Case Id: Name: Address:

Program Overview

Please provide the following information.

CA COVID-19 RENT RELIEF

CALIFORNIA COVID-19 RENT RELIEF PROGRAM

If you received an email invitation to complete this application, please provide the 6-digit TENANT case number provided in the invitation email. If you are initiating this application on behalf of tenants, skip this section and move to Section A: Landlord Information.

Please provide your Tenant's first and last name:

Please provide your Tenant's phone number:

Please provide your Tenant's email address

OVERVIEW

The California COVID-19 Rent Relief program may be able to help the many Californians with unexpected financial hardships created by COVID-19. The program is intended to help eligible households cover unpaid rent and utilities, future payments for rent and utilities, and to provide funding for housing stabilization services.

Simple 3-Step Application Process

1. Fill out the application to the best of your ability. It will help us to determine if your tenant will qualify for

1 of 10

Once an application is submitted, it can only be "Re-opened" by an Administrator. You are not finished until you receive the message "Application Submitted". Also note: please check your Spam email folder if you have not received any emails from Neighborly. As of Oct. 1, 2021, no new cases can be filed without an application number.

assistance and make sure we send you the right amount of money.

- 2. The State of California will notify your tenant that the Rent Relief process is underway. Your tenant must participate in the program to receive payment. We will begin to process your application only after your tenant submits a corresponding application.
- 3. Once you are done your Case Manager will help you if more information is required. Please respond to any requests for additional information so that your application is complete! You can indicate whether you want to be contacted by email or phone in the application. If you do not respond we will not be able to pay you directly.

Most people take about 30 minutes to complete this secure and private application. We will not share your information without your permission.

What can I do to speed up the process?

- Let your tenant(s) know you have applied. Once you submit the landlord application, please contact your tenant(s) and encourage them to follow the instructions provided in the invitation email (titled "You Are Invited: CA COVID-19 Rent Relief Program" and sent from no-reply@neighborlysoftware.com).
- Watch for emails and/or respond to calls from the California COVID-19 Rent Relief Program.
- Make sure you are uploading the right information. We accept photos, scans, electronic documents, and text files to make it easier to upload your information.
- Provide good contact information for both you and your tenant(s) if possible. Providing your tenant's email address and phone number will help speed up the process.

What should I expect from the program?

- As a participating landlord, payment made on behalf of your tenant(s) will be made directly to you. You will be notified via email when your payment is approved.
- We do not share your application information with your landlord. Your information is private. No information regarding legal status will be provided to any other government agency.
- You can request information on the status of your application by either logging into this application portal, or by calling toll free 1-833-430-2122.

Please do not submit multiple applications as this may result in a lengthier delay in the application review process. Do not submit an application for each tenant. The application you submit should encompass all your rental properties and tenants.

Both you and your tenant(s) will be notified when payment is processed.

Additionally, the CA COVID-19 Rent Relief program does not end on June 30 and will continue to provide financial assistance to renters and landlords until all funds are exhausted. Renters who have paid the required 25% payments during the applicable period are already protected from eviction for non-payment of rent for those months, regardless of their application status.

For an overview of the program, please visit our main page at <u>www.housingiskey.com</u>. You can also locate additional information regarding eviction protections under eviction protection resources in the same website.

If you need assistance completing an application, our Call Center staff can complete the application with you by phone by calling 1-833-430-2122. Call center hours are from 7:00 AM – 7:00 PM Pacific time Monday-Sunday. Language assistance is available.

As part of the Program application, all landlords will be required to submit the following paperwork required to perform the eligibility review: **TAX FORM: Please provide an IRS W-9 Form.**

FALSE OR FRAUDULENT PAPERWORK OR STATEMENTS

Falsification of paperwork or any material falsehoods or omissions in the Application, including knowingly seeking duplicative benefits, is subject to state and federal criminal penalties. You are particularly put on notice that Title 18, Section 1001 of the United States Code states that a person shall be fined or imprisoned for up to five (5) years for knowingly and willfully making any materially false or fraudulent statement or representation to any U.S. Department or Agency.

