance processes and paperwork required therein (e.g., voucher briefing/issuance, recertification, HAP contract, HQS inspections, etc.). HCV clients actively leased with their voucher are <u>not</u> eligible for program enrollment at their current leased unit/HAP contract. Enrollment for the LRMF program will be marketed & offered to HCV/Section 8 clients at the following points of program contact:

- Voucher Briefings (new clients)
- Certifications to Move (current program participants)
- Housing Search Extension Requests (experiencing difficulty finding housing)

HCV/Section 8 clients interested in participating in the LRMF program must complete the enrollment process (see Section 3, p.7-9) to become an eligible renter endorsed by the LRMF program.

# Section 2.3: Monroe County/City Residents (non-HCV/non-Section 8)

The LRMF program is open to Monroe County residents (non-HCV/non-Section 8 participants) whose gross household income **does not exceed 80% of the local AMI**. Income limit determination is based on household income relative to household size according to the following chart:

# **FY 2022 Income Limits Summary**

FY 2022 Income Limit Area	Median Family Income	Persons in Family							
Bloomington,		1	2	3	4	5	6	7	8
IN HUD Metro FMR Area	\$91,400	\$47,800	\$54,600	\$61,450	\$68,250	\$73,750	\$79,200	\$84,650	\$90,100

Program enrollment for income-eligible residents occurs on a rolling basis, and is subject to program capacity and limits. The maximum program capacity of enrollment for non-HCV/Monroe County Resident clientele cannot exceed <u>108 participants</u> at any given time. Moreover, a minimum of 58 program participants <u>must be City of Bloomington residents leasing up within City limits</u>. The program-wide LRMF capacity is 158 (HCV & non-HCV) clients in total. Residents interested in enrolling in the LRMF program must complete the enrollment process (see Section 3, p.7-9) to become an eligible renter supported by the LRMF program.

## Section 2.4: Landlord Partner Eligibility & Enrollment

As program partners, landlords are able to directly refer prospective tenants (i.e., Monroe County residents) with whom they wish to lease, for LRMF program enrollment. Referrals must be for prospective tenants to whom they otherwise would not rent (i.e., due to housing barriers such as poor credit, prior evictions/ poor housing history, criminal history, non-Section 8 policy, etc.). Any landlord with habitable, qualified rental property is eligible to enroll as a landlord partner in the LRMF program as long as they meet the following criteria:

- (a) The landlord must be in good standing with the BHA (i.e., has not been "blacklisted" for HUD program abuse, physically uninhabitable and/or delinquent properties, poor landlord practices and/or violation of tenant's rights or fair housing law).
- **(b)** Must be registered (and in compliance) with the renter's permit program with The City of Bloomington/HAND Dept. (i.e., for properties within City limits); and
- (c) Rental property can pass a physical inspection meeting HUD's Housing Quality Standards (HQS) (i.e., for properties within Monroe County).

Landlords seeking to enroll as a LRMF program partner can do so by completing and submitting the following forms to the BHA main office or via email to jcraig@blha.net.

- Complete a Landlord Partner Agreement Form (see appendix C)
- Complete a Request for Tenancy Endorsement Form (see appendix D)

#### **SECTION 3: PROGRAM ENROLLMENT**

#### **Section 3.1: Enrollment Overview**

Resident enrollment in the Landlord Risk Mitigation Fund (LRMF) program is granted on a rolling, first-come, first-served, lease-up basis. Official enrollment is achieved when a resident enters into a lease agreement that is endorsed by a formal LRMF financial commitment (i.e., for a viable unit, with a qualified landlord). To be eligible for lease-up support through the LRMF program, residents must first achieve **qualified renter status** by:

- (a) Completing the LRMF Application for Program Enrollment (see appendix A), and
- (b) Attending a the LRMF Mandated Tenant Education Seminar (see section 3.4, p. 6)

#### Section 3.2: Referrals for Enrollment

The resident enrollment process can be initiated along the 3 following referral pathways:

- **Self-Referral:** Applications for enrollment can be picked up from the BHA main office or accessible via the BHA website (<a href="http://bhaindiana.net">http://bhaindiana.net</a>). Applications should be submitted in person at the BHA main office or via email at <a href="mailto:jcraig@blha.net">jcraig@blha.net</a>.
- Community Partner/Coordinated Entry (CE) Referral: Community partner agencies seeking to refer a mutual client should complete agency partner referral form (see appendix B) and submit accompanying client application paperwork (see appendix A) to the BHA main office or via email at <a href="mailto:jcraig@blha.net">jcraig@blha.net</a>.
- **Direct Landlord Referral:** Landlords are encouraged to refer clients to the BHA for enrollment in the LRMF program. Landlords should complete and submit: (a) a Landlord Partner Agreement form (see appendix C), and (b) a Request for Tenancy Endorsement form (see appendix D) on behalf of the potential renter). Forms can be submitted to the BHA main office or via email at <a href="mailto:jcraig@blha.net">jcraig@blha.net</a>.

# **Section 3.3: Application Process (Registration)**

Due to the limited capacity of this program, applications will only be accepted when registration is open. Program registration status can be found on our website at <a href="http://bhaindiana.net">http://bhaindiana.net</a> or via submitting inquiry via email to <a href="mailto:jcraig@blha.net">jcraig@blha.net</a>. Monroe County residents seeking program enrollment must first complete (and sign) the LRMF Application for Program Enrollment (appendix A) and submit all requested/required documentation\* for their household to validate:

 Proof of Monroe County (or City) Residency\*: valid state ID or license with viable residence; computer-generated bill from a FSSA or other government office, utility company; credit card company; doctor/hospital bill, etc.

- **Proof of Household Member Identity\*:** valid state ID or license for all adult household members (18+); social security card for all household members.
- Proof of Income\*: most recent paystubs (last 30 days) for each employed person in household; current award letter for Social Security benefits (SSDI/SSI), proof of other regular household income.

\*Section 8 Clients: HCV/Section 8 participants <u>do not need</u> to submit any of the aforementioned additional documentation (any changes in household composition and/or household income must be reported to assigned BHA HCV case worker).

#### Section 3.4: Mandated Tenant Education Seminar

Once a completed LRMF Application for Program Enrollment (and all accompanying paperwork) has been received by the BHA, a LRMF program representative will contact the resident to schedule their attendance for a required tenant education seminar. Tenant education seminars will held in-person at the BHA main office and will be offered several times on a monthly basis (i.e., in hopes to accommodate diverse resident schedules).

When a resident's schedule or personal circumstances are prohibitive to their ability to attend scheduled seminar times, LRMF program staff will work to accommodate such residents at an alternative time and/or format outside of the scheduled seminar times. Such accommodations will be considered (and negotiated) on a case-by-case basis (and relative to staff availability/capacity to do so).

