

WX-Rental
October 4, 2024

**Kentucky Housing Corporation
Weatherization Assistance Program
Agency/Landlord Weatherization Agreement for Rental Property**

Name of Property: _____
Property Manager: _____
Property Contact Name and Phone #: _____
Property Signature Authority: _____

This AGREEMENT is made and entered into this ____ day of _____, _____
Day Month Year

By and Between _____

Hereinafter referred to as the AGENCY/SERVICE PROVIDER and _____

Hereinafter referred to as the LANDLORD/OWNER/AGENT.

WHEREAS, both the Agency and the Landlord agree to participate in the Weatherization Assistance Program for the rental property located at:

ADDRESS:

Street

City

State

Zip Code

Single Family Multi-Family Mobile

I agree to make a cash contribution in the amount of \$_____ to assist with weatherization repairs and improvements on the above referenced property.

I authorize _____,
(Agency/Service Provider)

To make the weatherization repairs and improvements to the property identified above.

In consideration of the weatherization work to be performed, the parties agree:

1. "Rent" is defined as the tenant's monthly payment to the owner (non-subsidized housing) or the contract rent (subsidized housing).
2. That the Landlord/Owner/Agent will submit a current rent schedule prior to completion of weatherization work upon request of the agency.
3. That there will be no increase on rent on any unit weatherized for a period of eighteen (18) months from the date of the final inspection as documented by the WX-710, Completed

Dwelling Report. Furthermore, the owner shall not alter any other rental agreement that is in place for an eighteen (18) month period beginning with the date of the final inspection. An exception to the rent freeze stipulation is given for those premises leased under a state or federal rent subsidy program which restricts the amount of rent the owner may charge, in which case the actual contract rent charged by the owner shall conform to the standards of the rent subsidy program.

4. That the present tenants, or any successor tenants during the term of this agreement, are the intended beneficiaries of this agreement and shall have a right of enforcement.
5. That in the event the agency determines that the owner/agent has violated the terms of this agreement, the owner/agent shall repay the agency the full value of materials and labor as documented by agency work records.
6. That in the instance that a tenant pays for energy through the rent or the instance in which the tenant does not pay directly for energy (e.g., energy costs are paid through rent, or under certain housing assistance programs, energy cost are paid for through a voucher), the landlord/owner/agent shall submit sufficient detail and explanation to allow a determination that the accrual of benefit requirements in 10 CFR 440.22 have been met. Benefits that could be combined but are not limited to: a) continuation of protection against rent increases beyond that required under the WAP regulations (10 CFR 440.22(b)(3)(ii)); b) Improvements to the head and hot water distribution, and ventilation, to improve the comfort of the tenants; c) Longer term preservation of the property as affordable housing; d) Investment of energy savings in facilities or services that offer measurable direct benefits to tenants; e) Establishment of a shared savings program; f) Investment of the energy savings from the weatherization work in specific health and safety improvements with measurable benefits to tenants; and g) other.
7. That the agency shall provide a copy of this agreement and a synopsis explaining its terms to the tenants. That the owner shall provide a synopsis explaining the terms of this agreement to subsequent tenants of the above rental units, or to the new and subsequent occupants of rental units vacant on the effective date of this agreement.
8. If at any time the owner terminates participation in this agreement the owner/agent shall repay the agency the full value of materials and labor as documented by agency work records. The owner/agency recognizes that if the owner terminates participation in this agreement without such repayment, KHC shall pursue all available legal actions to secure repayment, which shall include all court costs and attorney fees.
9. The owner shall immediately, upon entering into a non-contingent agreement of sale of premises, inform both the agency and tenants by written notice. In the event the owner sells the premises within one (1) year and six (6) months (18 months) after weatherization work is completed, the owner will comply with one of the two following conditions:
 - a. The owner shall repay the agency at the date of sale an amount equal to the amount of the labor and materials used for weatherizing the property listed in this document.
 - b. The owner shall obtain in writing prior to sale the purchaser's agreement to assume the owner's obligations under this agreement.

10. That the property owner will verify ownership of the dwelling(s) at the address indicated.
11. That the property owner will allow the residence to be inspected and will permit full access to the property and its immediate surroundings by weatherization staff and subcontractors of the service provider during all phases of work related to this program.
12. That no undue or excessive enhancement shall occur to the value of the dwelling units as a result of the Weatherization Assistance Program. 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.
13. If a tenant believes the landlord has violated this agreement, the tenant may file a complaint. KHC recommends coordinating with the local dispute resolution center and professional arbitration services when crafting a dispute resolution process. The Subgrantee must make every attempt to resolve the grievance/complaint prior to referring the client to KHC. If the Subgrantee fails to obtain resolution, they may contact KHC for additional assistance. KHC will get involved only after being assured by the Subgrantee that all means to resolve the grievance/complaint have been exhausted. If funded through LIHEAP, the client issue may escalate to the ombudsman at Cabinet for Health and Family Services.

Signed: _____
(Agency/Service Provider)

Date: _____

I, _____ certify that I am the owner/authorized
(Landlord/Owner/Agent)
agent for the property cited above and agree to the terms in this agreement.

I, _____ certify that I am the tenant in the property
(Tenant)
cited above and understand and agree to the terms in this agreement.