

Participation Agreement

In accordance with the Memorandum of Agreement entered herewith, this Participation Agreement is entered on this ____ day of December, 2020 by and between the following parties:

I. Parties:

Landlord:

By: _____
Name and Title
Address
City, State ZIP
Phone/ Email

Tenant:

TENANT NAME

Address, Unit #
Malden, MA 02148
Phone/ Email

Agency:

By: _____
Housing Families Inc.
919 Eastern Ave.
Malden, MA 02148
781-322-9119
probonolegalteam@housingfamilies.org

The purpose of this Agreement is to promote housing stability within the City of Malden including protection from eviction through payment of Eligible Rent Arrears. Eligible Rent Arrears means rent arrears for the period from March, 2020 through December, 2020 that the Tenant was unable to pay due to loss of income due to 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/or inability to find employment due to COVID-19. Eligible Rent Arrears shall not include any portion of Total Rent Arrears for which financial assistance during March, 2020 to December, 2020 has been paid.

Housing Families, Inc., the “Agency”, has entered a Memorandum of Agreement, “MOA” with _____, the “Landlord”, to address the outstanding Rent Arrears of _____, the “Tenant”. By entering the MOA, the Landlord has agreed to accept the Tenant’s Eligible Rent Arrears.

In consideration of the payment, the Landlord agrees to waive its right under Massachusetts law to proceed with eviction process against the Tenant for nonpayment of rent or eviction without cause through April 1, 2021. The Tenant acknowledges the Tenant is obligated to continue making all rental payments owed in accordance with the terms and condition of Tenant’s written lease and/or tenancy/rental agreement with Landlord, and to comply with all terms and conditions thereof.

II. Rental Premises Unit Information and Tenant Benefits

Monthly Rent: \$

Rental Start Date: Rental End Date:

Type of Tenancy:

Lease

At Will

Monthly Rental

Number of Bedrooms in Unit:

Rent paid during March, 2020-December 2020:

Financial Assistance payments provided to Landlord for rent from any other source during March 2020-December 2020:

Financial Assistance payments provided to Tenant for housing from any other source during March 2020-December 2020:

Total Rent Arrears Owed: \$

Eligible Rent Arrears Owed: \$

Total Rent Arrears Remaining: \$

If the Total Rent Arrears exceeds the Eligible Rent Arrears, the Agency’s portion shall only include Eligible Rent Arrears.

Eligible Rent Arrears by Month			
March 2020:	\$	August 2020:	\$
April 2020:	\$	September 2020:	\$
May 2020:	\$	October 2020:	\$
June 2020:	\$	November 2020:	\$
July 2020:	\$	December 2020:	\$

III. Landlord Acknowledgements

I certify, by entering into and in accordance with this Agreement, that for myself, and/or as Landlord's authorized agent hereby certify on behalf of the Landlord that:

- I am the owner/Landlord, or the Landlord's authorized agent with authority to bind the Landlord relating to the Rental Premises occupied by the Tenant identified above.
- I certify that the monthly rent, lease term, unit size, and arrears information shown above is accurate.
- I accept payment from the Agency to be credited towards the Tenant's rent in the amount shown above, and agree that no further rental amounts will be charged and no rental amounts accrued as outstanding and owing during the periods for which rent is paid under this Participation Agreement and the MOA entered with the Agency.
- I agree to provide written notice of the same, along with a new rent ledger, to the Tenant and the Agency within two weeks of receiving payment from the Agency.
- I waive my right to initiate eviction proceedings, including by filing a Notice to Quit, against the Tenant for nonpayment of rent or without cause until April 1, 2021. I agree not to proceed with or continue any existing eviction proceeding which has already been initiated against the Tenant. If any such proceeding has been filed in Court, I agree to dismiss the action. I hereby reinstate the Tenant's tenancy under the terms and conditions of the written lease/tenancy/rental agreement which was in place prior to initiating eviction proceedings and/or terminating the tenancy/lease.
- Any default/violation of these terms shall invoke the default provisions of the MOA and I shall be required to repay to the Agency all funds paid by the Agency.
- If the Tenant's lease ends prior to April 1, 2021, or if the tenancy is month to month, the Tenant may elect to extend the tenancy to at least April 1, 2021 under the terms of the existing lease/rental/tenancy agreement.
- I will provide Landlord W-9, written lease/rental/tenancy agreement, and the current rent ledger concurrently with submitting this Participation Agreement and MOA to the Agency. I will provide any additional documentation requested by the Agency.
- I certify that no other funds, including state, federal, local, or private funds, from whatever sources, have been paid for the rental costs described in this Agreement other than amounts, if any, identified above.
- I certify that if I receive other state, federal, local or private funds, from whatever sources, to pay for these costs, I agree to repay the Agency for payments provided hereunder to avoid a duplication of benefits and to comply with federal law governing emergency assistance programs.

- I certify that there will be no attempt in the future to collect rent arrears for which the Agency has provided payment and the balance of which has been forgiven and abated under this Participation Agreement and the MOA, and any existing attempts to collect said rent arrears shall immediately cease.
- I agree that if there is any failure of the Landlord to comply with the requirements of this Participation Agreement and the MOA, the default provisions of the MOA shall be applicable and invoked and the Landlord shall be obligated to repay the Agency all payments provided.

IV. Tenant Acknowledgements

I certify, by entering into and in accordance with this Agreement, that:

- I am the Tenant of the Rental Unit at the address shown above. The Landlord, monthly rent, lease term, unit size, and arrears information shown above is accurate.
- I am unable to pay the Eligible Rent Arrears amount shown above due to: ___ loss of income; ___ 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/or ___ inability to find employment due to COVID-19.
- I have received no other funds and no other funds are available to pay for the rental arrears described in this Agreement. If I receive or have received other funds to pay for these costs, I shall repay to the Agency the amount equal to the funds paid by the Agency to avoid receiving duplicate funds for the same expense and to comply with the federal law governing emergency assistance. Nothing in this Agreement prevents me from receiving assistance for rent not covered under this Agreement.
- I will continue to meet the obligations of my lease, and this includes the obligation to continue making all rental payments owed in accordance with the terms and condition of Tenant’s written lease and/or tenancy/rental agreement with Landlord, and to comply with all terms and conditions of my rental/lease agreement with the Landlord.

By signing below, the Landlord and Tenant acknowledge they have read the terms and conditions, understand the terms and conditions, agree to be bound by the same, and certify under pains and penalties of perjury that the information provided herein is true and accurate:

TENANT

LANDLORD

 Printed Name:
 Address:
 Date:

 By:
 Name and Title
 Address:
 Date:

AGENCY APPROVAL - HOUSING FAMILIES USE ONLY

Upon review of required documentation the following is approved:

NAME, TITLE
Housing Families Inc.