

**SUMMIT COUNTY HOME WEATHERIZATION ASSISTANCE PROGRAM**

**LANDLORD TENANT AGREEMENT**

The parties to this agreement are the following:

\_\_\_\_\_ Hereinafter referred to as the **Tenant**.

\_\_\_\_\_ Hereinafter referred to as the **Landlord**.

**SUMMIT COUNTY HOME WEATHERIZATION PROGRAM** Hereinafter referred to as the **Agency**.

The Landlord consents and agrees that the following weatherization work shall be done by the Agency to the property located at:

\_\_\_\_\_

And presently leased to the Tenant: \_\_\_\_\_

The Agency intends to complete the following types of retrofits per the initial inspector’s estimate and the condition of the home:

**Safety inspection of the furnace and hot water tank, tune and clean if required, and wrap the hot water tank. Pressure balancing of rooms and minimal air leakage measures. Insulate attic, sidewalls, floors, and S type fuses if needed.**

**LIMITATIONS ON RENT INCREASES**

1. The present rent for the above described premises is \$\_\_\_\_\_per month, and shall remain the same until after \_\_\_\_\_.
2. The rent shall not be raised at any time during the rental period because of any increase in the value of the rental unit due solely to the weatherization assistance.
3. If there is a prior written agreement between the two parties for a rent increase for the reasons other than the above stated reason, the agreement can be reviewed and evaluated on its merit, and the result will be recorded in the Tenant synopsis.

## **EVICTIION**

**The Landlord will not A) evict, B) terminate, or C) institute any court action for possession of the premises for 12 months following the completion of the work, EXCEPT FOR the following reasons:**

- **Failure to pay rent;**
- **Violating the terms of the lease (other than to surrender possession upon notice);**
- **Causing substantial damage to the premises**
- **Permitting a nuisance; or**
- **Carrying on an unlawful business.**

## **SALE OF PREMISES**

**In the event the Landlord sells the premises within 12 months of the date of the execution of this Agreement, the Landlord will comply with one of the two following conditions:**

**(A) The Landlord shall repay the Agency at the date of sale an amount equal to the amount Of materials and labor supplied by the Agency.**

**(B) The Landlord shall obtain, in writing prior to the sale, the purchaser's agreement to assume the Landlord's obligations under this agreement.**

**The Landlord shall immediately upon entering into an agreement of sale of the premises, inform both the Agency and the tenants, by written notice delivered to the Agency at:**

**Summit County, HWAP  
175 S. Main St. Room 207  
Akron, Ohio 44308**

## **BREACH**

**Damages may be awarded in accordance with applicable law for breach of this agreement.**

**TENANT'S SYNOPSIS OF TERMS**

The Agency shall provide a copy of this Agreement and a synopsis explaining its terms to the Tenant within 15 days of the effective date of this Agreement. Further, the Agency shall provide, or cause the Landlord to provide, a synopsis explaining the terms of this Agreement to subsequent tenants of the above rental unit on the effective date of this Agreement.

**OTHER AGREEMENTS**

That the terms of this Agreement are incorporated into any other lease or agreement between the Landlord and the Tenant, specifically including the Homeowner Contractor Agreement and between the Owner and any successor Tenant during the term of the Agreement, and if there is any conflict between the provisions of the Agreement and the provisions of such other lease or agreement, the provision of this Agreement shall govern.

This Agreement will begin on the date of signature of the parties.

_____	<b>Date</b>	_____	<b>Landlord</b>
_____	<b>Date</b>	_____	<b>Tenant</b>
_____	<b>Date</b>	_____	<b>Agency Representative</b>

**\*\*\*\*\* BOTH PARTIES MUST SIGN THIS AGREEMENT. THIS AGREEMENT MUST ACCOMPANY THE APPLICATION. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL OUR OFFICE AT 330-643-2537.**

**SUMMIT COUNTY HOME WEATHERIZATION ASSISTANCE PROGRAM  
175 SOUTH MAIN STREET, ROOM 207  
AKRON, OHIO 44308  
(330) 643-2537**

**SYNOPSIS OF PROVISIONS IN THE LANDLORD TENANT AGREEMENT**

<b>TENANT</b> _____	<b>LANDLORD</b> _____
<b>ADDRESS</b> _____	<b>ADDRESS</b> _____
<b>CITY, ZIP</b> _____	<b>CITY, ZIP</b> _____
<b>TELEPHONE</b> _____	<b>TELEPHONE</b> _____

You and your Landlord have entered into an Agreement with Summit County Home Weatherization Assistance Program, to have your home weatherized. Your landlord has agreed to several provisions that benefit you and give you specific rights. These provisions and rights are summarized for you below.

1. The Landlord cannot raise your rent until \_\_\_\_\_, unless a waiver was granted for Specific reasons stated below:

\_\_\_\_\_

If your Landlord tries to raise your rent before the above date, you have a right to assert a claim against him/her in court. If you need assistance in this matter, consult the local Legal Aide Society at (330) 535-4191, or the Landlord Tenant Hotline at (330) 376-6191.

2. If you move out of your house before one year from the date the work is completed, the Landlord must charge the same rent to the new Tenant as you are charged.
3. The Agency must provide you with a copy of the signed Landlord Tenant Agency Agreement. You may use the agreement document as evidence in court to prove your claim.
4. This Agreement protects you from eviction for 12 months following the completion of the weatherization work,

**EXCEPT FOR:**

- **FAILURE TO PAY RENT**
- **VIOLATING THE TERMS OF THE LEASE (other than to surrender possession upon notice)**
- **CAUSING SUBSTANTIAL DAMAGE TO THE PREMISES**
- **PERMITTING A NUISANCE; or**
- **CARRYING ON AN UNLAWFUL BUSINESS.**

**The Home Weatherization Assistance Program is an energy efficiency program, not a home rehabilitation program. The program may be unable to assist homes if there are major issues with the home as determined by the initial inspector which may include but are not limited to:**

1. Poor Roof Condition
2. Unsafe wiring, breaker or fuse box
3. Significant plumbing issues
4. Sewer or septic deficiencies
5. Standing water in the basement or crawlspace
6. Pest or vermin infestation
7. Property has been condemned
8. Excessive hoarding resulting in unsanitary conditions