



Bloomington Housing Authority
 1007 North Summit, Bloomington, Indiana 47404
 812-339-3491 fax 812-339-7177

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.

_____ 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)	1 st 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 (9 month check-in)	2 nd check-in (by phone). Assess intentions for lease renewal. Validate lease renewal or send notice of program exit.
Year 2	180 Days (6 month check-in)	3 rd 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.
	270 Days (9 month check-in)	4 th check-in (by phone). Assess intentions for lease renewal. Send notice of 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 1st 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 2nd consecutive 12-month lease agreement. This can be done via email with LRMF program staff (Jessica Craig, Housing Stability Coordinator:



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jcraig@blha.net) or by submitting a LRMF 2nd year renewal agreement to the BHA office. LRMF program endorsement cannot be extended beyond a total of 24 consecutive months.

_____ Landlord Initials

Program Exit/Final Claims: If a landlord elects to not renew LRMF program endorsement at the end of 1st 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 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.

_____ Landlord Initials

Risk Mitigation Fund Coverage: Participating Partnering Landlords may submit a claim for any of the following reasons no more than 45 days 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

Terms and Condition

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.

