



PROSPECTIVE LANDLORD INFORMATION PACKET

This packet has been prepared for those interested in working with Anawim Housing's Programs. The information inside is subject to change based upon updates to HUD or Anawim Programs. The following is an outline, specific agreements may vary.

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Who is Anawim Housing?

For more than 20 years, Anawim Housing has met the needs of Polk County's most vulnerable citizens through Permanent Supportive Housing programs. Today, more than 220 units are leased across the county making us the largest provider of permanent supportive housing in Iowa. These units house families as well as individuals who come from homelessness and live with mental illness, a substance use disorder, a physical disability, or a diagnosis of HIV/AIDS. Upon referral through Polk County Centralized Intake, the supportive program staff meet regularly with participants, helping them on the road to housing stability.

What is Housing First?

Housing First is a housing assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before

attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.

In layman's terms it is housing without expectations which allows tenants to work towards personal goals with a stable foundation and support system. Long term housing assistance allows families and individuals to pursue goals and maintain housing stability at their own pace.

What do Anawim Programs Do?

Permanent Supportive Housing:

Permanent Supportive Housing (*formerly Shelter Plus Care*) is an evidenced based practice where people who are experiencing homelessness are quickly placed in housing and are offered supportive services to stabilize and maintain housing. The goal of PSH is to help people obtain and maintain stable housing without ever returning to homelessness.

Anawim Housing operates Permanent Supportive Housing under two similar models but with one major differences. Anawim Housing Opportunities (HOP) program differs from Anawim Consolidated programs because of the size of the caseload and amount of oversight offered by the Program Managers. HOP Program managers work with 20 individuals. Anawim Consolidated program managers work with between 60-70 individuals and families.

After lease signing and move in, Anawim Housing connects or provides participants with resources that will help them meet their goals. For some, this means accessing health care, substance abuse treatment, or job development. For others, it means re-connecting with family, applying for Social Security benefits, or volunteering in the community. We build trusting relationships with our clients, we partner with them on their road to a happy, healthy life. Anawim Housing program clients pay no more than 30% of their income toward rent and utilities. This means that they have more to spend on food, healthcare, and other basic necessities. Poverty is deeply connected to housing. When we provide stable, supportive housing, we provide individuals and families with the chance to live a better life.

All persons referred to Anawim Housing Programs have undergone a standardized assessment designed to identify those individuals who are determined to be the most vulnerable in our community. The assessment and intakes are facilitated by Centralized Intake located at Primary Health Care in Des Moines. Anawim Housing may, in rare instances, decline to accept a referral

from Centralized Intake, otherwise Anawim Housing agrees to accept all referrals to Housing Programs that meet the HUD qualifications.

Program participants must meet the HUD definition of literally homeless and also must have a mental health condition, a substance use disorder, a serious medical condition or be fleeing domestic violence.

Depending on the preferences of landlords the level, number, and kinds of service provided can vary. Typically Anawim will sign subleases and Resident Obligation agreements, provide escalating notices of non-compliance when necessary up to and including FED and Small Claims Court work, mediate maintenance requests, and explain to the tenants the landlord's expectations.

All of our master leased units must pass Housing Quality Inspections conducted through the city of Des Moines and must meet HUD Rent Reasonableness criteria. Anawim program staff will conduct an annual inspection of the unit per HUD guidelines to ensure each unit continues to maintain Housing Quality Standards.

Program Managers

Anawim Housing Program Managers are required to follow Iowa Uniform Residential Landlord and Tenant Act, Fair Housing Act as well as HUD grant rules and the principles of Housing First. Program managers also are trained in evidence based practices of Trauma Informed Care, Motivational Interviewing and Strengths Based Case Management.

Anawim's Program Managers serve to answer questions and mitigate issues for both the landlord and the tenants. The amount of communication handled by managers can vary depending on what is best for both landlord and tenant. For some this means all communication moves through the manager, for others there may be some contact, or frequent contact within the building. Managers also meet with tenants at a minimum of once a month to discuss progress and how they are doing within the unit. This relationship of manager to tenant makes it easier to avoid any potential problems that may arise within the unit and allows for any issues that the landlord may have concerns over to be easily mitigated. Furthermore, managers are available to landlords during any business day for calls about concerns, updates, or apartment changes.

