

Only eligible weatherization measures as defined by the North Carolina Weatherization Assistance Program shall be applied to any building. No undue enhancement shall occur to the value of the dwelling units as a result of weatherization work performed. Undue enhancement is defined as any enhancement to a building that increases the value of the property and does not provide energy conservation or health and safety benefits to the tenant.

Commencing on the date the owner and/or tenant signs that work is complete and continuing for a period of twenty-four (24) months, owner agrees not to increase rents on units weatherized. If a lease in effect expires prior to the end of the twenty-four month period, a new lease may be signed, but rents will remain at the previous level until the expiration of the twenty-four month period, unless demonstrably related to matters other than weatherization work. (10CFR 440.22(b) (3) (ii)) “Demonstrably related to matters other than weatherization work performed” is defined as an increase in excess of 25% per year in (1) Fair Market Value of rental units or (2) an increase in property taxes.

Owner also agrees not to terminate or evict any covered tenants or any subsequent tenants, commencing on the date the owner and/or tenant signs that work is complete and continuing for a period of twenty-four (24) months. This provision is in effect provided the tenant complies with all obligations owed to the owner in accordance with any leases or rental agreements between the owner and tenants.

This agreement applies to present tenants and any subsequent tenants for the twenty-four month period.

If a tenant feels they have had rents increased contrary to the provisions of this agreement, or feels they have received an eviction notice without cause, they may contact the local Legal Services Agency or the Weatherization Service Provider.

This agreement shall run with the land and/or weatherized unit in the case of sale or transfer to other owner/agents. The owner is responsible to give official notice of this agreement to any subsequent owners.

Either party to this agreement may bring an action for specific performance of its terms. Tenants residing in dwelling units covered by this agreement are intended third-party beneficiaries of any of the provisions of the agreement related to rental increases, evictions, and terminations of tenancies.

RENTER Certification

I, _____,
Name (Please print.)

certify that I am currently renting a dwelling unit located at:

Residence or Physical Address City State

I have read and understand the terms of this agreement.

Signature Date

LANDLORD (Owner or Authorized Agent) Certification

I have read and agree to the terms of this agreement.

Signature of Owner or Authorized Agent Date

Mailing Address City State Zip

Phone No.: _____ Fax No.: _____

WEATHERIZATION SERVICE PROVIDER Certification

I have read and agree to the terms of this agreement.

Signature of Weatherization Service Provider Authorized Agent Date