



**LANDLORD-TENANT CERTIFICATION**

\_\_\_\_\_, including any household members, (“Tenant”) has applied for rental assistance from SC Stay Plus from the South Carolina State Housing Finance and Development Authority (“SC Housing”) for \_\_\_\_\_ (Property Address) in \_\_\_\_\_ (City), South Carolina, \_\_\_\_\_ (Zip Code) and \_\_\_\_\_ County (the “Property”) which is owned or managed by \_\_\_\_\_, including successors or assigns, (“Landlord”).

Below is the current requested assistance:

	Month and Year	Amount of Rent Assistance Requested	Amount of Other Fees Per Lease	Total Amount of Monthly Assistance
	Month 1			
	Month 2			
	Month 3			
	Month 4			
	Month 5			
	Month 6			
	Month 7			
	Month 8			
	Month 9			
	Month 10			
	Month 11			
	Month 12			
	Month 13 (Prospective)			
	Month 14 (Prospective)			
	Month 15 (Prospective)			
Total:				

By signing below and as a condition of accepting SC Stay Plus Program funds, Landlord:

- a. attests that Landlord is owner, property manager, or broker of the Property, or otherwise possesses the legal standing and authority to enforce the terms of the Property lease, and that Tenant and Landlord have a valid landlord/tenant relationship, wherein Tenant does not own or have any interest in the Property;
- b. agrees to provide documentation upon request, including a W-9 form, as necessary to obtain disbursement of funds or as required for compliance monitoring or audits;

- c. attests that information herein is true and correct to the best of his/her/their knowledge;
- d. attests that Tenant occupies the Property as their primary residence to the best of his/her/their knowledge;
- e. attests that Landlord has not received any other rent relief or other assistance specifically benefitting Tenant or Landlord for the Property during the SC Stay Plus Program assistance period referenced above;
- f. agrees to properly apply SC Stay Plus Program assistance to Tenant rent and return any additional SC Stay Plus Program assistance not applied in such manner to SC Housing;
- g. agrees to extend the rental term, if necessary, for the period that SC Stay Plus Program assistance period; agrees that SC Stay Plus Program assistance may only be applied to rent and legally valid fees while Tenant resides at the Property; and
- h. agrees to not increase the rent or fees during the duration of the SC Stay Plus Program assistance period.

By signing below and as a condition of accepting SC Stay Plus Program funds, Tenant:

- a. certifies that, to the best of Tenant's knowledge, the income provided in Tenant's application provides an accurate projection of annual household income and is correct as of the date of application;
- b. affirms that any other assistance received by Tenant for rent assistance has been reported to the SC Stay Plus Program or shall be reported as soon as any further assistance is received;
- c. acknowledges that SC Stay Plus assistance may be subject to adjustment based on any rent assistance or other duplication of benefits received by the Tenant regardless of when those benefits are received; and
- d. understands that if SC Stay Plus assistance does not cover total rent owed, Tenant may owe Landlord rent that is not covered by SC Stay Plus assistance.

By signing below and as a condition of accepting SC Stay Plus Program funds, Tenant and Landlord:

- a. acknowledge that SC Housing and its designees may exercise whatever remedies available to seek repayment or recover SC Stay Plus assistance from Landlord or Tenant, as appropriate and at SC Housing's discretion, if there is an error in calculation of the assistance, misapplication of funds, where there is a violation of SC Stay Plus program policies, and/or fraud, waste or abuse is committed by the Landlord or Tenant;
- b. acknowledge that SC Housing make no representation or warranty regarding the condition of any property or rental unit for which SC Stay Plus Program funds or assistance are received and that issuance of SC Stay Program funding on behalf of any Tenant to any Landlord should not be construed as acceptance by SC Housing of any property condition(s) or approval of the terms of any lease that has been provided as a part of the application; and
- c. consent that in the event there are inconsistencies between the lease and this Certification, the terms of this Certification prevail.

I certify that the answers I have given are true, accurate and complete to the best of my knowledge and approve of any and all inquiries to verify any statement above.

Landlord: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Additionally, such person may be subject to criminal prosecution pursuant to Title 16 of the South Carolina Code of Laws.