Program Managers can help with:

- Maintenance requests
- Pest Control preparation

- City Inspection preparation
- Cleanliness issues
- Notices of Non-Compliance
- Non-Payment of rent
- Peaceful Enjoyment complaints
- Conflict resolution

Close communication between property owners and managers and program managers are essential to a positive working relationship.

Working with Anawim Housing

It is our goal at Anawim Housing to make your participation as a landlord as easy and streamlined as possible. We recognize there are times the tenant population we serve may present challenges. It is our hope you will partner with us on those occasions so that we might leverage our expertise in stabilizing these households.

RENT

Expect rent payables from Anawim Housing by the first of the month. If the tenant has income and a portion of rent to pay we typically will have the tenant pay their portion directly to the landlord. In some instances Anawim will pay the totality of the rent to the landlord while the tenant pays their portion to Anawim. This arrangement is made on a case by case basis. If rent is ever owed or unpaid the landlord will let Anawim know and the housing manger will work to make sure that the arrears rent is paid in a timely manner. HUD program rules allow for Anawim to pay up to two months of rent towards a security deposit. This money is requested only when there are damages or unit turns and are to cover those costs necessary to restoring the unit to its original condition. When entering a lease the housing manager will perform a walk through and handle basic preparedness for the unit, and larger work that may need done will be negotiated prior to a lease being signed.

Master Leases

The lease is signed between Anawim Housing and the landlord. Anawim Housing will then sublease the unit to a program participant. HUD requires initial leases to be a twelve month term and can be renewed yearly or continue month to month. Anawim will handle tenant placement, cleaning and carpet cleaning at unit turnover, and any small claims court actions. Landlords are expected to complete maintenance requests, including emergency maintenance requests, and normal wear and tear repairs. Landlords are guaranteed monthly rent, and will pay up to 1 month of rent as a vacancy charge if a unit is unoccupied. All leases include a mutual lease termination clause. An example can be seen on the following pages.

Renting with a HUD Grant

Placing a portion of units under a HUD grant has proven to be a successful business practice for landlords. Guaranteed timely rent payments, frequent unit inspections, up to two months of security deposit and trained staff handling notices of non-compliance allows for property managers to essentially reduce their work load while maintaining a fully occupied portfolio. We have long established relationships with numerous landlords within Polk County. We are always happy to connect prospective landlords with existing landlords to provide a reference.

Anawim Housing, as a Housing and Urban Development grant recipient, is subject to annual audits. Therefore, we ask landlords to occasionally provide actual invoices for damage or repair billing for our required file documentation.

Further Contact and Questions can be directed to:

Jeremy Orcutt, IADC

Director of Programs & Services
jorcutt@anawimhousing.org

1535 Linden Street. Suite 100B
Des Moines, IA 50309

Office Phone: (515) 864-6321

Office Fax: (515) 244-7977

PERMANENT SUPPORTIVE HOUSING LEASE AGREEMENT

This Permanent Supportive Housing Lease Agreement (“**Agreement**”) is entered into as of the **XXst** day of **XXXXX 2019** by and between **XXXXXXXXXXXX**(“**Landlord**”) and ANA WIM, (“**ANAWIM**”).

RECITALS

1. ANAWIM has obtained a grant under the Permanent Supportive Housing Program (the “**Program**”) administered by the City of Des Moines, Iowa (the “**City**”), to provide housing assistance to low income persons. ANAWIM will determine in its sole discretion who will be eligible to participate in the Program and receive housing under the terms of this Agreement. Any such person who participates in the Program and is entitled to receive housing benefits shall be referred to herein as a “**Participant**.”

2. Under the terms of the grant, ANAWIM intends to lease a certain number of apartment units for a term of one year, and then subleases the units to Participants for six months and continues on a month-to-month basis thereafter.

3. Landlord is willing to participate in the Program by leasing apartment units to ANAWIM. Landlord and ANAWIM desire to set forth in this Agreement the rights and obligations of the parties.

