



St. Vincent de Paul Georgia Landlord Contingency Fund Application and Guidelines

The Landlord Contingency Fund is available to landlords who rent to families and individuals referred to them by St. Vincent de Paul Georgia (SVdP Georgia) and who enter into an agreement with SVdP Georgia regarding the tenancy.

The Fund provides landlords with financial coverage if the tenant leaves unpaid rent or damages.

The Fund can reimburse for a maximum of \$2,000.00 per lease agreement for the following activities:

- Tenant-caused damages in excess of normal wear and tear that exceed security deposits
- Eviction-related court costs
- Unpaid rent

Filing a Claim:

Landlords must file the claim within 30 days from the date the landlord takes back possession of the unit from the tenant.

The unit for which a claim is submitted must be vacant at the time of submission.

Maximum amount of Landlord Contingency Fund reimbursement per lease agreement is \$2,000.00.

The Landlord Contingency Fund can be accessed only within the first (12) months of a new tenancy, using the effective date of the lease.

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The landlord must submit:

- a. Landlord Contingency Fund Claim Form - Contact the Landlord Engagement and Assistance Program at the email address or phone number below for a copy of the form.
- b. Appropriate documentation to support the claim, including, but not limited to:
 - i. Move-in/Out Condition Report (required if requesting reimbursement for damages)
 - ii. Receipts or invoices for any repairs (required if requesting reimbursement for damages and invoices must show proof of payment)
 - iii. Written Accounting Statement reflecting tenant-owed expenses
 - iv. Documentation of non-payment of rent (72-hour notices, tenant ledger, etc.)
 - v. Invoice for eviction related court costs (invoice must show actual proof of payment, the Landlord Contingency Fee is for reimbursement of actual costs)

Landlords must deduct any applicable payments, security deposit, fees (including lease break fees), or pre-paid rent collected from the Tenant.

SVdP GA will verify the claim and may request additional documents to support the claim. Landlord must submit additional documents within 14 business days. SVdP GA reserves the right to perform an inspection of the unit.

SVdP GA will issue a Claim Approval Letter and Landlord Contingency Fund payment, or a Claim Denial Letter.

Other Important Information:

- a. The Landlord Contingency Fund is administered by SVdP GA. The Landlord Contingency Fund is not a substitute for screening rental applications.
- b. In order to be eligible for reimbursement under the Landlord Contingency Fund, Landlords must have an effective Landlord Partnership Agreement. The Landlord Partnership Agreement becomes effective when the application is countersigned by SVdP GA and delivered to the Landlord. Acceptance or denial of application to the Landlord Contingency Fund will be in writing, within 10 days of receipt of the application.

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- c. The Landlord Contingency Fund cannot pay rent or fees to keep the tenant in housing.
- d. Payments from the Landlord Contingency Fund do not constitute a confirmation that the tenant caused damages and/or is delinquent paying rent.
- e. The Landlord Contingency Fund applies only as to the tenant named in the Landlord Partnership Agreement.
- f. Inaccurate or falsified information will be grounds for denial of a Landlord Contingency Fund claim.
- g. The Landlord Contingency Fund will not reimburse for tools needed to repair damages, landlord's personal time to repair damages or other activities related to the claim, items allegedly stolen, or damages not represented in the move-in/out condition report.
- h. In the event of a claim for unpaid rent, the Landlord must put the property on the rental market within thirty (30) days of tenant's eviction or tenant vacating. Payment of lost rents shall depend on a determination by SVdP GA or its designee that the Landlord has made a good faith effort to re-let the property. To meet that standard, Landlord must certify that the property is available for rent, is on the market, has been listed or the listing has been published, and is actively being shown for rent to prospective tenants. Rent will be calculated on a pro-rata basis based on the monthly rent and terms of the lease from the last date tenant has paid rent through the first of the following: the property is relet, the lease expires, or SVdP GA's obligation under the terms of these guidelines expire.
- i. A claim for unpaid rent will not be paid if Landlord has allowed Tenant to terminate the lease; Tenant is in rent default under the Lease and has not vacated the property but Landlord has taken no legal action to evict; Landlord has allowed Tenant to sub-let the property; the lease extends beyond twelve (12) calendar months; or Landlord terminates the lease voluntarily or without cause.
- j. In the event that Landlord obtains a money judgment against a Tenant as a result of a Tenant default after payment of rent by SVdP Georgia, such judgment will be deemed immediately and automatically assigned to SVdP Georgia up to the amount of the payment disbursed by SVdP GA to Landlord.
- k. The Landlord Contingency Fund is excess and secondary to any other rent guarantee or similar program that is in place and covers the same property. Before applying for paying under this fund, Landlord must take commercially reasonable measures to pursue indemnification under any such primary rent guarantees or similar program.
- l. This agreement shall be governed by laws of the State of Georgia without regard to its choice of law rules. The parties agree that the state courts located in Fulton County, Georgia shall have exclusive jurisdiction of any action or proceeding arising from this Agreement.

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Landlord Contingency Fund communication should be directed to:

Email: LEP@svdpgeorgia.org

Phone: 770-576-4078

Landlord Contingency Fund Application:

To apply, execute below and submit this application to LEP@svdpgeorgia.org

Tenant First and Last Name:

Unit Address (include zip code):

Move-in Date:

Move-out Date:

Landlord First and Last Name:

Business name:

Phone:

Email:

By submitting this application form, I agree with and acknowledge the Landlord Contingency Fund Guidelines and information, above.

Signed:

_____ Date: _____

SVdP GA:

_____ Date: _____

Please Submit application by email to: LEP@svdpgeorgia.org