Upon completion of the tenant education seminar, the resident will receive an official LRMF tenant endorsement/certification of completion (see appendix J), thereby becoming fully eligible as a **qualified renter** under the LRMF program, and eligible for LRMF program support. The client will also receive their official LRMF enrollment packet containing all necessary paperwork to pursue a program endorsed rental/lease-up. :

- Landlord Request for Tenancy Approval (appendix D)
- Advocacy Letter (appendix I)
- Landlord Partner Agreement Form (appendix C)

#### Section 3.5: Qualified Renter Status (LRMF Tenant Endorsement)

Qualified renter status allows residents to be fully eligible to be supported by the LRMF program. Achieving qualified renter status, however, is **NOT** a guarantee that a client will be supported/enrolled (or financially endorsed) by the LRMF program:

- Need Based: Qualified renter status allows residents to be fully eligible to be supported by LRMF program; that is, should they *need* the LRMF financial endorsement to secure a viable rental unit for lease (i.e., with an agreeable, qualified landlord).
- **First-Come, First-Served:** Given the first-come, first-served, lease-up & enrollment process, client support/financial endorsement (i.e., under the LRMF program) is relative to the rolling availability of program funding & resources.

- Program Limits/Waitlist: If the program has reached a capacity such that there are no resources available to support new enrollments, qualified renters will be placed on a waitlist prioritized by:

   (i) date of application/on-boarding completion, and (ii) presence of viable rental with qualified landlord.
- Expiration of Qualified Status: Following from the completion of the tenant education seminar, residents will maintain qualified renter status for a period of 1 year. Thereafter, their qualified renter status will expire, unless an extension is requested and approved (see next section). Once qualified renter status has expired, residents must reapply for program enrollment.
- Extension Policy: Extensions can be granted on a case-by-case basis per LRMF administrative discretion for just cause (e.g., viable unit pending, demonstrated hardship coupled with active effort made toward housing search). Program participants can request an extension in writing to at the BHA main office or via email to jcraig@blha.net.
- BHA Tenancy Liaison/Lease-Up Support: Program participants should be encouraged to reach
  out to LRMF program staff for support in negotiating with landlords when denied from a
  housing opportunity.

# **Section 3.6: Deposit Assistance:**

Qualified renters who: (a) have identified a viable rental dwelling with a willing landlord participant, and (b) exhibit and/or report a financial need for deposit assistance in order to secure said rental, will also be eligible for deposit assistance on a first-come, first-served basis (until resources are exhausted). Deposit assistance will be offered on a case-by-case basis as a zero-interest, flexible loan. Loan terms will be discussed, negotiated, and signed at a 1-on-1 lease-up meeting with LRMF program staff prior to tenancy start/lease-up. If no deposit assistance is available, and renter is unable to secure rental, no program enrollment will take place. A deposit assistance agreement will be completed and signed (see appendix E). Section 8 Participant's loan debt will be entered into/tracked in HAB. All deposit loans will be entered into the deposit assistance physical file database and tracked monthly for updates. All client payments should be made out to "BHA LRMF Deposit Fund".

## Section 3.7: Lease-Up Process (Official Enrollment)

Qualified renters will be encouraged to pursue their housing search in a manner such that they *preemptively* promote their LRMF program endorsement in the case that they would fall short of a landlord's approval criteria.

In the case that a qualified renter: (a) finds a viable unit for rent, and (b) the landlord's approval of their prospective tenancy is contingent on the condition that LRMF financial endorsement is needed to move forward with securing a successful lease-up, the following formalities must be completed to finalize program enrollment:

- Completed Landlord Partner Agreement Form (see appendix C)
- Completed Landlord Request for Tenancy Endorsement (see appendix D)

- Dwelling Inspection by BHA/LRMF Program Staff (appendix F)
- City Occupancy Permit Submitted (city-limits, independent landlords)
- Signed LRMF Tenant Agreement Contract (see appendix G)
- Signed LRMF Landlord Agreement Contract (see appendix H)
- Receipt of Claims Handbook
- Landlord Submitted Dwelling Lease Copy (non-Section 8)
- Landlord Submitted W-9 (non-Section 8)

Once all paperwork has been completed, inspections passed, and LRMF contract has been signed, all parties will be expected to follow and adhere to their respective program terms & responsibilities for the duration of tenancy/LRMF program contract and dwelling lease.

# SECTION 4: TERMS OF PROGRAM PARTICIPATION (EXPECTATIONS & COMMITMENTS)

# **Section 4.1: Program Expectations Overview**

After full enrollment and/or tenant lease-up, all stakeholders are bound by obligation to uphold their contractual program commitments. Once housed, program participants are further supported by BHA LRMF program staff through facilitated engagement of on-going accountability milestones required over the duration of the tenancy. Landlords are likewise provided with on-going support through intentional, landlord-tenant communicative checkpoints facilitated by BHA staff. Additionally, designated BHA personnel (i.e., Housing Stability Coordinator) serves as a committed *tenancy liaison*, offering to the extent possible, on-demand intervention and engagement in conflict resolution to preserve healthy landlord-tenant relationships.

#### Section 4.2: BHA Facilitated Client Check-Ins

BHA LRMF Program staff will be responsible for facilitating check-ins with each respective LRMF endorsed tenant on a quarterly basis. The goal of these check-ins is to gather a sense of household wellness with respect to: (a) dwelling upkeep (b) addressing tenant/landlord concerns, and (c) supporting financial health/outlook. The intentionality of liaison focus differs each quarter with respect to tenancy progression. The tables below outline the check-in schedule across a full two years of participant eligibility.

	Inspection Schedule—Year 1				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
	(move-in)	(after 90 days)	(after 180 days)	(after 270 days)	
TENANT	Move-In: Lease Signing/LRMF Endorsement	<ul> <li>In-person         evaluation: initial         assessment of         household upkeep         and any reported         issues.</li> </ul>	(conditional based on Q2 assessment) in-person	<ul> <li>Phone (conditional based on Q3) in-person scheduled if needed.         Assess intentions for lease renewal.     </li> <li>Validate Program Status (1<sup>st</sup> year complete)</li> </ul>	
LANDLORD	Move-in: Lease Signing/LRMF Endorsement	Courtesy Phone Call (check-in)		<ul> <li>Courtesy Phone Call (check-in).         Assess intentions for lease renewal.     </li> <li>Validate Program Renewal or Exit.</li> </ul>	

	Inspection Schedule—Year 2				
	Quarter 1	Quarter 2	Quarter 3 (after 180 days)	Quarter 4 (270 days)	
TENANT	Check-in (as needed)		scheduled if needed).	<ul> <li>Phone (conditional based on Q2) otherwise in-person. Assess intentions for lease renewal.</li> <li>Send notice of program exit.</li> </ul>	
LANDLORD			• Courtesy Phone Call (check-in)	<ul> <li>Courtesy Phone Call (check-in).         Assess intentions for lease renewal.     </li> <li>Send notice of program exit.</li> </ul>	

#### Section 4. 3: BHA Tenancy Liaison

In addition to the scheduled check points above, BHA's Housing Stability Coordinator (HSC) will be available to serve in the capacity of *tenancy liaison*. Both tenants and landlords are encouraged to reach out to the HSC when there are concerns that come up on either side. The HSC's objective will be to serve as a neutral third party, on standby to mediate and assist with communication and accountability on both sides. The HSC will be available via email <a href="mailto:jcraig@blha.net">jcraig@blha.net</a> or phone at: 812-545-7056.