REASONABLE ACCOMMODATION

If you or anyone in your household is a person with disabilities and requires a specific accommodation to apply for this Program, please contact the program call center by phone at 1-833-430-2122.

If reasonable accommodations are required, the program will guide you to a local partner organization that can assist you with your application.

FAIR HOUSING

HCD follows all federal and state requirements related to fair housing and discrimination. HCD also takes steps to affirmatively further fair housing in California and to ensure that all of its programs are free of discrimination. To learn more about fair housing and anti-discrimination, please click the links below. <u>www.neotalogic.com</u>

TO REPORT FRAUD, WASTE, AND ABUSE:

All HCD employees and contractor employees have a responsibility to report fraud, waste, and abuse that they suspect are occurring or have occurred. The public is invited to share such concerns. Any suspected fraud in connection with California's COVID-19 Rent Relief program should be reported to HCD for immediate review. HCD reserves the right to decline funding or participation if it is determined that fraud has occurred.

Report Fraud To:

California COVID-19 Rent Relief program: <u>reportfraud@ca-rentrelief.com</u> U.S. Department of Treasury: <u>https://home.treasury.gov/services/report-fraud-waste-and-abuse</u> Office of Inspector General: <u>https://oig.treasury.gov/fraud-alerts</u>

For General Program Questions, Contact Us Here: By phone: (833) 430-2122

A. Landlord Information

Case Id: Name: Address:

A. Landlord General Information

Please provide the following information.

PRIMARY LANDLORD

- A.1. Landlord Name (as appears on W9)
- A.2. Landlord Address (as appears on W9)
- A.3. Landlord Telephone Number
- A.4. Landlord Email
- A.5. DUNS Number, if applicable
- A.6. EIN, TIN or SSN for Payment Records (as appears on W9)
- A.7. Did you provide an EIN, TIN, or SSN?
 - Yes No
- A.8. Please upload a completed and signed IRS W-9 FORM using the EIN/SSN you select above.

Landlord W9 *Required

**No files uploaded

A.9. Please select a preferred method of payment.

A.10. If you selected check, please provide the mailing address to receive the check. (NOTE: any payment from the Program will be mailed to this address).

ALTERNATE LANDLORD CONTACT

A.11. Alternate Contact Name (you may choose to provide a Property Manager's name)

A.12. Alternate Contact Telephone Number

A.13. Alternate Contact Email Address

A.14. Vacated Units: Are you requesting assistance for unpaid rents owed by any former tenants who are no longer residing in the unit? Unpaid rents would need to be from the covered period.

Yes No

If Yes: The former tenant must complete a tenant application to confirm eligibility. Payments for rents owed by tenants who vacated the unit may only be payable to the landlord and must be used to cover rents owed during the applicable period. Please identify the name(s of former tenants for whom you are requesting payment. Please note you will also need to upload complete tenant and unit information in the next step of this application (under B. Tenant Information. Current contact information is critical in processing claims for vacated units.

Number of Vacated Units:

Former Tenant Name (please enter full tenant names separated by a semicolon ; :

A.15. Is the rental property a subsidized unit that requires tenant income verification for eligibility? Subsidies include Housing Choice Vouchers, Low-Income Housing Tax Credits, Tenant-Based Rental Assistance, Veteran Affairs Supportive Housing, or other income restricted housing that required income verification and recertification for eligible tenants.

Yes No

If yes, Please indicate the name of the tenant, the subsidy source, the applicable income limit (e.g. 30% AMI, 60% AMI, 80% AMI for the unit, and the date of the last tenant recertification for each subsidized unit for which you are requesting assistance.

Number of Vacated Units:

Tenant Name Subsidy Income Limit Recertification Date

A.16. Have you or do you intend to file for eviction against this tenant for nonpayment of rents during COVID-19?

