



HOME-ARP Tenant-Based Rental Assistance Program Admissions and Occupancy Policies and Procedures

I. General Program Information

The HOME-ARP Tenant-Based Rental Assistance Program (ARP-TBRA) provides identified Qualifying Populations (as defined in CPD Notice CPD-21-10 with assistance for security deposits, utility costs and rent for a period up to 24 months).

II. Eligible Activities

- A. Up to 24 months of rental assistance per household to help pay for the costs of security deposits (not to exceed the equivalent of two months' rent for the unit), monthly rent and utility costs.
- B. Costs of inspection of rental housing units and determining income eligibility of the household.
- C. Combining ARP-TBRA with Other Programs: ARP-TBRA may be used ONLY for security deposit or utility deposit assistance if a qualified household is participating on other subsidy program that reduce client's portion of the rent to 30% of their adjusted income.

III. Ineligible Activities

- A. ARP-TBRA cannot be used to make commitments to specific owners for specific units/projects. Tenants must be free to use the assistance in any eligible unit.
- B. Rental assistance to a household receiving rental assistance under another Federal program, or a state or local rental assistance program if the ARP-TBRA subsidy would result in lowering the household's rent and utility costs to less than 30% of the household income.
- C. Assisting resident owners of cooperative housing that qualifies as home ownership housing. A household renting from a cooperative unit owner may use ARP-TBRA.
- D. Preventing displacement or providing relocation assistance to households as a result of non-federally funded activities. ARP-TBRA funds may be used only as relocation assistance for federally-funded activities.
- E. Providing ARP-TBRA rental assistance for an overnight or temporary shelter. The subsidy must be sufficient to enable the household to rent a transitional or permanent housing unit that meets a minimum of Housing Quality Standards (HQS).
- F. Move-in costs and credit checks.



- G. Case management or support services.
- H. Utility deposits without rental assistance.
- I. Payment of rent arrearages.
- J. Allowing the “portability” of ARP-TBRA assistance outside the boundaries of the Consortium.
- K. Any costs that are the responsibility of the tenant and are not in the ARP-TBRA subsidy calculation and written lease agreement between tenant and landlord.

IV. Eligibility Verification and Documentation – Qualifying Populations

- A. Eligible Households – Eligibility based on one of the four “Qualifying Populations” (Homeless, At Risk of Homelessness, Fleeing or attempting to flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, Other Populations identified in CDP Notice CPD-21-10) must be verified and documented by program staff. Eligible households include those who have incomes at or below 80% of the Area Median Income (AMI), adjusted for household size, as established by the U.S. Department of Housing and Urban Development (HUD) for the HOME Program. For each fiscal year at least 90% of eligible households assisted through ARP-TBRA must be at or below 60% of AMI, adjusted for household size. The incomes of participating households must be verified prior to assistance being provided and re-examined at least annually thereafter.

Verification of domestic violence eligibility must be provided in writing from the Center for Women & Children in Crisis, a City Victim’s Advocate, documented police report, or self-declaration that the head of household or spouse has been a victim of domestic violence, stalking or sexual assault. In accordance with 24 CFR 5.2003)

ARP-TBRA assistance will be terminated if Subrecipient can provide a reasonable preponderance of evidence the victim has allowed the perpetrator to move back into the household.

- B. Income Eligibility – Eligibility is determined by comparing the households’ anticipated gross income for the next twelve months to the income limits for the appropriate household size. Verification of income should be completed as defined in 24 CFR 5.609. Subrecipient will use the Income Calculator found on HUD’s website at: <https://www.hudexchange.info/incomecalculator/>



- i. *Income limit at Admission* – Household gross annual income must be at or below 80% of AMI. Income from all household members 18 years of age or older must be included in the calculation.
 - ii. *Income limit after admission* – Assistance must be terminated if the household's gross annual income exceeds 80% of AMI within the 12-month period receiving ARP-TBRA assistance. The owner and household must receive at least 30 days written notice prior to termination of assistance.
- C. Written Verification – Verification of income eligibility must be obtained by third-party documentation prior to initial occupancy. Program staff must review two months of source documentation evidencing annual income for the household. Examples of acceptable source documents include, but are not limited to, wage statements, interest statements, unemployment compensation statements, third-party written verification directly from the information source. If third-party verification is not attainable, Subrecipient may accept a notarized self-declaration statement from the client.

