

North Carolina Weatherization Assistance Program
OPERATION BREAKTHROUGH, INC.

LANDLORD - TENANT AGREEMENT

PERMISSION TO ENTER PREMISES/RENTAL AGREEMENT

- **Landlord, complete this page and the Landlord Certification on page 3.**
- **Landlord, provide proof of ownership**
- **Tenant, complete the Renter Certification on page 3.**
- **Copies must be provided to all parties.**

I, _____, certify that I am the
Name (Please print.)

owner/authorized agent, herein referred to as "owner" for the property located at:

Residence or Physical Address City State

The property is presently rented to the following:

Primary tenant _____

for \$ _____ rent ____ per month ____ year.

Number of rental dwelling units in this structure: _____.

Owner/Agent authorizes _____
as provider of weatherization services; to conduct energy related building inspections and assessments, repairs, and improvements. Any materials installed under this agreement shall remain as part of these premises. We are asking the owners to contribute \$275 towards the cost of weatherization services for each unit. ***If heating/cooling system(s) repairs and replacement are involved, the landlord must contribute 50% of that cost.*** An addendum defining the scope of work to be accomplished on this building will be attached to this agreement following the weatherization assessment, should the owner participate financially.

Please indicate the option you select below.

- _____ Cash contribution (\$275) toward weatherization services (materials costs).
- _____ Landlord wishes to participate in the weatherization program, but without a cash contribution towards weatherization services (materials costs).
- _____ Landlord does not wish to participate in the Weatherization program.
- _____ Waiver of owner contribution based on verification by the weatherization provider that the owner's gross household income does not exceed the program income guidelines, non-profit or HUD supported property, or other documented extenuating circumstance exists.

Only eligible weatherization measures as defined by the North Carolina Weatherization Assistance Program shall be applied to any building. No undue enhancement shall occur to the value of the dwelling units as a result of weatherization work performed. Undue enhancement is defined as any enhancement to a building that increases the value of the property and does not provide energy conservation or health and safety benefits to the tenant.

Commencing on the date the owner and/or tenant signs that work is complete and continuing for a period of twenty-four (24) months, owner agrees not to increase rents on units weatherized. If a lease in effect expires prior to the end of the twenty-four month period, a new lease may be signed, but rents will remain at the previous level until the expiration of the twenty-four month period, unless demonstrably related to matters other than weatherization work. (10CFR 440.22(b) (3) (ii)) “Demonstrably related to matters other than weatherization work performed” is defined as an increase in excess of 25% per year in (1) Fair Market Value of rental units or (2) an increase in property taxes.

Owner also agrees not to terminate or evict any covered tenants or any subsequent tenants, commencing on the date the owner and/or tenant signs that work is complete and continuing for a period of twenty-four (24) months. This provision is in effect provided the tenant complies with all obligations owed to the owner in accordance with any leases or rental agreements between the owner and tenants.

This agreement applies to present tenants and any subsequent tenants for the twenty-four month period.

If a tenant feels they have had rents increased contrary to the provisions of this agreement, or feels they have received an eviction notice without cause, they may contact the local Legal Services Agency or the Weatherization Service Provider.

This agreement shall run with the land and/or weatherized unit in the case of sale or transfer to other owner/agents. The owner is responsible to give official notice of this agreement to any subsequent owners.

Either party to this agreement may bring an action for specific performance of its terms. Tenants residing in dwelling units covered by this agreement are intended third-party beneficiaries of any of the provisions of the agreement related to rental increases, evictions, and terminations of tenancies.

RENTER Certification

I, _____,
Name (Please print.)

certify that I am currently renting a dwelling unit located at:

Residence or Physical Address City State

I have read and understand the terms of this agreement.

Signature Date

LANDLORD (Owner or Authorized Agent) Certification

I have read and agree to the terms of this agreement.

Signature of Owner or Authorized Agent Date

Mailing Address City State Zip

Phone No.: _____ Fax No.: _____

WEATHERIZATION SERVICE PROVIDER Certification

I have read and agree to the terms of this agreement.

Signature of Weatherization Service Provider Authorized Agent Date