Yes No

If yes, Please indicate the name of the tenant(s) below For more information about eviction requirements under SB 91, please reference homeowner resources in <u>housingiskey.com</u>

Number of Vacated Units that you are seeking eviction against:

Tenant Name (please enter full tenant name(s) separated by semicolon ;):

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B. Tenant(s) Information

Case Id: Name: Address:

B. Tenant(s) Information

Please identify all of your tenants that you would like to participate in the California COVID-19 Emergency Rental Assistance Program. Upon submission of this Landlord application, all the tenants listed below will receive an email invitation to participate in the California COVID-19 Emergency Rental Assistance Program. **If you have 10 or more tenants and would like to upload tenant information in bulk, please click here click here to use the excel spreadsheet to add your tenants all at once. Please upload your excel spreadsheet below where it states "Import Tenants".**

For EACH tenant, use the Upload File button on the right side of each row to provide the following:

- Rent statement or ledger documenting their arrears (by each month if available, including any rental assistance previously paid directly to the landlord, if available).
- Provide Lease or Written Agreement
- If the rental property is a subsidized unit that requires tenant income verification for eligibility, please upload tenant's income and recertification documents.
- If you cannot get your tenant's email address or if your tenant does not have an email address, we encourage you to support your tenant in calling (833-687-0967) to make an appointment with an application assistance professional for free application assistance.
- To complete this portion of the application, for every tenant whom you do not have an email, use support@carentrelief.com in tenant information. This will initiate a support ticket to assist your case manager in connecting your application with your tenant. Do not use your email address or include a false email, as that will compromise your application and may result in the application being labeled as fraudulent.

Email Address	Address	Phone Number

Case Id: Name: Address:

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator. You are not finished until you receive the message "Application Submitted". Also note: please check your Spam email folder if you have not received any emails from Neighborly.

By submitting this Application for California Department of Housing and Community Development ("HCD") California COVID-19 Rent Relief Program (the "Program"), I, as an authorized representative of the Landlord, hereby certify that:

1. <u>Binding Contract.</u> I am hereby entering into a binding contract ("Agreement") with the individual listed as Tenant in this Application and HCD, but only to the extent that HCD determines, in its sole discretion, that Tenant is eligible for the Program. This Agreement is not binding on HCD until HCD approves the financial assistance under the Program. For the purposes of this Agreement the term "lease" refers to any formal or informal rental agreement between a landlord and tenant.

2. Tenant and Unit Information.

- a. The Tenant named in this Application is one of the persons that is currently occupying the Unit for whom assistance is being requested and Tenant has occupied and will occupy the Unit for all periods for which assistance is being requested.
- b. Tenant and I entered into a residential lease for the housing unit specified within this Application (the "Unit").
- c. The Unit is located at an address within the State of California.
- d. I am the property owner of the Unit or have entered into a management/agency agreement that gives me the authority to lease the Unit and participate in the Program. I will provide HCD with proof of ownership or a Notice of Owner Management Agreement signed by the property owner.
- e. The information provided in the Application regarding the terms of the lease with Tenant, the rent amount, and any utility amounts are true and accurate. I will provide a copy of Tenant's lease or written agreement to HCD or, if there is no current written lease, I will provide documentation regarding the rent owed by the Tenant.
- f. Tenant's completion of the application based on the contract rent does not constitute an admission or a waiver of tenant's right to contest the rental value based on habitability.

3. <u>Assistance Payments.</u> Tenant requires financial assistance to pay the rental arrears that have accumulated and are owed under the lease, Tenant requires assistance to pay current or future rental payment(s), and/or Tenant requires assistance to pay the arrearages that have accumulated for utility payments that are owed to me or a Utility Provider. I agree to accept financial assistance on behalf of Tenant subject to the requirements herein.

a. Payments made under the Program for late rent, utilities, and fees may only cover amounts that became due after April 1, 2020 and may not cover any amounts incurred prior to that date. I am not requesting assistance for any amount that became due prior to April 1, 2020.

- b. I acknowledge that in no case am I entitled to a payment for a month that Tenant did not or does not reside at the Unit. I shall return any such payment to HCD immediately.
- c. I will accept payment from the Program via check for the benefit of Tenant, unless HCD approves another form of payment in writing.
- d. I shall not apply for or receive any private or federal assistance that is duplicative of the financial assistance provided under the Program.
- e. I shall repay any duplicate payment or overage to HCD immediately.
- f. I shall apply payments to Tenant's account(s) as directed by HCD.