## Section 4.4: LRMF Tenants Rights & Responsibilities

• Quarterly Check-Ins: Once fully enrolled in the LRMF program (i.e., financially endorsed at a viable unit for a 12-month lease), tenant participants are required to engage with the LRMF program quarterly check-in accountability structure (see table below).

# **Quarterly Tenant Check-In Schedule**

Voor	90 Days (3 month check-in)	1 <sup>st</sup> check-in, home visit required. Assessment of household upkeep any concerns or issues for tenant and/or landlord to be discussed. Support for known financial resources offered.
Year 1	180 Days	2 <sup>nd</sup> check-in, by phone (home visit based on assessed need from 90-day
1	(6 month check-in)	check-in)
	270 Days	3 <sup>rd</sup> check-in, by phone (home visit if needed). Assess intentions for lease
	(9 month check-in	renewal. Validate lease renewal or send notice of program exit.
	180 Days	4 <sup>th</sup> check-in by phone (home visit if needed). Evaluate eligibility for LRMF
Year	(6 month check-in)	program endorsement for BHA's Section 8 program.
2	270 Days	5 <sup>th</sup> check-in. Assess intentions for lease renewal. Send notice of program
	(9 month check-in)	exit and LRMF program endorsement

- Code of Conduct & Responsibility to Report Damages: LRMF endorsed tenants are required to abide by the terms of their dwelling lease as well as the LRMF tenant agreement (see appendix G). Tenants also have a responsibility to report damages that occur (or become apparent) while living in the rental dwelling, regardless of liability.
- BHA Section 8 Voucher Opportunity: Non-Section 8/HCV LRMF tenants who: (a) comply with (and complete) all program check-in milestones; (b) abide by LRMF participant code of conduct for the entirety of their tenancy; (c) remain enrolled for two consecutive 12-month lease terms at the same dwelling; (d) have no existing debts with the BHA, and (e) meet income eligibility threshold for Section 8/HCV voucher program; will earn a *LRMF program endorsement* & preference point for BHA's Section 8 program and will be eligible to be placed on the BHA Section 8 waitlist (regardless of waitlist open/closed status). Tenant participants meeting these qualifications become eligible in the 18<sup>th</sup> month of their tenancy and will be notified by LRMF program staff at their 4<sup>th</sup> quarterly check-in (i.e., 180 days into 2<sup>nd</sup> consecutive 12-month lease).
- Early Termination/Program Exit: Tenant failure to comply with program expectations can result in a non-renewal of enrollment of LRMF program endorsement and forced program exit if supported by reasonable cause (i.e., willful neglect or damage) and landlord non-renewal (or

justified early termination) of lease. Otherwise, LRMF program financial endorsement will end at the end of maximum eligibility period of a consecutive 24-months at the same rental dwelling.

# Section 4.5: LRMF Landlord Rights & Responsibilities

Per the terms of the LRMF program contract agreement, Landlords agree to abide by (and enforce) the terms of their 12-month lease agreement with tenant, as well as comply with the terms and program guidelines regarding any potential claims made against tenant (i.e., should conditions warrant a claim be made). BHA agrees that it will provide landlord liaison services to the Partnering Landlord but shall not be liable or responsible (beyond the terms of the LRMF contract agreement) if a renter fails to abide by the terms of any lease entered into between the Partnering Landlord and an LRMF endorsed renter.

- **Documentation:** As part of program compliance, landlord partners must provide BHA offices copies of the following within 30 days of tenant lease signing/move-in date: (a) executed dwelling lease for non-Section 8 clients (including any fee schedules); (b) Renters Occupancy Permit (for independent landlords with dwellings within City limits); and (c) a signed W-9 to receive payments from the LRMF program.
- Quarterly Check-Ins: Landlord partners are expected to engage with BHA LRMF program staff at requested check-points below, at minimal. All landlord check-ins will be conducted via phone and initiated by BHA LRMF program staff.

## **Landlord Check-In Schedule**

Year 1	90 Days (3 month check-in)	1 <sup>st</sup> check-in (by phone) BHA staff will be conducting a home visit with tenant, landlord can be present if they choose to. Goal is to discuss any concerns or issues concerning tenancy.
1	270 Days	2 <sup>nd</sup> check-in (by phone). Assess intentions for lease renewal. Validate lease
	(9 month check-in	renewal or send notice of program exit.
Year 2	180 Days (6 month check-in)	3 <sup>rd</sup> check-in (by phone). Discuss any concerns or issues concerning tenancy. If applicable, discuss tenant eligibility for LRMF program endorsement for BHA's Section 8 program.
2	270 Days	4 <sup>th</sup> check-in (by phone). Assess intentions for lease renewal. Send notice of
	(9 month check-in)	program exit.

- Lease Enforcement, Liaison Support, & Pursuit of Claims: Landlords are encouraged to reach
  out to the BHA tenancy liaison as a first resort to help resolve issues that arise during the course
  of tenancy. However, landlords are equally encouraged (and within their rights) to pursue legal
  remedy as necessary to remove uncompliant tenants and pursue any viable claims resulting
  from tenant-caused damages that have occurred during a given LRMF endorsed tenancy.
  Renters must have vacated from the residence following from the endorsed period for the
  landlord to be able to request program assistance.
- Renewal (and limitations) of LRMF Endorsement: Landlords wishing to extend LRMF financial endorsement for an additional 12 months (i.e., following the end of the 1<sup>st</sup> year LRMF lease

agreement) will be required to confirm the renewal of the LRMF program contract agreement in writing prior to the start of the 2<sup>nd</sup> consecutive 12-month lease agreement. This can be done via email with LRMF program staff (Jessica Craig, Housing Stability Coordinator: <a href="mailto:jcraig@blha.net">jcraig@blha.net</a>) or by submitting a LRMF 2<sup>nd</sup> year renewal agreement (see appendix K) to the BHA office. LRMF program endorsement cannot be extended beyond a total of 24 consecutive months.

• **Program Exit/Final Claims:** If a landlord elects to not renew LRMF program endorsement at the end of 1<sup>st</sup> year of participation (or likewise reaches the maximum 24-months of eligibility), they will be issued a program exit letter notifying the end of program participation & eligibility for claim submission. Any and all claims must be submitted within 45 days after the participating tenant has vacated the property and in compliance with the claims policy detailed in section 5 below (see p. 13). Landlords will be provided with an official "Claims Handbook" distributed at lease signing.

#### **SECTION 5: CLAIMS PROCESS**

## Section 5.1: When can I file a claim with the LRMF?

Participating landlords will be eligible to submit a claim request up to 45 days after the participating tenant has vacated the rental property. The fund will NOT cover late rent payments or damages while the tenant is still residing in the unit.

#### Section 5.2: What does the LRMF cover?

Claims may be submitted for any of the following reasons after a tenant has vacated the rental property:

- The participating tenant abandons the rental property and has not made payments towards their rent, resulting in dissolution of the lease.
- Property damage costs exceeding the amount of the original security deposit including (but not limited to) physical damage to a property beyond normal wear and tear.
- Unpaid rent and charges associated with tenancy including late charges, legal expenses and utility charges may be included.

