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# **Landlord Engagement Initiative Program Manual**

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### **1. Introduction**

In this incredibly competitive housing market, rental vouchers are one of the only tools which allow lower-income households to afford a rental unit. However, even when households are able to access this resource, it is difficult to locate a Landlord who will accept the subsidy. Fair Tide's Landlord Engagement Initiative was created to incentivize Landlords to rent their units to these individuals and families.

### **2. Program Goals**

The primary goals of Fair Tide's Landlord Engagement Initiative (LEI) are to build mutually beneficial relationships with area landlords, secure housing for individuals and families with rental vouchers, and ensure successful tenancies.

### **3. Program Benefits**

#### **a. Financial Incentives**

- i. Landlords who enroll a unit in the LEI program qualify for up to \$2,000 in financial incentives per unit, plus an additional \$250 for each new property owner who is referred to the LEI program by Landlord.
- ii. Financial incentives currently available include:
  1. An Enrollment Incentive of \$250 when the unit is enrolled in the LEI program (see "Enrollment Date")
  2. An Availability Incentive of \$1,000 when the unit is clean, vacant, and ready for occupancy by an LEI Tenant. (see "Availability Date"); and
  3. A Leasing Incentive of \$750 when a lease is signed with an LEI Tenant (see "Effective Date").
  4. A Referral Incentive of \$250 when Landlord refers another property owner to participate in the LEI and when the new property owner enters a lease agreement with an LEI tenant.
- iii. For additional detail regarding payment terms and conditions, including any refunds that may be due following Landlord's termination of enrollment, please see the Enrollment Agreement (Appendix A).

#### **b. Risk Mitigation Funds**

- i. Landlords enrolled in the LEI also gain access to a set of Risk Mitigation funds intended to help address or offset any Surplus Damages incurred beyond Normal Wear and Tear. Landlords may file a claim for up to \$2,000 from this fund if there are Surplus Damages to the unit that are:
  1. Above and beyond Normal Wear and Tear, as defined herein; and
  2. The cost to fix the damages is greater than the Security Deposit.
- ii. The fund may also cover lost revenue due to nonpayment of rent, evictions, or prolonged unit turnover due to damage repair.
- iii. For additional detail on the process for requesting Risk Mitigation funds, please see Risk Mitigation Fund Claim Form (Appendix D).

#### **c. Case Management Support**

- i. Fair Tide provides ongoing case management services to all LEI Tenants, communicating regularly to help with stability and goal achievement.

- ii. The case manager and program staff serve as resources and points of contact for the Landlord as well.

#### **4. Rental Voucher Programs**

- a. Overview:
  - i. Rental vouchers are a tool to assist low-income individuals and families to afford decent, safe and affordable housing in the private market. The participant can choose any housing that meets the standards of the voucher program, including health and safety standards (see Appendix B for Housing Quality Standards (HQS) Inspection Checklist).
- b. Payments:
  - i. The voucher holder is responsible for paying 30% of their adjusted gross income toward rent and utilities. This payment comes from the LEI Tenant directly to the Landlord and/or utility companies.
  - ii. The voucher covers the remainder of the rent, up to a maximum amount determined by the voucher administrator. This payment comes from the voucher administrator and is directly deposited into the Landlord's bank account every month.
  - iii. If a LEI Tenant's income changes (increases or decreases), the portion of rent paid by the LEI Tenant and voucher administrator are adjusted so the Landlord always receives full payment.
- c. Types:
  - i. There are several different rental voucher programs administered by a handful of agencies. Some programs are geared toward certain populations such as veterans, people experiencing homelessness, individuals with mental health diagnoses, and survivors of domestic violence. Other than the payment originating from different administrators, the basic function, process and obligations are fairly uniform across all voucher programs.

