



A Community Action nonprofit agency, established in 1966, serving southeastern Minnesota.

Helping people. Changing lives.

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BUILDING OWNER'S AGREEMENT

This agreement is entered into the _____ day of _____, 20____,
between Semcac ("Agency") and _____ ("Owner").

The Owner's "Premises" consists of _____ rental units located at:

1. AGENCY WORK PLAN

If Agency, at its sole discretion, determines that the Premises are eligible for weatherization services, Agency agrees to weatherize the Premises in accordance with the applicable codes, laws, and regulations. Listed below is a general description of the full range of services that may be rendered: Agency agrees to forward a summary of the work plan to Owner after the Energy Audit and after the work is completed and upon request.

- | | |
|---|---|
| a. Installation of sidewall insulation. | d. Before and after blower door testing |
| b. Installation of attic insulation | e. Treatment of bypasses (heat leaks) |
| c. Installation of crawlspace insulation
(if accessible) | f. Mechanical audit of heating system |

2. DOCUMENTATION

Owner agrees to cooperate with Agency by assisting to gather all records and documents necessary for Agency to determine if tenant(s) residing at the Premises are eligible for weatherization services. Agency shall gather and keep confidential the names and incomes of the tenant(s) living at the Premises.

Dodge	Fillmore	Freeborn	Houston	Mower	Steele	Winona
634-4350	765-2761	373-1329	725-3677	433-5889	451-7134	452-8396

Limited services provided in Goodhue, Olmsted, Rice, Wabasha & Waseca Counties.

Use area code 507 for all Semcac phone numbers.

Please remember Semcac in your financial and estate planning. | Equal opportunity employer.



Owner agrees to give tenant _____ authorization to sign the following forms during the Weatherization project: Service Agreement, Notice of a Safety Problem, Client Participation, and Final Inspection. Copies of these forms will be mailed to the Owner and Tenant after the work is complete. If Owner does not wish to grant this authorization to the Tenant, Agency requires reliable contact information (mailing address and phone number on page 4 of this agreement) of Owner so they can sign these forms and return to Agency in a timely manner.

3. OWNER WORK PLAN

If Owner agrees to make any repairs or improvements, Agency will not commence its work until work items are done to Agency's satisfaction.

4. TENANT'S RIGHTS

Owner agrees not to evict the tenant(s) during the period of this Agreement except for documented cause. Owner agrees not to increase the rents at the Premises during the period of this Agreement, except:

- a. To recover increases in property taxes or the cost of improving the Premises not resulting from this Agreement. Owner agrees to recover only a prorated share of any such actual cost increase from each tenant who pays his/her own heating costs. If the tenant's heating costs are included in the rent, no increase shall occur during this Agreement period. This provision replaces existing rights to raise rents.
- b. For a reasonable period of time after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed. (10 CFR 440.22) Furthermore, no undue or excessive enhancement shall occur to the value of the dwelling unit being weatherized.
- c. A Public Housing Agency may adjust rent in accordance with the Public Housing Agency policies as tenant's income changes. (A list of units and rents must be attached to this agreement – Exhibit A).

5. PREMISE VACANCY

During the term of this Agreement, owner will attempt to rent vacant dwellings/units on Premises to low-income households. To demonstrate this attempt, Owner may choose to advertise the vacancy with a low-income housing authority.

6. PREMISE SALE/CONVERSION

Owner hereby swears or affirms that the Premises are not presently being offered for sale and further agrees to give Agency thirty (30) days notification of the sale or conversion of the Premises. At least thirty (30) days prior to sale or conversion, Owner agrees to obtain, in writing, the purchaser's consent to assume Owner's obligations under this Agreement or, if this consent is not obtained, to pay Agency the full cost for the weatherization, pro-rated to the number of months remaining under this Agreement.

7. COMMENCEMENT OF INSTALLATION, AGENCY ACCESS

Agency agrees to begin installation of weatherization measures on a mutually agreed-upon date. From this date through the completion of the weatherization work, Owner agrees to give Agency access during normal business hours to all dwellings/units and common areas that are to be weatherized.

