

Program Overview

Case Id: Null

Name: Sample Application

Address:

Program Overview

Please provide the following information.



CALIFORNIA COVID-19 RENT RELIEF PROGRAM

If you received an email invitation to complete this application, please provide the 6-digit TENANT case number provided in the invitation email. If you are initiating this application on behalf of tenants, skip this section and move to Section A: Landlord Information.

Please provide your Tenant's first and last name:

Please provide your Tenant's phone number:

Please provide your Tenant's email address

OVERVIEW

The California COVID-19 Rent Relief program may be able to help the many Californians with unexpected financial hardships created by COVID-19. The program is intended to help eligible households cover unpaid rent and utilities, future payments for rent and utilities, and to provide funding for housing stabilization services.

If you are applying without the landlord, the Program will attempt to contact the landlord by phone and email over a 10 day period to request participation. If the landlord is unresponsive or refuses to participate, assistance for unpaid rent arrears shall be limited to 25 percent of the Eligible tenant household's unpaid rental debt accumulated from

April 1, 2020 through March 31, 2021 payable directly to the Eligible Household as a single payment.

If your landlord is responsive, the Program will request the landlord complete the application and if deemed eligible, will make a payment for 80% of unpaid rent incurred between April 1, 2020 and March 31, 2021 payable directly to the Eligible Landlord. The landlord must forgive the unpaid 20% of unpaid rent.

Payments made for utilities arrears will be made directly to the utility provider.

For an overview of the program, please visit our main page at www.housingiskey.com

If you need assistance completing an application, our Call Center staff can complete the application with you by phone by calling 1-833-430-2122. Call center hours are from 7:00 AM – 7:00 PM Pacific time Monday-Sunday. Language assistance is available.

APPLICATION PRIORITIES

The California COVID-19 Rent Relief Program is not a first come, first serve program. Applications will be reviewed and assistance payments will be processed based on tenant vulnerability (highest to lowest) based on factors such as household income against local AMI, qualification for unemployment benefits, COVID-19 related financial distress, and/or demonstrated risk of housing instability.

There are three application windows where the State and its partner will focus the program outreach effort to increase participation.

First flow of applications will focus on households earning less than 50% AMI. Flow will expand to cover those households disproportionately impacted by COVID-19 and then to all households earning less than 80% AMI.

PAPERWORK NEEDED TO APPLY

All submitted information is subject to cross-referencing across other government and, where applicable, third-party databases.

As part of the Program application, all landlords will be required to submit the following paperwork required to perform the eligibility review: **TAX FORM: Please provide an IRS W-9 Form.**

RENTAL PAYMENT(S) DUE: To verify rent owed, provide **ONE** of the following:

- Lease agreement
- Rent roll

OWNERSHIP: To verify ownership, provide **ONE** of the following:

- Property deed
- Property tax form
- Homeowner insurance

FALSE OR FRAUDULENT PAPERWORK OR STATEMENTS

Falsification of paperwork 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 Title 18, Section 1001 of the United States Code states that a person shall be fined or imprisoned for up to five (5) years for

knowingly and willfully making any materially false or fraudulent statement or representation to any U.S. Department or Agency.

REASONABLE ACCOMMODATION

If you or anyone in your household is a person with disabilities and requires a specific accommodation to apply for this Program, please contact the program call center by phone at 1-833-430-2122.

If reasonable accommodations are required, the program will guide you to a local partner organization that can assist you with your application.

FAIR HOUSING

HCD follows all federal and state requirements related to fair housing and discrimination. HCD also takes steps to affirmatively further fair housing in California and to ensure that all of its programs are free of discrimination. To learn more about fair housing and anti-discrimination, please click the links below. www.neotalogic.com

TO REPORT FRAUD, WASTE, AND ABUSE:

All HCD employees and contractor employees have a responsibility to report fraud, waste, and abuse that they suspect are occurring or have occurred. The public is invited to share such concerns. Any suspected fraud in connection with California's COVID-19 Rent Relief program should be reported to HCD for immediate review. HCD reserves the right to decline funding or participation if it is determined that fraud has occurred.

Report Fraud To:

California COVID-19 Rent Relief program: reportfraud@ca-rentrelief.com

U.S. Department of Treasury: <https://home.treasury.gov/services/report-fraud-waste-and-abuse>

Office of Inspector General: <https://oig.treasury.gov/fraud-alerts>

For General Program Questions, Contact Us Here:

By phone: (833) 430-2122

A. Landlord Information

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A. Landlord General Information

Please provide the following information.