If applicants or household members have given false information, rental assistance must be terminated.

V. Rental Assistance Through Contract Period

Rental assistance is limited to a 24-month period. No ARP-TBRA application will be accepted by Subrecipient after expiration of the applicable Agreement with Grantee, unless otherwise authorized in writing by the Grantee.

VI. Tenant Selection

- A. Since the demand for rental assistance is far greater than available resources, Subrecipient will use a single waiting list for admission to the ARP-TBRA program. Applications will be processed for eligibility based on date and time of application. Subrecipient will document the date by which assistance is offered to all households in order to verify the order of tenant selection is consistent with the waiting list.
- B. Applicants will be contacted via mail or email when their application is ready to be processed. Any correspondence marked "Returned to Sender" or "Undeliverable" will result in the applicant's name being removed from the waiting list. Applicants may be reinstated on the waiting list if it can be determined there were circumstances beyond the person's control. The following exceptions, if determined to exist, will be acceptable to warrant reinstatement:



- i. Problem with mail delivery
 - ii. Illness
 - iii. Family emergency
 - iv. Out of town during mailing period
 - v. Disabled
- C. Applicants determined to be ineligible will be notified in writing of this decision and offered the opportunity to appeal the decision. The written notice must identify the reason(s) the household is ineligible and state that the applicant has 10 business days from the date of the notice to request an in formal review of the decision.
- D. Eligibility for Admission – Subrecipient staff will review all information provided by the household to determine eligibility to the ARP-TBRA program. This policy strives for objectivity and consistency in applying criteria to evaluate the eligibility of households who apply.
- i. Fair Housing and Non-Discrimination – Subrecipient will provide equal housing opportunities for all qualified residents and applicants. In the selection of families and in the provision of Subrecipient programs, services or activities, there shall be no discrimination against any person on the grounds of race, color, sex, religion, national origin, disability, familial status, source of income, or gender identification, or on the grounds that a person is a victim of domestic violence, dating violence or stalking. This policy prohibits retaliation.

This policy is in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, with amendments of 2008.

Subrecipient will provide, upon request, appropriate aids and services leading to effective communication for qualified residents and applicants with disabilities so they can participate equally in Subrecipient programs, services, or activities, including qualified sign language interpreters, documents in Braille, or other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Subrecipient will make reasonable modifications to its policies and programs to afford qualified residents and applicants with disabilities an equal opportunity to participate in its programs, services, or activities.



Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a Subrecipient program, service, or activity may contact Utah State Division of Services for People with Disabilities at 150 East Center, Suite 5100, Provo, Utah 84606; 801-374-7005 or 877-568-0084 (toll free) from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Any resident or applicant who wishes to report housing discrimination or retaliation may file a discrimination complaint at the Utah Labor Commission 800-222-1238 or HUD, 800-877-7353.

All Subrecipient staff will be required to attend fair housing training to be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities as part of the overall commitment to quality customer service.

Fair Housing posters are posted throughout Subrecipient offices in such a manner as to be easily readable from a wheelchair. Subrecipient's office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD/TTY.

- ii. Opportunity to provide additional Information – Households will be provided the opportunity to explain their circumstance, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by Subrecipient pertaining to their eligibility.
 - iii. Applying for other subsidy – Applying for ARP-TBRA will not disqualify a household from applying for any other rental assistance currently available. However, based on the period of time since the last domestic violence incident, they may not be eligible for ARP preference for any other subsidy program.
- E. Household eligibility will be determined as follows:
- i. Income eligibility
 - ii. Household identified as one of the four “Qualifying Populations” identified in CPD Notice CPD-21-10
 - iii. Household size and composition
 - iv. Multiple Family Units – When multiple families/households apply as one family unit/household (such as a grandmother, daughter, and grandchildren), they will be treated as one family/household for the



duration of the subsidy. Individual family/household units will be encouraged, though not required, to apply for separate assistance.