AGREEMENT

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Premises. Landlord hereby leases to **XXXXXXXXXX, Des Moines, IA 50313**.
2. Term. The term of this Agreement shall commence on **XXXXXXXX, 2019** and shall end on **XXXXXXXX, 2020**. This Agreement may be terminated by ANAWIM in the event ANAWIM ceases to receive funds from the Program before the expiration of this Agreement.
3. Subleasing. Landlord hereby agrees that ANAWIM may sublease any Unit to any Participant. Attached hereto as **Exhibit A** is the form of sublease that will be entered into between ANAWIM and each Participant (“**Sublease**”). At the time each sublease is executed, ANAWIM shall deliver a copy to Landlord.
4. Rent. The total amount of rent payable for each Unit will be **\$XXX** per month and **will include (For Example: Utilities)** (“**Rent**”). The portion of the Rent that is subsidized by the Program will be paid to Landlord by ANAWIM. The unsubsidized portion of the Rent

will be paid by the Participants to Landlord as agent for ANAWIM under the terms of the Subleases.

5. Security Deposits. Landlord will not charge ANAWIM a security deposit for any Unit. Instead, a security deposit equal to two month's Rent will be paid by each Participant to ANAWIM pursuant to the Sublease. ANAWIM will collect, hold and disburse the security deposits in accordance with the Iowa Uniform Residential Landlord and Tenant Act - Chapter 562A of the Iowa Code (1997) (the "**Act**").

6. Vacancies. Each party agrees to promptly notify the other party in writing in the event the party discovers a Unit has been or will be vacated. If a Unit is, or becomes, vacant for any reason, ANAWIM will pay the entire Rent due for the Unit for one additional month. If ANAWIM cannot find a Participant to sublease the Unit during the first thirty (30) days of vacancy, the Unit will be removed from the terms of this Agreement at the end of the additional month for which Rent was paid.

7. Default. If any Participant fails to pay the Participant's portion of the Rent or otherwise fails to comply with the terms of the Sublease, Landlord shall promptly report such default(s) to ANAWIM in writing. ANAWIM will take such actions as are necessary to have the Participant cure the default(s), or may, at its option, cure the default(s) itself. If necessary and appropriate under the Program's guidelines, ANAWIM will terminate the Sublease and proceed to evict the Participant. Landlord shall not be entitled to terminate this Lease Agreement in the event of a default by a Participant, unless such default continues for a period of thirty (30) days after giving notice of the default to ANAWIM, provided, however, that if ANAWIM commences to cure the default or evict the Participant during such thirty-day period and proceeds diligently to cure the default or evict the Participant, Landlord shall not be entitled to terminate this Lease Agreement. Landlord will have no right to terminate any Sublease or commence any eviction or other legal action directly against any Participant.

8. Landlord's Maintenance. In addition to Landlord's maintenance obligations under the Act, Landlord shall maintain the Units and the Premises where the Units are located in conformity with the Housing Quality Standards (HQS) of the US Department of Housing and Urban Development.

9. Tenant Notices. Each party shall promptly forward to the other party a copy of any written notice or other communication received from any Participant. Each party shall also promptly forward to the other party any written notice or communication given to any Participant relating to the use or maintenance of any Unit or compliance with any Sublease or Rules adopted by Landlord.

10. Covenant not to Sue. Landlord hereby agrees to hold harmless and covenants not to sue the City for any claim for unpaid rent or damages arising under or related to this Agreement or Landlord's participation in the Program.

11. Indemnification. Landlord hereby agrees to indemnify, defend and hold harmless ANAWIM from and against any claims, causes of action, damages, losses, penalties, costs and expenses, including without limitation, reasonable attorney's fees, asserted against or incurred by ANAWIM and arising from or related to Landlord's failure to comply with its obligations under this Agreement.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to Landlord's participation in the Program. All contemporaneous and prior understandings and agreements between Landlord and ANAWIM are merged into this Agreement. This Agreement may not be changed in any manner other than by a written instrument signed by the party against whom enforcement of the change is sought.

13. Notices. Any notice given pursuant to this Agreement shall be given in writing and shall be deemed given when personally delivered or when deposited in the U.S. Mail if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the recipient as follows:

LANDLORD
XXXXXXXXXXXX
XXXXXXXXXXXX
Des Moines IA 50310

ANAWIMHOUSING
Permanent Supportive Housing
Administrator
1535 Linden Street Suite 100B
Des Moines, IA 50309

14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS, WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD

By: _____

Its: _____

ANAWIMHOUSING, INC.

By: _____

Cynthia Latcham

Its: _____

Director of Programs & Services