

**PRINCE GEORGE'S COUNTY
COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM**

**LANDLORD RENTAL ASSISTANCE AGREEMENT
TENANT-BASED APPLICATION**

Prince George's County
Department of Housing and Community Development
9200 Basil Court, Suite 500
Largo, Maryland 20774

Prince George's County has received and is processing an application for Emergency Rental Assistance for the tenant(s) listed below. Please complete the questions below, sign waiver and return to the ERAP Portal to complete certification. Alternatively, if applicable, you may return the completed and signed agreement via email to the assigned reviewer.

Tenant(s) Name: _____

Tenant(s) Address: _____

Current monthly rent for address listed above: \$ _____

Is tenant unable to pay for current month rent? YES / NO

Is tenant currently in arrears for rent? YES / NO

If tenant is currently in arrears for rent, by how many months? _____

What is total amount of rent owed? _____

Have late fees or legal fees been charged to tenant to date? YES / NO

If yes, what is total amount owed?: _____

By signing this form and in exchange for the Rental Assistance Payment, as the property owner or property manager for the rental unit listed above, I/we agree not to take any self-help measures, declare tenant in breach of lease for non-payment, or file any court, administrative, or other proceeding, to recover rent for (i) tenant default underlying the property owner(s)'s Losses, as identified at Owner Losses Report¹ or (ii) Tenant Holdover action for a period of no less than thirty (30) days following receipt of the rental assistance payments or one hundred twenty (120) days following receipt of the rental assistance payments, as applicable to Landlords receiving prospective rents². Property owner shall withdraw or dismiss any previously-filed proceeding relating thereto.

¹ Owner Losses is defined as the rental arrearages identified on the Tenant's rental ledger, excluding late fees, interest, and other costs associated with tenant default. Utilities covered by the Landlord as identified on the rental ledger shall be treated as rent and as part of the Owner's losses.

² DHCD's provision of ERAP assistance funds for prospective rents is *only* applicable where a tenant has applied and is approved for ERAP relocation/rehousing assistance.

I/we agree not to take any self-help measures or file any court, administrative, or other proceeding to recover possession of the premises for any non-monetary breach for a period of thirty (30) days following receipt of the rental assistance payments or one hundred twenty (120) days following receipt of the rental assistance payments, as applicable to Landlords receiving prospective rents. Provided however, self-help measures, administrative or court proceedings initiated for reasons of public health, safety or criminal activity shall not be a violation of this Agreement.

Additionally, by signing this form, as the property owner or property manager for the rental unit listed above, I/we agree to waive the total late fees, legal fees, interest or other costs associated with the months in which the emergency rental assistance is requested and provided for this tenant.

I/we agree to offer the Tenant(s), in good faith, the option to renew an expired or expiring lease for a period of ninety (90) days.

Where ERAP assistance is used to support an eligible tenant household's rehousing/move to a new rental unit and a security deposit is paid on behalf of the tenant household, by signing this form, the property owner or property manager agree to return all security deposit amounts, paid for with ERAP funds, and not returned to the tenant, back to the Prince George's County.

Further, by signing this form, as the property owner or property manager for the rental unit listed above, I/we agree to reimburse ERA Program funds if it is determined at a later date that the Landlord or its Authorized Agent(s) recorded inaccurate information contained in the Tenant Application that resulted in determining the Tenant eligible for ERA Program financial assistance when Tenant was actually ineligible for said assistance.

I/we agree to reimburse ERA Program funds, within three to five business days of notification from the County, if it is determined at a later date that it or its Authorized Agent(s) received an erroneous payment, duplicate payment or over-payment of ERA Program funds.

Even further, by signing this form, as the property owner or property manager, I/we hereby consent to the disclosure of the contents of this Agreement and the applicable ERAP application, including tenant-specific information or financial information of property owner, pursuant to a request under the Maryland Public Information Act.

_____/_____/_____
Signature: Property Owner/Landlord/Property Manager

Print Name: Property Owner/Landlord/Property Manager