

**SURVEY OF STATE TENANT PROTECTION POLICIES FOR THE
WEATHERIZATION ASSISTANCE PROGRAM (WAP)**

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Lisa Sitkin and James Grow, National Housing Law Project



Introduction

In 1976, the Congress established the Weatherization Assistance Program (WAP) in order “to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential energy expenditures, and improve their health and safety....”¹ WAP funds are overseen by the Department of Energy, and administration of the program is handled by states and their sub-grantees at the local level. WAP funds can be used to subsidize energy efficiency improvements to single-family residences (owner-occupied and rental) as well as to rental units in multifamily properties.²

WAP has provided substantial benefits to low-income tenants across the country through improvements to their rental units—such as better insulation and more efficient appliances—that can reduce tenants’ energy bills and improve their living conditions. In the multifamily context, however, such improvements can also result in financial benefits to property owners that may erode the benefits to the low-income tenants who are the program’s intended beneficiaries. A landlord might, for example, try to institute rent increases on improved units or possibly evict tenants in those units in order to rent the units to new tenants at higher prices. WAP improvements and accompanying repairs can also increase an owner’s equity in a property, increasing the likelihood that an owner might sell to a new owner who may in turn raise rents or evict tenants to bring in higher rents. When tenants are paying some or all of their energy bills as part of their rent, potential savings on those bills can be siphoned off by such rent increases.

In order to safeguard WAP’s benefits to low-income tenants, the statute authorizing WAP imposes some basic requirements on states administering WAP funds.³ Regulations and program notices from DOE provide some additional guidance regarding compliance with these requirements.⁴ However, the WAP statute and regulations give the individual states broad discretion over the specific measures they employ to meet the statutory requirement of ensuring that WAP benefits “accrue primarily to the low-income tenants residing in such units.”⁵ As a result, state-level WAP rules implementing these tenant-protection requirements vary widely.

¹ 42 U.S.C. § 6861(b) (2018).

² Although the program has always permitted use of WAP funds for improvements to multifamily properties, DOE, states and local agencies have placed more emphasis on the multifamily sector in recent years. See Weatherization Program Notice (WPN) 16-5 (May 5, 2016) at 11 [hereinafter “WPN 16-5”].

³ 42 U.S.C. § 6863(b)(5) and (b)(6) (2018).

⁴ 10 C.F.R. § 440.22(b), (c) and (d) (2018); *see also*, <https://www.energy.gov/eere/wipo/weatherization-program-guidance>.

⁵ 42 U.S.C. § 6863(b)(5)(A) (2018).

As WAP and similar government and utility-funded programs aimed at increasing energy efficiency in multifamily properties expand around the country, the need for robust and enforceable tenant protections is also growing. The following survey examines WAP tenant protection policies in 25 states⁶ in order to provide a working inventory of tenant protection measures available to policymakers and program administrators when government or public utility funds are used to subsidize energy efficiency improvements in multifamily rental properties. The discussion below also highlights state WAP policies that are likely to provide the strongest protections to tenants, identifies concerns about certain other policies, and sets forth a series of questions for further research and analysis, including questions aimed at determining how to strike the appropriate balance between safeguarding tenant benefits and maintaining owner participation.

Discussion

1. Federal Statutory and Regulatory WAP Tenant-Protection Requirements

WAP grantees are subject to both statutory and regulatory requirements. With regard to tenant benefits and protections, the WAP statute states:

In any case in which a dwelling consists of a rental unit or rental units, the State, in the implementation of this part, shall ensure that—

(A) the benefits of weatherization assistance in connection with such rental units, including units where the tenants pay for their energy through their rent, will accrue primarily to the low-income tenants residing in such units;

(B) for a reasonable period of time after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed;

⁶ Alaska, California, Colorado, Connecticut, Florida, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Michigan, Montana, Nevada, New Mexico, New York, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Utah, Washington, Wisconsin, and Wyoming. This survey updates and expands a similar survey by the National Consumer Law Center from 2009.

(C) the enforcement of subparagraph (B) is provided through procedures established by the State by which tenants may file complaints and owners, in response to such complaints, shall demonstrate that the rent increase concerned is related to matters other than the weatherization work performed; and

(D) no undue or excessive enhancement will occur to the value of such dwelling units.⁷

DOE has promulgated regulations under the WAP statute that provide, in relevant part, that WAP grantees must establish procedures to ensure that the statutory requirements are met.⁸ The WAP regulations also provide that:

(c) In order to secure the Federal investment made under this part and address the issues of eviction from and sale of property receiving weatherization materials under this part, States may seek landlord agreement to placement of a lien or to other contractual restrictions.⁹

In 2016, DOE also issued a Weatherization Program Notice with additional guidance regarding the use of WAP funds in multifamily rental properties¹⁰ along with a set of Frequently Asked Questions regarding weatherization of rental units.¹¹

2. State WAP Tenant Protection Policies

State WAP policies relating to tenant protections generally appear in a state's WAP plan and/or WAP operations manual as well as in agreements between WAP sub-grantees and landlords participating in WAP projects and/or in WAP landlord-tenant agreements.¹² The WAP statute and regulations do not require use of such agreements, but DOE guidance on weatherization of rental units does strongly recommend their use,¹³ and all of the states surveyed appear to use them.

As a result of the broad discretion granted under federal law, states have developed a

⁷ 42 U.S.C. § 6863(b)(5) (West 2018).

⁸ 10 C.F.R. § 440.22(b)(3) (West 2018).

⁹ *Id.*, § 440.22.

¹⁰ WPN 16-5.

¹¹ WPN 16-6 (May 5, 2016).

¹² Note that in some states, WAP agreements do not always track provisions in a state plan or WAP manual exactly, particularly when the state has not created a standard template for the landlord agreements.

¹³ WPN 16-6 at 3 (stating that even though the WAP regulations do not require that sub-grantees have landlords sign WAP agreements, "DOE highly recommends this practice.").

wide variety of policies aimed at meeting their tenant-protection obligations.¹⁴ These policies fall into four main categories:

- Restrictions on rent increases;
- Eviction protection;
- Sale restrictions; and
- Enforcement mechanisms.¹⁵

a. Restrictions on Rent Increases¹⁶

Restricting rent increases after WAP-funded improvements to a rental property offers a direct method of ensuring that tenants receive the benefits of weatherization. It allows tenants who pay for their utilities directly to see the full benefit of reduced energy bills without having the reductions offset by increased rents. It also protects tenants who pay for utilities as part of the rent payment from ending up with a higher net rental payment than they had before the weatherization project.¹⁷

The WAP statute and regulations explicitly prohibit rent increases “for a reasonable period of time after [the] work has been completed...unless those increases are demonstrably

¹⁴ Appendix A to this survey is a table summarizing each state’s specific policies. It is important to note that while some states impose uniform tenant-protection standards across all WAP sub-grantees, others do not. This survey provides an overview and comparison of all 25 states’ respective approaches to tenant protection, but it does not cover intrastate differences in depth. Advocates representing tenants in WAP matters are therefore advised to review project-specific agreements and consult with the appropriate local WAP sub-grantee.