8. NOTICE TO TENANT(S)

Agency and Owner agree that the tenant(s) are the beneficiaries of the Weatherization Program and may enforce this Agreement. Agency shall provide a copy of the Tenant Rights under this Agreement to each tenant (see attached).

9. DEFAULT

Agency agrees to give Owner written notice of non-compliance with this Agreement stating the grounds for the notice. If within thirty (30) days of the notice, Owner fails to take responsible action to comply, Owner will be considered in default of this Agreement. Owner agrees to pay the Agency the cost incurred to secure enforcement of this Agreement.

10. EXPIRATION

A new Agreement will be signed if no energy audit has occurred at the Premises within twelve (12) months (program year) after signing this Agreement and if Owner chooses to continue with the Weatherization Program. Otherwise, this Agreement will be null and void. Agency's waiting list requires that eligibility must be maintained until Agency can provide weatherization services to the Premises. New tenant(s) must be found eligible for Premises to continue in the Weatherization Program. Owner agrees to inform Agency of any changes in tenant(s) status. Tenant(s) eligibility must be maintained from year to year until services can be provided to the property. If new tenants are found, they must apply to maintain building eligibility.

11. TERM

This policy will remain in force for 1 year after the owner signs the agreement.

12. NEW TENANTS

New tenants must be asked to apply for Energy Assistance to ensure that renters meet the qualifications of the program. All new tenants will be directed to the WX department to ensure eligibility for the length of the term. The owner will refer all new applicants.

I certify that I have given my permission to allow work on the Premises listed above and that I will not be held liable for any injuries or damage caused by work done under this Agreement.

SIGNATURE:

Landlord/Property Owner

Date

Tenant

Date

Semcac

Date**Landlord's Mailing Address:**

Address

City, State

Zip

Work Phone #

Home Phone #

E-mail Address

EXHIBIT A**Eligible Dwelling Units**

Building Owner: _____

Property Address: _____

All tenants must apply. As the building owner, it is your responsibility to instruct all tenants to apply for the program. Once all tenants have applied, call our office at 1-800-944-3207 to update the file. We will provide each of your renters a copy of Tenant's Rights. Our records indicate the following tenant(s) reside in one of your rental unit dwellings. Please notify us if this information is incorrect.

A UNIT NUMBER	B CURRENT TENANT'S NAME (Please print)	C CURRENT MONTHLY RENT
	NAME: PHONE #:	\$
	NAME: PHONE #:	\$
	NAME: PHONE #:	\$
	NAME: PHONE #:	\$

Semcac will use DOE funds to weatherize individual units and common spaces/systems in a building containing more than one dwelling unit provided:

1. At least two-thirds of the dwelling units are eligible dwelling units (i.e. occupied by eligible households).
2. Will become eligible dwelling units within 180 days under a federal, state or local government program for rehabilitating the building or making similar improvements to the building.
3. In buildings with either two units or four units, eligible households must occupy at least half of the units.
4. Vacant units and units occupied by ineligible households cannot be used to meet the two-thirds percent requirements.
5. If the two-thirds requirement is:
 - a. Met, then vacant or ineligible units may be weatherized and counted as completed units, and work on the common space may be completed.
 - b. Not met, no weatherization work can be completed.
6. Eligibility for each building in a multifamily complex of buildings is determined separately.

RENTER'S RIGHTS

In a perfect world, landlords and tenants would work together like a well-oiled machine, both generously doing their part to keep each other happy and not disturb their neighbors' "peaceful enjoyment of the premises". In fact, lots of tenant-landlord relationships fit this description, but sometimes there are exceptions.

Laws that protect both parties have become so complex that understanding your rights can be like handling cats. Since landlord-tenant law varies by state, the key is knowing your rights -- preferably before you even sign your rental agreement. Understanding your state law and the terms of your lease are your best guarantees against future problems.