#### Section 5.3: What does the LRMF not cover?

- Repairs needed prior to a tenant moving into the rental to bring the unit up to habitability standards.
- Any repairs noted on the initial walk-through prior to the tenant moving into the rental.
- Damage to the property not caused by the tenant such as storm damage or other unforeseen accidents resulting from forces or persons unaffiliated with the household.
- Move-out fees, administrative fees, lease-break charges, deposit forfeiture or rent responsibility beyond the last day of tenancy.
- Any concern that would be considered normal wear and tear of a rental property.

# Section 5.4: What is considered "Normal Wear and Tear"?

- A few small nail holes, chips, smudges, dents, scrapes, or cracks in the walls
- Faded paint
- Slightly torn or faded wallpaper
- Carpet faded or worn thin from walking
- Dirty or faded lamp or window shades
- Scuffed varnish on wood floors from regular use
- Dark patches on hardwood floors that have lost their finish over many years
- Warped cabinet doors that won't close
- Cracked windowpane from faulty foundation or building settling
- Shower mold due to lack of proper ventilation
- Loose grouting and bathroom tiles

- Worn or scratched enamel in old bathtubs, sinks, or toilets
- Rusty shower rod or worn varnish on plumbing fixtures
- Partially clogged sinks or drains caused by aging pipes
- Moderately dirty mini-blinds or curtains
- Bathroom mirror beginning to "de-silver" (black spots)
- Broken, worn or malfunctioning mechanical elements of appliances (e.g., broken thermostat in dryer, water pump in a washer)
- Worn gaskets on refrigerator doors
- Smelly garbage disposal
- Replacement of fluorescent lamps or any light bulb designed to last for years of continuous use

## Section 5.5: Submitting a Claim

- Damages: After a tenant has vacated the rental property, the landlord will complete a move-out inspection. Any damages noted that were not identified in the initial walk-through inspection must first be applied to the initial security deposit supplied by the tenant. Once the deposit has been applied and the tenant has been notified, the landlord may submit a claim request (see appendix L) to the LRMF with proper documentation of the damages. The claim request will include photos of the damage in question, a breakdown of standard move-out accounting, statement of the security deposit being applied to the damages, and a service quote detailing cost of repairs. The LRMF will cover repair costs up to \$2,000 after the security deposit has been applied.
- Financial Loss: After a tenant has vacated the rental property, the landlord may submit a claim for lost rent in the event of abandonment or eviction from the rental property, not totaling more than \$2,000 after the application of the security deposit. When completing a claim for financial loss the landlord should provide documentation of past due rent and a statement of the security deposit being applied to this loss prior to reimbursement from the LRMF.

## **Section 5.6: Appeal Process**

- Claims may be denied due to lack of supporting documentation, photos or simply lacking
  information on the form. If the claim is denied for any of these reasons, the landlord will be
  contacted, and the information will be requested to satisfy the requirements of the claim.
- Claims that are denied for any other reason may only be resubmitted with a judgement against the tenant included.

# **APPENDICES**

# **APPENDIX A: Resident Application for Program Enrollment (page 1)**



Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 fax: 812-339-7177





# Resident Application for Program Enrollment

Instructions: Applications for enrollment in the Landlord Risk Mitigation program are processed on a first-come, first served basis. Applicants can submit this completed form (and supporting materials) in-person at the BHA Office or via email (<a href="icraig@blha.net">icraig@blha.net</a>). Applications are reviewed and placed on waitlist for program enrollment. Applicants will be contacted to complete tenant education seminar to be fully eligible for the LRMF as a tenant.

Head of Household:						(for office use only D Section 8/HCV
Home Address:						□ Non-HCV/City Resid □ Non-HCV/County Re
Email Address:	Street	City		State 2	ip Code	
Cell or Home Phone:					_	
Dependents or other Pe		ır household:	# of Adults	# of Chil	dren	
Name:	Relationship:	Birthdate:	S.S. Number:	Under 18?		Gender Ethnicity
						(See Codes Below)
	HOH/Self					
				_		
		_/_/				
	<del></del>					
				_ TES = NO		
		Demograph	hic Codes:			
Race Code (select all the	at apply): (A) Africa	an American/E	Black; (B):America	an Indian/Alas	kan Nat	tive; (C) Asian; (D)
C	aucasian/White; (F	) Native Hawa	iian or Pacific Isl	ander; (G) Oth	ner	
			2) Male; (3) Othe			
	Ethnicity	Code: (1) Nor	n-Hispanic (2) His	panic		
1. Are you currently a	Section 8 client?	n NO n YES				
2. Is the Head of Hous	ehold or any othe	r household n	nember disabled	? □No □ Yes	(if yes, list	on line below):
3. Employment Incom	e Information:					
Current Employer:_			Phone:		Positio	n:
Employment Status	(nlease check and	oronriate resn	onsel:			
	art-timeSelf-Er		•	Hours per	Week _	Unemployed
Gross Income (befo	re taxes): \$	per (wee	ek/bi-weekly/mo	nth/hour) (ard	e most appr	opriate pay frequency)
4. Other Household In		•			ty, SSI, (	Other, etc.)
Source:						
Source:						
Source:	Amoun	it:	How Often			
Source:						

# **APPENDIX A: Resident Application for Program Enrollment (page 2)**

Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 fax: 812-339-7177

# HOUSING QUESTIONAIRE

5.	What describes your current housing situation?  □ Currently housed, looking (lease ends:)  □ Currently looking (doubled-up, staying with friend/family)
	□ Currently looking (experiencing homelessness) □ Other:
6.	What size bedroom are you seeking?
7.	Where are you seeking to lease up? (check all that apply):  UNITY WITH CITY LIMITS UNITY COUNTY COUNTY)
8.	Would you be able to cover the costs of housing expenses (rent/utilities) each month?   Yes  No Additional Information (Optional):
9.	What is your current plan to pay your security deposit once accepted to a rental property? Do you have the money on-hand/available to you now?
10.	Have you recently been denied from a rental unit?   No Yes (if yes, what was the reason given by landlord?):
11.	Does anyone in your household have a history of legal charges that might impact background screen?  □ No □ Yes (if yes, please describe the charges/level of charge):
12.	□ No □ Yes (if yes, please describe the charges/level of charge):  Has anyone in your household been evicted from a property where they were on the lease?
12.	□ No □ Yes (if yes, please describe the charges/level of charge):  Has anyone in your household been evicted from a property where they were on the lease?  □ No □ Yes (if yes, how many times? And approximate eviction dates):  Are you currently participating in Rapid Rehousing or any other Supportive Housing Assistance Program?  □ No □ Yes (if yes, what program(s)?):  I hereby acknowledge that to complete my application, I will need to submit this completed (signed) application and provide copies of requested documentation on the next page.  □ I will provide all requested documentation on the next page.
13.	□ No □ Yes (if yes, please describe the charges/level of charge):  Has anyone in your household been evicted from a property where they were on the lease? □ No □ Yes (if yes, how many times? And approximate eviction dates): □ Are you currently participating in Rapid Rehousing or any other Supportive Housing Assistance Program? □ No □ Yes (if yes, what program(s)?): □ I hereby acknowledge that to complete my application, I will need to submit this completed (signed) application and provide copies of requested documentation on the next page.