¹⁵ The 2009 version of this survey by the National Consumer Law Center also included a discussion of owner contribution requirements, which are authorized but not required by the WAP statute. Most states do require some form of owner contribution to WAP improvement projects, though they generally also include many exemptions based on type and income level of a particular owner. This updated survey omits a detailed review of states’ owner contribution rules because they do not directly impact tenants. However, as indicated in the final section below (“Questions and Issues for Further Research”), owner contribution requirements in a given program are relevant to any assessment of the appropriate type and level of tenant protection measures since those requirements will likely affect owners’ participation and their willingness to accept certain tenant-protective restrictions.

¹⁶ Some states, including Massachusetts and New York, exempt properties covered by subsidized housing program rules or rent control from rent increase restrictions since increases there are already subject to external oversight.

¹⁷ Unlike tenants who pay for heat directly and therefore should see lower utility bills as a result of WAP-funded improvements, those who have heating costs included in the rent may not receive a benefit from the weatherization without additional commitments from their landlords. Since the WAP statute and regulations require that states and their WAP sub-grantees ensure that the benefits of WAP-funded improvements accrue primarily to low-income tenants, including those who pay for heat through the rent, WAP policies need to address this requirement separately. As discussed below, a couple of states have opted to provide longer rent, eviction and/or sale protection periods for tenants who pay for heat through their rent. Oregon explicitly requires landlords to reduce the rent of tenants who pay for energy as part of the rent payment unless they can show specific health or safety benefits. Other states require landlords to specify other concrete ways their low-income tenants will benefit from a given weatherization project, which can include, for example, longer-term preservation of the property as affordable housing, investment of the landlord’s savings in facilities or services with measurable benefits to tenants or creation of a shared savings program. *See, e.g.,* Appendix C (Alaska’s “Accrual of Benefits to Tenants” form).

related to matters other than the weatherization work performed.”¹⁸ As a result, all of the states surveyed include some type of restriction on rent increases in their respective WAP procedures and/or agreements. Because the federal standard leaves considerable room for interpretation, however, the actual restrictions adopted by the different states vary widely in their specifics and in the level of protection provided to tenants.

Moreover, the federal standard has inherent limitations, principally because it does not require a bright-line rule against any rent increases following a WAP improvement project. In practice, it is very difficult to trace the dollar amount of a given rent increase to a specific basis, especially in a rising rental market. It is also relatively easy for deft accounting to mask an impermissible rent increase based on WAP improvements as a permissible one based on other factors, such as increased operating or maintenance costs. Because the federal standard allows for rent increases not related to the WAP work and does not set out or require a mechanism for states to proactively monitor and enforce compliance, the risk that tenants’ utility savings could be eroded by a WAP-related rent increase remains in most cases.

i. Length of Restriction Period

In response to the statutory directive to prevent rent increases for a “reasonable period of time” and the absence of further regulatory guidance on the issue, states have set restriction periods for rent increases that range from six months (Utah) to five years (Montana). Ten of the states surveyed prohibit increases for at least one year (with some local agencies opting for longer restriction periods), three for eighteen months, and four for two years. Six states appear to have made their restrictions on increases due to WAP-funded improvements permanent. In Washington, for example, landlords must agree that weatherization improvements “cannot be used to justify *any* rent increase.”¹⁹ New York prohibits any future rent increases imposed “because of the weatherization improvements paid for by WAP Funds” and additionally prohibits owners from applying for or receiving a “major capitol [sic] improvement rent increase for any weatherization work [covered by the agreement].”²⁰

As an additional safeguard, Massachusetts imposes further restrictions on rent increases

¹⁸ 42 U.S.C. § 6863(b)(5)(B) (West 2018); *see also* 10 C.F.R. § 440.22(b)(3)(ii).

¹⁹ Washington WAP Manual, Exh. 1.3.3B. Washington’s model WAP landlord agreement does not specify a set term or indicate that the restriction on WAP-related rent increases expires at a certain time.

²⁰ New York WAP Operations Manual, Form 8C. Note that New York’s owner agreement does permit owners of properties subject to rent control or rent stabilization to receive approval from the governing state or local agency for “standard, periodic, incremental” increases in rent.

after the initial one-year period for tenants who pay for heat as part of their rent, with specific percentage increase caps and restriction periods set on a case-by-case basis.

ii. Scope of Restriction

States have interpreted and implemented the statutory exception for rent increases “demonstrably related to matters other than the weatherization work performed” in many different ways. Two states, Massachusetts and Idaho, use a bright-line rule prohibiting rent increases for a period of one year for any reason.²¹ Other states include guidance regarding what type of circumstances might justify a rent increase. Michigan requires that any increase during its 24-month restriction period be “fully justified due to significant increases in actual operating costs.” California provides a non-exclusive list of “allowable factors” justifying a rent increase during its 24-month restriction period, including actual increases in property taxes or operating and maintenance expenses or the actual cost of amortizing non-WAP improvements to the property. Alaska has the most specific policy in this regard, limiting matters justifying a rent increase during its 18-month restriction period to “increases in the Fair Market Value of rental units, an increase in property taxes, or increases in utilities paid by the owner, in excess of 25% per year.”²² By including a factor like fair market value, however, Alaska’s policy may open the door to misapplication because increases in fair market value are difficult to verify and may result, at least in part, from the WAP improvements.

The majority of states have opted for even vaguer standards and simply use the statute’s “demonstrably related to matters other than” formulation or a close variant. These states allow rent increases, for example, as long as the increases are not “related to” or “because of” the weatherization work or if they “reflect” matters other than the weatherization work. Two states, California and Colorado, provide even more limited protection, allowing for rent increases during their respective restriction periods as long as the increases are not “due solely” to the weatherization work – *i.e.*, even if the increases are tied in part to the weatherization work.²³

Notably, none of the states surveyed requires a participating landlord to have rent increases pre-screened or approved during the applicable restriction period. Instead, all of them rely on the affected tenants to report possible violations in order to trigger any scrutiny, with

²¹ Idaho also permanently prohibits any rent increases due “solely” to the weatherization work.

²² Alaska Weatherization Operations Manual (2018) at 1-31.

²³ Massachusetts also uses the “due solely” standard for its permanent restriction.

only a handful explicitly placing the burden of proof on the landlord at that point.²⁴ For example, Connecticut’s WAP manual requires the owner to “justify any increase in the rent that occurs in the period,” and its WAP agreement with landlords only permits increases if the owner “can document...factors other than the weatherization assistance.” In Ohio, if a tenant complains about a rent increase, the landlord must “document the basis to the agencies [sic] satisfaction.” However, because of the inherent limitations of a standard that permits rent increases not related to WAP, it would not be difficult for a landlord to justify an increase in most jurisdictions

b. Eviction Protection

Unlike rent protections, eviction protections are not mandated by the WAP statute or regulations. Nevertheless, eviction protections are critical to ensuring the effectiveness of rent protections and preventing displacement. Without this type of restriction, there is a risk that owners not already subject to good-cause eviction rules will simply evict the current tenants during or after a weatherization project in order to rent to new tenants at a higher rate.

