



Massachusetts Department of Housing and Community Development

RAFT OWNER CONTRACT

RCAP Solutions
191 May Street, Worcester, MA 01602

Date of Contract \_\_\_\_\_

Participant Name \_\_\_\_\_

Participant Address \_\_\_\_\_

The RAFT Administering Agency intends to provide the following financial assistance on behalf of the above named Participant (must insert "N/A" if Not Applicable):

Monthly Rental Stipend \$\_\_\_\_\_ (\$\_\_\_\_\_ per month x \_\_\_\_\_ # of months)

Security Deposit \$\_\_\_\_\_

First Month's Rent \$\_\_\_\_\_

Last Month's Rent \$\_\_\_\_\_

Rent Arrears \$\_\_\_\_\_

Total \$\_\_\_\_\_ (may not exceed \$4,000 unless household is eligible for the COVID RAFT enhanced benefit of up to \$10,000. In that case, an agreement will be facilitated either by the RAA or by a community or court mediator. In cases where the RAFT benefit exceeds \$4000, the COVID RAFT Owner Contract Addendum must also be signed and submitted with this contract.)

Owner Acknowledgements

- I certify that I am the property owner (or authorized agent for the owner) of the above referenced property (Participant Address).
I certify that by accepting payments for rent arrears in accordance with this Agreement,
o I will reinstate the Participant's tenancy (if an eviction case has not been filed).
o I will not proceed with eviction (if an eviction case has been filed).
If the RAFT Administering Agency makes a security deposit payment on behalf of the Participant, I agree to comply with all landlord obligations in accordance with M.G.L., c.186 s. 15B.
If the RAFT Administering Agency pays a security deposit or first/last month's rent on behalf of the Participant, I agree to return these funds to the Agency should the Participant not move into the above referenced property.
If the Participants' tenancy is terminated prior to the period for which any monthly rental stipend payments were made, I agree to return the unused balance of said funds to the RAFT Agency.
Except as stated in the COVID RAFT Owner Contract Addendum, if applicable, nothing in this Agreement precludes the owner/agent from using any and all remedies available under law, including the institution of eviction proceedings against the Participant, if the Participant fails to make future rent payments due after the date of this Agreement.

Property Owner/Agent Signature

RAFT Administering Agency Staff Signature

Property Owner/Agent Name

RAFT Administering Agency Staff Name & Title

Property Owner/Agent Address

Property Owner/Agent Phone

**RAFT OWNER CONTRACT ADDENDUM**  
To be filled out when benefit level exceeds \$4,000

This agreement is entered into by and among the Administering Agency, the Property Owner and the Participant for the purpose of keeping the Participant stably housed for a period of at least 6 months from the date of signing this agreement or until June 30, 2021, if there are school-aged children in the unit, whichever is longer.

A benefit level of more than \$4,000, not to exceed \$10,000, is available to eligible households who are behind on rent, or expect to become behind on rent, due to a financial hardship related to COVID-19.

Receipt of a benefit level above \$4,000 requires that the landlord enter into an agreement to keep the tenant stably housed for at least for six months or until June 30, 2021 if there are school-aged children in the unit, whichever is later.

Current lease end date: \_\_\_\_\_

If lease end date is less than six months from the date of this contract, or prior to June 30, 2021 if there are school aged children in the unit, whichever is longer, one of the following boxes must be checked:

- Landlord and tenant agree to enter into a month-to-month tenancy agreement following the lease end date.
- Landlord and tenant agree to sign a new lease effective \_\_\_\_\_ (new lease effective date) with a lease term of \_\_\_\_\_ (lease term length).

Current arrears owed, if any: \$\_\_\_\_\_

Monthly rent (tenant share, if tenant has a rental subsidy or public housing): \$\_\_\_\_\_

For tenants without a rental subsidy, RAFT will pay a combination of arrears and future rental stipends, if applicable. Stipends for market rate rental housing may last for up to 12 months, as long as the total benefit is expended within 12 months.

For tenants with a rental subsidy, RAFT rental stipends may not be paid. RAFT will only cover a maximum of 6 months of back rent for tenants with a rental subsidy.

The tables below indicate the expenses that will be paid through RAFT after this contract is signed and the application is approved.

**ARREARS**

1. Total arrearage at time of contract creation	2. RAFT payment toward arrears	3. Tenant portion toward arrears (if any)	4. Amount forgiven (if any)	5. Amount entered into a payment plan (if any)*

*The sum in the first box must equal the sum of boxes 2-5.*

**RENTAL STIPENDS**

Month	RAFT stipend	Tenant portion of rent (must be at least 30% of tenant's gross income at time of application)	Amount to be forgiven (if any)	Amount of rent payments to be deferred and paid later under a payment plan (if any)*

TOTAL:	\$	\$	\$	\$

Total RAFT payment (arrears + stipends): \$ \_\_\_\_\_  
 Total tenant payment over duration of agreement (arrears & future rent): \$ \_\_\_\_\_  
 Total amount forgiven over duration of agreement (arrears & future rent): \$ \_\_\_\_\_  
 Total amount entered into a payment plan over duration of agreement (arrears & future rent): \$ \_\_\_\_\_

\*If the landlord and tenant will enter into a repayment agreement for any amount not covered by RAFT or the tenant and not forgiven, include details about the payment plan below.

All parties agree that there will be no attempt in the future to collect amounts listed in the “Amount forgiven” column above.

So long as the tenant is meeting the tenant's obligations under this Owner Contract Addendum (paying the agreed-on tenant monthly rent payments as well as any obligations under a repayment agreement for arrearages) and any stipend called for in this Addendum is being paid to the landlord, the landlord cannot file for eviction for nonpayment for six months or until after June 30, 2021 if there are school-aged children in the unit, whichever is later, even if the sum of the stipend plus the required tenant payment is less than contract rent.

Property owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant signature: \_\_\_\_\_ Date: \_\_\_\_\_