

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, entered into this ____ day of December, 2020, by and between: Housing Families, a nonprofit organization duly organized in accordance with the laws of the Commonwealth of Massachusetts, with principal offices located at 919 Eastern Ave, Malden, MA 02148, hereinafter referred to as the AGENCY; and _____, with principal offices located at _____, hereinafter referred to as the LANDLORD, relating to residential housing units located in the City of Malden at the following address(es): _____, hereinafter the RENTAL PREMISES.

WHEREAS, the COVID-19 pandemic and the resulting economic downturn threatens the housing stability of Malden residents, many of whom are now at a greater risk of falling behind on their rent or being evicted; and

WHEREAS, the AGENCY has an interest in preserving the housing stability of its residents, and avoiding and preventing eviction where possible; and

WHEREAS, the LANDLORD has seen a decrease in rent payments following the onset of the COVID-19 pandemic and the resulting economic downturn, and is experiencing financial pressure as a result; and

WHEREAS, the AGENCY has funding available to assist in rental assistance in response to COVID-19; and

WHEREAS, the LANDLORD warrants and represents that the LANDLORD is in full compliance with all federal, state, Massachusetts, and local codes, regulations, laws and ordinances; and

WHEREAS, the LANDLORD warrants and represents that the LANDLORD is not in arrears on any federal, state, Massachusetts, and local taxes, liens, bills, or other financial obligations; and

NOW THEREFORE, the AGENCY and the LANDLORD enter into this Memorandum of Agreement, the purpose of which is to promote housing stability within the City of Malden by assisting tenants with reducing in part 2020 rent arrears owed by Malden residential tenants at the RENTAL PREMISES. In benefiting from the AGENCY’s initiative to promote housing stability hereunder, the LANDLORD agrees to be bound by the following terms and conditions.

I. DEFINITIONS

Tenant: A residential tenant, with a written lease or written tenancy/rental agreement, who currently resides in a RENTAL PREMISES owned by the LANDLORD and located in Malden, Massachusetts.

Rent: The fixed amount paid by the Tenant to the LANDLORD under the written lease or written tenancy/rental agreement related to the RENTAL PREMISES.

Total Rent Arrears: Any rent arrears owed by the tenant to the LANDLORD in accordance with the Tenant's written lease or written tenancy/rental agreement during the period from March, 2020 through December, 2020.

Loss of Income: Loss of income includes: loss of employment; reduction in employment hours leading to loss of wages; reduction in employment wages/earnings; increased living expenses due to COVID-19; and inability to find employment due to COVID-19.

Eligible Rent Arrears: Rent arrears for the period from March, 2020 to December 2020 that the Tenant was unable to pay due to loss of income or increased living expenses resulting from the COVID-19 pandemic health emergency and resulting economic downturn, which has not already been paid through other financial assistance/duplication of benefit. Eligible Rent Arrears shall not include any portion of Total Rent Arrears for which financial assistance during March, 2020 to December, 2020 has already been paid.

Duplication of Benefit: When TENANT, LANDLORD, and/or RENTAL PREMISES has received financial assistance from any other sources toward payment of rental arrears on the RENTAL PREMISES, which in whole or in part partially diminishes the Total Rent Arrears.

II. RENT ARREARS

The LANDLORD agrees to provide to the AGENCY a current inventory of total rent arrears from the RENTAL PREMISES, including an inventory of RENT, rental unit size, and copies of all written leases and written tenancy/rental agreements related to the RENTAL PREMISES.

The AGENCY will pay Eligible Rent Arrears, not to exceed a total of _____, provided that the amount included as payment for each individual Tenant by the AGENCY does not exceed each tenant's Eligible Rent Arrears, and provided that in accepting payment by the AGENCY, LANDLORD agrees to comply with the following conditions:

- a. The LANDLORD shall credit the AGENCY's payment toward the Tenant's Eligible Rent Arrears. The LANDLORD shall not to charge the Tenant for or attempt to collect Eligible Rent Arrears paid by the AGENCY. The LANDLORD shall provide written notice of receipt of the AGENCY'S payment to the Tenant and the AGENCY

within two business days of receipt of a fully executed Participation Agreement from the AGENCY.

