



**Hill Country Community
Action Association**
Rental Assistance Packet

Date _____

Dear Vendor:

Federal income tax law requires us to have your taxpayer identification number (TIN) on file. Under federal regulation section 6109, you are required to provide us with this information on the W-9 form included with this mailing.

We will not have to file an annual information return, Form 1099 MISC, for you if you are an exempt payee. However, the law requires that you give us your TIN number in addition to telling us what kind of payee you are. If you do business as an individual or sole proprietor, your social security number serves as your TIN number. Please provide the information below and complete the enclosed W-9 form. Return both as soon as possible.

Thank you for your attention to this request.

MAILING ADDRESS

REMITTANCE ADDRESS (IF DIFFERENT)

CITY, STATE, ZIP

CITY, STATE, ZIP

Author

CONTACT EMAIL ADDRESS

PHONE NUMBER

FAX NUMBER

Is your business incorporated?

☐Yes ☐No

Are you a governmental or non-profit business?

☐Yes ☐No

What is the nature of your business?

Strictly sale of merchandise

☐Yes ☐No

Provider of services

☐Yes ☐No

▪ (This could include parts/supplies if required for the service to be provided)

A medical provider?

☐Yes ☐No

A legal services provider?

☐Yes ☐No

PRINTED NAME

TITLE

SIGNATURE

DATE



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Landlord/Owner Verification Form

Date (month/day/year): _____

Tenant Name: _____

Tenant Address: _____

The monthly rent payment is \$ _____ Total Arrears \$ _____

Type of Arrears: \$ _____ in Late Fees \$ _____ in Utilities \$ _____ in Check Fees \$ _____ in Other: _____

The total owed (including arrears) is \$ _____

If an itemized billing statement for the past 12 months is available, please include.

Direct Deposit Authorization – *Please include a voided check*

Payee Information:

- ☐ Texas Identification Number (TIN)
☐ Employer Identification Number (EIN) _ _ _ _ _
☐ Social Security Number (SSN)
☐ Individual Taxpayer Identification Number (ITIN)

Account Information:

Financial Institution Name: _____

City: _____ State: _____ Zip: _____

Routing Number (9 digits): _ _ _ _ _

Account Number: _ _ _ _ _

Type: ☐ Checking Account ☐ Savings Account

I authorize the Hill Country Community Action Association, Inc. (HCCAA) to deposit my payments to my financial institution electronically. I understand that HCCAA will reverse any payments made to my account in error.

Landlord Phone Number: _____

Authorized Signature

Date



Landlord Certification Form

By signing below, Landlord certifies:

- ☐ The Tenant(s) for which assistance is requested is/are one of the persons that has/have occupied the Unit identified in the Application.
- ☐ Landlord is not requesting assistance for any Tenant for any month of assistance prior to March 13, 2020.
- ☐ Landlord must accept payment from the Bell County Emergency Rental Assistance Program via direct/ACH deposit, to an insured account at a financial institution within the United States, unless otherwise agreed to.
- ☐ The Unit(s) identified in the Tenant's Application(s) is/are not, to my knowledge, receiving any other form of government or private assistance for the same months of rent for which this assistance is requested, including but not limited to Community Development Block Grant rental assistance, Emergency Solutions Grant, HOME Partnerships Program rental assistance.
- ☐ Landlord will not seek to obtain other assistance for the same Units identified in Tenant Applications and for the same months of rent or rental arrears covered by this assistance, and that to the extent any such assistance is received, Landlord will repay this assistance to Hill Country Community Action Association within 10 calendar days.
- ☐ Landlord has attached a copy of each Tenant's lease or if there is no current written lease, Landlord certifies that the information provided in the Application for the Tenant regarding the terms of the lease with the Tenant and rent amount are true and accurate, and Landlord has attached proof of Unit ownership or ability to sublease.
- ☐ If the written lease or oral agreement is expired or will expire during period covered by this assistance, Landlord will enter into a new written lease or extend the current lease with Tenant for a monthly payment amount no greater than the monthly amount for the expired or expiring lease or agreement, for a time period at least equal to the period covered by the rent assistance. The new lease may not increase or impose other fees or charges not allowed under the current lease or oral agreement with the tenant, including but not limited to pet rent or trash pick-up. The Landlord may continue to charge all costs, expenses, and fees including but not limited to utility and internet charges if allowed under the original lease.

☐ Landlord attests that any late fees for nonpayment of rent for which Tenant and Landlord are requesting assistance are lawful pursuant to Texas Property Code § 92.019 (i.e., notice of the fee is included in a written lease; the fee is reasonable; and any portion of the tenant's rent has remained unpaid two full days after the date the rent was originally due). Reasonable late fees are defined as those that are not more than 12 percent of the amount of monthly rent for a dwelling located in a structure that contains not more than four dwelling units; those that are not more than 10 percent of the amount of monthly rent for a dwelling located in a structure that contains more than four dwelling units; or those that comply with the other standards established in Texas Property Code § 92.019.

☐ Landlord will not charge a fee to the tenant for applying to the Bell County Emergency Rental Assistance Program. If applicable for eviction diversion cases, no court costs will accrue or be charged to the Tenant, and the Landlord waives all claims raised in the eviction case.

☐ Landlord hereby releases the Tenant and Tenant's Household from payment liability for any rent for the time period covered by the assistance actually received by the Landlord, as well as any fees related to that rent. The Landlord will not evict the Tenant for any reason that predates the acceptance of the funds or for any reason related to rent or fees during the time period covered by the funds and will not evict the Tenant for a nonmonetary default during the time period covered by the rental assistance actually received, except for actions or breaches of the lease that are related to criminal activity, property damage or physical harm to others. Nothing in this certification shall waive a Landlord's right to file an eviction based on a nonmonetary default that occurs after the expiration of the time period covered by the rental assistance actually received.

☐ Landlord shall provide the U.S. Department of the Treasury, Bell County, Hill Country Community Action Association, or any of their duly authorized representatives, access to and the right to examine and copy records related to a payment made as a result of this certification, including, but not limited to, copies of the rent payment ledger showing the missed payment(s) for the tenant, and for incorporated entities, a corporate resolution listing the individual or individuals authorized to execute documents. Such records will be kept for the longer of seven years, or until after notice of a monitoring, audit, or litigation, has been provided and the matter has had a final disposition.

☐ If the Owner is a different legal entity than the Landlord, Landlord or Landlord's Agent certifies it has the legal authority to enter into this agreement.

☐ Notwithstanding anything to the contrary in this certification, the Landlord shall have the right to terminate participation in the program at any time prior to receiving assistance.

☐ The information provided is true, accurate, and complete, and if requested, Landlord is able to provide further documentation to support any representations.

☐ In signing this certification you are acknowledging that that falsification of documents 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 18 U.S.C. §1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.

In signing this ****Application**** (including electronic signature) you are acknowledging that that falsification of documents 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 18 U.S.C. §1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.

PRINTED NAME

TITLE

SIGNATURE

DATE

PLEASE RETURN TO:

Temple HELP: 604 North 3rd Street, Temple, TX 76501
Main Number: 254-870-9986
Fax: 806-454-3179

Killeen HELP: 304 Priest Drive Killeen, TX 76541
Main Number: 254-870-9986
Fax: 806-454-3179