

Illinois Home Weatherization Assistance Program

Rental Agreement

I, _____, certify that I am the owner/authorized-agent for the property located at _____.

(Owner/landlord initials here) _____ I certify that, in my authorized and representative capacity, I have given my permission to (local agency name here), the weatherization agency, or its designated agent, to allow work on the dwelling and/or mechanical systems at the property listed above.

Owner shall mean either the party holding the legal title to the building located at the above address that contains a total of _____ dwelling units or the person authorized, in writing, to enter into a contract for the party holding the legal title to the said building.

This agreement entered into by and between the Owner/Authorized Agent, and the Weatherization Agency shall be subject to the following conditions:

1. (local agency name here) agrees to provide weatherization services to the premises/property of the Owner/Authorized Agent that is occupied by its/their current tenant(s) as its/their residence, which is the basis of the Owner's eligibility for weatherization services provided by the Weatherization Agency with the Owner only paying a percentage of the weatherization work, if applicable, to meet cost-effectiveness criteria, otherwise zero percent.
2. The owner and its heirs or assigns agree not to raise the current tenants' rent based on the weatherization improvement(s) made to the above-described property for a period of 12 months from the date of the completion of the weatherization final inspection. HUD/Section 8 annual rental restructuring increases are exempt and may still be applied as a rental increase.
3. The owner and his or her heirs or assigns agrees that the tenant will not be evicted without legal cause (non-payment of rent, etc.) for a period of 12 months from the date of the weatherization final inspection.
4. The owner hereby affirms that the premises are not presently being offered for sale. If the owner sells the building within 12 months from the date of the weatherization final inspection, the new owner must comply with the terms of this agreement.
5. The agency and owner agree that the tenants are the intended beneficiaries of the weatherization program. The owner shall post a copy of this agreement in a commons area for each building receiving weatherization services. The agency shall make available to and provide to any tenant of the property a copy of this Agreement upon request, including any person(s) who may become a tenant of the property during the time while this Agreement is in effect.
6. The owner understands that weatherization work performed will be guaranteed for a period of 12 months.

If this agreement is not adhered to by the Owner, the cost of the weatherization improvements shall be reimbursed by the owner to said agency providing the weatherization services.

I certify that I agree to the aforementioned provisions of this agreement.

Signed _____ (Owner/Authorized Agent) _____ (Date)