

Washtenaw County Office of Community and Economic Development (OCED)
415 W. Michigan Ave, Suite 2200 Ypsilanti, MI 48197
(734) 544-6748

WEATHERIZATION ASSISTANCE PROGRAM
LANDLORD AGREEMENT

This Agreement applies to buildings containing rental dwelling units, located in the State of Michigan. This Agreement is made and entered into by and between **Washtenaw County OCED &**

(The Owner) *Print Owner's Name and Owner's Address and owner's phone number*

(Name of Applicant/Tenant)

(Address of Premises to be Weatherized)

WHEREAS, the Department of Human Services is a state agency responsible for administering weatherization programs in Michigan in accordance with federal and state laws, and rules and regulations governing the programs; and

WHEREAS, the Department of Human Services has contracted with The Local Weatherization Operator to use said funds to make weatherization materials and weatherization labor available for benefit of eligible households; and

WHEREAS, many eligible households reside in rental housing in buildings containing rental dwelling units which may be weatherized if not less than 66 percent (50 percent for two and four-unit buildings) of the dwelling units in the premises are eligible dwelling units; and

WHEREAS, the eligible households residing in the dwelling units and buildings receiving weatherization assistance are the intended third party beneficiaries of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. The Local Weatherization Operator agrees to provide certain weatherization program improvements to the premises of The Owner and occupied by the eligible household(s). Such improvements may include any or all of the measures identified from the energy audit.
2. In consideration for the weatherization improvements, The Owner does covenant and agree that the monthly rental fee of the premises, as shown on Exhibit A, shall not be increased for a period of twenty-four months beginning with the weatherization completion date. (Completion date is defined as the date of the final post-inspection.)

Exceptions:

- Rental increase can be fully justified due to significant increases in actual operating costs.
 - Where rental fees are restricted under IRS Section 42, HUD, USDA Rural Development, or MSHDA program rules, rental fees may be increased to the extent allowed by such programs and shall be deemed to be unrelated to weatherization work.
3. The Owner agrees to maintain the weatherization materials installed under this Agreement, in accordance with all relevant codes regarding maintenance.
 4. The Owner agrees not to evict, terminate, or institute any court action for possession against any eligible dwelling unit tenant for the 12 months following the weatherization completion date, except for:
 - failure to pay rent;
 - violating the terms of the lease (other than to surrender possession upon proper notice);
 - causing substantial damage to the premises

- permitting a nuisance;
- carrying on unlawful business.

- The Owner agrees that the terms, premises, and obligations of this Agreement shall supersede and be superior to any inconsistent provision of any oral or written lease agreement affecting the rent collected for the eligible dwelling units identified in Exhibit A.
- The Owner agrees and consents to permit The Local Weatherization Operator and its employees to enter upon the premises for the purpose of making the weatherization improvements. The Local Weatherization Operator is granted the right to inspect the premises and to examine any heating fuel and utility charges and costs with respect to the premises. Representatives of the U.S. Department of Energy and the State are also granted the right to inspect the premises weatherized by The Local Weatherization Operator.
- The Owner hereby swears or affirms that the building(s) is not presently being offered for sale and further agrees to give the Local Weatherization Operator thirty days notification of the sale or conversion of the building. At least ten days prior to the sale or conversion the Owner agrees to obtain, in writing, the purchaser's consent to assume the Owner's obligations under this Agreement or, if this consent is not obtained, to pay the Local Weatherization Operator the full cost of weatherization pro-rated by the number of months left under this Agreement.
- The Owner agrees to provide the Local Weatherization Operator fuel consumption data for this building(s). The data will consist of the total electrical and home heating fuel consumption data for the 12 months prior to the weatherization application date and the 12 months immediately following the completion of the final post inspection. This data shall be supplied to the Local Weatherization Operator as soon as practicable after it is received by the Owner. In situations where the tenant is responsible for paying the electric and/or fuel bill, the Local Weatherization Operator should request this information from the tenant or utility company.
- The Owner agrees that if the Local Weatherization Operator determines this unit(s) is eligible for refrigerator replacement(s), the replacement(s) will be done in accordance with WAP program standards located in the Technical Weatherization Policy Manual. The refrigerator being replaced must be surrendered without exception.

10. Indicate in the space provided who is responsible for utilities in the units in this building:

Tenant pays: _____ Heat _____ Electric NOTE: If tenants pay heat and electric, go to number 11.

Owner pays: _____ Heat _____ Electric

The Owner agrees that the weatherization benefits must accrue to the low-income tenant. If the tenant does not pay one or both of the utilities listed above, the Owner has the obligation to extend the landlord agreement (a. below) and in some cases provide combined benefits for a period as indicated in the space provided (b. below).

