

## Summary of Landlord Requirements

Tenant Income -Units receiving HOME funds may only be rented to low and moderate income households. For projects with twelve or more units, 20% must be rented to households with very low incomes as shown on the below chart.

Family Size	Moderate Income	Very Low Income
1	\$39,600	\$24,750
2	\$42,250	\$28,300
3	\$50,900	\$31,850
4	\$56,550	\$35,350
5	\$61,100	\$38,200
6	\$65,600	\$41,050
7	\$70,150	\$43,850
8	\$74,650	\$46,700

Rent Limitations – Units renovated with HOME funds must be rented at HUD’s moderate income rents. For projects with five or more units, 20% must be rented to very low income households using the Low HOME Rents.

Cleveland-Elyria, OH MSA	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
<b>Low HOME Rent</b>	\$529	\$634	\$785	\$909	\$1,026
<b>High HOME Rent</b>	\$529	\$634	\$785	\$1,032	\$1,091

Utility Allowance – HUD provides utility allowance that are deducted from rent for any tenant paid utilities. In this example, if a tenant pays their own electricity and gas for stove, their rent (above) would need to be reduced by the below amounts based on unit size. See below example (may vary depending upon utilities specific to property).

	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
<b>Electricity</b>	\$23	\$26	\$35	\$44	\$53
<b>Stove Gas</b>	\$1	\$1	\$2	\$2	\$3
<b>or</b>					
<b>Stove Electric</b>	\$5	\$6	\$9	\$11	\$14

Evictions – Tenants who do not meet the terms of their lease agreements can be evicted through municipal court. Examples of a justifiable eviction includes: non-payment of rent; serious & repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; and/or other good cause, as defined by lease. The City expects evictions to be taken before the City’s municipal court to create a clear record of justifiable cause for the eviction.

Prohibited Lease Terms and Tenant Protections – Tenants of HOME-assisted units must be protected by a written lease. Leases may not exceed the HOME rent limits. Lease terms must be for a minimum of one year, unless the owner and tenant mutually agree to a lesser term (not less than 30 days) Owners/managers may not terminate a tenant’s lease or refuse to renew his/her lease without good cause. Should a lease be terminated for good cause, tenants must be provided 30-days written advanced notice.

Marketing – Owner/Manager of HOME assisted rental housing must conduct marketing and advertising activities in accordance with applicable fair housing laws and HOME affirmative marketing requirements. These requirements include ensuring all eligible applicants have an equal opportunity to rent HOME-assisted units and providing maximum opportunity to persons with disabilities to rent accessible units, if any.

Routine & Preventative Maintenance – HOME-assisted units and common spaces when completed must meet all applicable HOME standards, including the Federal lead-based paint elimination requirements and local code. Routine and preventative maintenance are essential to meeting ongoing requirements.

Monitoring Compliance and Property Condition – The City or its designee, will conduct regular (annual minimum) monitoring to ensure ongoing compliance with affordability, property condition and related requirements for the entire term of affordability.

Record Keeping – Property owners must keep the following records for the duration of the affordability period and 5 years after: tenant income verifications, leases, unit rents, affirmative marketing and property standards.

**NOTE: This is NOT a complete list of requirements. Make sure to reference your agreement with the City and “Compliance in HOME Rental Projects: A Guide for Property Owners”.**