# **APPENDIX A: Resident Application for Program Enrollment (page 3)**



Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 fax: 812-339-7177





# REQUESTED DOCUMENTATION\*

(for LRMF Program Enrollment)

\*Section 8/HCV Participants only need to complete the 1st Checklist Item (i.e., if no change in household composition and/or household income)

Complete Resident Application for Enrollment (signed)
Proof of Income:
<ul> <li>Most recent paystubs (last 30 days) for each employed person in household</li> <li>Current award letter for Social Security Benefits (SSI, SSDI)</li> <li>Proof of other benefits/income listed (SNAP, child support, other)</li> </ul>
Proof of Household Member Identity
<ul> <li>Valid State ID or License for all adult household members (18+)</li> <li>Social Security Card for all household members</li> <li>Birth Certificate for all household youth (under 18)</li> </ul>
Proof of Residency
<ul> <li>Valid State ID or License for all adult household members (18+)</li> <li>Computer-generated bill from a utility company, credit card company, doctor, hospital bill, other</li> </ul>

# **APPENDIX B: Agency Partner Referral Form**

Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 Fax: 812-339-7177

Program Contact:

Jessica Craig jcraig@blha.net

Leon Gordon lgordon@blha.net



FUNDED IN PARTNERSHIP WITH



# AGENCY PARTNER REFERRAL FORM

Referral Agency:
Contact Name: Referral Contact Phone:
Referral Address:
Client Name:Other Adult:
Is this person a resident of Monroe County? Yes No Is this person currently experiencing homelessness? Yes No
If yes, where do they sleep most frequently?
Is this client enrolled in any other Supportive Housing Program? Yes No If yes, which program are they enrolled?
Is this person fleeing domestic violence? Yes No
Reason for Referral:
Will you or someone from your agency be providing ongoing case management and/or housing support to this individual after their lease signing?
Yes No
Is there a plan for housing stability in place? Yes No
If yes, what is it?
Does this household have regular income? Yes No If yes, what is the source and monthly GROSS amount?
Will this individual be able to cover their housing costs (rent/utilities)? Yes No
If no, how will they supplement their income to cover essential expenses?

PLEASE COMPLETE THIS FORM & SUBMIT ALONG WITH
THE RESIDENT APPLICATION for PROGRAM ENROLLMENT

# **APPENDIX C: Landlord Partner Agreement Form**

Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 Fax: 812-339-7177

Program Contact

Jessica Craig jcraig@blha.net
Leon Gordon lgordon@blha.net







ABOUT THE LANDLORD RISK MITIGATION FUND: This program seeks to support property managers/landlords in their decisions to rent to potential tenants that perhaps fall shy of their screening criteria. We believe that everyone deserves a place to live and a chance to prove themselves worthy. If you have an applicant with: Poor Credit? Prior Eviction? Difficult Past? This program offers landlords the financial security (of up to \$2000) to house a family (or individual) seeking a fresh start.



#### MEMORANDUM of UNDERSTANDING

Owner/Lessor (henceforth referred to as "Partnering Landlord), agrees to participate as a referring partner for the Landlord Risk Mitigation Fund (LRMF) program facilitated by the Bloomington Housing Authority (BHA). In doing so, the Partnering Landlord agrees to the following terms/conditions:

- (1) Acknowledges that the act of referring a prospective tenant for financial endorsement via the Landlord Risk Mitigation Fund (LRMF) program, is the same as extending an opportunity to any housing applicant: the chance to remediate an exhibited deficiency with respect to Partnering Landlord's screening criteria.
- (2) Agrees to make referrals in compliance with Fair Housing Law by providing equal professional service without regard to the race, color, religion, gender (sex), disability (handicap), familial status, national origin, sexual orientation or gender identity of any prospective client, customer, or of the residents of any community.
- (3) Acknowledges that as Partnering Landlord, I still have the sole discretion to choose renters for my premises; and, furthermore: my agreement to serve as a Partnering Landlord is in no way a guarantee that a graduate of the LRMF renter education program will be selected as a renter.

Partnering Landlord:	
Mailing Address:	
Telephone Number:	
Email Address:	Signature:
	Date:

# **APPENDIX D: Request for Tenancy Endorsement**

Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 Fax: 812-339-7177

Program Contact:
Jessica Craig <u>jcraig@blha.net</u>
Leon Gordon <u>lgordon@blha.net</u>



HEADING COMMUNITY FOUNDATION BLOOMINGTON

REJECT O

APPROVE @



# Request for Tenancy Endorsement

	_ 1		
Property Owner/			
Lessor:			
Tax ID #			
Potential	Head of Household Name: Phone:Email:		
Renter/Lessee:	Other Adults in Household:		
Property Address:			
City Renter's Permit	Is this property located in City Limits? ☐ No ☐ Yes		
(if applicable)	If yes, is your renter's permit current/in compliance with HAND? ☐ No ☐ Yes		
Unit Information:	Monthly Rent Amount \$ Bedroom Size: Deposit Amount \$		
Section 8 Participant?	Does the client have a Section 8 voucher? ☐ Yes ☐ No		
Utilities	Electric: □ Owner Responsibility □ Tenant Responsibility  Gas: □ N/A □ Owner Responsibility □ Tenant Responsibility  Water: □ Owner Responsibility □ Tenant Responsibility  Sewer: □ Owner Responsibility □ Tenant Responsibility  Trash: □ Owner Responsibility □ Tenant Responsibility		
Desired Move-In Date			
Basis for Referral			
Has this household b	been denied from your rental property?   Yes   No		
Reason for denial/re	ferral:   Inadequate Income  Rental History  Legal History  Credit Score		
	ork with Section 8 (if applicable) 🗆 Other:		

# Next Steps:

- 1. Submit this completed paperwork to the BHA office or email to <a href="mailto:jcraig@blha.net">jcraig@blha.net</a>.
- 2. BHA Staff will contact you to schedule a walk through, program contract & dwelling lease signing.
- 3. Provide copy of Occupancy Permit (independent landlords), Signed Lease Agreement, and W-9.



# APPENDIX E: DEPOSIT ASSISTANCE AGREEMENT

Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 Fax: 812-339-7177

Program Contact:

Jessica Craig jcraig@blha.net
Leon Gordon lgordon@blha.net



# FUNDED IN PARTNERSHIP WITH



# Deposit Assistance Agreement

This is an agreement between the Bloomington Hous	ing Authority and fo	r
financial assistance to be applied to the security depo		ر
which will be paid directly to		e
Deposit Assistance Loan by the Bloomington Housing		0
repay the funds borrowed at an interest rate of 0% over	er the following 12 months with the due date being one year	ır
from the signature dated on this document. I will we	ork with the Housing Stability Coordinator to establish	a
payment plan that fits within my income and house	hold expenses. Non-Section 8 participants that repay th	e
deposit assistance loan within the timeline of 12 mon	ths, will be presented with the opportunity to be placed o	n
the waitlist for a Housing Choice Voucher (Section 8	3), providing all other program criteria are met. Failure t	0
pay the loan will result in a debt owed to the BHA	A, which would exclude the household from any futur	·e
HUD funded housing programs until the debt is pa	id.	
Loan Repayment Dates		
Loan Amount Dispersed \$	Monthly Repayment Amount \$	
*****All payments should be made	out to "BHALRMF Deposit Fund"****	
Program Participant	BHA Staff	
Print Name	Print Name Date	_
Signature	Signature Date	-