- The owner agrees to extend the landlord agreement for a minimum of five years from the date of weatherization work completion (final post-inspection).
- Further, the Owner agrees to the combined benefits listed below that will be offered as well as the extended benefit period:

11. Ownership of the replacement refrigerator falls to whomever owns the refrigerator that is being replaced, either the owner/occupant, property owner, or eligible household, as documented below and on the Tenant's Synopsis. All refrigerators owned by the landlord that are replaced must remain in the rental unit occupied by the weatherization applicant.

Owner of existing refrigerator in this rental unit: Property Owner/Landlord _____
 Eligible Household _____

- 12. In the event that The Owner increases the rent charged to an eligible household occupying an eligible dwelling unit, the occupant(s) of the eligible dwelling unit as third-party beneficiaries of the Agreement can assert any direct claims against The Owner in any action or special proceeding in any court of appropriate jurisdiction.
- 13. In the event that The Owner initiates any eviction, termination, and/or possession action on an eligible household occupying an eligible dwelling unit, the occupants of the eligible dwelling unit as third party beneficiaries of the Agreement can assert any direct claims against The Owner in any action or special proceeding in any court of appropriate jurisdiction.
- 14. That for breach of this Agreement, damages, where not otherwise specified, may be awarded in accordance with applicable law.
- 15. Failure to comply with landlord agreement provisions may result in any future WAP applications for services on any properties owned by listed Owner, to be denied WAP services.
- 16. The Local Weatherization Operator shall not be held responsible or liable in any way for the failure to provide work, labor, service, or materials provided for by the terms of this Agreement by reason of federal, state, or local requirements or regulations prohibiting the provision of such work, labor, service, or materials.
- 17. The Local Weatherization Operator shall provide a synopsis of the terms of this Agreement to the households occupying each eligible dwelling unit within 30 days of the date of the weatherization completion date of this Agreement. Further, The Local Weatherization Operator shall provide, or cause the owner to provide, a synopsis of the terms of this Agreement to subsequent households occupying each eligible dwelling unit and to the new and subsequent occupants of eligible dwelling units vacant as of the weatherization completion date of this Agreement.
- 18. The Local Weatherization Operator shall provide any occupant of an eligible dwelling unit access to this document in accordance with federal and state laws.
- 19. Exhibits A, B, and C shall be signed by both parties and become a part of this Agreement upon signing by both parties. In the event an exhibit cannot be completed at signing, provisions related to those exhibits shall not be considered binding until such times as they are completed, signed by both parties, and attached to this Agreement.
- 20. The provisions of this Agreement are severable. If any provision of this Agreement is found invalid, such finding shall not affect the validity of this Agreement as a whole or any part or provision hereof other than the provision so found to be invalid.

Signature of Owner or Authorized Representative

Date

Owner's Address

Owner's phone #

Signature of Local Weatherization Operator Representative

Date

The Local Weatherization Operator will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, disability, or political beliefs.

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EXHIBIT A

ELIGIBLE DWELLING UNITS AND RENT

The documented eligible dwelling units, including those listed on Exhibit B, which are to be weatherized or caused to be weatherized by this agreement, and each unit's rent as of the date of weatherization completion are as follows:

<u>Address</u>	<u>Unit Number</u>	<u>Monthly Rent</u>

Note: The Landlord must provide documentation of home ownership:
A copy of the deed, tax receipt etc will suffice for proof.

Signature of Owner or Authorized Representative

Date

Signature of Local Weatherization Operator Representative

Date

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EXHIBIT B

DESIGNATED VACANT ELIGIBLE DWELLING UNITS

The designated vacant eligible dwelling units which are to be rented to or occupied by an eligible household within 180 days in cases of a federal, state, or local government program for rehabilitating or making similar improvements to the dwelling unit(s).

<u>Address</u>	<u>Unit Number</u>

Signature of Owner or Authorized Representative Date

Signature of Local Weatherization Operator Representative Date

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EXHIBIT C

WORKSCOPE

The State of Michigan (SOM) approved audit or priority list shall be utilized to determine the appropriate measures for all single family and appropriate multi-family (four units or less) homes weatherized.

Measures that may be considered include the following:

- Health and Safety Measures
- Air Sealing/Duct Sealing/Repair/Replacement
- Duct Insulation
- Major Bypasses and Infiltration/Exfiltration
- Attic Insulation
- Knee wall insulation
- Wall insulation
- Compact Fluorescent Light Bulbs
- Band joist ("Sillbox") Insulation
- Floor insulation
- Perimeter insulation
- Refrigerator replacement
- Domestic Hot Water Tank (DHW) Replacement
- Mechanical systems may be evaluated

Note: This listing is advisory and not exhaustive.

Multi-family homes with five or more units will be evaluated for appropriate measures by a DOE-approved audit subject to the approval by the Department of Human Services.

Signature of Owner or Authorized Representative Date

Signature of Local Weatherization Operator Representative Date