

HOME TBRA  
**HOMELESS PREVENTION  
PROGRAM**  
**Tenant-Based Rental Assistance**

**Program Policies & Procedures**

Revised 5/1/2023

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## **1. Introduction**

**The HOME TBRA Homeless Prevention Program (HPP) is a Fair Housing and Equal Opportunity Program. The Tempe Department of Human Services (THS), Housing Division does not discriminate on the basis of race, color, national origin, sex, sexual orientation, religion, age, or disability in employment or services.**

### **a. Purpose and Use**

The attached program guidelines have been developed to facilitate the efficient and effective operation of the Tenant Based Rental Assistance Program (HOME TBRA) for THS. The TBRA program will be administered by THS Housing Division. Funding for this TBRA is provided under Title II of the National Affordable Housing Act (1990) through the HOME Investment Partnership Program (HOME) under regulations and policies established by the Tempe Human Services Department (THS) in conjunction with the United States Department of Housing and Urban Development (HUD). THS has set-aside a portion of its annual HOME allocation to provide TBRA to a targeted group of families/individuals who are homeless or at risk of homelessness.

### **b. Primary Objective**

The primary objective of the TBRA HPP program is to assist eligible applicants to secure safe, decent, and sanitary housing in the private rental market in the city of Tempe, Arizona. This program allows individuals/families to choose a neighborhood in which they prefer to live and feel safe.

### **c. Secondary Objective**

The secondary objective of the TBRA-HPP program is to help present homeless by providing rental assistance to families and individuals through the HOME TBRA HPP program. This secondary objective is to assist families and individuals to Self-sufficiency. Self-Sufficiency is defined as the ability of an individual or family to be self-supporting through income derived from employment, benefits such as SSI and SSDI, or a combination of income and benefits while maintaining a safe and decent environment.

TBRA HPP participants will diligently pursue educational or training program designed to maximize the participants' income or, when feasible, will pursue employment that will allow the participant to acquire market-rate housing or other permanent housing, such as the Housing Choice Voucher Program with long-term rental assistance. Individuals who are eligible for public benefits will also be encouraged to apply for those benefits and other mainstream resources to maximize their annual household income and further the program goal of self-sufficiency. These services are available through community service agencies and are not being provided directly by the THS TBRA HPP program. Each program participant will select their own support service provider to assist them with their self-sufficiency plan and with assistance with carrying out the steps of the plan.

THS does not provide any support services in conjunction with the TBRA HPP. However, support services are made available through the various agencies to provide program participants the ability to become self-sufficient and prevent future homelessness. THS does not mandate that an individual be connected with support services nor does THS make it a condition to maintaining their rental assistance to be engaged in support services. THS does encourage each individual to have a strong connection with a support service provider and have an active Self-Sufficiency plan.

Progress will be monitored by THS not less than once a year concurrent with re-certification of the participant but as staffing and program resources allow may choose to monitor the agreement more frequently.

## 2. **Definitions**

- a. **AMI:** Annual Median Incomes are income guidelines provided by the Department of Housing and Urban Development (HUD) prepared annually for all the Counties and metropolitan areas in the US. Income limits include Extremely low-Income limits at 30% and Very Low income limits at 50%.
- b. **Case Manager:** A case manager coordinates various services on behalf of an individual or family that needs assistance.
- c. **Contract Rent:** The total rent including the tenant portion and the amount of the rental assistance.
- d. **THS:** Tempe Human Services Department is the agency that administers various housing program in the City of Tempe, Arizona.
- e. **Family Obligations:** Formal document executed between THS and all adults living in the household. This contract spells out all the obligations that THS and the participant's household will be responsible for to maintain the HOME TBRA HPP.
- f. **FMR:** Fair Market Rent is local market rental rate set for each county in the nation that establishes a fair market rent for all rental units by bedroom size and unit type. The FMR standard is calculated for the base rent and average cost of utilities for modest rental housing units.
- g. **HAP:** Housing Assistance Payment is a contract between a landlord and the agency providing rental assistance for a program participant. The HAP contract spells out the terms of the agreement for the landlord to receive monthly subsidy.
- h. **HCV:** The Housing Choice Voucher Program is a federally funded rental assistance program that provides "tenant-based" rental assistance, so a tenant can move from one unit of at least minimum housing quality to another. The tenant pays 30% of their adjusted gross household income toward the rent and the

voucher pays the balance of the rent up to HUD's Fair Market Rent established for the area.

- i. HOME:** The HOME Investment Partnerships Program (HOME) is a type of United States Federal assistance provided by the U.S. Department of Housing and Urban Development (HUD) to States in order to provide decent and affordable housing, particularly housing for low- and very low-income Americans. It is the largest Federal block grant to States and local governments designed exclusively to create affordable housing for low-income families, providing over US\$2 billion each year. The program is commonly referred to as the Home Investment or Home Partnership Program, and is often operating in conjunction with other housing and other urban development programs, such as the CDBG program.
- j. HQS:** Housing Quality Standards inspection was developed by HUD to set a national minimum housing standard for many of the housing programs funded by the agency.
- k. Payment Standard:** Maximum subsidy payments by bedroom size and building type, provided by the THS.
- l. TANF:** Temporary Assistance for Needy Families (TANF) is one of the United States of America's federal assistance programs. It began on July 1, 1997, and succeeded the Aid to Families with Dependent Children (AFDC) program, providing cash assistance to indigent American families with dependent children through the United States Department of Health and Human Services. This cash benefit is often referred to simply as "welfare."
- m. TBRA:** Tenant-Based Rental Assistance is a form of rent subsidy that provides a program participant the ability to select a rental units of their choice in the private rental market.

