

HOUSE WAKE! Housing Navigation Unit Memorandum of Understanding

This Memorandum of Understanding (herein referred to as “Memorandum”) outlines the partnership between _____ (hereafter referred to as the Property Manager or Property Owner) and HOUSE WAKE! Housing Navigation Unit of the Wake County Continuum of Care dba Raleigh Wake Partnership to End & Prevent Homelessness (hereafter referred to as the HW! HNU).

Background on HOUSE WAKE!:

HOUSE WAKE! is a strategic plan developed by Wake County to minimize the effects on homeless and precariously housed Wake County residents, while maximizing opportunities for positive long-term outcomes. The plan utilizes and coordinates federal, state, and local funding to address the availability of affordable housing within our homeless and precariously housed population and aims to move the maximum number of individuals possible to housing stability.

Through the HOUSE WAKE! plan, Wake County’s Coordinated Entry System expanded to become a Coordinated Access System that now focuses on access to immediate shelter as well as access to housing location services. This led to the creation of the HOUSE WAKE! Housing Navigation Program. This is a local partnership between Property Manager, Homeless Service Providers, the City of Raleigh, Wake County, and the Raleigh Wake Partnership to End & Prevent Homelessness.

The key objectives of the HOUSE WAKE! Housing Navigation Unit are to:

- House people as soon as possible,
- Build mutually beneficial, collaborative, long-term relationships between Property Managers, homeless services providers, and people experiencing homelessness.
- Encourage Property Manager to use alternative screening criteria while respecting Fair Housing Law.
- Promote greater community awareness of the realities of homelessness.
- Help Homeless Service Providers and people experiencing homelessness better understand the business model and needs of property owners/managers.
- Make strategic program decisions using the best possible data available.
- Regularly monitor and evaluate the effectiveness of the House Wake! Housing Navigation Unit.

HOUSE WAKE! Housing Navigation Unit commits to the following:

- Recruit Property Managers to provide housing opportunities for potential tenants currently experiencing homelessness or at risk of homelessness.
- Research and locate available rental properties based on a potential tenant’s unique needs, preferences, and financial resources.
- Complete inspections on unit prospective units during leasing process. *Inspections are done on a request basis only.*
- Provide dedicated phone line to voice issues and concerns at **919.443.0097**. The HW! HNU will ensure follow-up and return the Property Manager’s calls and voicemails as soon as possible.
- Act as Neutral Mediators to respond to Property Manager / tenant concerns and resolve conflicts. The neutral mediator can be the difference between a housing resolution and homelessness.
- Provide **Sign-On (Incentive) Bonuses** – This flat rate incentive for Property Manager is intended to reduce screening barriers and mitigate the cost of potential extra time, effort, and possible unit vacancy required to identify a tenant, complete paperwork, and obtain an inspection.

Sign On (Incentive) Bonus Eligibility:

- MOU executed and submitted
- W9 executed and submitted
- Lease completed in its entirety, including:
 - Full address. If shared housing, identification of unit or room
 - Lease Term (must be a minimum of 30 day lease)
 - Full name of tenant
 - Full name of Property Management Co (“Owner of Record” is not a valid name to qualify for reimbursement)

Sign On (Incentive) Bonus payment structure:

- 6 (six) month – 12 (twelve) month lease = \$750, within 30 business days of the last day of the month that the lease was signed.
- 3 (three) month – 5 (five) month lease = \$600, within 30 business days of the last day of the month that the lease was signed.
- 1 (one) month and 2 (two) month leases = \$375, within 30 business days of the last day of the month that the lease was signed.

- Provide **Risk Mitigation Funds** (including Turn Costs) – These funds cover excessive damages to the rental unit, beyond what the security deposit covers. If damages occur despite early interventions, the Property Manager will follow Risk Mitigation Fund policies to file a claim for reimbursement of damages to the property. Risk Mitigation funds are disbursed on a reimbursement basis only. *These policies are subject to occasional amendment, and updated policies will be available to the Property Managers any time an amendment is made.*

The current Risk Mitigation Fund *policies* are outlined below:

- No funds will be advanced to the Housing Provider. The Housing Provider must agree to receive Risk Mitigation reimbursement after a HW! HNU tenant has vacated the unit.
- The Property Manager first pursues recompense from the tenant. The referring case manager may be able to help facilitate communication or arrange mediation, as needed.
- The Property Manager agrees to a move-out inspection by the HW! HNU within 72 hours of the tenant vacating the unit. This inspection must be completed prior to the Property Manager filing a reimbursement claim.
- The claim must be filed within 30 days from the time the damage or loss occurred, or first discovered.
 - An exception to this requirement is any pending insurance determination that would prevent the claim from being processed.
- The Property Manager may seek reimbursement for costs to repair physical damages to units for costs that exceed the security deposit. No funds may be advanced to the Property Manager.
 - **The maximum reimbursable amount for any single claim cannot exceed \$2,500.** The cumulative limit on claimed reimbursements for each unit over the course of a 12-month period is \$2,500. Exceptions must be requested in writing with justification and must be related to an additional lease on the unit.
 - **All eligible reimbursable expenses related to risk mitigation must be filed as a single claim per unit per turnover event.**
 - For shared housing units, one month's rent will be calculated as the Fair Market Rent (FMR) for the entire unit divided by the number of units.
 - The Property Manager must also provide documented evidence of damages, use of security deposit, invoices and evidence of payment.
- All work to repair damages for which Risk Mitigation Fund claims are submitted should be made by licensed, qualified, bonded individuals or companies with demonstrated experience in conducting such repairs.

- To file a Risk Mitigation claim, complete the HW HNU Claim form, and:
 - On organization letterhead a detailed narrative overview of the claim, submitted to the HW! HNU (HW_HNU@partnershipwake.org).
 - Documentation of unit condition prior to tenant move-in consists of either a copy of the Property Manager’s move-in inspection signed by the tenant or a copy of the HW! HNU’s move-in inspection report.
 - An itemized list of physical damages with the address of the unit,
 - A work order, contract, receipt, or invoice of the repairs, including quantities, materials, unit prices, and invoice for repairs (including materials and labor), as well as proof of payment (i.e. canceled check, bank statement, QuickBooks ledger)
 - An itemized list of deductions made from the tenant’s security deposit to cover the costs of repairs or showing other appropriate use of deposit funds.
- All work to repair damages for which Risk Mitigation Fund claims are submitted should be made by licensed, qualified, bonded individuals or companies with demonstrated experience in conducting such repairs.
- The claim will be reviewed by the HW! HNU. The HW! HNU will notify the Property Manager of the decision within 10 business days from the receipt of the completed claim form and supporting documentation.
 - If approved, the HW! HNU will reimbursement the Property Manager within 30 business days.
 - If denied, the HW! HNU Housing Locator will provide the denial rationale in writing. The Property Manager may choose to file an appeal.
 - Appeals must be submitted in writing (email preferred) within 5 business days of a denied claim to the Raleigh Wake Partnership to End & Prevent Homelessness Executive Director. Written notice of the outcome of the appeal will be provided to the claimant within 10 business days.

Participating Property Manager commit to the following:

- Units available for the HW! Housing Navigation Unit Program meet Fair Market Rents (FMR). FMR is the monthly **rent** a particular property type is likely to receive, are established by the U.S. Department of Housing and Urban Development (HUD). **Fair market rents** are determined by the property's size, type, and location.
- Receive and review applications from prospective tenants, referred by the HW! HNU. Property Managers retain the right to refuse to rent to a prospective tenant if the refusal aligns with Fair Housing and other applicable federal, state and local laws and regulations.

- Property Managers are encouraged to communicate and work directly with Wake County Homeless Service Providers supporting the tenant to prevent eviction when possible. As a secondary support, Property Managers can also contact the HW! HNU at **HW_HNU@partnershipwake.org or 919.443.0097.**
- The Property Manager agrees to notify the HW! HNU of upcoming vacancies of HW! HNU participating units, via HW! HNU program database, within 30 days of unit being vacated.
- The Property Manager agrees to make itself aware of and comply with, and shall cause each of its employees, contractors, and subcontractors to comply with Fair Housing Law and all other applicable federal, state, and local laws and regulations required of any entity that will be providing rental assistance, subsidy, or voucher support to tenants served under this agreement.
- The Property Manager is expected to keep all information current or up to date in the HW! Housing Navigation program database.
- This Memorandum does not diminish or replace the remedies available to the Property Manager as might be provided in the lease between the Property Manager and the tenant.
- Property Managers are asked to be ambassadors for HOUSE WAKE! and to encourage participation by their colleagues and peers.

We agree to abide by the expectations listed above:

PROPERTY MANAGER / OWNER Company/Companies
(printed legal name of business)

Representative of PROPERTY MANAGER signature

Date

Representative of PROPERTY MANAGER printed name

Wake County Continuum of Care dba The Raleigh Wake Partnership to End & Prevent Homelessness

Executive Director signature

Date

(Wake County Continuum of Care dba The Raleigh Wake Partnership to End & Prevent Homelessness)

Kim Crawford

Executive Director printed name

(Wake County Continuum of Care dba The Raleigh Wake Partnership to End & Prevent Homelessness)

Please sign and return this final page of document to the HOUSE WAKE! Housing Navigation Unit at HW_HNU@partnershipwake.org. Thank you for your participation