- v. Joint Custody of Children – Children who are subject to a joint custody agreement, but live with one parent at least 51% of the time will be considered members of the household. 51% of the time is defined as 183 days of the year, which do not have to run consecutively.

VII. Unit Selection Approval

A. Intake Appointment and Required Documents – Once an applicant is ready to be processed for assistance, they will be required to complete a Tenant Information Form, complete an Intake Appointment and supply the following requested documents:

- i. Birth certificates for all household members;
- ii. Social Security cards for all household members over the age of 6;
- iii. Verification of Income;
- iv. Verification of domestic violence history.

Once all information has been properly verified and clients are determined to be eligible for assistance, they will be invited to attend a required ARP-TBRA briefing wherein client responsibilities and program specifics will be discussed and the Housing Coupon will be issued.

B. Tenant Briefing – The purpose of the briefing is to ensure that the household understands its responsibilities and has sufficient guidance to make an informed choice of housing. The briefing must cover the following.

- i. Roles and responsibilities of the tenant, owner and Subrecipient;
- ii. Limitations on the rent amount the owner may charge and a description of rent reasonableness, including how utility allowances are used in this determination;
- iii. Subsidy calculations, including how Subrecipient and tenant's share will be calculated;
- iv. Security deposit policy, including how Subrecipient much may be charged, who pays and who receives any refund;
- v. Housing Coupon issuance period and extension policies. The Housing Coupon will be valid for 60 days ant initial issuance. The Coupon may be extended up to 30 days, based on a case-by-case review of circumstances. During this period of time the participant must select a unit within the Consortium boundaries that is publicly or privately-owned. ARP-TBRA cannot be used in a project-based rental assistance unit;



- vi. Guidance on selecting a unit, including HQS requirements and procedures for submitting the Request for Lease Approval form. Households will be counseled against signing any lease until Subrecipient has approved the unit, which must undergo an HQS inspection.
 - vii. Lead-Based Paint information, including a lead disclosure notice, lead hazard information pamphlet and others listed in section I.
 - viii. Fair Housing information, including any search assistance that may be available, and the process for filing a complaint in the case of discrimination. Subrecipient may provide a list of properties that may be available in the community; however, the Coupon Holder will be free to choose units other than those on any provided list.
- C. Unit/Lease Approval – Once the household has located a unit and the owner has agreed to participate, the household and owner jointly submit the Request for Unit Approval form. This form provides essential information about the property (bedroom size, utility combination, proposed rent and ownership information). The submission of this document triggers the HQS inspection, rent negotiation and review of the owner’s lease.
- D. Rent Determination – The participant must provide a copy of the landlord’s proposed lease. Subrecipient will then determine if the proposed rent amount is reasonable, compared to rents charged in the community for comparable unassisted units. Subrecipient will document the basis of their rent reasonableness determination. Although documentation of three comparable units is preferable, in some rural areas this may be difficult or impossible. In these cases, comparable units from neighboring communities are acceptable if rents are similar. Documentation of fewer than three units is also acceptable with detailed written explanation. A rental lease will be disapproved if the rent is not reasonable, based on rents charged for comparable unassisted units. The following will be reviewed to determine comparability:
- i. Location in the Community – As it relates to schools, bus routes, safe neighborhood, etc.;
 - ii. Size – Both in terms of number of bedrooms and square footage;
 - iii. Rent for Unit – Amount of rent being charged by owner;
 - iv. Utilities Included – Consider the type and fuel source of utilities;
 - v. Condition – Only units in similar condition/age should be compared;
 - vi. Amenities – Consider such amenities as garage, appliances, and lot size.