PRIMARY LANDLORD

A.1. Landlord Name (as appears on W9)

A.2. Landlord Address (as appears on W9)

A.3. Landlord Telephone Number

A.4. Landlord Email

A.5. DUNS Number, if applicable

A.6. EIN, TIN or SSN for Payment Records (as appears on W9)

A.7. Did you provide an EIN, TIN, or SSN?

A.8. Please upload a completed and signed [IRS W-9 FORM](#) using the EIN/SSN you select above.

Landlord W9 *Required

A.9. Please select a preferred method of payment.

A.10. If you selected check, please provide the mailing address to receive the check. (NOTE: any payment from the Program will be mailed to this address).

ALTERNATE LANDLORD CONTACT

A.11. Alternate Contact Name (you may choose to provide a Property Manager's name)

A.12. Alternate Contact Telephone Number

A.13. Alternate Contact Email Address

B. Tenant(s) Information

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B. Tenant(s) Information

Please identify all of your tenants that you would like to participate in the California COVID-19 Emergency Rental Assistance Program. Upon submission of this Landlord application, all the tenants listed below will receive an email invitation to participate in the California COVID-19 Emergency Rental Assistance Program. **If you have 10+ tenants and would like to upload tenant information in bulk, please [click here](#) to use the excel spreadsheet to add your tenants. Please upload your excel spreadsheet below where it states "Import Tenants".**

For EACH tenant, use the Upload File button on the right side of each row to provide the following:

- Rent statement or ledger documenting their arrears (by each month if available, including any rental assistance previously paid directly to the landlord, if available).
- Provide Lease or Written Agreement

To edit an existing row, click the icon.

Email Address	Address	Phone Number
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Submit

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Name: Sample Application

Address:

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator. You are not finished until you receive the message "Application Submitted". Also note: please check your Spam email folder if you have not received any emails from Neighborly.

By submitting this Application for California Department of Housing and Community Development ("HCD") California COVID-19 Rent Relief Program (the "Program"), I, as an authorized representative of the Landlord, hereby certify that:

1. Binding Contract. I am hereby entering into a binding contract ("Agreement") with the individual listed as Tenant in this Application and HCD, but only to the extent that HCD determines, in its sole discretion, that Tenant is eligible for the Program. This Agreement is not binding on HCD until HCD approves the financial assistance under the Program.

2. Tenant and Unit Information.

- a. The Tenant named in this Application is one of the persons that is currently occupying the Unit for whom assistance is being requested and Tenant has occupied and will occupy the Unit for all periods for which assistance is being requested.
- b. Tenant and I entered into a residential lease for the housing unit specified within this Application (the "Unit").
- c. The Unit is located at an address within the State of California.
- d. I am the property owner of the Unit or have entered into a management/agency agreement that gives me the authority to lease the Unit and participate in the Program. I will provide HCD with proof of ownership or a Notice of Owner Management Agreement signed by the property owner.
- e. The information provided in the Application regarding the terms of the lease with Tenant, the rent amount, and any utility amounts are true and accurate. I will provide a copy of Tenant's lease or written agreement to HCD or, if there is no current written lease, I will provide documentation regarding the rent owed by the Tenant.

3. Assistance Payments. Tenant requires financial assistance to pay the rental arrears that have accumulated and are owed under the lease, Tenant requires assistance to pay current or future rental payment(s), and/or Tenant requires assistance to pay the arrearages that have accumulated for utility payments that are owed to me or a Utility Provider. I agree to accept financial assistance on behalf of Tenant subject to the requirements herein.

- a. Payments made under the Program for late rent, utilities, and fees may only cover amounts that became due after April 1, 2020 and may not cover any amounts incurred prior to that date. I am not requesting assistance for any amount that became due prior to April 1, 2020.
- b. I acknowledge that in no case am I entitled to a payment for a month that Tenant did not or does not reside at the Unit. I shall return any such payment to HCD immediately.
- c. I will accept payment from the Program via check for the benefit of Tenant, unless HCD approves another form of payment in writing.

- d. I shall not apply for or receive any private or federal assistance that is duplicative of the financial assistance provided under the Program.
- e. I shall repay any duplicate payment or overage to HCD immediately.
- f. I shall apply payments to Tenant's account(s) as directed by HCD.

4. Application of Payments. If Tenant is eligible for assistance under the Program, HCD shall provide me, as Landlord, a breakdown of the amount(s) of assistance being provided in a form similar to the one below and I shall apply the assistance provided accordingly. Such amount(s) of assistance, to be subsequently provided, are hereby incorporated into this Agreement by this reference.

a. Late Rent and Fees Owed to Landlord.

