

LANDLORD PARTNERSHIP FUND POLICIES AND PROCEDURES

The following policies and procedures (“Policies”) have been duly adopted by the Landlord Partnership Fund LLC, a District of Columbia limited liability company (“Fund LLC”), effective as of January 1, 2018 (“Effective Date”), as last amended as of November 1, 2021.

Background:

A. The District of Columbia has undertaken the following initiatives to achieve the goals of the District’s Strategic Plan to End Homelessness (Homeward DC): (i) the Permanent Supportive Housing Program (“PSH”), (ii) the Rapid Rehousing Program (“RRH”), (iii) the Coordinated Assistance and Resources for Encampments Pilot (“CARE”), (iv) Emergency Housing Vouchers Program (“EHV”) and (v) Targeted Affordable Housing Program (“TAH”, collectively with PSH, CARE, EHV and RRH, the “Programs”), which Programs are funded through the District of Columbia’s Department of Human Services (“DHS”), the American Rescue Plan Act of 2021 (the “Act”) or through The Community Partnership for the Prevention of Homelessness (“TCP”).

B. Fund LLC desires to facilitate housing solutions for individuals and families participating in the Programs and, to that end, has established a monetary fund (the “Landlord Partnership Fund”), which Landlord Partnership Fund provides financial support to landlords who lease units in the District of Columbia to individuals and families participating in the Programs, as further described herein.

Policies and Procedures:

1. Registration. A landlord that owns residential rental property located in the District of Columbia may participate in the Landlord Partnership Fund only so long as such landlord (“Landlord”):
 - a. Properly registers the tenant, including providing a valid e-mail address for the Landlord, who is participating in the Program;
 - b. For DHS funded units: Properly registers a unit (the “Unit”) initially occupied by a tenant on or after January 1, 2018 (a “DHS Tenancy”) within a multifamily rental property owned by the Landlord (“Landlord Property”);
 - c. For TCP funded units: Properly registers a Unit initially occupied by a tenant on or after May 1, 2021 (a “TCP Tenancy”) within a Landlord Property. No TCP funded units initially occupied by a tenant prior to May 1, 2021 shall be considered an eligible TCP Tenancy;
 - d. For units funded under CARE: Properly registers a Unit initially occupied by a tenant on or after September 1, 2021 (a “CARE Tenancy”) within a Landlord

Property. No units funded under CARE initially occupied by a tenant prior to September 1, 2021 shall be considered an eligible CARE Tenancy;

- e. For ACT funded units: Properly registers a Unit initially occupied by a tenant on or after September 1, 2021 (an “ACT Tenancy”) within a Landlord Property. No ACT funded units initially occupied by a tenant prior to September 1, 2021 shall be considered an eligible ACT Tenancy;
- f. Acknowledges that any reference to DHS Tenancy or Unit in these Policies shall refer only to a tenancy between a Landlord and a Tenant where the Tenant initially occupied the unit on or after January 1, 2018;
- g. Acknowledges that any reference to TCP Tenancy or Unit in these Policies shall refer only to a tenancy between a Landlord and a Tenant where the Tenant initially occupied the unit on or after May 1, 2021;
- h. Acknowledges that any reference to CARE Tenancy or Unit in these Policies shall refer only to a tenancy between a Landlord and a Tenant where the Tenant initially occupied the unit on or after September 1, 2021;
- i. Acknowledges that any reference to ACT Tenancy or Unit in these Policies shall refer only to a tenancy between a Landlord and a Tenant where the Tenant initially occupied the unit on or after September 1, 2021;
- j. Duly and properly accepts in writing these Policies and agrees to abide by them with respect to Landlord’s participation in the Landlord Partnership Fund, as further detailed in these Policies;
- k. Registers the Landlord Property and Unit within thirty (30) days after the tenant initially occupies the unit or, for a DHS Tenancy, if the tenant initially occupied the unit on or after January 1, 2018 but before October 1, 2019 or, for a CARE Tenancy or ACT Tenancy by December 1, 2021 if the tenant initially occupied the unit on or after September 1, 2021 but before November 1, 2021; and
- l. Continues to provide such other information as the Fund LLC may reasonably require from time to time and to comply with the Policies, which Policies may be updated by Fund LLC from time to time, including maintaining a valid e-mail address with the Fund LLC at which the Landlord can be reached at all times.