- E. Lease Review – Subrecipient must review the owner’s lease to assure it does not include any prohibited lease provisions. UVHC will provide a Lease Addendum that will be required for all ARP-TBRA assisted units.
- F. HQS Inspection – Each unit must be inspected to confirm it meets Section 8 HQS or the jurisdictions prescribed code inspection, whichever is greater. If the unit initially fails inspection, the owner may be given a reasonable amount of time to correct any deficiencies, or the Coupon Holder may elect to look for another unit. A Housing Assistance Contract with the owner must not be executed until the owner has made all required repairs. An exception may be made for corrections to defective exterior paint during the winter where the weather makes this impossible, with the condition that it will be corrected as soon as the weather permits it. The results of each inspection will be recorded on an inspection form and retained in the applicant’s file.
- G. Final Subsidy Calculation – Once the unit has been approved, a final subsidy calculation is required to determine the tenant’s share and assistance amount.
- H. Contract and Lease Execution – The Lease Agreement and Lease Addendum are executed by and between the tenant and owner only. The Rental Assistance Contract is executed by and between the owner and Subrecipient, on behalf of the tenant. Each Rental Assistance Contract should begin on the first day of the month whenever possible.
 - i. Initiation of Payments
 - a. Drawing Down Funds – As with all HOME funds, ARP-TBRA funds drawn down from UVHC are paid as reimbursement to Subrecipient. Draws to cover rental assistance will be requested monthly
 - b. Owner Acknowledgement – Owner’s acceptance of funds certifies the payments received are correct and commits to return any excess amount paid.
 - c. Financial Records – Subrecipient will maintain their financial records in such a manner that is easily possible to summarize subsidy amounts provided by household and owner. Subrecipient will report to the Internal Revenue Service annually the amount of rental income paid to owners.
- I. Lead-Based Paint – HUD’s Lead Regulation 24 CFR Part 35, Subpart M applies only to structures build before 1978 that house children under the age of six. For further review refer to: https://www.hud.gov/program_offices/healthy_homes/enforcement/lshr



- i. Evaluation – Subrecipient must conduct a visual evaluation assessment of a unit prior to occupancy and at least annually thereafter. The visual assessment identifies deteriorated paint, dust, debris, and other residue. The visual assessment must be done by a person who is trained in visual assessment as available on HUD’s website:
<https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>
- ii. Paint Stabilization – The property owner must correct any conditions identified in the HQS inspection, including stabilizing deteriorated paint identified in the visual inspection. Paint stabilization can involve repairing the substrate, scraping and repainting the surface. All deteriorated paint must be stabilized by properly trained or supervised workers using lead-safe work practices. Documentation of safe work practices is required, and consists of having copies of certificates of safe work practices training completion on file for those doing the lead reduction work. Further assistance is available at:
https://www.hud.gov/program_offices/healthy_homes/enforcement/lshr_renovators
- iii. Communication with Residents – Subrecipient must ensure that residents receive the following communications:
 - a. Lead Hazard Information Pamphlet – The resident must receive this pamphlet prior to occupying the unit. If Subrecipient can verify the resident received this pamphlet previously from the owner, Subrecipient is not required to provide the pamphlet again, but the receipt must be documented.
 - b. Lead Disclosure Notice – Residents must also receive, from the owner, a Lead Disclosure form notifying them of any known lead-based paint or hazards in the unit, prior to occupying the unit.
 - c. Notice of Lead Hazard Reduction – Within 15 days of completion of the paint stabilization and clearance, the resident must receive a Notice of Lead Hazard Reduction.
 - d. Notice of Lead Hazard Evaluation – Because a visual assessment is not a method of lead hazard evaluation, a notice of lead hazard evaluation is not required. However, if any lead hazard evaluation is conducted, for example in the event of a child with an Environmental Intervention Blood Lead Level (EIBLL), such notice is required and must be posted at the applicable work site.
- iv. Ongoing Maintenance – The owner is required to conduct ongoing maintenance in units occupied by residents with children under age six



receiving ARP-TBRA. Subrecipient will monitor those efforts as part of periodic inspections.