The Amount of Rent owed by Tenant each month under the lease.

The Total Amount of Late Rent Owed being provided to Landlord on the Tenant's behalf.

The Total Amount of Fees Owed being provided to Landlord on the Tenant's behalf for late fees, interest, penalties, and legal and court fees.

b. Current and/or Future Rent Payments.

The number of months of current and/or future rent payments (which may not exceed three months), the amount of each payment, and the total amount Landlord will receive on Tenant's behalf.

c. Utility Arrearage Payments.

The Total Amount of Utility Arrearage Owed being provided to Landlord to cover landlord-provided utilities.

The Total Amount of Utility Arrearage Owed being provided to other Utility Providers on Tenant's behalf.

5. Limits on Assistance. Combining payments made under the Program, Tenant may not receive more than twelve (12) months of cumulative assistance. However, if, at the time of application, Tenant is 12 months or more behind in rent or utility payments, then Tenant may receive up to fifteen (15) months of cumulative assistance. Utility assistance may only be applied toward arrearage, not future payments.

6. Recapture of Funds. If I receive any payment in excess of what is owed to me, I shall immediately return the excess funds to HCD. I shall mail all refund payments to HCD at 2020 West El Camino Ave. Suite 300 Sacramento, CA – 95833 in the form of a check, cashier's check, or money order made payable to the California Department of Housing and Community Development. Payment must reference Tenant's name and the Tenant Case Number.

7. Landlord Obligations.

- a. If the written lease or oral agreement is expired or will expire during the period that assistance under the Program will cover, I will extend the terms of the prior lease at least through the end of the final month for which an assistance payment is made under the Program.
- b. There has been no material violation of the lease by Tenant other than late rent, if applicable, and therefore, I have no factual or legal basis to pursue a judgment for possession or damages against Tenant.
- c. I shall not pursue eviction for any rent or fees due prior to April 1, 2020, but may use other means to collect such arrearage.
- d. I acknowledge that nothing in this certification waives my right to file an eviction based on a nonmonetary default of Tenant.
- e. I hereby waive, release, and discharge any claim for rent arrearage, late fees, or possession against Tenant for nonpayment of rent for any month covered under the Program.

- f. I agree to withdraw any such pending eviction action against Tenant and shall not initiate any future actions for rent payments that are covered under this Agreement.
- g. I agree to not pursue a judgment for possession or damages for any future nonpayment of rent or nonrenewal of the lease for sixty (60) days after the final month for which an assistance payment is made under this Agreement.
- h. My activities conducted and records maintained pursuant to this Agreement are subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- i. I acknowledge that all information collected, assembled, or maintained by the California COVID-19 Rent Relief program pertaining to this certification, except personally identifying information and records made confidential by law or court order, are subject to the California Public Records Act 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 California Public Records Act.
- j. I shall maintain documentation for all payments received and activities conducted under this Agreement. I shall maintain all books, records, and documents containing such documentation for a period of five (5) full years from the date of the final payment I receive under this Agreement. I shall allow audit of such documentation by the State, the Comptroller of the Treasury, or their duly appointed representatives at any reasonable time upon reasonable notice. If applicable, financial statements must be prepared in accordance with generally accepted accounting principles.

8. Judicial Enforcement. I, Tenant, or HCD may judicially enforce this Agreement.

9. Headings. The headings herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Agreement, of any particular provision thereof, or the proper construction thereof.

10. Severability. The invalidity of any clause, part, or provision of this Agreement will not affect the validity of the remaining portions of this Agreement.

11. Governing Law. This Agreement is governed by the laws of the State of California and, where applicable, laws of the United States of America.

By submitting this Application, I certify that all information I provided to HCD is true, accurate, and complete, and if requested, I shall provide further paperwork to support any representations.

I further acknowledge that falsification of information or any material falsehoods or omissions in the Application, including knowingly seeking duplicative benefits, is subject to state and federal criminal penalties. I understand that I am particularly put on notice that Title 18, Section 1001 of the United States Code states that a person shall be fined or imprisoned for up to five (5) years for knowingly and willfully making any materially false or fraudulent statement or representation to any U.S. Department or Agency.

I certify that, by accepting payment under the Program, such payment will be payment in full of the entire rental debt owed by the Tenant and the Tenant's household to me for the specified time period. Furthermore, I hereby release any and all claims for nonpayment of rental debt owed for the specified time period, including a claim for unlawful detainer pursuant to paragraph (2) and (3) of Section 1161 of the Code of Civil Procedure, against the Tenant and the Tenant's household.

Signature _____