In the absence of a federal mandate, only 18 of the states surveyed include some form of eviction protection as part of their respective WAP policies. The remaining states either do not require WAP-related eviction protections or leave the adoption of such provisions to the discretion of local WAP agencies. Among the states with WAP-related eviction protections, there is significant variation in terms of both length and scope of protection.

i. Length of Restriction Period

Three states impose permanent limitations on evictions from units improved using WAP funds.²⁵ Most of the states with eviction restrictions in place set them for one to two years. In New York, the eviction restriction period lasts five years for tenants who pay for heat through their rents. Indiana’s WAP manual states that sub-grantees “must ensure protection of the low-income household from improper eviction,” but does not provide any further guidance or include anything about evictions in its discussion of WAP landlord agreements.²⁶

²⁴ Washington also requires landlords to agree to provide pre-WAP rent schedules (presumably for comparison with a baseline), but only upon request of the WAP agency. Washington WAP Manual, Exh. 1.3.3B. Kentucky has a similar requirement

²⁵ It is unclear if Idaho’s eviction restriction is intended to be permanent or for only 12 months, so it is not included here with the states that clearly do have permanent restrictions.

²⁶ Because we were not able to locate a sample WAP landlord agreement from Indiana, it is unclear how or whether sub-grantees there are implementing this directive.

ii. Scope of Restriction

Where they do apply, WAP-related eviction restrictions also vary in terms of permissible grounds for evicting a tenant after a weatherization project. Many states impose some form of good-cause requirement on any evictions initiated during the applicable restriction period, permitting evictions only when a tenant fails to comply with the terms of the lease or with other applicable laws or regulations. For example, Connecticut's agreement states, "there will be no evictions or removal of tenants, from the date the weatherization work is completed, so long as every on-going obligation and responsibility owed to the owner is complied with." Michigan and Ohio list five permissible grounds for eviction: failure to pay rent; violating terms of the lease; causing substantial damage to the premises; permitting a nuisance; or carrying on an unlawful business.

Other states regulate post-weatherization evictions more lightly, only prohibiting evictions related to the WAP-funded work or when they would undermine WAP rent protections. For example, Nevada's landlord agreement provides that a landlord "will not evict tenant(s) to void your agreement [not to raise rents]," but emphasizes the narrowness of the protection by stating that the agreement "does not interfere with your right to evict tenant(s) for normal reasons." Two of the three states with permanent WAP-related eviction restrictions, Kansas and Wyoming, use this weaker formulation. Only Connecticut imposes a permanent good-cause requirement on post-weatherization evictions.

One other way some states discourage evictions intended to evade WAP rent restriction rules is by including explicit protections for successor tenants who move into weatherized units during the applicable restriction period.²⁷ Alaska's WAP agreement with landlords states, "[t]his agreement applies to present tenants and any subsequent tenants for the eighteen-month period." A Montana WAP sub-grantee's landlord agreement states, "[t]he present tenant, or any successor tenant is the intended beneficiary of this agreement...." While most WAP tenant protection rules implicitly protect successor tenants, making the reach of the protections explicit in owner agreements puts owners on notice, discourages evictions for purposes of increasing rents, and avoids ambiguity in the event of a dispute.

As with the restrictions on rent increases, no states require pre-approval by a WAP

²⁷ Successor tenant protections are not limited to eviction; they may also apply to restrictions on rent increases and limits on the sale of a weatherized property.

agency for the initiation of an eviction during the applicable restriction period. As discussed below in Section (d)(iii), Utah does require advance notice to tenants of any intended eviction as well as binding arbitration of any dispute regarding whether the WAP agreement permits a given eviction, but those procedures still rely on tenants to initiate any enforcement activity.

c. Sale Restrictions

Federal law does not require states or their sub-grantees to restrict the sale of properties following a WAP-funded weatherization project. However, because a property sale opens the door to possible rent increases and evictions by the new owner, the majority of states surveyed have adopted some form of post-weatherization sale restriction, with wide variation in length and type of restriction.

i. Length of Restriction Period

For states with set restriction periods for post-weatherization property sales, the length of the restriction period ranges from 60 days (California) to 5 years (New York, when heat is included in rent).²⁸ Most states have restriction periods of either one or two years. Only one state, Alaska, imposes a sale restriction of indefinite length.

ii. Type of Restriction

The strongest form of sale restriction treats a landlord's tenant-protection obligations as covenants that run with the land and provides for recordation of the agreement so that any prospective buyer conducting a title search will be made aware of the WAP obligations. The only WAP agreement reviewed for this survey that requires a landlord to agree to and pay for recordation of the agreement is Ohio's "Sample Tenant Owner Agency" agreement, included in the state's WAP manual. However, at least one Ohio WAP sub-grantee does not include the recordation provision in its WAP agreement with landlords. Alaska's landlord agreement states that the agreement runs with the land and requires the landlord to give any subsequent owner "official notice" of the agreement's terms, though it is unclear whether "official notice" means anything more than written notice. Oregon encourages but does not require WAP agencies to use liens to enforce post-weatherization sale restrictions.

The majority of states with sale restrictions rely on the landlords themselves to provide

²⁸ As with its eviction restriction, New York distinguishes in its sale restriction between tenants who pay for heat directly to a utility and those who pay for heat through their rent. For tenants who pay for heat directly, the restriction period is two years.

notice to the WAP agency (and sometimes to tenants) of any property sale during the applicable restriction period and/or to obtain agreement from buyers to assume the landlord's WAP obligations. Illinois prohibits sales during the restriction period unless the buyer assumes the WAP obligations, but most of the other states permit a landlord who wants to sell to elect to repay some or all of the WAP funding in lieu of securing buyer assumption. Idaho's WAP State Plan only provides for reimbursement of WAP funds in the event of a sale within the state's one-year restriction period.

It is debatable whether allowing sales to proceed upon repayment of WAP funds really benefits low-income tenants. The specter of a financial penalty might discourage certain sales under certain market conditions, and the replenishment of WAP funds could end up benefiting low-income tenants in other properties, but without a binding commitment from the new owner, the tenants in a building that is sold after weatherization could face rent hikes and/or evictions that would effectively cancel out any financial benefits to them and undermine a principal purpose of the program.

d. Enforcement Mechanisms

Even when states require participating owners of multifamily rental properties to agree to strong WAP tenant protections as a condition of receiving WAP funding, in the absence of robust enforcement mechanisms, landlords may still engage in practices that either erode the intended tenant benefits or cause new hardships for tenants. Federal law only requires states to establish procedures for tenants to file complaints regarding rent increases and for landlords to respond to those complaints.²⁹ The WAP statute and regulations give states substantial discretion in designing their rent-increase complaint procedures, and complete discretion with respect to enforcement of provisions not directly related to rent increases. As a result, there are significant variations among the types and scope of enforcement mechanisms included in different states' WAP policies. One thing the various policies do have in common, however, is that they all rely on tenants themselves to identify and initiate complaints about landlord violations; none of the policies surveyed included auditing requirements designed to detect improper rent increases, evictions or property sales.³⁰

²⁹ See 42 U.S.C. § 6863(b)(5)(C) and 10 C.F.R. § 440.22(b)(3)(iii).