- v. Environmental Intervention Blood Levels (EIBLL) – Subrecipient will check with the local health department at least quarterly for a list of children with elevated blood lead levels in their service area. This list will be cross-checked with addresses of ARP-TBRA units in which children reside.
 - a. Requirements – Subrecipient must take required steps when it receives notification of a child with an EIBLL. These steps include:
 - b. Activities before Notification – If Subrecipient begins evaluation and lead hazard reduction activities after a child’s blood level is tested, but before being notified of the child with an EIBLL, Subrecipient must finish these activities, but does not need to repeat them.
 - c. If a Child Moves – If a child with an EIBLL moves before Subrecipient has completed the risk assessment and lead hazard reduction measures, Subrecipient must ensure that these measures are completed, and the unit must be certified free of lead-based paint hazards before the unit will be eligible for future assistance.
- vi. Expenses – Risk assessments, paint inspections, clearance or training are not reimbursable with ARP-TBRA funds. There are no ARP-TBRA funds available for lead hazard reduction. The burden to pay for lead reduction work is on the building owner.
- vii. Other Requirements
 - a. Participant Agreement – Participant agreement must include a provision that the participant shall immediately notify Subrecipient when a newborn or additional child under the age of six comes into the household.
 - b. ARP-TBRA Application – The ARP-TBRA application will verify any children under six years old. Subrecipient will establish a tracking system and flag the files for households with children under six.
 - c. Resources – Subrecipient has staff trained in assessing risk and determining clearance. Subrecipient will identify some local companies that are certified to complete lead hazard reduction work.
 - d. Forms – Useful forms related to lead-based paint are located at the following website:
<https://files.hudexchange.info/resources/documents/MakingItWorkSampleForms.pdf>



J. Occupancy Standards – The following basic standards can be modified to take into consideration specific household composition and circumstances (pending child custody cases, chronic illnesses, household member who is absent most of the time, etc.).

1. General Issuance Size/Occupancy Standard Policy, for purposes of assigning bedroom size when issuing Housing Coupon:

- i. No more than two persons are required to occupy a bedroom;
- ii. Persons of different generations (grandparents, parents, and children) persons of opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
- iii. Children of the same sex (regardless of age) and couples living as husband and wife (whether or not legally married) must share the same bedroom for the purpose of assigning the bedroom size);
- iv. Unborn children may be considered for purpose of assigning the bedroom size on housing coupon;
- v. Children of opposite sex will be required to share a bedroom until one reaches the age of 6.
- vi. An unrelated live-in care attendant is not required to share a bedroom with another household member;
- vii. Individual medical problems (chronic illness, etc.) sometimes require either separate bedroom for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment. Documentation supporting the larger-sized unit and related subsidy will be required.
- viii. In most instances, a bedroom is not provided for a household member who will be absent most of the time, such as a member who is away in the military. A larger sized Housing Coupon may be issued for an absent household member if individual circumstances warrant.

2. Occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible, and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions. Participants may also select larger units at their own expense. ARP-TBRA will not cover the increased cost of a larger unit. In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the household.



3. Subrecipient will annually re-exam the household's size and composition to determine whether its circumstances have changed. A household whose size or composition has changed may be required to find a unit that is suitable to its current circumstances.

VIII. Housing Quality Standards (HQS)

ARP-TBRA assisted units must meet Section 8 Housing Quality Standards (HQS) at a minimum. The unit must pass an HQS inspection prior to the effective date of the initial Housing Assistance Contract and corresponding lease executed, and annually during the length of ARP-TBRA assistance.

If a unit fails to pass an HQS inspection, the owner must be notified in writing of the specific deficiencies and the necessary corrective action. Owners should be given a reasonable period of time (24 hours for emergency conditions, 30 days for less serious conditions) to correct the deficiencies.

If the owner fails to make the necessary corrections, Subrecipient may (1) with adequate notice to the owner and household, terminate the Rental Assistance Contract and require the household to move to another location in order to continue to receive assistance, or (2) temporarily suspend its payment until the owner remedies the HQS deficiencies. If the second approach is taken the tenant should be encouraged to continue to pay its share of the rent in order to prevent eviction.

IX. Adjusted Income, Payment Standards

A. Tenant Rent Contributions – The maximum amount of subsidy Subrecipient may provide to a household is the difference between 30% of the household's monthly adjusted income and the payment standard established by the Grantee for the size of unit the household will occupy.