#### **5. Participating Parties and Primary Responsibilities**

- a. Primary Participants:
  - i. Landlord
    1. Allow an initial inspection of the available unit prior to enrolling.
    2. Screen Potential LEI Tenants and make final tenant selection.
    3. Complete any paperwork related to LEI and the rental voucher in a timely manner, with assistance from program staff.
    4. Execute a lease agreement with an LEI tenant, for a minimum of one year.
    5. Complete the LEI Move-In/Move Out (MIMO) Report with the LEI Tenant and case manager prior to occupancy (see Move-In/Move-Out Process in Section 8 below and MIMO Report attached as Appendix C).
    6. Comply with all stipulations of the lease agreement and voucher agreement.
    7. Contact Fair Tide's case manager in a timely manner if a tenancy concern arises and collaborate with Fair Tide's case manager and/or others as needed to address the concern.
    8. Complete a Move-Out Inspection with the LEI Tenant and

case manager at the end of the lease (see Move-In/Move-Out Process in Section 8 below and MIMO Report attached as Appendix C).

- ii. LEI Tenant
  - 1. Complete voucher and rental application processes in a timely manner with assistance, as needed, from LEI program staff.
  - 2. Comply with all stipulations of lease agreement, including timely payment of tenant's portion of the rent.
  - 3. Comply with all stipulations of voucher agreement.
  - 4. Maintain regular contact with LEI program staff.
- b. Coordinating Agencies
  - i. Fair Tide - LEI program administrator.
    - 1. Case Manager
      - a. Refer Potential LEI Tenants to Landlord partner(s).
      - b. Facilitate the application process between Landlord and Potential LEI Tenant.
      - c. Assist Landlord with rental voucher paperwork and process.
      - d. Support Landlord and LEI Tenant in performing the Move-In and Move-Out inspection process.
      - e. Connect regularly with LEI Tenants to provide ongoing support.
      - f. Be available to LEI Tenants and Landlords throughout tenancy to support success.
    - 2. Executive Director, or other Administrator
      - a. Administer Enrollment and Leasing Incentives.
      - b. Process all claims related to the Risk Mitigation Fund.
  - ii. York Community Service Association - LEI program partner.
    - 1. Landlord Engagement Specialist
      - a. Recruit Landlord partners into the LEI program and respond to program inquiries.
      - b. Conduct unit inspection prior to enrollment in the program.
      - c. Assist with unit enrollment process.
      - d. Track entire process from enrollment to lease signing to ensure all steps are completed.
- c. Voucher Administrators
  - i. Voucher program staff
    - 1. Initiate, coordinate and complete all paperwork and processes from the voucher administrator side.
    - 2. Ensure monthly rental payments are deposited into the Landlord's bank account.
  - ii. Inspector
    - 1. Conduct initial Housing Quality Standards inspection prior to Move-In process; inform Landlord of any items that did not pass or which need to be addressed prior to occupancy.
    - 2. Conduct annual inspections thereafter to ensure continued compliance with applicable standards.

## 6. Program Eligibility

### a. Properties

- i. Location: unit is located in Kittery, Kittery Point, York, Eliot, Berwick and/or South Berwick, Maine. Units outside of this general service area will be considered on a case-by-case basis.
- ii. Units must pass the Housing Quality Standards inspection. A pre-inspection prior to unit enrollment may help identify any potential items of concern. See Housing Quality Standards Inspection Checklist attached as Appendix B for additional detail.

### b. Tenants

- i. LEI program tenants must have a rental voucher, or be in the process of obtaining a rental voucher.
- ii. Preference is given to households who are experiencing homelessness, or are at risk of homelessness.
- iii. Tenants must meet the requirements set by Landlord partners for their rental units.

## 7. General Process for Enrollment, Screening, Leasing, and Support

Item	Time Period	Description
1	<b>Pre-Enrollment</b>	Landlord demonstrates interest in participating in LEI
2		Landlord and Fair Tide discuss LEI program
3		Landlord pre-inspects potential unit with reference to Housing Quality Standards Inspection Checklist (Appendix B) and with support from Landlord Engagement Specialist
4	<b>Enrollment</b>	Landlord completes Enrollment Agreement
5	<b>Within four months of anticipated availability</b>	Fair Tide provides Enrollment Incentive and begins looking for Potential LEI Tenant(s) for unit
6		Fair Tide notifies Landlord of Potential LEI Tenants
7		Landlord screens Potential LEI Tenants and chooses LEI Tenant
8	<b>Unit Available for Occupancy</b>	Fair Tide provides Availability Incentive when unit is clean, vacant and ready for occupancy
9		Fair Tide supports Landlord and LEI Tenant in completing paperwork for voucher process
10		Voucher Administrator conducts inspection of unit and Landlord addresses any issues that arise during inspection
11	<b>Leasing</b>	Landlord and LEI Tenant finalize lease agreement