³⁰ Several states do include requirements that WAP agencies collect rent schedules at the time an application for WAP assistance is submitted, but it is not clear how or whether those schedules are ever used proactively by the agencies or the states to monitor compliance.

i. Notice to Tenants

Given the limited resources made available to monitor and enforce compliance with WAP rules and contractual obligations, it is essential that tenants be fully informed of their rights and of the procedures available to them if a landlord violates the applicable WAP rules.

Eight of the states surveyed require their sub-grantees to ensure that tenants have notice of their WAP rights by having tenants as well as landlords sign the WAP agreement. Another seven require that the WAP agency or the landlord provide tenants with copies of the landlord's agreement with the WAP agency. California requires WAP agencies to have tenants sign a separate "Energy Service Agreement for Occupant" that references the rent increase restrictions and related complaint procedure but does not mention the 60-day sale restriction. Michigan requires WAP agencies to obtain tenants' signatures on a synopsis of the WAP agreement terms and to provide tenants with copies of complete WAP agreements upon request. Three other states have prepared synopses or fact sheets for tenants, but only New York and Washington actually require their sub-grantees to distribute them to tenants; Wisconsin makes use of its tenant notice optional. Five of the states surveyed do not specify how – or whether – tenants receive notice of their rights and other information relating to WAP-funded weatherization projects.

ii. Administrative Procedures

Eight of the state WAP policies surveyed include only a relatively bare bones, informal complaint process with no specific protocols. Among those states, four either recommend or require that local WAP agencies provide tenants with referrals to legal aid or state mediation services, and three specify that the penalty for a landlord's non-compliance is repayment of some or all of the WAP funding. One state (California) requires local WAP agencies to address rent increase disputes within 15 days of receipt and also provides for an appeal and "fair hearing" before the state's WAP if such disputes are not resolved at the local level.

iii. Private Right of Action

Arguably, the eight states that require tenant signatures on the WAP agreement thereby provide the tenants with a contractual right of action in the event of a landlord's violation. However, only four of those states include provisions explicitly supporting a private right of action. Alaska makes tenants third-party beneficiaries of the WAP agreement. Ohio and Massachusetts specify that the terms of the WAP agreement are incorporated into the existing

rental agreements between the tenants and their landlords.³¹ Massachusetts provides an additional – and critical – enforcement tool by making damages and attorneys’ fees available to tenants.

Seven of the states that do not require tenants to sign the WAP agreement nonetheless indicate in their WAP agreements with landlords that tenants are entitled to enforce at least some of their WAP rights in court. Washington and Michigan provide for a broad private right of action and recovery of damages and, in the case of Washington, attorneys’ fees. Five other states reference a tenant’s right to enforce the WAP agreement and/or designate the tenants as “intended” or “third-party” or “primary” beneficiaries of in the landlord agreement.³² New York and Michigan also specify that the tenant protections in the WAP agreement are incorporated into any existing lease or rental agreement.³³

In the absence of explicit language granting tenants a private right of action and incorporating the WAP protections into tenants’ rental agreements, it is not clear how tenant claims relating to WAP violations will actually fare in the courts. The effectiveness of third party beneficiary language in a landlord’s WAP agreement depends on the given state’s third party beneficiary rules, and is therefore not the most reliable mechanism for addressing potential violations.

3. Observations and Recommendations for Best Practices

As of the completion of this survey, it appears that no studies have been done to track or gather data about the implementation, efficacy and impacts of various states’ WAP tenant protection policies. The final section below outlines a number of questions and issues that should be investigated to test existing practices and assist in future policymaking. For now, however, we offer the following observations and recommendations:

First, for programs intended to subsidize weatherization and other energy efficiency improvements for low-income tenants living in multifamily rental properties, the goal of any

³¹ Massachusetts directs that the terms of the WAP agreement will supersede any conflicting terms in the existing rental agreement except if the conflicting terms provide the tenants with greater protections.

³² New York and North Dakota, however, limit tenants’ private right of action to disputes over rent increases, with North Dakota apparently limiting recovery to restitution of overpayments.

³³ New York’s WAP agreement provides for arbitration of disputes, but the drafting suggests that any such arbitration would be between a landlord and the WAP agency and would not necessarily involve tenants. In contrast, Utah has established a detailed procedure related to its WAP eviction protections involving advance notice to the affected tenant and, in the case of a dispute, a delay in the eviction process for up to 30 days pending the outcome of binding arbitration.

tenant protection policies should be to provide a robust and enforceable set of rules that secures the benefits for low-income tenants and prevents unwarranted rent increases and displacement without unnecessarily discouraging owners from participating. The appropriate balance between protecting tenants and ensuring adequate program utilization will likely vary depending on a number of factors, including the size of the subsidy available to owners; the level of required owner contribution, if any; and location-specific factors, such as unit rent levels, neighborhood conditions and any applicable local rent regulations.

Second, in light of changes that have occurred in both rental housing markets and whole building energy efficiency programs since the DOE developed its WAP regulations in the late 1970s, it may be time to revisit and update those regulations to ensure ongoing housing affordability and security for tenants.

Third, based on the intrinsic economic dynamics at play in most landlord-tenant relationships and on observations from implementation of rules for adjusting rents and utility allowances in other contexts, the tenant protection measures that are likely to be most effective in connection with a subsidized improvement project involving significant public investments³⁴ will share some or all of the following features:

■ Rent Increase Restrictions

- Avoid loopholes and administrative burdens by imposing a bright-line rule against any rent increases for an initial period, such as two years, followed by a further compliance period during which permissible rent increases would be limited to:
 - actual, documented increases in specified operating expenses, such as property taxes and landlord-paid utilities.
 - a specified percentage increase that would be determined based on a verifiable, commonly accepted measure of local market conditions and/or,
 - if applicable, a specified increase to repay the property owner for any required actual financial contribution made to pay for the given improvements.

³⁴ Much smaller public investments may not require or justify protective measures as extensive as those outlined here.

- Total compliance period of at least five years.³⁵
- During the compliance period, explicitly place the burden of justifying post-WAP rent increases on the landlord (*i.e.*, apply a presumption against changes that cause hardship to the intended beneficiaries of the subsidy).
- Where applicable, evaluate interrelationships between the rent restrictions outlined above and other rent restrictions imposed by local rent regulations or programmatic requirements in subsidized affordable housing, and include exemptions or modifications to the WAP (or other program) rent increase restrictions as appropriate to ensure that tenants receive the most robust protections available.
- Eviction Protection
 - Limit permissible reasons for evictions or lease non-renewal to a tenant's breach of the lease or, in jurisdictions with good cause protections, to good cause as defined in the jurisdiction.
- Conditions on Sale of Property
 - Provide for the recordation of the landlord's tenant protection obligations to ensure that subsequent owners are placed on notice and legally bound to comply, with appropriate subordination provisions to allow for reasonable purchaser financing.
- Monitoring and Enforcement
 - To discourage post-WAP evictions, include explicit provisions applying the rent increase, eviction and resale restrictions successor tenants who move into weatherized units during the applicable compliance period.
 - Require landlords to provide accurate rent schedules for all affected units at the time of executing the WAP (or other program) agreement so that there is a basis for evaluating any subsequent rent increases.
 - Require annual reporting of accurate rental rates for improved units from landlords and/or regular audits or monitoring of rental rates instead of placing the onus for identifying and reporting violations solely on the tenants. When/if feasible, require screening and pre-approval of rent increases during the

³⁵ In some cases, the appropriate compliance period may be the useful life of the particular improvement.

compliance period.