15 Common Renter's Rights

Although renters' rights vary by region, many are pretty predictable.

Here's a sample of rights likely to be addressed in your state's landlord-tenant law.

1. The Fair Housing Act makes it illegal to deny housing to a tenant on the grounds of race, color, sex, religion, disability, family status, or national origin.
2. Residential rental units should be habitable and in compliance with housing and health codes meaning they should be structurally safe, sanitary, weather-proofed, and include adequate water, electricity, and heat.
3. Many states limit the amount landlords can charge for security deposits.
4. A landlord should make necessary repairs and perform maintenance tasks in a timely fashion, or include a provision in the lease stating that tenants can order repairs and deduct the cost from rent.
5. A landlord must give prior notice (typically 24 hours) before entering your premises and can do so to make repairs or in case of an emergency.
6. Illegal provisions in a rental agreement (provisions counter to state law) are usually not enforceable in court.
7. If a landlord has violated important terms related to health, safety, or necessary repairs, you might have a legal right to break your lease.
8. If you have to break a long-term lease, in most states landlords are required to search for a new tenant as soon as possible rather than charging the tenant for the full duration of the lease.
9. Damage or security deposits are not deductible for normal wear and tear. Some states require that a landlord give an itemized report of any deductions.
10. Most states require landlords to return refundable portions of a security deposit within 3 to 14 days after the tenant has vacated the premises.
11. Landlords usually can't legally seize a tenant's property for nonpayment of rent or any other reason, except in the case of abandonment as defined by law.
12. Landlords are legally prohibited from evicting tenants as retaliation for action a tenant takes related to a perceived landlord violation.



(over)

13. A landlord cannot legally change the locks, shut off (or cause to have shut off) your utilities, or evict you without notice; eviction requires a court order.
14. If a landlord makes life so miserable for you that it forces you to move, it may be considered constructive eviction, which is usually grounds for legal action.
15. In many states, it's illegal for a lease to stipulate that the tenant is responsible for the landlord's attorney fees in case of a court dispute.

Protect Yourself

Before you move in, tour the premises with your landlord, and note -- or better yet, photograph -- any existing damage. When you move out, if your landlord withholds part of your damage deposit, ask for an itemized list of charges and the reason for the charges. If there's a discrepancy between this list and the one you made before moving in, let the landlord know immediately. Keep copies of all correspondence with your landlord, as well as dated records of phone and in-person conversations.

If You Have A Dispute

If your landlord takes an action that is illegal in your state or neglects a legality, you probably have grounds for legal action, but consider court as a last resort. First make every effort to resolve the problem by talking with your landlord. This is the simplest and least expensive approach to mediating disputes.

Call 311 and inquire about legal council of your issue, if the problem continues. Enlist the help of a mediator. Mediators are usually publicly funded and available free or at low cost. If all else fails, you can take financial complaints to small claims court, provided your claim is under a specified amount.

Resources

The following internet resources provide landlord-tenant information or assistance.

- <http://www.co.state.mn.us/Consumer/Housing/LandlordTenants.asp> (Landlords and Tenants Rights and Responsibilities)
- <http://www.co.state.mn.us/consumer/housing/landlordtenants.asp>
- www.co.state.mn.us/consumer/housing/landlordtenants.asp
- <http://www.revisor.leg.state.mn.us/stat/5048/181.html> requires landlords to notify tenants that this handbook is available to them
- <http://www.ci.minneapolis.mn.us/index.asp> www.ci.minneapolis.mn.us/index.asp (Look for Tenants Complaints under Reports Issues complaints)

Office of Minnesota Attorney General Lori Swenson
Telephone: (651) 286-3353 or 1-800-657-3787 TTY
(651) 297-7208 or 1-800-368-4812.

Or call your local government phone:

Dial 311 and the local Minneapolis government telephone service will direct your call.



WEATHERIZATION/Wall Insulation Presentation 2006