B. Adjusted Income – Adjusted income is a household's annual income less mandatory deductions as follows:

- i. \$480 for each dependent [defined as a member of the household, except for foster children and foster adults, other than the household head or spouse, is less than 18 years of age or is a full-time student not older than 26 years of age.];
- ii. \$400 for an elderly (older than 62 years of age) or disabled head of household or spouse;
- iii. The sum of the following, to the extent the sum exceeds three percent (3%) of annual income:



- a. Unreimbursed medical expenses of the household that has been determined to be elderly or disabled based on head of household or spouse.
 - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses of each member of the household who is a person with disabilities, to the extent necessary to enable any member of the household (including the person with disabilities) to be employed. This deduction may not exceed the earned income received by household members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.
 - iv. Any reasonable childcare expenses necessary to enable a member of the household to be employed or to further his/her education.
- C. Minimum Tenant Payment – The minimum Tenant Payment collected from ARP-TBRA participants will be \$0.
- D. Maximum Program Payment – The maximum program payment Subrecipient may pay to assist any ARP-TBRA household is the difference between 30% of the household’s adjusted monthly income and the applicable Payment Standard.
- E. Rent Standards
- i. Following HUD Notice CPD 96-07, for each unit size, the rent standard may not be less than 80% of the published HUD Fair Market Rent (FMR) in effect when the Grantee adopts its rent standard amount.
 - ii. For not more than 20% of the total number of units assisted with ARP-TBRA, the Grantee may approve, on a unit-by-unit basis, a subsidy based on a rent standard that exceeds the applicable FMR by up to ten percent (10%).

X. Prohibition Against Duplicative Assistance

Participating households cannot receive HOME assistance if they are receiving rental assistance under another Federal, state or local rental assistance program **IF** the HOME subsidy would result in duplicate subsidy. However, if another rental subsidy program does not provide assistance sufficient to lower a tenant’s rental payment to 30% of their monthly adjusted income, HOME funds can be provided as supplemental assistance to further reduce the tenant’s rent payment to 30% of their monthly adjusted income.

XI. Rental Units Owned by Subrecipient



The assisted unit cannot be owned by Subrecipient or other partner agency, unless an exception is approved in writing by UVHC. In order to be considered for an exception, Subrecipient must submit a request to UVHC. The request must, at a minimum, include the following information:

- A. An explanation why the exception is necessary/appropriate; and
- B. Documentation of adequate outreach to owners so as not to limit access; and
- C. Assurance that occupancy of the unit is not a 'requirement' placed on the participating household and that they have a free choice of units.

XII. Utility Allowance

- A. Utility Allowance Schedules are used to estimate the average cost of utilities for typical types of housing (single household, duplex, apartment, etc.) and for various utilities (natural gas, propane, electricity). Telephone and cable/dish TV are not considered utilities for this purpose.
- B. The household's contribution is intended to cover both rent and utilities. If all utilities are included in the rent, the household's entire contribution goes to the owner. Most tenants are responsible for payment of at least some utilities and in some instances may receive a Utility Reimbursement Payment.
- C. Subrecipient will use its updated Utility Allowance Schedule to determine Utility Allowances for the ARP-TBRA program.

XIII. Outreach to Prospective Owners

- A. Subrecipient has an obligation to ensure that information about the program reaches the broadest possible range of potentially qualified applicants. To further fair housing objectives, Subrecipient will identify those households 'least likely to apply' and determine what special outreach activities will ensure that this population is fully informed about the program.
- B. ARP-TBRA will be affirmatively marketed to all qualifying members of the target population. To ensure that program access is not limited to a particular facility's or program clients, Subrecipient will take the following actions:
 - i. Subrecipient will notify all known providers of services to the "Qualifying Populations" about the ARP-TBRA program.
 - ii. Applications for assistance will be available at Subrecipient's main office, may be mailed to potential clients when requested, or available on



Subrecipient's website. Completed applications can be submitted via Subrecipient's website or in person during normal working hours.