- Provide a specific and verifiable mechanism for providing tenants with:
 - Written notice of their rights and their landlord's obligations; and
 - Written disclosures about the expected financial savings from the WAP improvements and about the possible costs that may be passed on to tenants if the landlord makes a financial contribution to the WAP improvements.
- Clearly identify the independent party/ies, such as public or non-profit agency/ies, responsible for monitoring landlord compliance (including review of annual rent schedule reporting), handling tenant complaints, and pursuing enforcement actions.
- Include penalties sufficient to act as a deterrent for landlord violations and provide for damages and attorney's fees recoverable by tenants.
- Provide clear, accessible and robust enforcement mechanisms, including:
 - a lease addendum and a program agreement signed by landlord and tenants³⁶ that incorporate the tenant protections into any existing leases and rental agreements, and that include an explicit private right of action for the tenants.
 - a complaint process that includes specified response and resolution deadlines and that utilizes standard and transparent criteria to resolve alleged violations.

Questions and Issues for Further Research

- What do WAP tenant protection policies in the other 25 states look like?
- What data do the DOE, state WAP agencies and/or local WAP agencies collect and maintain related to the implementation, efficacy and impacts of WAP tenant protection measures?³⁷
- Outreach to tenant advocates to elevate and learn from tenant experiences and

³⁶ The program agreement signed by the tenant will be necessary if tenants do not have written leases.

³⁷ For example, does Connecticut, which explicitly requires WAP-participating landlords who want to increase rents to “document” factors other than the weatherization assistance, have records reflecting those other factors and whether they justified the increases?

concerns regarding the implementation and efficacy of WAP tenant protection measures.

- Gather data regarding:
 - post-weatherization rent increases and evictions reported or detected;
 - frequency of challenged post-weatherization rent increases being allowed or being reversed;
 - frequency of challenged post-weatherization evictions being allowed to proceed;
 - number and type of lawsuits filed or defenses (*i.e.*, to eviction) raised by tenants over WAP violations by owners;
 - post-weatherization property sales and their impacts on tenants; and
 - rates and types of violations of WAP tenant-protection rules.
- Is there a correlation between local market conditions or owner type and owners' compliance with WAP tenant protection obligations?
- What are the effects of different types of WAP tenant-protection rules on rates of participation by owners? Do those effects vary depending on local market conditions?
- Is there a correlation between the size of a subsidy and owners' willingness to agree to certain types of restrictions (*e.g.*, longer or more expansive restrictions on rent increases or evictions, recorded liens reflecting tenant-protection obligations)?³⁸

³⁸ These final questions are particularly important as administrators of WAP and other similar programs work to expand investments to cover more extensive (and more expensive) whole-building measures and strengthen tenant protections while still keeping participation robust.

APPENDIX A—STATE BY STATE SUMMARY OF WAP TENANT PROTECTION POLICIES

State	Rent Increase Restrictions	For-Cause Eviction Restrictions	Restrictions on Sale of Property	Tenant Notification	Enforcement
Alaska	18 mos. with exception if “demonstrably related” to matters other than WAP work Provides a limiting definition for matters justifying increases	18 mos.	LL obligations “run with the land” and LL must give any buyer official notice.	Tenants must sign WAP agreement	Tenants = 3d party beneficiaries of WAP agreement Tenants advised to contact AK Legal Services for assistance
California	24 mos. if based “solely” on WAP work Gives examples of “allowable factors” for rent increases Rent schedule required	None	60 days	LL must provide copy of WAP agreement to tenants.	Tenant complaint to WAP agency, with an option for a “fair hearing” at the state level.
Colorado	Permanent if due to increased value “due solely to weatherization”	None	None	Tenants must sign WAP agreement and receive a copy	Tenant complaint to WAP agency then referral out to legal aid
Connecticut	24 mos. with exception if LL can demonstrate increase is unrelated to WAP work Successor tenant protection	Permanent LL has burden to demonstrate eviction is unrelated to WAP work	6 mos.	Tenants must sign WAP agreement and receive a copy	Tenant complaint to WAP agency and possible referral to legal aid Penalty for invalid eviction or rent increase = repay WAP funding and possible court action

APPENDIX A—STATE BY STATE SUMMARY OF WAP TENANT PROTECTION POLICIES

State	Rent Increase Restrictions	For-Cause Eviction Restrictions	Restrictions on Sale of Property	Tenant Notification	Enforcement
Florida	12 mos. with exception if “demonstrably related” to matters other than WAP work	12 mos.	12 mos. unless buyer agrees to assume LL obligations or LL repays WAP funding (pro-rated) LL must give 30-day notice to WAP agency	Agency “shall provide” copy of WAP agreement to tenants	Tenant complaint to WAP agency WAP agreement says “tenants, present and future...may enforce this agreement” Penalty for default by LL = repay WAP funding for affected unit(s)
Idaho	12 mos. for any reason Permanent if related to WAP work	Unclear – 12 mos. or permanent	12 mos. unless LL repays WAP funding	Tenants must sign WAP agreement and receive a copy	Tenant complaint to WAP agency
Illinois	12 mos.	12 months	12 months unless buyer agrees to assume LL obligations	WAP agency must provide copies of WAP agreement to tenants	Tenant complaints referred to specified legal aid agency
Indiana	12 mos. with exception if not related to WAP work	Unclear – WAP manual says agencies “must ensure protection of the low-income household from improper eviction”	Unclear – WAP manual says agencies “must ensure protection of the low-income household from...improper sale of property”	Unclear	Tenant complaint to WAP agency
Kansas	12 mos. with exception if not because of WAP work	Permanent if eviction related to WAP work	Varies by agency (non-12 mos.) No liens permitted	Tenants “shall be provided” with copy of WAP agreement	Referral to legal aid or state LL-T mediation services

