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HOME Investment Partnerships Program
Community Development Block Grant
Rental Assistance Contract

This Tenant Based Rental Assistance contract (the "**Contract**") is entered into between the City of North Miami ("**Program Administrator**"), Oakdale Heights Security Trust, LLC ("**Owner**"), and **Mei Regnier** ("**Tenant**") as of the "**Contract Start Date**" as such terms are identified in **Exhibit A, Project Specific Information,** attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW

This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under an emergency Tenant Based Rental Assistance ("**ETBRA**") Program (the "**Program**"), as described herein, funded by the City of North Miami (the "**PJ**"), which is a participating jurisdiction under the HOME Investment Partnerships Program ("**HOME**") administered by the United States Department of Housing and Urban Development ("**HUD**") pursuant to 24 CFR part 92.

The purpose of the Program is to provide emergency housing assistance to assist the Tenant who has experienced financial hardship as a result of the COVID-19 pandemic pursuant to various flexibilities provided for in a HUD memorandum entitled "Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic," issued on April 10, 2020, as amended (the "**April 2020 TBRA Memo**") and extended through September 30, 2021 (the 'extended waiver period") on December 4, 2020.

In accordance with the terms of this Contract and Program requirements, the Program Administrator has reviewed the lease agreement for the housing unit identified in Exhibit A (the "**Unit**") and will make a Rental Assistance Payment for three (3) months not to exceed Four Thousand Dollars ($4,000.00) to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as **Exhibit B** (the "**Lease**") and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

SECTION 2 – TERM OF THIS CONTRACT

The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the **"Contract End Date**" identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond September 30, 2021, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum extended by the December 4, 2020 Memorandum (the "extended waiver period"), in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD's waiver of the TBRA requirements in 24 CFR 92.209 expires.

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED

The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party's compliance with this Contract's terms and requirements.

Rental Assistance Payment
The rent due each month to the Owner under the Lease is identified in Exhibit A (the "**Contract Rent**"). The Owner shall not increase the Contract Rent during the term of this Contract.

Owner/Representative Initials: SD

The Program Administrator will provide a one time "**Rental Assistance Payment**" in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the "**Tenant Contribution**" identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator's Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

SECTION 4 – OWNER REQUIREMENTS

4.1 Owner Certification
During the term of this Contract, the Owner certifies that:

a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
b) The Owner will comply in all material respects with this Contract; and
c) The Unit is leased to and, to the best of the Owner's knowledge, is occupied by the Tenant; and,
d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
e) Other than the Tenant's Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
f) To the best of the Owner's knowledge, the Unit is used solely as the Tenant's principal place of residence; and
g) The Tenant does not own or have any interest in the Unit; and
h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

4.2 Rental Assistance Payments and Overpayment
The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract's provisions. The Owner agrees that, absent written notice to the Program Administrator and

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return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed upon date.

DS

Owner/Representative Initials: SD

If the Program Administrator determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator may require Owner to refund any overpayment to the Program Administrator.

4.3 Property Standards

Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the Lease.

DS

Owner/Representative Initials: SD

4.4 Lead Based Paint

In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following safe work practices.

4.5 Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD's programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
c) The Owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

4.6 Inspections, Records, and Cooperation

The Owner agrees to provide any information pertinent to this Contract which the Program Administrator, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to

provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner's records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or "**GAO**"). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

SECTION 5 – TENANT REQUIREMENTS

5.1 Tenant Certification and Representations

During the term of this Contract, Tenant hereby certifies that:

a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant's application for assistance, including but not limited to disclosure of all household income; and
b) The Unit is the Tenant's primary place of residence; and
c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and
d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant's household; and
e) The Tenant does not own or have any interest in the Unit; and,
f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner's family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and
g) As of the date of this Contract, the Tenant's household occupying the unit includes the following members:

Name *(First, M., Last)*	Party to Lease	Minor/Under 18
Mei Regnier	☒	☐
Yvonne Regnier St. Charles	☒	☐
Tasheed Toussaint	☐	☒

5.2 Tenant Obligations

During the term of this Contract, Tenant will:

a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
b) Comply with the Lease in all material respects; and
c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an

immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and

d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

SECTION 6 – PROGRAM ADMINISTRATOR ROLE

The Program Administrator will (i) determine Tenant and Owner's eligibility for participation in the Program, (ii) monitor Tenant and Owner's compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant's performance under the Lease or for any damages of any sort caused by the Tenant's action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

a) The Tenant to enforce this Contract against the Owner; or
b) The Owner to enforce this Contract against the Tenant; or
c) For either the Owner or Tenant to make any claim against HUD or PJ; or
d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

SECTION 7 – MODIFICATIONS TO LEASE

Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and

Owner/Representative Initials: DS SD	Tenant Initials: K MR

SECTION 8 – DEFAULT AND ENFORCEMENT

8.1 Default

Any of the following will be deemed a default under this Contract:

a) Any violation of this Contract by the Tenant or Owner; or
b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

8.2 Enforcement

In the event of a default, the Program Administrator will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator may:

a) Terminate the Owner's or Tenant's participation in the Program and cancel future payments to or on behalf of the Tenant; or
b) Require the return of payments related to the default made under this Contract; or
c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

SECTION 9 – MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest

Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a "**Covered Person**," that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such

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activities. This provision applies to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

9.2 Assignment

Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the Program Administrator. Any approval of assignment will be in the sole discretion of the Program Administrator and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.

