



TEXAS RENT RELIEF PROGRAM

LANDLORD CERTIFICATION

REV. 03/04/2021

By signing below, Landlord certifies:

- The Tenant(s) for which assistance is requested is/are one of the persons that has/have occupied the Unit identified in the Application.
- Landlord is not requesting assistance for any Tenant for any month of assistance prior to March 13, 2020.
- Landlord must accept payment from the Texas Rent Relief Program via direct/ACH deposit, to an insured account at a financial institution within the United States, unless otherwise agreed to.
- The Unit(s) identified in the Tenant's Application(s) is/are not, to my knowledge, receiving any other form of government or private assistance for the same months of rent for which this assistance is requested, including but not limited to tenant-based or project-based vouchers or rental assistance, operating assistance, Community Development Block Grant rental assistance, Emergency Solutions Grant, HOME Partnerships Program rental assistance, Housing for Persons with Aids, and the Unit is not public housing.
- Landlord will not seek to obtain other assistance for the same Units identified in Tenant Applications and for the same months of rent or rental arrears covered by this assistance, and that to the extent any such assistance is received, Landlord will repay this assistance to the Texas Department of Housing and Community Affairs within 10 calendar days.
- Landlord has attached a copy of each Tenant's lease or if there is no current written lease, Landlord certifies that the information provided in the Application for the Tenant regarding the terms of the lease with the Tenant and rent amount are true and accurate, and Landlord has attached proof of Unit ownership or ability to sublease.
- If the written lease or oral agreement is expired or will expire during period covered by this assistance, Landlord will enter into a new written lease or extend the current lease with Tenant for a monthly payment amount no greater than the monthly amount for the expired or expiring lease or agreement, for a time period at least equal to the period covered by the rent assistance. The new lease may not increase or impose other fees or charges not allowed under the current lease or oral agreement with the tenant, including but not limited to pet rent or trash pick-up. The Landlord may continue to charge all costs, expenses, and fees including but not limited to utility and internet charges if allowed under the original lease.
- Landlord attests that any late fees for nonpayment of rent for which Tenant and Landlord are requesting assistance are lawful pursuant to Texas Property Code § 92.019 (i.e., notice of the fee is included in a written lease; the fee is reasonable; and any portion of the tenant's rent has remained unpaid two full days after the date the rent was originally due). Reasonable late fees are defined as those that are not more than 12 percent of the amount of monthly rent for a dwelling located in a structure that contains not more than four dwelling units; those that are not more than 10 percent of the amount of monthly rent for a dwelling located in a structure that contains more than four dwelling units; or those that comply with the other standards established in Texas Property Code § 92.019.
- Landlord has waived or will waive any fees or penalties not covered by rental assistance from the Texas Rent Relief Program stemming from non-payment of rent or participation in this program that have been or will be accrued by the Tenant during the period covered by the rental assistance, including but not limited to a returned check fee, missed appointment fee, or lease modification fee. Landlord will not charge a fee to the tenant for applying to the Texas Rent Relief Program. If applicable for eviction



TEXAS RENT RELIEF PROGRAM

LANDLORD CERTIFICATION

REV. 03/04/2021

diversion cases, no court costs will accrue or be charged to the Tenant, and the Landlord waives all claims raised in the eviction case.

- Landlord hereby releases the Tenant and Tenant's Household from payment liability for any rent for the time period covered by the assistance actually received by the Landlord, as well as any fees related to that rent. The Landlord will not evict the Tenant for any reason that predates the acceptance of the funds or for any reason related to rent or fees during the time period covered by the funds and will not evict the Tenant for a nonmonetary default during the time period covered by the rental assistance actually received, except for actions or breaches of the lease that are related to criminal activity, property damage or physical harm to others. Nothing in this certification shall waive a Landlord's right to file an eviction based on a nonmonetary default that occurs after the expiration of the time period covered by the rental assistance actually received.
- Landlord acknowledges that all information collected, assembled, or maintained by the Texas Rent Relief program pertaining to this certification, except records made confidential by law or court order, are subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- Landlord shall provide the U.S. Department of the Treasury, the U.S. Inspector General, the U.S. General Accounting Office, the Texas Comptroller, the Texas State Auditor's Office, the Office of Court Administration and the Texas Department of Housing and Community Affairs, or any of their duly authorized representatives, access to and the right to examine and copy records related to a payment made as a result of this certification, including, but not limited to, copies of the rent payment ledger showing the missed payment(s) for the tenant, and for incorporated entities, a corporate resolution listing the individual or individuals authorized to execute documents. Such records will be kept for the longer of seven years, or until after notice of a monitoring, audit, or litigation, has been provided and the matter has had a final disposition.
- If the Owner is a different legal entity than the Landlord, Landlord or Landlord's Agent certifies it has the legal authority to enter into this agreement.
- Notwithstanding anything to the contrary in this certification, the Landlord shall have the right to terminate participation in the program at any time prior to receiving assistance.
- The information provided is true, accurate, and complete, and if requested, Landlord is able to provide further documentation to support any representations.
- In signing this certification you are acknowledging that that falsification of documents or any material falsehoods or omissions in the Application, including knowingly seeking duplicative benefits, is subject to state and federal criminal penalties. You are particularly put on notice that 18 U.S.C. §1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.



TEXAS RENT RELIEF PROGRAM

LANDLORD CERTIFICATION

REV. 03/04/2021

*In signing this **Application** (including electronic signature) you are acknowledging that that falsification of documents or any material falsehoods or omissions in the Application, including knowingly seeking duplicative benefits, is subject to state and federal criminal penalties. You are particularly put on notice that 18 U.S.C. §1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.*

Unsworn Declaration pursuant to Tex. Civ. Prac. & Rem. Code §132.001

My name is _____ (first, middle, and last name of the authorized representative of the Landlord); my date of birth is _____, and my street address is _____, in the City of _____, the State of _____, with the Zip Code _____. I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), _____ (year).

Declarant (Named Authorized Representative of Landlord)

Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941,
Austin, TX 78711

Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: info@tdhca.state.tx.us Web:
www.tdhca.state.tx.us