APPENDIX A—STATE BY STATE SUMMARY OF WAP TENANT PROTECTION POLICIES

State	Rent Increase Restrictions	For-Cause Eviction Restrictions	Restrictions on Sale of Property	Tenant Notification	Enforcement
Kentucky	18 mos. with exception if owner can demonstrate unrelated to WAP work	None	18 mos. unless buyer agrees to assume LL obligations or LL repays WAP funding	Agency provides copy of WAP agreement to tenants	Tenants are “intended beneficiaries” of WAP agreement with the right of enforcement
Massachusetts	12 mos. for any reason with exception for rental under a state or federal subsidy program Additional restrictions when heat is included in rent Permanent if related to any increase in the value of the property “due solely to” WAP work	12 mos. Additional restrictions when heat is included in rent	12 mos. unless buyer agrees to assume LL obligations or LL repays WAP funding	Tenants sign WAP agreement	Terms of WAP agreement incorporated into leases or rental agreements and supersede any conflicting provisions unless those provisions provide greater protection Tenants may recover damages, attorney fees and court costs
Michigan	24 mos. with exception if increase can be “fully justified due to significant increases in actual operating costs”	12 mos.	24 mos. unless buyer agrees to assume LL obligations or LL repays WAP funding (pro-rated) LL must give 30-day notice to WAP agency	Tenants sign a synopsis of WAP agreement terms Agency must provide tenants copy of WAP agreement upon request	Terms of WAP agreement incorporated into leases or rental agreements and supersede any conflicting provisions Tenants are 3d party beneficiaries of WAP agreement with a private right of action and may use the WAP agreement in court

APPENDIX A—STATE BY STATE SUMMARY OF WAP TENANT PROTECTION POLICIES

State	Rent Increase Restrictions	For-Cause Eviction Restrictions	Restrictions on Sale of Property	Tenant Notification	Enforcement
Montana	60 months with exception if increase “reflects” matters other than WAP work Successor tenants protected	Evictions permitted “except in accordance with Montana law”	None	None specified	Tenants are third party beneficiaries of WAP agreement with right of enforcement.
Nevada	12 mos. if increase is because of increase to value from WAP work, but “normal rent adjustments” permitted	12 mos. if eviction is to evade WAP rent increase restriction	12 mos. if sale is intended to evade WAP rent increase restriction	None specified	Tenant complaint to WAP agency Penalty for LL violation of WAP agreement= repayment of WAP funding
New Mexico	12 mos. with exception for matters unrelated to WAP work	None	12 mos.	None specified	Tenant complaint to WAP agency
New York	Permanent if because of WAP work with exception for standard increases permitted under applicable rent-control or stabilization ordinances	24 mos. if tenants pay for heat directly 60 mos. if heat incl. in rent	24 mos. if tenants pay for heat directly/60 mos. if heat incl. in rent – unless buyer agrees to assume LL obligations or LL repays WAP funding	WAP agency must provide mandatory synopsis of WAP agreement terms to tenants	Tenants have private right of action for rent increase in violation of WAP agreement WAP agreement supersedes conflicting provisions in LL-T agreements
North Dakota	12 mos. with exception if unrelated to WAP work	12 mos.	12 mos.	Tenants sign WAP agreement	Tenant complaint to WAP agency

APPENDIX A—STATE BY STATE SUMMARY OF WAP TENANT PROTECTION POLICIES

State	Rent Increase Restrictions	For-Cause Eviction Restrictions	Restrictions on Sale of Property	Tenant Notification	Enforcement
Ohio	Permanent with exception if unrelated to WAP work	12 mos.	Covenants run with the land and can be recorded; restrictions differ among agencies	Tenants sign WAP agreement and receive synopsis of WAP terms	Terms of WAP agreement incorporated into leases
Oregon	Varies (24/12 mos.) with exception if unrelated to WAP work LL must reduce rent for tenants who pay for energy use as part of rent payments or show specific health and safety benefit received	Varies (none/12 mos.)	Varies (24/12 mos.) unless buyer assumes LL obligations or repays WAP funding Use of liens encouraged but not required by state	Varies – some agencies requires tenants to sign WAP agreement, others don't	Tenant complaint to WAP agency
Pennsylvania	18 mos. with exception if demonstrably related to matters other than WAP work	18 mos.	None	Tenants sign WAP agreement	Tenant complaint to WAP agency WAP agencies required to track complaints
Texas	24 mos. with exception if unrelated to WAP work	24 mos.	24 mos. unless buyer assumes LL obligations or LL repays WAP funding (pro-rated); Notice to WAP agency required WAP agreement allows for lien	Tenants receive copy of WAP agreement	Tenant complaint to WAP agency Penalty for LL default = pro-rated repayment of WAP funds

APPENDIX A—STATE BY STATE SUMMARY OF WAP TENANT PROTECTION POLICIES

State	Rent Increase Restrictions	For-Cause Eviction Restrictions	Restrictions on Sale of Property	Tenant Notification	Enforcement
Utah	6 mos. with exception if unrelated to WAP work	12 mos. Detailed notice procedures and binding arbitration for eviction disputes	12 mos.	Tenants receive copy of WAP agreement	WAP agreement is for the “primary benefit of the Lessee” Penalty for LL default = repayment of WAP funds
Washington	Permanent: “Weatherization improvements cannot be used to justify any rent increase.”	None	12 mos. unless obtains buyer agreement to LL obligations or repays WAP funding (pro-rated)	Tenant must receive mandatory WAP fact sheet	Private right of action with damages and attorney fees
Wisconsin	12 mos. with exception if unrelated to WAP work	None	None	Optional fact sheet/notice for tenants	Tenant complaint to WAP agency
Wyoming	12 mos. with exception if unrelated to WAP work	Permanent if related to WAP work	12 mos.	Unclear	Tenant complaint to WAP agency

Appendix B

Weatherization Assistance Program Background Documents and Resources

(Current as of September 1, 2018)

Department of Energy

Program background and guidance:

<https://www.energy.gov/eere/wipo/weatherization-program-program>

<https://www.energy.gov/eere/wipo/weatherization-program-guidance>

Interactive map linking to state programs:

<https://www.energy.gov/eere/wipo/weatherization-and-intergovernmental-program-office-projects-map>

Alaska

Alaska Housing Finance Corporation oversees the program:

<https://www.ahfc.us/efficiency/energy-programs/weatherization/>

Guidance documents, including current landlord-tenant agreements:

<https://www.ahfc.us/efficiency/research-information-center/manuals-forms-and-workbooks/weatherization-operations-manual/>

Weatherization service providers:

<https://www.ahfc.us/efficiency/energy-programs/weatherization/weatherization-service-providers/>

California

California Department of Community Service and Development oversees the program:

<http://www.csd.ca.gov/Services/ResidentialEnergyEfficiencyServices.aspx>.

2018 Draft State Plan (*Note that references to eviction protection in the State Plan are incorrect.*)

<http://www.csd.ca.gov/Resources/StatePlans.aspx>

WAP Agreements:

<https://static1.squarespace.com/static/58c6e3bd414fb55de9850ee2/t/5988f5838419c2f5a9e9de5e/1502147991123/Weatherization+Packet.pdf>

Weatherization service providers:

<http://www.csd.ca.gov/Services/FindServicesinYourArea>

Colorado

Colorado Energy Office oversees the program:

<https://www.colorado.gov/pacific/energyoffice/weatherization-assistance>

2018-19 WAP Administrative Policies (Section 403):

<https://sites.google.com/a/state.co.us/ceo-test-and-training/policies>

WAP Agreement (included in subgrantee's WAP application package):

<http://www.fourcore.org/Portals/0/4CORE%20Weatherization%20Application%202013.pdf>

WAP Service Providers:

<https://www.colorado.gov/pacific/energyoffice/local-agencies>

Connecticut

Connecticut Department of Energy and Environmental Protection oversees the program:

http://www.ct.gov/deep/cwp/view.asp?a=4405&q=569064&deepNav_GID=2121.