12		Fair Tide provides Leasing Incentive to Landlord
13		Landlord and Tenant complete Move-In/Move-Out Inspection process and MIMO Report (Appendix C)
14		LEI Tenant takes possession of property and moves in
15		Fair Tide supports Landlord and LEI Tenant with any issues that arise during tenancy and works to ensure success of Landlord/Tenant relationship
16	<b>Termination</b>	Landlord or LEI Tenant choose to terminate tenancy
17		Landlord informs Fair Tide whether Landlord would like Fair Tide to identify another LEI Tenant for future occupancy
18		Landlord and LEI Tenant complete move-out process
19		Fair Tide welcomes feedback from Landlord and LEI Tenant about what, if anything, could be done to improve the program or more fully support Participating Parties

## 8. Move-In/Move-Out Process

- a. The LEI Move-In/Move-Out Process is intended to protect both Landlords and LEI Tenants from property damages outside of their control and beyond Normal Wear and Tear. The most effective process occurs prior to move-in and follows the following general steps:
  - i. **Step 1:** Landlord completes the LEI Move-In/Move-Out Inspection Report form (see MIMO Report at Appendix C) in cooperation with Fair Tide's Case Manager to document issues, concerns, or damages that existed prior to the LEI Tenants' occupancy.
  - ii. **Step 2:** Landlord and Fair Tide Case Manager review the MIMO Report with LEI Tenant and provide a reasonable opportunity for the LEI Tenant to independently review the report and make any necessary additions thereto.
  - iii. **Step 3:** Landlord, LEI Tenant, and Fair Tide Case Manager sign the MIMO Report to confirm condition of the Property prior to occupancy and, where helpful, necessary, or appropriate take and mutually share video(s) or photos documenting any existing issues or concerns that are not adequately reflected on the MIMO Report.
  - iv. **Step 4:** LEI Tenant moves into the property and begins period of occupancy.
  - v. **Step 5:** As a tenancy nears conclusion, and after Landlord or LEI Tenant have provided appropriate notice regarding termination of a tenancy, the LEI Tenant may request a pre-move-out inspection to identify and remedy any damages or deficiencies beyond Normal Wear and Tear. If issues are identified, the LEI Tenant may be given an opportunity to remedy the issues prior to lease termination, provided the repairs are: a) made at LEI Tenant's expense; b) performed by LEI Tenant or through others who have adequate insurance and licenses and are approved by Landlord; c) the repairs comply with applicable law, including governmental permit,

inspection and approval requirements; and d) repairs are performed in a good, skillful manner with materials of quality and appearance comparable to existing materials.

- vi. **Step 6:** Following move-out, LEI Tenant notifies Landlord that the move-out process is complete and invites Landlord to complete a final inspection. Landlord documents any issues beyond Normal Wear and Tear on the MIMO Report and provides notice to LEI Tenant, who may, in the Landlord's discretion, be given one final opportunity to remedy the issue(s).
- vii. **Step 7:** Within 30 days of move-out, and in accordance with 14 M.R.S.A. §6033, Landlord provides written notice to LEI Tenant regarding any issues or repairs that require withholding any or all of the security deposit and which includes: a) an itemized list of repairs and charges, including any applicable estimates or receipts; and b) a refund check for the amount of the security deposit, less any amounts withheld by Landlord to address the issues identified.