# **APPENDIX F: MOVE-IN INSPECTION FORM (page 1)**

# LRMF Initial Inspection Form: Mutual Agreement of Unit Condition Date:\_\_\_\_\_ Head of Household: \_\_\_\_\_ Address: Item N/A Yes No Is there adequate lighting in the kitchen? Comments: Is there an electrical outlet in the kitchen that works? Comments: Is there a sink with hot and cold running water; does it drain quickly? Is the stove in good working condition? Comments: Is the refrigerator in good working condition? Comments: If there is a dishwasher, is it in good working condition? If there is a garbage disposal, does it work? Comments: **BATHROOM** Is the toilet in adequate condition? Comments: Is there a sink with hot and cold running water? Comments: Is there a tub/shower with hot and cold running water? Is there ventilation from a fan or window in the bathroom? Comments: GENERAL UNIT CONDITION If there is air conditioning, does it work? Comments: Does the furnace work? Comments: Do all of the windows open, close, and lock? Comments: Are any of the windows broken? Comments: Do you see any water stains on the walls or ceilings? If so, has the leak been fixed?

Do you see any deep scratches, burns, stains, or places where the flooring is worn?

Comments:

# APPENDIX F: MOVE-IN INSPECTION FORM (page 2)

Item		Yes	No	N/A
Are there any holes or large cracks in the walls or ceiling?				
Comments:				
Are there places where the paint is peeling or flat				
Comments:				
Does the unit have a working smoke detector?				
Comments:  Are there any exposed wires, missing light switch	/outlet.covers2			
Comments:	n outlet covers:			
Is there any evidence of bugs or rodents?				
Comments:				
Is there a fire exit that is easily accessible?				
Comments:				
Is there adequate lighting in the stairwells and ha	allways?			
Comments:				
Are the stairwells and hallways free of hazards?				
Comments:				
Are the mailboxes locked and in good condition? Comments:				
Are there problems with the yard: trash, broken	fence, hazardous sidewalk, etc.?			
Comments:	rence, nazarao as sidewany etc			
Are there working smoke detectors in the home?				
Comments:				
	Additional Notes:			
☐ Did this rental pass the initial inspection? ☐ Ye  If no, has the landlord/property manager made		□ No		
Plan for repairs:				
. an is repuis.				
			•	
				•
BHA Representative				
Print Name Signature			Da	te
Program Participant				
Print Name Signature			Da	te
Property Manager/Landlord				
,				
Print Name	Print Name Signature Da			te
	-			
	2			

# **APPENDIX G: LRMF TENANT AGREEMENT CONTRACT (page 1)**



# **Landlord Risk Mitigation Fund Tenant Agreement**

# **LRMF Tenants Rights & Responsibilities**

Quarterly Check-Ins: Once fully enrolled in the LRMF program (i.e., financially endorsed at a viable unit for a 12-month
lease), tenant participants are required to engage with the LRMF program quarterly check-in accountability structure
(see table below).

Tenant	Initials

dwelling.

Tenant Initials

## Quarterly Tenant Check-In Schedule

Year	90 Days (3 month check-in) 180 Days	1st check-in, home visit required. Assessment of household upkeep any concerns or issues for tenant and/or landlord to be discussed. Support for known financial resources offered.  2nd check-in, by phone (home visit based on assessed need from 90-day)		
1	(6 month check-in)	check-in)		
	270 Days	3 <sup>rd</sup> check-in, by phone (home visit if needed). Assess intentions for lease		
	(9 month check-in	renewal. Validate lease renewal or send notice of program exit.		
	180 Days	4 <sup>th</sup> check-in by phone (home visit if needed). Evaluate eligibility for LRMF		
Year	(6 month check-in)	program endorsement for BHA's Section 8 program.		
2	270 Days	5 <sup>th</sup> check-in. Assess intentions for lease renewal. Send notice of program		
(9 month check-in)		exit and LRMF program endorsement		

Code of Conduct & Responsibility to Report Damages: LRMF endorsed tenants are required to abide by the terms of their dwelling lease as well as this LRMF tenant agreement. Tenant also acknowledges the responsibility to report damages that occur (or become apparent) while living in the rental dwelling, regardless of liability.

Tenant Initials	
BHA Section 8 Voucher Opportunity: Non-Section 8/HCV LRMF tenants who: (a) comply with (and coprogram check-in milestones; (b) abide by LRMF participant code of conduct for the entirety of their enrolled for two consecutive 12-month lease terms at the same dwelling; (d) have no existing debts with (e) meet income eligibility threshold for Section 8/HCV voucher program; will earn a <i>LRMF program of the progra</i>	tenancy; (c) remain with the BHA, and endorsement & waitlist (regardless ne 18 <sup>th</sup> month of
Early Termination/Program Exit: Tenant failure to comply with program expectations can result in a enrollment of LRMF program endorsement and forced program exit if supported by reasonable cause neglect or damage) and landlord non-renewal (or justified early termination) of lease. Otherwise, LRI	e (i.e., willful

financial endorsement will end at the end of maximum eligibility period of a consecutive 24-months at the same rental

# **APPENDIX G: LRMF TENANT AGREEMENT CONTRACT (page 2)**



# Landlord Risk Mitigation Fund Tenant Agreement

Risk Mitigation Fund Coverage: Participating property partners may submit a claim for any of the following reasons no more than 30 days after [LGI] attended to the rental property: (a) The participating tenant abandons the rental property and has not made payments towards their rent, resulting in dissolution of the lease; (b)Property damage costs exceeding the amount of the original security deposit including, but not limited to physical damage to a property beyond normal wear and tear; (c) Unpaid rent and charges associate with tenancy including late charges, legal expenses and utility charges may be included.

\_\_\_\_\_Tenant Initials

#### **Terms and Conditions**

This Agreement is between the Participating Household at the time of initial agreement, and the Bloomington Housing Authority Landlord Mitigation Fund Program. When a person graduates from the Tenant Education Program they have the possible opportunity to have their future landlord reserve funds through the Risk Mitigation Fund, up to \$2,000, if a renter leaves their rental home within 12 months of signing the lease and leaves damages or unpaid rent. The prospective tenant must agree to terms and conditions of the LRMF Program to access these funds. This agreement will renew up to one time for a total coverage of two consecutive lease cycles totaling no more than 24 months.

#### Termination of Housing:

I understand that if the participating household abandons the rental property or is evicted due to lease violations I may not re-enroll in the LRMF program for a period of 12 months unless otherwise notified by an LRMF representative. I understand that if I, as tenant, am exited from another supportive housing program, I have the right to remain in the Landlord Risk Mitigation Program for up to 24 months upon program enrollment, unless otherwise notified.