4. <u>Application of Payments.</u> If Tenant is eligible for assistance under the Program, HCD shall provide me, as Landlord, a breakdown of the amount(s) of assistance being provided in a form similar to the one below and I shall apply the assistance provided accordingly. Such amount(s) of assistance, to be subsequently provided, are hereby incorporated into this Agreement by this reference.

a. Late Rent Owed to Landlord.

The Amount of Rent owed by Tenant each month under the lease. The Total Amount of Late Rent Owed being provided to Landlord on the Tenant's behalf.

 b. <u>Current and/or Future Rent Payments.</u> The number of months of current and/or future rent payments (which may not exceed three months), the amount of each payment, and the total amount Landlord will receive on Tenant's behalf.

5. <u>Limits on Assistance</u>. Combining payments made under the Program, Tenant may not receive more than twelve (12) months of cumulative assistance. However, if, at the time of application, Tenant is 12 months or more behind in rent or utility payments, then Tenant may receive up to fifteen (15) months of cumulative assistance.

6. <u>Recapture of Funds.</u> If I receive any payment in excess of what is owed to me, I shall immediately return the excess funds to HCD. I shall mail all refund payments to HCD at 2020 West El Camino Ave. Suite 300 Sacramento, CA – 95833 in the form of a check, cashier's check, or money order made payable to the California Department of Housing and Community Development. Payment must reference Tenant's name and the Tenant Case Number.

7. Landlord Obligations.

- a. I shall not pursue eviction for any rent or fees due prior to April 1, 2020, but may use other means to collect such arrearage.
- b. I acknowledge that nothing in this certification waives my right to file an eviction based on a nonmonetary default of Tenant.
- c. I hereby waive, release, and discharge any claim for rent arrearage, late fees, or possession against Tenant for nonpayment of rent for any month covered under the Program.
- d. I agree to withdraw any such pending eviction action against Tenant and shall not initiate any future actions for rent payments that are covered under this Agreement.
- e. My activities conducted and records maintained pursuant to this Agreement are subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- f. I acknowledge that all information collected, assembled, or maintained by the California COVID-19 Rent Relief program pertaining to this certification, except personally identifying information and records made confidential by law or court order, are subject to the California Public Records Act and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract

subject to and in accordance with the California Public Records Act.

g. I shall maintain documentation for all payments received and activities conducted under this Agreement. I shall maintain all books, records, and documents containing such documentation for a period of five (5) full years from the date of the final payment I receive under this Agreement. I shall allow audit of such documentation by the State, the Comptroller of the Treasury, or their duly appointed representatives at any reasonable time upon reasonable notice. If applicable, financial statements must be prepared in accordance with generally accepted accounting principles.

8. Judicial Enforcement. I, Tenant, or HCD may judicially enforce this Agreement.

9. <u>Headings.</u> The headings herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Agreement, of any particular provision thereof, or the proper construction thereof.

10. <u>Severability</u>. The invalidity of any clause, part, or provision of this Agreement will not affect the validity of the remaining portions of this Agreement.

11. <u>Governing Law.</u> This Agreement is governed by the laws of the State of California and, where applicable, laws of the United States of America.

By submitting this Application, I certify that all information I provided to HCD is true, accurate, and complete, and if requested, I shall provide further paperwork to support any representations.

I further acknowledge that falsification of information or any material falsehoods or omissions in the Application, including knowingly seeking duplicative benefits, is subject to state and federal criminal penalties. I understand that I am particularly put on notice that Title 18, Section 1001 of the United States Code states that a person shall be fined or imprisoned for up to five (5) years for knowingly and willfully making any materially false or fraudulent statement or representation to any U.S. Department or Agency.

I certify that, by accepting payment under the Program, such payment will be payment in full of the entire rental debt owed by the Tenant and the Tenant's household to me for the specified time period. Furthermore, I hereby release any and all claims for nonpayment of rental debt owed for the specified time period, including a claim for unlawful detainer pursuant to paragraph (2) and (3) of Section 1161 of the Code of Civil Procedure, against the Tenant and the Tenant's household.

Signature