## 9. Dispute Resolution

- a. From time to time, it may be necessary for Landlord and/or Fair Tide to help LEI Tenants address or resolve issues that arise between other tenants or between Landlord and the LEI Tenant.
- b. To prevent and resolve issues most effectively, Fair Tide encourages all Landlords to include rules and regulations of occupancy in each lease agreement which outline the various expectations of tenancy, including how issues should be reported to Landlord and what methods will be used to address or resolve issues reported.
- c. In all efforts, Fair Tide encourages open communication and collaboration among all Participating Parties and the utilization, when available, of various dispute resolution mechanisms, including conflict coaching, facilitated dialogue, mediation, or restorative justice processes intended to help address and repair any harm caused.
- d. In some instances, it may be necessary for Landlords to determine whether a specific rule or regulation of occupancy has been violated. In such instances, Fair Tide encourages Landlords to document their finding(s) in writing so LEI Tenants (or others) have a clear understanding of Landlord's expectations and what is needed to avoid similar issues in the future.

## 10. Definitions (alphabetical)

- a. Anticipated Availability Date: the date on which a Landlord expects a rental unit enrolled in the LEI program to become available for occupancy by an LEI Tenant.
- b. Availability Date: The date a unit is clean, vacant and ready for occupancy by an LEI tenant.
- c. Effective Date: the date on which a Landlord and LEI Tenant finalize a lease agreement applicable to a unit enrolled in the LEI program.
- d. Enrollment Date: the date on which an eligible unit is accepted into the LEI program following Landlord's completion of an Enrollment Agreement that has been accepted and approved by Fair Tide.
- e. Landlord: A property owner or their lawful designee who has the authority to enroll a unit in the LEI program and who agrees to participate in accordance with the terms and conditions outlined in the Enrollment Agreement and in the LEI Program Manual, as currently in place or as amended.

- f. LEI Tenant: a tenant who has been identified by Fair Tide through the LEI as eligible for participation in the LEI and who completes a lease agreement with a Landlord for a unit enrolled in the LEI program
- g. Normal Wear and Tear: Consistent with 14 M.R.S. § 6031, the term “Normal Wear and Tear” means “the deterioration that occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident or abuse of the premises or equipment or chattels by the tenant or members of the tenant's household or their invitees or guests. The term ‘normal wear and tear’ does not include sums or labor expended by the landlord in removing from the rental unit articles abandoned by the tenant such as trash. If a rental unit was leased to the tenant in a habitable condition or if it was put in a habitable condition by the landlord during the term of the tenancy, normal wear and tear does not include sums required to be expended by the landlord to return the rental unit to a habitable condition, which may include costs for cleaning, unless expenditure of these sums was necessitated by actions of the landlord, events beyond the control of the tenant or actions of someone other than the tenant or members of the tenant's household or their invitees or guests.”
- h. Potential LEI Tenant: an individual who has been identified by Fair Tide as eligible for participation in the LEI program as an LEI Tenant and who has or will have a voucher available for us on or around the Anticipated Availability Date.
- i. Security Deposit: Consistent with 14 M.R.S. § 6031, the term "Security deposit" means “any advance or deposit, regardless of its denomination, of money, the primary function of which is to secure the performance of a lease or tenancy at will agreement for residential premises or any part thereof.”
- j. Surplus Damage: For purposes of the LEI Program, the term Surplus Damage refers to any damage, other than Normal Wear and Tear, which exceeds the value of the Security Deposit and for which Landlord may seek compensation from the Risk Mitigation fund, up to a maximum of \$2,000.

## 11. Amendments to Program Manual

- a. In an ongoing effort to improve and expand the LEI, Fair Tide may, from time to time, make amendments or additions to this Program Manual. Clerical or administrative amendments may be made without notice to Participating Parties, whereas substantive amendments, defined as those impacting the rights, responsibilities, or incentive structure of Participating Parties, shall be preceded by a sixty (60) day notice period, which allows Participating Parties to decide whether they would like to continue participating under the substantive revisions or additions made by Fair Tide. No revision or addition made by Fair Tide may impact the Financial Incentives offered to Landlord for the Property(ies) listed on their original Enrollment Agreement.

## 12. Appendices

- a. Enrollment Agreement
- b. Housing Quality Standards (HQS) Inspection Checklist
- c. Move-in/Move-Out Form
- d. Risk Mitigation Fund Claim Form