WAP Operations Manual (2018):

https://www.ct.gov/deep/lib/deep/energy/weatherization/ct_wap_operations_manual-2-1-18.pdf

WAP Agreement:

https://www.ct.gov/deep/lib/deep/energy/weatherization/19-weatherization_agreement_-_2015.pdf

Florida

Florida Department of Economic Opportunity oversees the program:

<http://floridajobs.org/community-planning-and-development/community-services/weatherization-assistance-program>

The 2017-2018 State Plan (Draft):

http://flwap.com/wp-content/uploads/Draft_State_Plan_2017-2018.pdf

WAP Landlord Agreements:

http://centrocampesino.org/wp-content/uploads/2015/10/images_pdf_Landlord-Agreement.pdf

<http://capitalareacommunityactionagency.com/wp-content/uploads/2015/01/WX-application-2014.pdf>

Weatherization Service Providers:

<http://floridajobs.org/community-planning-and-development/community-services/weatherization-assistance-program/contact-your-local-weatherization-office-for-help>

Idaho

Idaho Department of Health and Welfare oversees the program, found:

<http://healthandwelfare.idaho.gov/FoodCashAssistance/HeatingTelephone/tabid/91/Default.aspx>

2018 State Plan:

<http://healthandwelfare.idaho.gov/Portals/0/FoodCashAssistance/HeatingTelephone/2018DOEStatePlan.pdf>

WAP Agreement:

None located.

WAP Service Providers:

<https://www.capai.org/wx>

Illinois

Illinois Department of Commerce and Economic Opportunity oversees the program:

<https://www2.illinois.gov/dceo/CommunityServices/HomeWeatherization/Pages/default.aspx>

2018 Draft State Plan:

<https://www2.illinois.gov/dceo/CommunityServices/HomeWeatherization/Documents/PROGRAM%20YEAR%202019%20IHWAP%20DRAFT%20STATE%20PLAN.pdf>

WAP Landlord Agreement:

None located.

Weatherization Service Providers:

<https://www2.illinois.gov/dceo/CommunityServices/HomeWeatherization/CommunityActionAgencies/Pages/default.aspx>

Indiana

Indiana Housing and Community Development Authority oversees the program:

<https://www.in.gov/ihcda/2369.htm>

2018 WAP Policy and Procedure Manual:

<https://www.in.gov/myihcda/files/2018%20Weatherization%20Policy%20Manual%20FINAL.pdf>

WAP Agreement:

None located.

WAP Service Providers:

http://incap.org/cap_agencies.html

Kansas

Kansas Housing Resource Corporation oversees the program:

<http://www.kshousingcorp.org/weatherization.aspx>

2018 WAP Manual:

<http://www.kshousingcorp.org/SharedFiles/Download.aspx?pageid=148&mid=370&fileid=3430>

WAP Landlord Agreements (note differing terms):

<http://www.wefightpoverty.org/wp-content/uploads/2018/09/2018-WZN-APP.pdf>

<http://www.ncrpc.org/wp-content/uploads/2018/03/wznappfeb2018fillable.pdf>

Kentucky

Kentucky Housing Corporation oversees the program:

<http://www.kyhousing.org/Development/Single-Family/Pages/Weatherization-Assistance-Program.aspx>

2018 WAP Manual:

<http://www.kyhousing.org/Development/SingleFamily/Documents/WeatherizationProgramManual.pdf>

WAP Landlord Agreement:

<http://www.kyhousing.org/Development/Single-Family/Documents/WXRental.pdf>

Weatherization Service Providers:

<https://capky.org/agencies.html>

Massachusetts

Massachusetts' Department of Housing and Community Development oversees the program:

<https://www.mass.gov/service-details/weatherization-assistance-program-wap>

2018 State Plan:

<https://www.mass.gov/files/documents/2018/02/01/DRAFT%20FY%202018%20WAP%20State%20Plan%20Master%20File.pdf>

WAP Landlord Agreement:

<http://cfcinc.org/wp-content/uploads/2018/04/WAP-Landlord-Agreement.pdf>

Weatherization Service Providers:

<https://hedfuel.azurewebsites.net/>

Michigan

Michigan Department of Health & Human Services oversees the program:

https://www.michigan.gov/mdhhs/0,5885,7-339-71547_5531_62128---,00.html

WAP Manual (see standard landlord agreement and tenant synopsis at pp. 54-61):

https://www.michigan.gov/documents/dhs/CSPM_600_Series_215133_7.pdf

Weatherization Service Providers:

https://www.michigan.gov/mdhhs/0,5885,7-339-71547_5531_7211-58707--,00.html

Montana

Montana's Department of Health and Human Services oversees the program:

<https://dphhs.mt.gov/hcsd/energyassistance>

WAP Manual:

<https://dphhs.mt.gov/Portals/85/hcsd/documents/lieap/WeatherizationManual.pdf>

WAP Landlord Agreement (subgrantee):

<http://www.skha.org/Weatherization%20Application.pdf>

Weatherization Service Providers:

<https://dphhs.mt.gov/hcsd/energyassistance/lieapoffices>

Nevada

The Housing Division of the Nevada Department of Business and Industry oversees the program:

<https://housing.nv.gov/programs/Weatherization/>

State Plan/Manual:

Unable to locate.

WAP Owner Agreement:

<https://housing.nv.gov/uploadedFiles/housingnv.gov/content/programs/WP/WP%20Service%20Agreement%20May%2020%2013.pdf>

Weatherization Service Providers:

https://housing.nv.gov/programs/WP/Service_Providers/

New Mexico

New Mexico Mortgage Finance Authority oversees the program, found here:

<http://www.housingnm.org/homeowners/energysmart>

2018 State Plan:

[http://housingnm.org/assets/content/CommunityDev/EnergySmart/Board Approved Master DOE State Plan 2018-2019.pdf](http://housingnm.org/assets/content/CommunityDev/EnergySmart/Board%20Approved%20Master%20DOE%20State%20Plan%202018-2019.pdf)

2018 WAP Program Manual:

[http://housingnm.org/assets/content/CommunityDev/EnergySmart/2018 AdminProgramandFieldManual WAP.pdf](http://housingnm.org/assets/content/CommunityDev/EnergySmart/2018%20AdminProgramandFieldManual%20WAP.pdf)

WAP Agreement:

None located.