- b. The LANDLORD shall not initiate eviction proceedings, including by filing a Notice to Quit, against the tenant for nonpayment of rent or for no reason, through **April 1, 2021**. The LANDLORD also agrees not to proceed with any existing and/or pending eviction proceedings against LANDLORD'S Tenants relating to the RENTAL PREMISES, and agrees to dismiss any existing eviction proceedings against Tenants and reinstate the Tenant's tenancy, if the tenancy was terminated. The LANDLORD agrees LANDLORD shall notify LANDLORD'S Tenants that LANDLORD shall not initiate eviction proceeds through April 1, 2020, and that LANDLORD shall not proceed with any existing/pending proceedings against Tenants, and provide Dismissal of any existing eviction proceedings to Tenants. LANDLORD agrees to provide said notice within two business days of receipt of a fully executed Participation Agreement from the AGENCY.
- c. For each Tenant assisted, the LANDLORD shall provide the following:
 - i. A completed and signed Participation Agreement, which shall be attached and incorporated into this Memorandum of Agreement, delivered to the AGENCY no later than **December 28, 2020** by 4:00PM, to the following AGENCY office:
ATTN: Jayna Stafford
Housing Families
919 Eastern Ave, Malden, MA 02148
 - ii. The LANDLORD's W-9.
 - iii. The Tenant's current lease, and/or tenancy/rental agreement confirming the Rental amounts itemized in the Participation Agreement, and matching the Tenant, RENTAL PREMISES address and unit on the inventory provided by LANDLORD.
 - iv. A Rent ledger confirming the amounts shown in the Participation Agreement.

III. PROCESSING OF PAYMENT

Upon receipt of the documents outlined in Section II(c) above, the AGENCY shall review the same and, if said documents are satisfactory, execute the Participation Agreement and return copy to the LANDLORD and the Tenant. The AGENCY expects to issue payment under this Agreement and the Participation Agreement to the LANDLORD on or before January 21, 2021.

IV. FUNDING AVAILABILITY

This Memorandum of Agreement is subject to funding availability. Should the funding the AGENCY expects to receive in order to provide payments hereunder be reduced, removed, or otherwise unavailable, for any reason, this Agreement shall become null and void and the AGENCY shall not be obligated to issue any payments hereunder.

V. LANDLORD'S DEFAULT

LANDLORD acknowledges by signing the within Memorandum of Agreement and Participation Agreement attached hereto that LANDLORD agrees to be bound by the terms and conditions herein, and agrees to provide the Tenant's protections outlined herein, in consideration of payments provided by the AGENCY to the LANDLORD hereunder.

In the event of LANDLORD'S failure to comply with any terms and conditions herein, the RENTAL PREMISES Tenant for whom payments have been provided hereunder shall be permitted to present a copy of the within Memorandum of Agreement to any process server, Court, or enforcement authority as proof of the protections afforded herein. The RENTAL PREMISES Tenant shall be entitled to all attorneys fees, relocation fees and costs, and court/process costs due to LANDLORD'S default hereunder, and the LANDLORD shall be obligated to repay to the AGENCY any amounts paid to LANDLORD hereunder, and the LANDLORD shall be responsible for the AGENCY'S attorneys' fees and all costs associated with collection activities and initiation of any proceedings associated with collection of repayments from LANDLORD.

VI. SEVERABILITY

In the event that any of the provisions of this Memorandum are deemed by a Court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect.

VII. JURISDICTION

This Memorandum of Agreement shall be governed under the laws of the Commonwealth of Massachusetts, and any dispute hereunder shall be resolved in the Middlesex County Superior Court. LANDLORD acknowledges and agrees to Commonwealth of Massachusetts jurisdiction and venue in the Middlesex Superior Court and expressly waives the right and ability to assert claims in any other venue, forum or Court.

Witness our hands and seals on this _____ day of December, 2020:

AGENCY

LANDLORD

By:
Name and Title

By:
Name and Title