2. Landlord Claims.

a. Covered Claims. Landlord may submit a claim (“Claim”) to Fund LLC for Damages (defined below) demonstratively incurred during the first two (2) years of the term of the Tenancy (which term shall refer to a DHS Tenancy, ACT Tenancy, CARE Tenancy or a TCP Tenancy, as applicable) which Damages are in excess of the Tenant’s security deposit:

(i) physical damage to the Tenant's Unit beyond ordinary wear and tear, caused by Tenant or Tenant's household or guests (whether or not the Tenant has vacated the Unit) ("Physical Damage Claim") as measured in the customary course of business; and

(ii) rent and other charges which are due but unpaid under any applicable lease pertaining to the Tenancy, as of the date the Tenant vacates the Unit, without a need to bring suit against the Tenant for nonpayment of rent (except for rent and other charges that are due but unpaid as a result of the Tenant vacating the Unit prior to expiration of their initial Lease) ("Rent Claim").

b. Submission of Claims. Claims shall be made in substantially the form posted by Fund LLC at <https://www.cnhed.org/special-initiatives/landlord-partnership-fund-llc>, and must include a copy of the Lease. Claims shall be submitted by email to info@dclandlordpartnershipfund.org, or at such other address as Fund LLC may designate from time to time. Landlord shall include the following supporting information for each Claim:

(i) for any Physical Damage Claim, Landlord shall submit photographic time-stamped evidence of damage, as well as invoices, receipts, or other proof of money expended to repair the claimed physical damage;

(ii) for any Rent Claim, Landlord shall submit a ledger or similar accounting showing all charges and payments and any remaining balance on the Tenant's rental account as well as evidence that Tenant is no longer residing in the Unit; and

(iii) for all Claims, Landlord shall submit a ledger or similar accounting showing the amount of the Tenant's security deposit, application of said security deposit against Tenant's account, and any remaining balance of the security deposit as of the date of the claim, if any.

c. Limitation on Amount of Claims - RRH. The maximum amount of the aggregate Claims that Fund LLC shall pay with respect to Tenant and the Tenancy of the Unit is as follows, if Tenant is participating in **RRH**:

(i) for Physical Damage Claims, **\$2,500.00**;

(ii) for Rent Claims, **\$5,000.00**; and

(iii) for all Claims in the aggregate (both Physical Damage Claims and Rent Claims), **\$5,000.00**.

d. Limitation on Amount of Claims - Pre-Existing PSH or TAH. The maximum amount of the aggregate Claims that Fund LLC shall pay with respect to Tenant and the Tenancy of the Unit is as follows, if Tenant is participating in either **PSH or TAH and the Tenant initially occupied the unit prior to July 1, 2019**:

(i) for Physical Damage Claims, **\$2,500.00**;

(ii) for Rent Claims, **\$5,000.00**; and

(iii) for all Claims in the aggregate (both Physical Damage Claims and Rent Claims), **\$5,000.00**.

Notwithstanding anything set forth to the contrary herein, this provision does not render eligible any TCP Tenancy that commenced prior to May 1, 2021, or any ACT Tenancy or CARE Tenancy that commenced prior to October 10, 2021.

e. Limitation on Amount of Claims - New PSH or TAH. The maximum amount of the aggregate Claims that Fund LLC shall pay with respect to Tenant and the Tenancy of the Unit is as follows, if Tenant is participating in either **PSH or TAH and the Tenant initially occupied the unit on or after July 1, 2019**:

(i) for Physical Damage Claims, **\$2,500.00**;

(ii) for Rent Claims, **\$2,500.00**; and

(iii) for all Claims in the aggregate (both Physical Damage Claims and Rent Claims), **\$2,500.00**.

f. Limitation on Aggregate Claims - PSH or TAH. Unless otherwise determined by Fund LLC in its sole discretion, the maximum amount of the aggregate Claims that Fund LLC shall pay with respect to all Claims made for Tenants participating in either **PSH or TAH** shall be twenty-five percent (25%) of the total amount of funds in the Landlord Partnership Fund over each fiscal one-year period of the Landlord Partnership Fund.