Weatherization Service Providers:

<http://www.housingnm.org/homeowners/energysmart>

New York

New York Department of Homes and Community Renewal oversees the program:

<http://www.nyshcr.org/Programs/WeatherizationAssistance/>

2018 State Plan:

<http://www.nyshcr.org/Programs/WeatherizationAssistance/2018-Wx-State-Plan.pdf>

2017 WAP Policy and Procedures Manual:

http://www.nyshcr.org/Publications/WeatherizationManual/WAP_Manual.pdf

WAP Landlord Agreements:

http://www.nyshcr.org/Forms/WeatherizationAssistance/WAP8B_1-4_Owner_Agrmt.pdf

http://www.nyshcr.org/Forms/WeatherizationAssistance/WAP8C_MF_Owner_Agrmt.pdf

Weatherization Service Providers:

<http://www.nyshcr.org/Programs/WeatherizationAssistance/WAP-Provider-List.pdf>

North Dakota

North Dakota Department of Commerce oversees the program:

<https://www.communityservices.nd.gov/lowincomeprograms/weatherizationassistance/>

2018 State Plan (Policy and Procedures Manual included as an attachment):

<https://www.communityservices.nd.gov/uploads/5/2018NDDOEWeatherizationStatePlan7118.pdf>

WAP Landlord Agreement:

<https://www.communityservices.nd.gov/uploads/5/SFN61345NorthDakotaWeatherizationRentalAgreement.pdf>

Ohio

Ohio Development Services Agency oversees the program:

https://development.ohio.gov/is/is_hwap.htm

2018 WAP Manual (incl. Landlord-Tenant Agreement template at p. 140)

<https://development.force.com/OCAKnowledgeArticles/s/article/2018-HWAP-Policies-and-Procedures-Manual>

WAP Landlord-Tenant Agreement (sample from subgrantee)

<https://chnhousingpartners.org/wp-content/uploads/2017/09/Renter-2017-18-CHN-HP-Energy-Services-Application-Web.pdf>

Weatherization Service Providers

https://development.ohio.gov/files/is/HWAP_MapListingRevision%2008292018.pdf

Oregon

Oregon Housing and Community Services Department oversees the program:

https://www.oregon.gov/ohcs/Pages/low_income_weatherization_assistance_oregon.aspx

2018 State Plan:

<https://www.oregon.gov/ohcs/CRD/SOS/docs/U%20S%20%20DOE%20for%20State%20of%20Oregon%20Weatherization%20Assistance%20Plan%202018-19%20%20FINAL.pdf>

Sample WAP Landlord Agreements:

<http://www.capeco-works.org/files/WX%20AppI%20Rental%20NEW.pdf>

http://communityservices.us/files/WX_BROCHURE_8.1.18_English_with_application.pdf

Weatherization Service Providers:

https://www.oregon.gov/ohcs/Pages/weatherization_agency_service_counties_regions.aspx

Pennsylvania

Pennsylvania Department of Community and Economic Development oversees the program:

<https://dced.pa.gov/programs/weatherization-assistance-program-wx/>

2018 WAP State Plan

<https://dced.pa.gov/download/18-19%20DOE%20State%20Plan%20%E2%80%93%20Master%20File%20%E2%80%93%20FINAL/?wpdmdl=86329>

WAP Landlord Agreement

None located.

Weatherization Service Providers

<https://dced.pa.gov/housing-and-development/weatherization/agency-list/>

Texas

Texas Department of Housing and Community Affairs oversees the program:

<https://dced.pa.gov/programs/weatherization-assistance-program-wx/>

2018 WAP State Plan

<https://www.tdhca.state.tx.us/community-affairs/wap/docs/18-DOE-WAP.pdf>

WAP Landlord Agreement:

<https://www.tdhca.state.tx.us/community-affairs/wap/docs/10-WAPLandlord.pdf>

Weatherization Service Providers

<https://www.tdhca.state.tx.us/community-affairs/docs/CA-Subrecipients.pdf>

Utah

Utah Division of Housing and Community Development of the Department of Workforce Services oversees the program:

<https://jobs.utah.gov/housing/scso/wap/index.html>

2017 WAP Guidelines

<http://iwtcutah.org/wp-content/uploads/2017/07/Utah-Weatherization-Guidelines-7-15-2017.pdf>

WAP Landlord Agreement:

https://jobs.utah.gov/housing/scso/wap/documents/Attachment_03_-_Income_Property_Owner_Weatherization_Agreement_10-15-2014_Extended.pdf

Weatherization Service Providers:

<https://jobs.utah.gov/housing/scso/wap/how.html>

Washington

Washington Department of Commerce oversees the program:

<https://www.commerce.wa.gov/growing-the-economy/energy/weatherization-and-energy-efficiency/>

2018 WAP Manual and State Plan:

<https://www.commerce.wa.gov/growing-the-economy/energy/weatherization-and-energy-efficiency/weatherization-program-documents/>

WAP Landlord Agreement:

See 2018 WAP Manual, Exhibit 1.3.3B at p. 360

Weatherization Service Providers

<https://www.commerce.wa.gov/wp-content/uploads/2015/12/HIP-Weatherization-County-Local-Agency-List-3-2-13.pdf>

Wisconsin

Wisconsin Division of Energy Services oversees the program:

<http://homeenergyplus.wi.gov/category.asp?linkcatid=819&linkid=118&locid=25>

2018 WAP Manual:

<http://homeenergyplus.wi.gov/docview.asp?docid=28471&locid=25>

WAP Landlord Agreement (linked under Field Forms/Work Agreements):

<http://homeenergyplus.wi.gov/category.asp?linkcatid=494&linkid=122&locid=25>

Weatherization Service Providers:

<http://homeenergyplus.wi.gov/section.asp?linkid=119&locid=25>

Wyoming

Wyoming Department of Family Services oversees the program:

<https://sites.google.com/a/wyo.gov/dfsweb/economic-assistance/wap>

2017 State Plan:

<https://www.lieapwyo.org/uploads/8/5/5/9/85593736/printpreview1masterfile.pdf>

WAP Landlord Agreements:

https://www.lieapwyo.org/uploads/8/5/5/9/85593736/2018-2019_rental_verification_lieap_wx_final.pdf

Accrual of Benefits to Tenant [required for DOE funding only]

Client #: _____ Address: _____

Initials: _____

Check below applicable benefits. Provide description when required. Shaded blocks indicate that DOE does not consider the benefit primarily accrues to the tenant.

Benefit	Tenant Pays Utilities	Utilities Included in Rent
Unsafe combustion appliance(s) repaired/replaced, ensuring H/S of tenant (e.g., cracked heat exchanger, backdrafting water heater, etc.)	Describe:	
Installation of ventilation equipment designed to mitigate potential sources of pollution within home (e.g., high moisture, mold, uneven temperatures throughout home, cold exterior surfaces) that can negatively affect health of clients		
Moisture migration into attic eliminated by air-sealing, preserving critical structural building components, mitigating conditions that could impact H/S such as mold and other environmental toxins		
Lower energy bills when seasonal temperatures are consistent with historic temperatures		
Lower than expected energy bills in the event of hotter/colder weather than in previous years		
Longer-term preservation of the property as affordable housing		
Continuation of protection against rent increases beyond that required under the WAP regulations (10 CFR 440.22(b)(3)(ii))		
Investment of the energy savings in facilities or services that offer measurable direct benefits to tenants	Describe:	
Investment of energy savings from WX work in specific H/S improvements with measurable benefits to tenants	Describe:	
Additional improvements, not related to WX, to heat and hot water distribution, and ventilation, to improve the comfort of residents		
Establishment of a shared savings program	Describe:	
Other:		
Other:		