If the Owner requests the Program Administrator consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator pertinent to the proposed assignment.

9.3 Entire Contract, Interpretation, and Amendments

a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.
c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

9.4 Headings and Pronouns

The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

IN WITNESS THEREOF, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

Owner DocuSigned by: Scott Dalton 175D62E5FB70460... Owner/Landlord Representative Signature	Scott Dalton Oakdale Heights Security Trust, LLC Owner of Property	Date: 1/22/2021

Tenant Signature	Mei Regnier Tenant	Date: 01-14-2021

Program Administrator DocuSigned by: B98C99AB13F54BA... Authorized Representative Signature	Alberte Bazile Print Name	Date 1/22/2021

Attest: **City of North Miami, a Florida Municipal Corporation**

Approve as to Form and Legal Sufficiency DocuSigned by: 8AF8443D714D491... Signature	Jeff P.H. Cazeau, Esq. City Attorney	Date 1/22/2021

DocuSigned by: DS E0514CC216694D9... Signature	Theresa Therilus, Esq. City Manager	Date 1/25/2021

DocuSigned by: BB47A3B4B262492... Signature	Vanessa Joseph, Esq. City Clerk	Date 1/25/2021

EXHIBIT A: PROJECT SPECIFIC INFORMATION

Parties to this Contract		
Program Administrator	City of North Miami	
Owner	Oakdale Heights Security Trust, LLC	
Tenant	Mei Regnier	
Contract Dates		
Contract Start Date: 1/25/2021	**Contract End Date:** 09/30/2021	
Unit & Lease Information		
Unit (Address and Unit #): 14305 NE 6 Avenue, Apt 5, North Miami, FL 33161		
Lease Start Date: Month-to-Month	Lease End Date:	
Contract Rent (total due under Lease): $820.00 per month		
Rental Assistance		
Tenant Contribution:	**Rental Assistance Payment**: $820.00 (Jan)	
Rental Assistance from Other Programs		
Is other rental assistance (e.g. Section 8/State/Local funds) received? ☒ Yes ☐ No If yes, monthly amount of $0.00 paid to ☐ Tenant or ☒ Owner from (source): State		
Payment Information		
Rent Payable to:	Oakdale Heights Security Trust, LLC	
Mailing Address:	1200 West Avenue #527 Miami Beach, FL 33139	
Electronic Payment Instructions	Financial Institution:	N/A Checks will be issued to Landlord/Owner
	Routing Number:	
	Account Number	
	Account Holder Name:	

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EXHIBIT B: EXISTING LEASE

{Attach copy of the Lease for the HOME-TBRA assisted Unit}

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30-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: Mei Regnier, Resident(s) and all others in possession of Apt. No. 5, located at (Street Address) 14305 NE 6th Avenue in the city of North Miami, Florida, 33161

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that thirty (30) days after service upon you of this notice or beginning April 1, 2020, whichever is later, the terms of your rental agreement for the above described property are hereby changed as follows:

☑ **YOUR MONTHLY RENT** shall be increased from $795.00 per month to $820.00 per month, an increase of $25.00 per month.

☐ **YOUR SECURITY DEPOSIT** shall be increased from $_____ to $_____, an increase of $_____.

☐ **TOTAL AMOUNT DUE** and payable by the above stated time period:

New Monthly Rent:	$820.00
Security Deposit Increase:	$0
Other:	$0
Total Due:	$820.00

☐ **OTHER CHANGES:**

_____

_____

_____

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) February 20, 2020

Oakdale Heights Security Trust LLC-Series C, OWNER(S)

By: Scott Dalton, AGENT

Scott Dalton / Oakdale Heights Security Trust, LLC-Series C
1200 West Ave #527, Miami Beach, FL 33139
949-259-3916

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B.S.T. Investments, LLC.
2150 N.W. 19th Ave.
Miami, FL. 33142

Monthly Rental Amount:$ 680.00

First Month:$ _____

Deposit:$ 680

Security:$ _____

TOTAL:$ _____

Security deposit will be returned once the tenant has removed all personal belongings from the premises and all keys have been returned to the management office. The apartment **must** be inspected prior to the return of the deposit. The apartment must be in good condition in order to receive full refund. Tenant must notify B.S.T. Investments, Inc. 30 days prior to moving.

Sincerely,

B.S.T. Investments, Inc.

8-22-13
Date

Tenant signature

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B.S.T. Investments, LLC.

14305 N.E. 6th Ave. N. Miami, FL.

Rental Application

First Name Mei Last Name Regnier

Current Address 14305 NE 6 Ave #5 City, State & Zip Miami, Fl 33161

Current Phone # 954-257-3898 Cell # _____

Personal Information

Age 44 Social Security # _____

Driver's License # R266-551-69-517-0

Employment

Current Employer _____ Contact Name _____

Job Address _____ Job Phone # _____

Financial Information

Bank Name _____ Phone # _____

Credit Card _____ Credit Card _____

Previous Landlord

Name _____ Phone # _____

References

Name _____ Phone # _____

Relationship _____

Name _____ Phone # _____

Relationship _____

Signature: _____