



State of Utah  
Department of Workforce Services  
Housing and Community Development Division  
**HOUSING STABILITY SERVICES LANDLORD AGREEMENT**

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Rental Property Address: \_\_\_\_\_

Street address

City

State

Zip code

### Introduction

The federal Emergency Rental Assistance (ERA) program was established to provide emergency financial assistance for rent, utilities, etc. to households that have experienced hardship due to the COVID-19 pandemic. A portion of ERA funds may be used for certain housing stability services. For the purposes of this Agreement, the term Housing Stability Services (HSS) Legal Fees refers solely to attorney fees and court costs incurred by Landlord related to eviction proceedings which Tenant would owe under the Lease or Utah law.

Landlord and Tenant have applied for assistance under the ERA program and have requested payment of HSS Legal Fees to pay certain eviction-related legal costs and fees incurred by Landlord. This agreement sets forth the terms and conditions upon which Landlord may receive funds to cover HSS Legal Fees.

### Terms and Conditions

As a condition of receiving HSS Legal Fees, Landlord certifies, agrees, and covenants as follows:

1. Landlord is the owner or manager of the Property or otherwise possesses legal standing and authority to enforce the terms of the Lease. Tenant does not have any ownership interest in the Property. Tenant and Landlord have a valid Lease and Tenant resides in the Property.
2. After March 13, 2020, Landlord has incurred legal costs and fees related to eviction proceedings against Tenant for nonpayment of rent or other amounts due under the Lease.
3. If any other factual or legal basis for an eviction exists outside of the nonpayment of rent and Landlord included these other allegations in the eviction proceedings and Landlord accepts HSS Legal Fees related to the eviction proceedings, Landlord agrees not to file any summons and complaint for eviction based on these other grounds for fifteen (15) days after signing this Agreement. Landlord may proceed with eviction for Lease violations which did not exist at the time this Agreement is signed or for violations that were not alleged during the previous eviction proceedings.
4. Unless otherwise required under the ERA program, Landlord shall apply any payments accepted from ERA or for HSS Legal Fees as required under the Lease, including covering the legal costs and fees incurred to initiate and pursue eviction proceedings against Tenant for nonpayment of rent or other amounts due under the Lease.
5. If any attorney fees and costs remain unpaid after Landlord accepts HSS Legal Fees, Landlord agrees not to pursue eviction for any unpaid legal costs and fees incurred by Landlord to pursue eviction or collection proceedings against Tenant for nonpayment of rent or other amounts due under the Lease. Landlord shall not assess any additional legal costs or fees against Tenant for performing Landlord's obligations under this agreement.

6. For any month in which Landlord accepts ERA funds on behalf of Tenant and for thirty (30) days thereafter, Landlord shall not take any of the following actions for nonpayment of rent or other amounts due under the Lease: (a) file a summons and complaint for eviction proceedings against Tenant for nonpayment; (b) pursue collection of any amount owed under the Lease; or (c) require Tenant to vacate the Property. However, this paragraph does not forbid the Landlord and Tenant from voluntarily entering an agreement to set a move out date where Tenant will vacate the Property prior to thirty (30) days after having accepted ERA funds.
7. If requested by Tenant, Landlord shall: (a) notify Tenant in writing of its receipt of HSS Legal Fees and that Landlord will take no further efforts to collect the legal costs and fees paid by the HSS Legal Fees; and (b) provide Tenant an accounting for application of the HSS Legal Fees to the legal costs and fees owed by Tenant.
8. If Landlord has reported the eviction proceedings or collection proceedings to any credit reporting agencies, and Landlord has accepted ERA funds or HSS Legal Fees, Landlord shall notify the agency that the eviction or collection against Tenant has been resolved, even if Landlord did not receive payment through the ERA program for all amounts owed by Tenant at the time of Tenant's ERA application. As a condition of receiving ERA funds or HSS Legal Fees, Landlord must work with the Department to ensure that all amounts owed by Tenant at the time of application are reported to the Department so they may be fully settled.
9. Upon written request of the Department of Workforce Services, Landlord shall provide the following records: (a) records demonstrating the costs and fees incurred by Landlord for legal services related to the eviction of Tenant; (b) records that ERA funds were used to pay for the HSS Legal Fees related to the eviction of Tenant; and (c) dismissal or satisfaction documents, if any, of any pending eviction action or proceeding against Tenant. Failure of Landlord to provide these records within thirty (30) days of written request of the Department will create an overpayment in the amount of the HSS Legal Fees paid to the Landlord.
10. If Landlord violates any of the terms and conditions of this Agreement, Landlord shall immediately cease such activity and shall return all HSS Legal Fees received by Landlord to the Department. If Landlord receives an overpayment or is otherwise required to return HSS Legal Fees to the Department: (a) Landlord shall nevertheless credit Tenant for any amounts required to be repaid to the Department; (b) Landlord shall not attempt to collect such amounts from Tenant; and (c) all obligations of Landlord under this Agreement shall remain in effect. This paragraph does not require Landlord to return any ERA funds received for other amounts owed under the Lease.
11. This Agreement does not prohibit Landlord from pursuing claims related to other duties and obligations required under the Lease which are not restricted by this Agreement, including claims related to the condition of the Property (for cleaning, repairs, damages beyond reasonable wear and tear, etc.).

I certify under criminal penalty under the law of Utah that the foregoing information is true and correct. Landlord further acknowledges and agrees to all of the terms and conditions set forth herein and causes this agreement to be executed.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

***Equal Opportunity Employer/Program***

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.