



## FREQUENTLY ASKED QUESTIONS: THE HOPE LANDLORD AND TENANT AGREEMENT

The NC Housing Opportunity and Prevention of Evictions (HOPE) Program is an initiative serving 88 counties that provides rent and utility assistance to eligible low-income renters experiencing financial hardship due to COVID-19. The program works to prevent evictions and utility disconnections in order to promote housing stability during the ongoing pandemic. The NC Office of Recovery and Resiliency, a division of the NC Department of Public Safety, administers the HOPE Program.

### What is the HOPE Landlord and Tenant Agreement?

The [HOPE Landlord and Tenant Agreement](#) (HOPE LTA, or LTA) is an agreement that acts as an amendment to the lease between the landlord and tenant. If there is an oral lease or a hold-over lease at the time of the application, the HOPE LTA will formalize that informal lease agreement. The HOPE LTA must be signed by the tenant and the landlord before HOPE rent assistance payment may be made to the landlord. The landlord and tenant should read the HOPE LTA in its entirety, as this FAQ only provides general information.

### What does the LTA require from the landlord?

Generally, the HOPE LTA requires that landlord not evict for non-payment of rent for a certain period of time. More specifically, the landlord must:

- Not evict for nonpayment of rent for at least 60 days from the date that HOPE rent assistance ends (known as the eviction protection period),
- Provide a W-9 to the HOPE Program,
- Properly apply HOPE rent assistance to rent arrears and future rent,
- Waive certain fees such as late fees, penalties, and legal fees,
- Extend the lease for the period that HOPE assistance applies,
- Avoid duplication of benefits, which means the landlord cannot accept HOPE assistance that duplicates other rent assistance (in other words, no “double-dipping”).

### Does a landlord give up all lawful rights to evict the tenant by signing the HOPE LTA?

The tenant is protected from eviction resulting only from non-payment of rent, utilities, and related fees during the months HOPE rent assistance is provided and for at least 60 days from when the rent assistance ends.

### What if the tenant receives a Housing Choice Voucher, or the property is HUD subsidized?

Landlords that are subsidized housing providers and tenants living in government-subsidized housing

are subject to different requirements and assistance. These tenants and landlords will sign a different HOPE LTA made specifically for subsidized housing tenants and providers.

**How much rent should the landlord and tenant expect as part of the assistance?**

The new phase of the HOPE Program will pay the monthly rent the tenant owes, up to the fair market rent for a two-bedroom apartment in the county where the tenant resides. You can find the county fair market rent limits using the [2021 HUD Fair Market Rent Documentation System](#). Eligible applicants can receive up to 12 months of rent assistance, which includes up to nine months of past due rent. Rent assistance provided during the first phase of the HOPE Program counts towards the total 12 months of total rent assistance that an applicant can receive.

The program also pays three months of future rent at a time, with 12 months being the maximum amount of assistance the program can provide in total. If the applicant has not exhausted 12 months of rent assistance, and funds are available, then an applicant may apply for additional rounds of rent assistance if they still require rent assistance. Federal grant guidance requires that applicants re-apply and re-qualify every three months to ensure that the applicant continues to qualify for assistance.

**What if my tenant’s rent is more than the amount that the HOPE Program pays? Does the program require that I forgive or waive that extra rent owed?**

If your tenant owes more than the HOPE Program pays, those additional amounts are still owed by your tenant. However, by signing the LTA, you are agreeing to not evict for non-payment of those amounts during the covered period.

**What fees are covered by the HOPE Program, in addition to rent, and what costs must be waived by the Landlord?**

HOPE Program Matrix on Lease Fees and Costs	
<p><b>COVERED BY HOPE</b></p> <ul style="list-style-type: none"> <li>• Back-owed rent.</li> <li>• Future rent.</li> <li>• Existing fees or surcharges established and included in the lease payment, including recurring pet fees, insurance fees, utility fees, or other fees if present at the time of signing of the lease and included in the lease.</li> </ul>	<p><b>NOT COVERED</b></p> <ul style="list-style-type: none"> <li>• Late fees or penalties (must be waived by landlord).</li> <li>• Legal fees incurred by the landlord for the purpose of eviction proceedings or any other disputes (must be waived by landlord).</li> <li>• Costs incurred by those not included in the lease.</li> <li>• Damages, including property damages.</li> <li>• Cost of furnishings or equipment.</li> <li>• Lease drafting, administrative, or accounting fees either by applicant or landlord.</li> <li>• Equipment storage agreements or leases.</li> <li>• Commercial, agricultural or other non-residential leases</li> <li>• Costs incurred for lease not occupied by the applicant as their primary residence.</li> </ul>

	<ul style="list-style-type: none"> <li>Arrears accrued prior to April 1, 2020 or those not related to a COVID-19 economic related impact.</li> </ul>
<p><b>FEES AND COSTS TO BE <u>WAIVED OR REMOVED</u> BY THE LANDLORD</b></p> <ul style="list-style-type: none"> <li>Costs or fees relating to the dismissed or withdrawn eviction.</li> <li>For rent and months covered by the HOPE Program, the Landlord must waive the fees associated with that rent. For example, a fee imposed for late rent.</li> <li>Any late fees, penalties or charges (outside of rent) incurred between April 1, 2020 and 60 days from the last month of applicable HOPE rent assistance.</li> </ul>	<p><b>COSTS OR FEES SUBJECT TO A <u>PAYMENT PLAN</u></b></p> <p>Under the second phase application for HOPE, there is no requirement for a payment plan. However, the landlord and tenant are strongly encouraged to enter into a payment plan for rent or fees not covered by the HOPE program.</p>

### Can a landlord refuse to follow the terms of the HOPE LTA?

Once the HOPE LTA is signed by both the tenant and landlord, the HOPE LTA becomes an enforceable agreement where the Landlord and Tenant must abide by the HOPE LTA terms.

### What requirements are there generally for tenants?

Generally, tenants are required to avoid duplication of benefits and provide truthful information to the HOPE Program to receive the rental assistance. Tenants must provide a lease or other evidence of a lease agreement, such as proof of payment of past rent or a statement from the landlord with basic information on the lease agreement. A [Lease Summary form](#) is available for landlords to use to help applicants apply. You do not need to use this form but the statement must include the renter’s name, the rent amount due monthly (and other monthly recurring fees), the rent address, how many months late the tenant ends, and when the lease ends if the end date is defined in the current lease agreement.