



Serving Menominee, Delta and Schoolcraft Counties

WEATHERIZATION ASSISTANCE PROGRAM
STATE OF MICHIGAN
WEATHERIZATION ASSISTANCE PROGRAM
TENANT'S SYNOPSIS OF THE PROVISIONS CONTAINED
IN THE WEATHERIZATION LANDLORD AGREEMENT

The Department of Human Services weatherization assistance program provides funds to weatherize homes on in eligible households.

Your landlord has entered into an agreement with MDS-CAA / Human Resources Authority, a grantee of the Department of Human Services, to have your building weatherized on your behalf. In return for this weatherization, your landlord has agreed to several provisions that benefit you and give you specific rights. You are called a third party beneficiary to the Agreement. These provisions and rights are summarized for you below:

1. The landlord cannot raise your rent for two years from the date of final inspection, except in cases where the landlord can clearly show increases in property taxes, maintenance, and operating expenses, or other costs not directly related weatherization work. However, if you live in a rent controlled or rent stabilized unit, the landlord may receive approval or normal rent increases.
2. If you happen to move out of your unit within a two year period, the landlord must charge the new tenant the same rent you are being charged.
3. If the owner or landlord sells your building within two years, the new owner must also comply with all provisions of the Agreement.
4. The landlord agreed not to institute any eviction, termination, or possession action against you for one year, unless you fail to fulfill your normal tenant responsibilities.
5. If your landlord tries to raise your rent within two years, you have the right to assert a claim against the landlord in court. If this happens and you need assistance in asserting your claim, call your local legal services office.
6. If the LWO determines that the unit is eligible for a refrigerator replacement, the landlord agrees the replacement will be in accordance with program standards. The refrigerator being replaced will be surrendered without exception. Ownership of replacement refrigerators falls to whomever owns the refrigerator that is being replaced. New refrigerators owned by the landlord must remain in the unit occupied by the weatherization applicant.

Owner of existing refrigerator in this unit:
Owner/Occupant _____ Property Owner/Landlord _____ Renter _____

7. You have the right to see the Agreement signed by your landlord and the Local Weatherization Operator named above who weatherized your unit. You may use the Agreement document as evidence in court to prove your claim. To obtain a copy or see the agreement, you may contact the Local Weatherization Operator by telephone or write to the address as identified on this document.

I verify that I have received a copy of this document.

(Tenant's Signature)



Serving Menominee, Delta and Schoolcraft Counties

MDS-CAA / Human Resources Authority
507 First Ave. North
Escanaba, MI 49829
906.786.7080

WEATHERIZATION ASSISTANCE PROGRAM

LANDLORD AGREEMENT

This agreement applies to buildings containing rental dwelling units, located in the State of Michigan. This agreement is made and entered into by and between

Menominee-Delta-Schoolcraft Community Action Agency
Human Resources Authority
(The Local Weatherization Operator)

(The Owner)

(Premises to be weatherized)

This agreement shall commence on the _____ day of _____, 20_____,
and shall terminate on _____ day of _____, 20 _____

WHEREAS, the Department of Human Services is a state agency responsible for administering federally funded weatherization programs in Michigan in accordance with federal and state laws, and rules and regulations governing the programs; and

WHEREAS, the Department of Human Services has contracted with The Local Weatherization Operator to use said funds to make weatherization materials and weatherization labor available for benefit of eligible households; and

WHEREAS, many eligible households reside in rental housing in buildings containing rental dwelling units which may be weatherized if not less than 66 percent for building with five or more units and 50 percent for two and four unit buildings of the dwelling units in the premises are eligible dwelling units; and

WHEREAS, the eligible households residing in the dwelling units and buildings receiving weatherization assistance are the intended third party beneficiaries of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the parties agree as follows: The Local Weatherization Operator agrees to provide certain weatherization program improvements to the premises of The Owner and occupied by the eligible Tenant(s) cited in Exhibit A. Such improvements may include any or all of the measures identified from the energy audit.

In consideration for the weatherization improvements, The Owner does covenant and agree:

1. The Owner agrees to pay 25% of the total weatherization project cost. (Exhibit D).
2. The Owner agrees that the monthly rental fee of the premises, as shown on Exhibit A, shall not be increased for a period of two years from the commencement date, unless such rental increase can be fully justified due to significant increases in actual operating costs.
3. The Owner agrees to maintain the weatherization materials installed under this Agreement, in accordance with all relevant codes regarding maintenance.
4. The Owner agrees not to evict, terminate, or institute any court action for possession against any eligible dwelling unit tenant for the 12 months following the commencement date, except for:
 - failure to pay rent;
 - violating the terms of the lease (other than to surrender possession upon proper notice);
 - causing substantial damage to the premises;
 - permitting a nuisance;
 - carrying on unlawful business.
5. The Owner agrees that the terms, premises, and obligations of this Agreement shall supersede and be superior to any inconsistent provision of any oral or written lease agreement affecting the rent collected for the eligible dwelling units identified in Exhibit A.
6. The Owner agrees and consents to permit The Local Weatherization Operator and its employees to enter upon the premises for the purpose of making the weatherization improvements. The Local Weatherization Operator is granted the right to inspect the premises and to examine any heating fuel and utility charges and costs with respect to the premises. Representatives of the U.S. Department of Energy and the State are also granted the right to inspect the premises weatherized by The Local Weatherization Operator.
7. In the event that The Owner increases the rent charged to an eligible household occupying an eligible dwelling unit, the occupant(s) of the eligible dwelling unit as third party beneficiaries of the Agreement can assert any direct

claims against The Owner in any action or special proceeding in any court of appropriate jurisdiction.