Participating Landlords will be eligible to submit a Claim Request for the duration of the lease agreement, up to 30 days [LG2] following the end of lease date listed on the signed lease agreement. I understand that a representative of the LRMF Program will be attempting to contact me (the tenant) to verify any claim against the LRMF Fund, and I have an obligation to respond to attempted communications. It is important and to my benefit to let the assessor know of any changes in my household (members of my household have changes, I have been evicted from housing, etc.) within 10 calendar days of this change.

## Ongoing Case Management:

I understand, if approved, I (the tenant) must maintain regular contact with a representative of the Landlord Risk Mitigation Fund while being a participant in the LRMF Program. I agree to complete case management and site visits with a representative of the LRMF Program, the duration and frequency of which will be agreed upon by myself and the Bloomington Housing Authority. It is my (the tenant's) responsibility to inform my landlord, and case manager or agency contact person listed below of any changes in my contact information. I understand that the landlord and supportive housing service provider (\_\_\_\_\_\_\_\_) participating in the program are responsible for maintaining regular communication between myself as the tenant, and all other parties in the program (landlords, and agencies). Landlords are responsible for communicating any lease violations, or

# **APPENDIX G: LRMF TENANT AGREEMENT CONTRACT (page 3)**



# **Landlord Risk Mitigation Fund Tenant Agreement**

Administration's decision		isfied with the Landlord Risk M It to make an appeal to the Blo de.	
By signing this Tenant Ago	eement, I agree to follow all rules,	regulations and guidelines set forth	in this Agreement.
BHA/LRMF Representative:	Print	Sign	Date
Other Adult:	Print	Sign	Date
Head of Household:	Print	Sign	Date



# Landlord Risk Mitigation Fund Landlord Agreement

## **Landlord Rights & Responsibilities**

Per the terms of this LRMF program contract agreement, Landlord's agree to abide by (and enforce) the terms of their 12-month lease agreement with tenant, as well as comply with the terms and program guidelines regarding any potential claims made against tenant (i.e., should conditions warrant a claim be made). BHA agrees that it will provide landlord liaison services to the Partnering Landlord but shall not be liable or responsible (beyond the terms of the LRMF contract agreement) if a renter fails to abide by the terms of any lease entered into between the Partnering Landlord and an LRMF endorsed renter.

**Documentation:** As part of program compliance, landlord partners agree to provide BHA offices copies of the following within 30 days of tenant lease signing/move-in: (a) executed dwelling lease for non-section 8 clients (including any fee schedules); (b) Renters Occupancy Permit (for independent landlords with dwellings within City limits); (c) a signed W-9 to receive payments from the LRMF program.

to receive payments from the Envir progra	aiii.	
Landlord Initials		

Quarterly Check-Ins: Landlord partners are expected to engage with BHA LRMF program staff at requested check-points below, at minimal. All landlord check-ins will be conducted via phone and initiated by BHA LRMF program staff.

Landlord Initials

#### Landlord Check-In Schedule

Year 1	90 Days (3 month check-in)	1st check-in (by phone) BHA staff will be conducting a home visit with tenant, landlord can be present if they choose to. Goal is to discuss any concerns or issues concerning tenancy.	
-	270 Days	2 <sup>nd</sup> check-in (by phone). Assess intentions for lease renewal. Validate lease	
	(9 month check-in	renewal or send notice of program exit.	
Year 2	180 Days (6 month check-in)	3 <sup>rd</sup> check-in (by phone). Discuss any concerns or issues concerning tenancy. If applicable, discuss tenant eligibility for LRMF program endorsement for BHA's Section 8 program.	
2	270 Days	4 <sup>th</sup> check-in (by phone). Assess intentions for lease renewal. Send notice of	
	(9 month check-in)	program exit.	

Lease Enforcement, Liaison Support, & Pursuit of Claims: Landlords are encouraged to reach out to the BHA tenancy liaison as a first resort to help resolve issues that arise during the course of tenancy. However, landlords are equally encouraged (and within their rights) to pursue legal remedy as necessary to remove uncompliant tenants and pursue any viable claims resulting from tenant-caused damages that have occurred during a given LRMF endorsed tenancy. Renters must have vacated from the residence following from the endorsed period for the landlord to be able to request program assistance.

\_\_\_\_\_ Landlord Initials

Renewal (and limitations) of LRMF Endorsement: Landlords wishing to extend LRMF financial endorsement for an additional 12-months (i.e., following the end of the 1<sup>st</sup> year LRMF lease agreement) will be required to confirm the renewal of the LRMF program contract agreement in writing prior to the start of the 2<sup>nd</sup> consecutive 12-month lease agreement. This can be done via email with LRMF program staff (Jessica Craig, Housing Stability Coordinator:



# Landlord Risk Mitigation Fund Landlord Agreement

Terms and Condition
Landlord Initials
Risk Mitigation Fund Coverage: Participating Partnering Landlords may submit a claim for any of the following reasons no more than 45 days LGZ after a tenant has vacated the rental property: (a) The participating tenant abandons the rental property and has not made payments towards their rent, resulting in dissolution of the lease; (b) Property damage costs exceeding the amount of the original security deposit including, but not limited to physical damage to a property beyond normal wear and tear; (c) Unpaid rent and charges associate with tenancy including late charges, legal expenses and utility charges may be included; and (d) The claims process are governed the rules defined in Section 5 of the LRMF Program Handbook which is also the Claims Handbook Provided to Landlords at lease signing.
Landlord Initials
notifying the end of program participation & eligibility for claim submission. Any and all claims must be submitted within 45 days [LG1] after the participating tenant has vacated the property and in compliance with the claims policy detailed in the LRMF Claims Handbook (and section 5 of the LRMF Program Manual). Landlords will be provided with an official "Claims Handbook" distributed at lease signing.
<b>Program Exit/Final Claims:</b> If a landlord elects to not renew LRMF program endorsement at the end of $1^{st}$ year of participation (or likewise reaches the maximum 24-months of eligibility), they will be issued a program exit letter
Landlord Initials
<u>icraig@blha.net</u> ) or by submitting a LRMF 2 <sup>nd</sup> year renewal agreement to the BHA office. LRMF program endorsement cannot be extended beyond a total of 24 consecutive months.

The participating landlord/property manager (henceforth referred to as "Partnering Landlord") is an independent contractor and not an agent of the Landlord Risk Mitigation Fund. Bloomington Housing Authority acknowledges that the Partnering Landlord still has the sole discretion to choose renters for its premises, and is in no way guaranteeing that a graduate of the renter education program will be selected by the Partnering Landlord as a renter. BHA agrees that it will provide landlord liaison services to the Partnering Landlord but shall not be liable or responsible if a renter fails to abide by the terms of any lease entered into between the Partnering Landlord and a renter. Partnering Landlord agrees to rent/lease a residence to the renter in accordance with the Landlord/Tenant Agreement for a period of at least 12 months from the date the agreement begins, providing tenant remains in compliance with the Landlord/Tenant Agreement. The guarantee is only valid for damages that occurred within the first 12 months of tenancy, unless the lease is renewed for an additional 12 months and the LRMF; totaling no more than 2 consecutive leasing cycles over a 24 month leasing period. The LRMF agreement may be renewed one time after the initial 12-month period, totaling no more than 2 consecutive leasing cycles and/or 24 months. Renters must have vacated from the residence within this period for the landlord to be able to request program assistance.