g. Processing of Claims. Fund LLC shall use reasonable efforts to approve or disapprove each Claim within thirty (30) days after receipt of the Claim and all required supporting information. Upon reasonable prior notice, Landlord shall promptly provide Fund LLC with access to the Unit to inspect damage to the Unit. The Fund LLC makes no guarantee of payment of any Claim. The processing of any Claim must be processed by the Fund LLC with no opportunity for appeal except in limited cases of clear and manifest error. Otherwise, determinations made by the Fund LLC are considered final.

h. Effect of Payment of Claims. Landlord agrees that the liability and obligation of Tenant to Landlord shall be reduced to the extent of amounts paid by Fund LLC to Landlord in respect of any Claim. Landlord hereby releases Tenant and the Fund LLC from any further liability or obligation to Landlord for Physical Damage Claims or Rent Claims.

2. General Limitations.

a. Limited to Fund. Payment of Claims is expressly limited to funds available in the Landlord Partnership Fund. Landlord acknowledges that multiple landlords may have claims against the Landlord Partnership Fund from time to time, and that Fund LLC has made no

representation or warranty to Landlord as to the amount of funds that may be available in the Landlord Partnership Fund to honor claims.

b. Non-Recourse. Landlord agrees that (i) Fund LLC, Coalition for Non-Profit Housing and Economic Development, and their respective directors, trustees, officers, employees and agents (including but not limited those serving on the committee that evaluates claims under these Policies), shall have no personal liability to Landlord related to the Landlord Partnership Fund or these Policies, and (ii) Landlord's sole recourse for amounts that may become due and payable under these Policies shall be against amounts available from time to time in the Landlord Partnership Fund as limited by these Policies.

c. Suspension or Termination. Fund LLC reserves the right to suspend or terminate receipt of new registrations at any time, by notice to the Director of the District of Columbia Department of Human Services and posting at <https://www.cnhed.org/special-initiatives/landlord-partnership-fund-llc/>. Such suspension or termination shall not affect any registration received by Fund LLC prior to such suspension or termination.

3. Term. Landlord's right to make a Claim with respect to Tenant shall commence on the date of commencement of the Tenancy and shall expire on the date that is 60 days after the earlier to occur of (i) the second anniversary of commencement of the term of Tenancy, and (ii) the date of termination of the Tenancy.

4. Notices. Any notice to a Landlord required by these Policies shall be made by the Fund LLC pursuant to e-mail only. A Landlord acknowledges this notice provision and agrees to also keep the Fund LLC updated with a current and valid e-mail address. Notwithstanding the foregoing, the Fund LLC makes no guarantee of any noticing to Landlord. The obligation to stay updated on these Policies or anything regarding these Policies is on the Landlord.

5. Miscellaneous.

- a. These Policies shall be governed by and construed in accordance with District of Columbia law.
- b. Any suit under or related to the Landlord Partnership Fund or these Policies shall be brought exclusively in the courts of the District of Columbia, or federal courts having jurisdiction over the District of Columbia.
- c. Landlord and Fund LLC each hereby waives its right to trial by jury in any suit under or related to the Landlord Partnership Fund or these Policies.
- d. Term. These Policies shall remain in effect for so long as the Landlord Partnership Fund is in existence.
- e. All fees and expenses of any Landlord under these Policies shall be for the account of the Landlord and paid for and borne by the Landlord. Any Landlord shall bear its own attorney fees and expenses related to any matter directly or indirectly related to these Policies.

- f. Any Landlord's participation in the Landlord Partnership Fund does not render any Landlord an agent or partner or joint venture with the Fund LLC.
- g. The invalidity of any provision, section, subsection, paragraph, sentence, word, punctuation, or abbreviation of these Policies shall not affect the validity of any other provision therein.
- h. No Landlord may assign its rights or obligations under this Agreement without the consent of the Fund LLC. However, the Fund LLC may assign its rights under this Agreement to another party without consent of the Landlord.
- i. These Policies represent the entire agreement by the Fund LLC with any Landlord with respect to the subject matter hereof and supersedes all prior discussions, understanding, agreements and negotiations between the parties hereto.
- j. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver by the Fund LLC of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed by the Fund LLC an extension of the time for performance or any other obligations or acts.
- k. No failure or delay of the Landlord in the exercise of any right given to the Landlord shall constitute a waiver hereof. The waiver by Landlord of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

[End of Policies and Procedures]