XIV. Utility Deposit

Utility deposit assistance may be provided in conjunction with ARP-TBRA assistance.

XV. Non-Refundable Fees, Security Deposits and Inventory Lists

- A. Non-refundable fees cannot be paid with ARP-TBRA funds. Including any portion of a deposit that is not refundable.
- B. ARP-TBRA funds may be used to provide security deposit payments, up to 2 months' worth of contract rent. A security deposit may be provided only once to any participating household. Whether or not the deposit is paid by the household or from program funds, the deposit must be returned to the tenant.
- C. In order to protect the deposit and assure its return (whether or not program funds are used) Subrecipient will assist the household to understand their responsibilities as a tenant:
 - i. Complete an inventory checklist at the beginning of occupancy (within seven days of moving in);
 - ii. Give the owner a forwarding address within thirty days after moving out. If the tenant does not provide this, the right to an itemized list of damages from the owner is forfeited.
 - iii. Respond in writing if he/she disputes the charges against the security deposit within 7 days of receipt of notice. It is good practice to retain some type of proof of mailing.
 - iv. Has a right to the refund of the security deposit if the owner does not send a list of damages within 30 days from the end of occupancy, and does not file a case within 45 days from the end of occupancy.

XVI. Subrecipient Lease Review

Subrecipient must review the owner's lease to assure that it does not include any prohibited lease provisions. Subrecipient will include UVHC's Lease Addendum for all ARP-TBRA assisted units.

XVII. Term of Lease

The term of the lease should be for not less nor more than 1 year or 12 months. The Lease Agreement must require at least 30 days written notice to terminate.

XVIII. Term of Housing Assistance Contract



The term of the ARP-TBRA Housing Assistance Contract runs in conjunction with the term of the Lease (not exceeding 2 years or 24 months). The Contract automatically terminates on the last day of the term of the Lease.

XIX. Termination of Tenancy

- A. The owner may evict the tenant following applicable state and local laws.
- B. During the term of the lease, the owner may only terminate the tenancy because of:
 - i. Serious or repeated violation of the lease;
 - ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and premises;
 - iii. Criminal activity; or
 - iv. Other good cause.
- C. Owners must comply with all state and local laws. The owner must provide the tenant and Subrecipient with at least 30 days written notice of lease termination.
- D. If household is evicted for cause, the ARP-TBRA will terminate as well.

XX. Denying and Termination of Assistance

The purpose of an informal review procedure is to resolve applicant/participant disputes with Subrecipient without legal action, and if applicable, to correct errors. Families will be notified in writing of their right to submit a written request for a review within 10 days of any adverse action from Subrecipient.

The term 'applicant' refers to a household who is applying for or whose name is on the waiting list; or whose name has been 'pulled' from the waiting list but a Housing Assistance Contract has never been entered into on their behalf. The term 'participant' refers to a household whose Housing Coupon has been under contract at least once and is still active.

- A. Denial of Assistance (applies only to applicants) may include any or all of the following:
 - i. Refusal to place the applicant's name on a waiting list;;
 - ii. Refusal to issue a Housing Coupon when the applicant's name reaches the top of the waiting list;
 - iii. Withdrawal of a Housing Coupon;
 - iv. Refusal to enter into a Housing Assistance Contract or approval of an owner's lease; or



- v. Refusal to process requests to transfer Housing Coupon to an alternative location outside of Subrecipient's jurisdiction.
- B. of Assistance (applies to participants only) may include any or all of the following:
- i. Refusal to enter into a new Housing Assistance Contract or approve an owner's lease;
 - ii. Refusal to issue a new Housing Coupon;
 - iii. Terminating an existing Housing Assistance Contract; or
 - iv. Refusal to process requests to transfer Housing Coupon to alternative location outside of Subrecipient's jurisdiction.

XXI. Informal Review Procedures

Subrecipient will give applicants/participants a written notice of denial/termination that provides the specific reason(s) for the action and states that the household has 10 days from the date of the notice to request an informal review in writing. All informal reviews will be conducted by the Assisted Housing Manager.