The guarantee is limited up to \$2,000 per tenancy. The guarantee covers only those costs allowable by the program (see claims handbook) and that exceed the security deposit. The Partnering Landlord agrees to notify a representative of the Landlord Mitigation Fund program if the renter is being evicted from the residence or not complying with the Landlord/Tenant Agreement within the timeframe of up to two leasing cycles or 24 consecutive months. The Partnering Landlord agrees to submit a claim for Landlord Risk Mitigation Funds, with all required documentation if damages exceed the security deposit, to the Program Provider within 30 calendar days of the date when the Renter vacates the residence.



# Landlord Risk Mitigation Fund Landlord Agreement

The Partnering Landlord agrees to not pursue additional legal remedies for claims against the Renter. Partnering Landlord agrees to comply with all laws, regulations and guidelines under the program, including, but not limited to, program specific requirements, public policy for protecting civil rights, government-wide administrative mandates affecting the Partnering Landlord's accounting and record keeping systems, and any rules, regulations or guidelines imposed by the Program Provider. Please see the Landlord Risk Mitigation Fund Program Description for more information.

Landlord agrees to the non-revocable rights to inspect the residence identified in the agreement by a representative of the LRMF Program upon reasonable notice, for the purposes of monitoring and/or the verification of expenses requested in an application for assistance. Termination of this agreement may occur by the Partnering Landlord or Bloomington Housing Authority. BHA shall not be liable to any of the parties of this Agreement or to other persons for directing that such Agreement be terminated or for any program claims submitted after the date of termination.

PARTNERING LANDLORD I	NFORMATION		
Partnering Landlord Name	:		
Mailing Address:			
Telephone Number:	Email	Address:	
RENTER INFORMATION			
Renter Name(s):			
Rental Address:			
Telephone Number:	Email	Address:	
LEASING INFORMATION			
Enter Date ("Effective Date	e") Tenancy Begins (must match leas	e/rental agreement):	
Would you have rented to	this renter without this Risk Mitigat	ion Fund: Yes	No
Reason:			
best of my knowledge	isk Mitigation Fund Application form and that I agree to follow all rules, i	regulations and guidelines se	
company Name.			
Property Representative:	Print	Sign	Date
BHA/LRMF Representative:	Print	Sign	Date

#### APPENDIX I: ADVOCACY LETTER

Bloomington Housing Authority Bloomington, Indiana 47404 Fax: 812-339-7177

Program Contact: Jessica Craig <u>icraig@blha.net</u> Leon Gordon <u>lgordon@blha.ne</u>



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# QUALIFIED RENTER ENDORSEMENT

## PROGRAM BENEFITS:

#### FINANCIAL SUPPORT

- Reimbursement for damages caused by tenant beyond normal wear and tear that exceeds the amount of the security deposit.
- · Reimbursement for unpaid rent in the event of eviction or abandonment of the rental.

## ONGOING TENANT SUPPORT

- · Regular check-ins and case management services to help navigate common hurdles.
- · Mediation and intervention in the event of a landlord or tenant

# RENTER EDUCATION CERTIFICATION

- Tenant education seminar is required for all LRMF endorsed
- · Find tenants who understand their responsibilities ad are committed to being successful renters after completing the BHA Tenant

# LANDLORD RISK MITIGATION FUND

# **Advocacy Letter**

# Dear Landlord and/or Property Manager:

This letter is to certify that this housing applicant

has completed the tenant education seminar as a participant in the Bloomington Housing Authority's (BHA's) Landlord Risk Mitigation Fund Program. If for any reason this applicant does not meet your acceptance criteria, the BHA kindly asks that you would reconsider leasing to this applicant with a financial endorsement of \$2,000 being made available on this household's behalf through the Landlord Risk Mitigation Fund (LRMF). BHA's LRMF will provide financial backing of up to \$2,000 to decrease the risk of financial lost in the event of damages or lost rent beyond the amount of the original security deposit.

If you are agreeable with this proposed endorsement, please complete a landlord participation agreement to schedule a lease signing with our program staff.

Warmly,

Administrative Director

Bloomington Housing Authority



ABOUT THE LANDLORD RISK MITIGATION FUND: This program seeks to support property managers/landlords in their decisions to rent to potential tenants that perhaps fall shy of their screening criteria. We believe that everyone deserves a place to live and a chance to prove themselves worthy. If you have an applicant with: Poor Credit? Prior Eviction? Difficult Past? This program offers landlords the financial security (of up to \$2000) to house a family (or individual) seeking a fresh start.

# **APPENDIX J: CERTIFICATE OF COMPLETION**



# APPENDIX K: 2<sup>ND</sup> YEAR RENEWAL AGREEMENT

Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 Fax: 812-339-7177

Program Contact:

Jessica Craig icraig@blha.net
Leon Gordon igordon@blha.net





# LRMF Renewal Agreement Year 2

Property Owner/ Lessor:			
Contact Information:	Phone: Email:		
Potential Renter/Lessee:	Head of Household Name:Email:  Other Adults in Household:		
Property Address:			
City Renter's Permit (if applicable)	Is this property located in City Limits? □ No □ Yes  If yes, is your renter's permit current/in compliance with HAND? □ No □ Yes		
Lease Renewal			
Has this household renewed their lease at this location? □ Yes □ No Have terms of the lease changed since last year (including, but not limited to rent, tenant responsibilities, lease violation fees, etc.?) □ Yes □ No  If yes, please specify which terms of the lease have changed.			
Please attach a copy of the updates lease agreement to this form			
Property Representative:	Print	Sign	Date
BHA/LRMF Representative:	Print	Sign	Date

### **APPENDIX L: CLAIM REQUEST FORM**

Bloomington Housing Authority 1007 N. Summit Street Bloomington, Indiana 47404 812-339-3491 Fax: 812-339-7177

Program Contact:
Jessica Craig <u>jcraig@blha.net</u>
Leon Gordon <u>lgordon@blha.net</u>





Property Owner Contact Information			
Name:			
Phone Number:			
Address:			
Household Information			
Household Information			
Name:			
Phone Number:			
Unit Address:			
Type of Claim (Please submit a separate form for each <u>type of loss</u> ):			
☐ Physical Damage ☐ Operational Loss			
Please Describe Claim:			
Claim amount requested:			
Deduction of Delectron was form Other Commen			
Reduction of Reimbursements from Other Sources:			
(deposits, insurance, or other program, collected rent for period etc.)			

## Please attach supporting documentation:

- O A copy of your standard move-out accounting, and documentation used to make claims against security deposits
- O Certification that all costs are actual costs and not being reimbursed from other sources
- O Supporting Court Judgement if applicable

### For Physical Damage Claims ONLY:

- O Attach a description (work order or contract) of the proposed repairs including quantities, materials, unit prices, and an estimate, bid, or invoice for repairs (including material and labor).
- O Photos of damage should be provided.

## For Operational Losses ONLY:

O Owners must complete a separate claim form for Operational Losses as well as provide a brief explanation of what occurred and what actions the owner and/or manager took to try to limit losses.

\*\*This form must be submitted no later than 45 days after the last day of the tenant's lease\*\*