

HOME Written Agreement for Security Deposit Grant, Tenant-Based Rental Assistance

Milwaukee County shall provide HOME funds in the amount of \$_____ as a grant to _____ for a security deposit to rent the property located at _____, _____, Wisconsin in accordance with 24 CFR 92.209(j). The deposit shall be paid directly to the landlord, _____. The landlord shall treat this security deposit in accordance with the terms of the lease and Wisconsin Administrative Code ATCP 134. Furthermore 24 CFR 92.253 requires the following tenant and participant protections.

(a) Lease. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

(b) Prohibited lease terms. The lease may not contain any of the following provisions:

(1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

(2) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

(3) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

(4) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

(5) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

(7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

(8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

(c) Termination of tenancy. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

The undersigned agree to the terms stated above.

Signature Milwaukee County Program Manager

Date

Jean Wolfgang

Print Name

Signature Tenant (Head of Household)

Date

Print Name

Signature Landlord

Date

Print Name