An informal review is not required for decisions concerning:

- A. Establishment of utility allowances;
- B. Housing Coupon expiration date or denial of an extension;
- C. Determination not to approve a unit or lease;
- D. Determination that an assisted unit does not comply with HQS;
- E. Determination to exercise or not to exercise any right or remedy against the owner under a Housing Assistance contract; or
- F. Discretionary administrative decision such as the establishment of Rent Standards.

XXII. Interim Eligibility Determinations

The household will be instructed to notify Subrecipient of all changes in income and household composition. If this is applicable, the following procedures will apply:

- A. Increase in Household Income – If the household receives an increase in income of 25% or more (unless a smaller percentage places them over income cap), an interim recertification must be completed. The increase in the tenant payment and subsequent decrease in assistance payment will take effect the first month



following verification of the increase. Both the owner and tenant will be notified in writing of the change in payment structure.

If the household fails to provide timely verification of increased income, a payment arrangement will be made with Subrecipient to compensate for any benefit paid in error on behalf of the household.

- B. Decrease in Household Income – If a household reports a 25% decrease in income, an interim recertification will be completed. The decrease in tenant payment and subsequent increase in assistance payment will take effect the first month following verification of the decrease. Both the owner and tenant will be notified in writing of the change in payment structure.
- C. Moves and Termination of Tenancy – Tenant may elect to move to another unit as permitted by the lease. The ARP-TBRA Rental Assistance Contract contains provisions that terminate Subrecipient’s agreement with the owner when the household moves out. To assure that ARP-TBRA subsidy is not paid on units no longer occupied by an eligible tenant, the lease agreement must require that the household provide a minimum of 30-days written notice to both Subrecipient and the owner of their intent to move from the assisted property.

A tenant who wishes to move may be issued another Housing Coupon following the same procedures used when issuing the original Coupon.

XXIII. Updating Policies and Procedures

Key operating procedures will be reviewed at least annually to determine if revisions are necessary. At a minimum, UVHC and Subrecipient will assess the appropriateness of the Rent Standard and Utility Allowance schedules.

XXIV. Impact of Actual Unit Size on the Subsidy Calculation

- A. The Rent Standard used to calculate the housing assistance payment is based on the lesser of the actual unit size or the size of the Housing Coupon issued to the household.
 - i. Undersized Unit – If a household elects to occupy a unit that is smaller than the size listed on their Housing Coupon the following provisions apply:
 - a. The Rent Standard is based on the actual unit size;
 - b. The Utility Allowance is based on the actual unit size.
 - ii. Oversized Unit – If a household elects to occupy a unit that is larger than the size listed on their Housing Coupon, the following provisions apply:



- a. The Rent Standard is based on the Housing Coupon eligibility issuance size;
- b. The Utility Allowance is based on the actual unit size.

XXV. Ongoing Monitoring of Performance

Subrecipient understands the importance of monitoring continued program performance and will perform the following ongoing reviews:

- A. Budget vs. Actual Spending – Subrecipient will monthly monitor actual expenses to determine whether more or fewer families can be assisted based on available funding for contract period with UVHC.
- B. On-Time Payments – Subrecipient will make every effort to process payments within 15 days of receiving the initial executed Housing Assistance Contract from the owner. Each month thereafter Subrecipient will process payments to be paid by the first of each month.
- C. Outreach and Success Rates – Subrecipient will analyze participant success rates and make use of the results to determine if aspects of the program design should be changed to improve future success.
- D. Administration Efficiency – Subrecipient will review the length of time that various aspects of the ARP-TBRA program take to complete, including the time between initial application and Housing Coupon issuance, and between Coupon issuance and lease-up. While many factors can affect these time frames, this information can give clues about ways to improve the administrative efficiency of the program, which is within Subrecipient’s control.
- E. Turnover – High turnover could indicate that owners are frustrated with the ARP-TBRA program; clients are not following their responsibilities, or on the other extreme households are successful and becoming self-sufficient. Subrecipient will examine the reasons for program turnover and use the results to increase program performance.