North Carolina Weatherization Assistance Program

**LANDLORD - TENANT AGREEMENT**

**PERMISSION TO ENTER PREMISES/RENTAL AGREEMENT**

* + **Landlord, complete this page and the Landlord Certification on the next page. Also, provide proof of ownership.**
  + **Tenant, complete the Renter Certification on the next page.**
  + **Copies must be provided to all parties.**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I am the

Name (Please print.)

owner/authorized agent, herein referred to as "owner" for the property located at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residence or Physical Address, City, State

The property is presently rented to the following:

Primary tenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for $ \_\_\_\_\_\_\_\_\_\_ rent \_\_\_\_ per month \_\_\_\_ year.

Number of rental dwelling units in this structure: \_\_\_\_\_\_\_\_.

Owner/Agent authorizes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as provider of weatherization services to conduct energy related building inspections and assessments, repairs, and improvements. Any materials installed under this agreement shall remain as part of these premises. If heating/cooling system(s) repairs and replacement are involved, the Landlord must contribute 50% of that cost. For Multifamily owner contribution (5+ units), Landlord shall pay $275 Weatherization fee per unit. The scope of work to be accomplished on this building will be attached to this agreement following the initial weatherization assessment.

Please indicate the option you select below:

1. \_\_\_\_\_\_\_Waiver of owner contribution 50% of heating/cooling system(s) repairs and replacement costs, based on verification by the weatherization provider that the owner’s gross household income does not exceed the program income guidelines, non-profit or HUD supported property, or other documented extenuating circumstance exists.
2. \_\_\_\_\_\_\_Waiver of Multifamily owner contribution of $275 per unit, based on verification by the weatherization provider that the owner’s gross household income does not exceed the program income guidelines, non-profit or HUD supported property, or other documented extenuating circumstance exists.

Landlord – Tenant Agreement

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NCWAP Community Solar Pilot Project- Landlord participation

Owner dwelling may or may not be eligible for a community solar pilot program, depending upon utility provider, dwelling location, and other factors. If eligible, the dwelling inhabitant will receive a monthly credit on their bill resulting from solar panel production assigned to their dwelling for a period of 15 or more years depending on utility company agreements. If qualified, there is no additional monetary cost incurred by the tenant or owner in order to participate. These panels are owned by the utility company; no installation of any kind occurs at the dwelling itself. In addition, this credit will remain with the dwelling for the duration specified in the utility agreement regardless of dwelling inhabitant (including Landlord). Please choose one of the following:

1. Dwelling does not qualify for this program.
2. Dwelling owner gives approval to participate in this program.
3. Dwelling owner does not wish to participate.

Only eligible weatherization measures as defined by the North Carolina Weatherization Assistance Program shall be applied to any building. No undue enhancement shall occur to the value of the dwelling units as a result of weatherization work performed. Undue enhancement is defined as any enhancement to a building that increases the value of the property and does not provide energy conservation or health and safety benefits to the tenant.

Commencing on the date the owner and/or tenant signs that work is complete and continuing for a period of twenty-four (24) months, owner agrees not to increase rents on units weatherized. If a lease in effect expires prior to the end of the twenty-four-month period, a new lease may be signed, but rents will remain at the previous level until the expiration of the twenty-four-month period, unless demonstrably related to matters other than weatherization work. (10CFR 440.22(b) (3) (ii)) “Demonstrably related to matters other than weatherization work performed” is defined as an increase in excess of 25% per year in (1) Fair Market Value of rental units or (2) an increase in property taxes.

Owner also agrees not to terminate or evict any covered tenants or any subsequent tenants, commencing on the date the owner and/or tenant signs that work is complete and continuing for a period of twenty-four (24) months. This provision is in effect provided the tenant complies with all obligations owed to the owner in accordance with any leases or rental agreements between the owner and tenants.

This agreement applies to present tenants and any subsequent tenants for the twenty-four-month period.

Landlord - Tenant Agreement

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If a tenant feels they have had rents increased contrary to the provisions of this agreement, or feels they have received an eviction notice without cause, they may contact the local Legal Services Agency or the Weatherization Service Provider.

This agreement shall run with the land and/or weatherized unit in the case of sale or transfer to other owner/agents. The owner is responsible to give official notice of this agreement to any subsequent owners.

Either party to this agreement may bring an action for specific performance of its terms. Tenants residing in dwelling units covered by this agreement are intended third-party beneficiaries of any of the provisions of the agreement related to rental increases, evictions, and terminations of tenancies.

# RENTER Certification

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Name (Please print.)

certify that I am currently renting a dwelling unit located at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residence or Physical Address, City, State

I have read and understand the terms of this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature / Date

**LANDLORD (Owner or Authorized Agent) Certification**

I have read and agree to the terms of this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Owner or Authorized Agent / Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address, City. State, Zip

Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**TO BE COMPLETED BY STAFF:**

Landlord residence previously serviced through WAP/HARRP: If yes, When:

Which Program(s):

Is the Landlord income eligible?

Attach family profile and income verification documents

AR4CA Search completed Date:

Has the Landlord applied for WAP/HAARP? Yes No

Date of application:

Does the Landlord want to apply? Yes No

Contact with Landlord: By:

Date Staff signature \_\_\_\_\_\_\_\_

**WEATHERIZATION SERVICE PROVIDER Certification**

I have read and agree to the terms of this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Weatherization Service Provider Authorized Agent / Date