



TEXAS RENT RELIEF PROGRAM

LANDLORD CERTIFICATION

REV. 10/12/2021

By signing below, Landlord certifies:

1. The Tenant(s) for which assistance is requested is/are one of the persons that occupy or occupied the Unit identified in the Application.
2. Landlord is not requesting assistance for any Tenant for any month of assistance prior to March 13, 2020.
3. 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.
4. The Unit(s) identified in the Tenant's Application(s) is/are not, to my knowledge, receiving any other form of rental and/or utility assistance from any source (local, state, federal or private) for the same expenses for the same months or rent portion for which assistance is requested.
5. Landlord will not seek to obtain other assistance for the same Unit(s) 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 acknowledges that the Texas Rent Relief program may share the address(es) of the unit(s) and the months for which Texas Rent Relief assistance is being received with other cities and counties providing other rental assistance in an effort to avoid duplication of benefits.
6. 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.
7. Absent any contrary requirement in state or local law or terms of the lease, if the tenant makes payment through their own financial resources during the course of receiving financial assistance from the Texas Rent Relief program, the landlord can apply the Texas Rent Relief assistance to the month for which it was requested and apply the tenant's payment to a future month (assuming that the tenant does not also receive Texas Rent Relief Program assistance for the same future month), or return the tenant's payment to the tenant.
8. In cases where the tenant is in unit at time of application: 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.
9. Landlord attests that any late fees for nonpayment of rent for which Tenant and Landlord are requesting assistance are lawful and reasonable 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. If late fees are not included in the assistance request, they will not be paid by the program and Landlord will waive/release these fees for the assistance period already covered as described in items 10 and 11, below.



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10. 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 diversion cases, no court costs will accrue or be charged to the Tenant, and the Landlord waives all claims raised in the eviction case.
11. 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. If Tenant is in unit at time of application: 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. The Landlord must dismiss any pending eviction against the tenant case upon receipt of the funds, and may not obtain any eviction judgment against the tenant for any of the grounds prohibited by this paragraph. 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.
12. 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 acknowledges that a copy of this certification will be provided to the Tenant for their records.
13. 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.
14. Landlord certifies the Landlord entity listed on the application is the legitimate owner or management agent of the unit. 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 and apply for assistance and receive payment on behalf of the Landlord.
15. If an eviction case has been or is filed by the Landlord, Landlord agrees to participate in the [Texas Eviction Diversion Program](#), through which courts pause eviction cases while Tenant and Landlord apply for assistance. In that situation, the Landlord will so inform the relevant eviction or appeals court, which will abate the eviction action and make all records relating to the eviction action confidential in accordance to the relevant Supreme Court of Texas Emergency Order(s). Landlord understands that failing to inform the relevant court of its participation in this program shall constitute a violation of program rules and may be considered a misrepresentation by omission and/or fraud. A landlord who obtains an eviction judgment against a tenant in



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violation of any of the requirements of this certification or subsequently attempts to request a writ of possession after funding has been received may be subject to investigation and recapture of funds by the program. Landlord acknowledges that it is not qualified to receive Texas Rent Relief Program funds or Texas Eviction Diversion Program funds if the Tenant has been evicted or otherwise involuntarily removed from the unit; and to the extent any such assistance is received post-eviction, Landlord agrees to repay this assistance to the Texas Department of Housing and Community Affairs within 10 calendar days.

16. Landlord acknowledges that if Tenant has vacated the unit identified in the Application, the Texas Rent Relief Program cannot pay arrears assistance any time after the Tenant was issued an eviction judgment from the unit or if a writ of possession was issued. Texas Rent Relief Program funds may only pay arrears assistance on a previous unit if the Tenant vacated the unit prior to an eviction judgment from the unit or a writ of possession being issued against them. If Tenant has vacated the unit identified in the Application, Landlord certifies that tenant vacated the unit prior to an eviction judgment from the unit or a writ of possession being issued against them, and Landlord acknowledges that the Texas Rent Relief Program may use public records to verify this. In that situation, Landlord also certifies that upon receiving assistance payment:
 - a. Landlord will apply the assistance to the Tenant's account, dismiss/release all actions against the Tenant, and take no future action in pursuit of the rent, and
 - b. If debt has been sent to a collections agency, Landlord acknowledges payment will be made to the tenant directly. If the debt has not been sent to a collections agency, Landlord will not send the past-owed rent arrears/debt to a collections agency in the future for the debt associated with the months of assistance received nor have they already written off the tenant's past owed rental arrears/debt, and
 - c. Landlord will waive any claims against Tenant as a condition of receiving the funds, and
 - d. If the past owed rent arrears/debt were previously reported to credit bureaus, Landlord will report updated information to credit bureaus within 10 calendar days of receipt of assistance.
17. 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. To terminate participation in the program, the Landlord must notify the program by calling 1-833-989-7368 from Monday to Saturday, 8 a.m. - 6 p.m. CST. If the Landlord had additionally consented to participate in the Texas Eviction Diversion Program, the Landlord must also notify the relevant eviction or appeals court to terminate participation.
18. The information provided is true, accurate, and complete, and if requested, Landlord is able to provide further documentation to support any representations.



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

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.

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:
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