8. In the event that The Owner initiates any eviction, termination, and/or possession action on an eligible household occupying an eligible dwelling unit, the occupants of the eligible dwelling unit as third party beneficiaries of the Agreement can assert any direct claims against The Owner in any action or special proceeding in any court of appropriate jurisdiction.

9. That for breach of this Agreement, damages, where not otherwise specified, may be awarded in accordance with applicable law.

10. The Local Weatherization Operator shall not be held responsible or liable in any way for the failure to provide work, labor, service, or materials provided for by the terms of this Agreement by reason of federal, state, or local requirements or regulations prohibiting the provision of such work, labor, service, or materials.

11. The Local Weatherization Operator shall provide a synopsis of the terms of this agreement to the households occupying each eligible dwelling unit within 30 days of the date of the commencement date of this Agreement. Further, The Local Weatherization Operator shall provide, or cause the owner to provide, a synopsis of the terms of this Agreement to subsequent households occupying each eligible dwelling unit and to the new and subsequent occupants of eligible dwelling units vacant as of the commencement date of this Agreement.

12. The Local Weatherization Operator shall provide any occupant of an eligible dwelling unit access to this document in accordance with federal and state laws.

13. Exhibits A, B, C, and D shall be signed by appropriate parties and become a part of this Agreement upon signing by both parties. In the event an exhibit cannot be completed at signing, provisions related to those exhibits shall not be considered binding until such times as they are completed, signed by both parties, and attached to this Agreement.

14. The provisions of this Agreement are severable. If any provision of this Agreement is found invalid, such finding shall not affect the validity of this Agreement as a whole or any part or provision hereof other than the provision so found to be invalid.

Signature of Owner or Authorized Representative

Date

Owner's Address

Signature of Local Weatherization Operator Representative

Date

<p>The Local Weatherization Operator will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs</p>

MDS-CAA / Human Resources Authority

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EXHIBIT A
ELIGIBLE DWELLING UNITS AND RENT

The documented eligible dwelling units, including those listed on Exhibit B, which are to be weatherized or caused to be weatherized by this agreement, and each unit's rent as of the commencement date of this Agreement are as follows:

Address	Unit Number	Monthly Rent

Signature of Owner or Authorized Representative

Signature of Local Weatherization Operator Representative

MDS-CAA / Human Resources Authority

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EXHIBIT B
DESIGNATED VACANT ELIGIBLE DWELLING UNITS

The designated vacant eligible dwelling units which are to be rented to or occupied by an eligible household within 180 days in cases of a federal, state, or local government program for rehabilitating or making similar improvements to the dwelling unit(s).

Address	Unit Number

Signature of Owner or Authorized Representative

Signature of Local Weatherization Operator Representative

MDS-CAA / Human Resources Authority

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EXHIBIT C
WORKSCOPE

The National Energy Audit (NEAT) or priority list shall be utilized to determine the appropriate measures for all single family and multi-family (four units or less) homes weatherized with the exception of mobile homes. The NEAT shall allow for the consideration of the following weatherization measures:

Attic insulation (various levels)
Wall insulation
Sillbox insulation
Foundation insulation
Floor insulation (various levels)
Storm windows
Flame retention burners
Furnace tune-ups
Heating system replacements
High efficiency furnaces
Smart thermostats
Duct insulation

Multi-family homes with five or more units will be evaluated for appropriate measures by an agency official subject to the approval by the Department of Human Services.

Signature of Owner or Authorized Representative

Signature of Local Weatherization Operator Representative

MDS-CAA / Human Resources Authority

**WEATHERIZATION ASSISTANCE PROGRAM
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EXHIBIT D
LANDLORD CONTRIBUTION POLICY

The Standards for Assistance of Low-Income Weatherization Code of Federal Regulations 10 CFR Part 440.22 states that Weatherization improvements on rental properties must benefit the low income renter.

10 CFR 440.22 (D) states that funds contributed by a landlords shall be expended in accordance with the agreement between the landlord and the weatherization agency.

The MDS CAA Weatherization Program requires an owner contribution of 25% of the total project cost. The owner will receive a good faith estimate of the total project cost upon completion of an energy audit. The owner will be invoiced for their portion and the contribution and payment is required up front based on this estimate. No work or funds will be expended until the owner portion has been received.

Final costs will be determined at job closing after all applicable invoices have been received. Should project costs exceed the estimate the owner will be invoiced for the balance, conversely if final costs are less than estimated, owners will be reimbursed.

Funds collected through the Weatherization rental program will be used to weatherize additional low-income properties.

Note: Low-income Landlord/owners that personally qualify for Weatherization services and properties owned by non-profits corporations or governmental units are exempt from this contribution policy.

I have read and agree to the terms of the MDS Weatherization Policy and I agree to pay 25% of the total Weatherization work on my rental property.

Landlord/owner signature

Date