### **3. Eligible Beneficiaries**

THS will use the HOME TBRA HPP program for families/individuals who are homeless or at risk of homelessness.

### **4. Income Limits**

HOME TBRA HPP is limited to households who are income eligible. 100% of HOME TBRA HPP funds will be used to assist families who are at or below 50% of the area median income at the time of move in. The area median income is adjusted for household size as defined by the federal Housing Choice Voucher (HCV) income guidelines.

If at annual recertification the household income is above 50% but below 80% of area median income, the household could continue to receive assistance. If the household's

income exceeds 80% of area median income at annual recertification, the household will no longer be eligible for HOME TBRA HPP assistance.

## **5. Eligible Units**

Tenants who receive assistance from THS's HOME TBRA HPP can choose from any housing unit as long as that rental unit:

- A. Meets HUD Housing Quality Standards (HQS), as listed in Chapter 8 of the Housing Choice Voucher Program Administrative Plan.
- B. Rents are for a reasonable amount, compared to unassisted units in the area.
- C. Is privately or publicly owned but does not receive project based rental subsidies. TBRA HPP cannot be used in public housing or Section 8 New Construction or Substantial rehabilitation projects with Section 8 Project-based Rental Assistance, in any unit with project-based rental assistance attached to the rental unit funded by and government or private sources (such as VASH), or in cooperative rental units (co-ops).

## **6. Prohibition Against Duplicate Rental Assistance**

Participating households cannot receive TBRA HPP if they are receiving rental assistance under another Federal, state or local rental assistance program IF the HOME subsidy would result in duplicative subsidies.

In accordance with the Section 8 Housing Choice Voucher program rule at 24 CFR 982.352 (c) (6),

Housing Choice Voucher recipient's holders cannot receive TBRA HPP under the HOME Program because the two programs would provide duplicative subsidies.

HOME TBRA HPP recipients who are offered a Housing Choice Voucher must relinquish HOME TBRA HPP assistance, if they wish to accept the Housing Choice Voucher assistance.

## **7. Ineligible Uses of TBRA HPP Assistance**

- A. Make commitments to specific owners for specific units/projects. Tenants must be free to use the assistance in any eligible unit.
- B. Assist resident owners of cooperative housing that qualifies as home ownership housing. TBRA HPP may, however, be used by a tenant who is renting from a cooperative unit owner.
- C. Pay cost overruns, such as Double Subsidy.
- D. Prevent displacement of, or provide relocation assistance to, tenants as a result of activities other than the HOME Program.

- E. Provide TBRA HPP to homeless persons for overnight or temporary shelter. The HOME TBRA HPP subsidy must be sufficient to enable the homeless person to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS).

## **8. Support Services**

The HOME TBRA HPP program is specific to families and individuals who are homeless or about to be homeless. THS does not provide any support services in conjunction with the TBRA HPP. However, support services are made available through the various agencies to provide program participants the ability to become self-sufficient and prevent future homelessness. THS does not mandate that an individual be connected with support services nor does THS make it a condition to maintaining their rental assistance to be engaged in support services. THS does encourage each individual to have a strong connection with a support service provider and have an active Self-Sufficiency plan.

THS would also encourage each household member to have a case manager that assists them with achieving the goals in their individual plans. THS does require that the household member have a case manager to assist them with accessing the HOME TBRA HPP program and to assist them with finding a suitable rental unit.

THS would also like to see the case manager assist the participant complete the annual re-certification process with the tenant as necessary or as needed. THS would encourage case manager involvement for household composition changes, tenant request to move, or when the participant needs assistance when problems arise between the landlord and the tenant.

## **9. Determining Income and Allowances**

THS will use the HUD Technical Guide for Determining Income and Allowances for the HOME Program and HUD 24 CFR Part 5, Subpart F for determining annual household income for all program participants.

## **10. Residency Requirement**

THS requires that applicant and their household members meet the City of Tempe's Residency Requirement;

- A. Resides, is homeless or at risk of homelessness in Tempe
- B. Works in Tempe
- C. Hired to work in Tempe

## **11. Length of Stay**

The HOME TBRA HPP program is designed to act a bridge subsidy until the tenant can



secure permanent rental assistance from another source. The TBRA HPP program may provide monthly rental assistance up to 24 months. The short-term nature of the TBRA program is a HOME requirement.

Participants are required to verify that they are or will be on the wait list for permanent or long-term rental assistance as part of the application process. This would include verifying their status on a wait list for Section 8 or a wait list for public housing through a local housing authority or at a project-based Section 8 or Section 811 or 202 housing development. The participant, in lieu of providing documentation that they are on a wait list for other subsidized rental assistance program, may provide documentation that they have a viable housing plan that does not involve the need for rental assistance.

When a participant's name is called from the wait list of another subsidy source, the participant must notify the THS TBRA HPP Program Manager within 7 days of the receipt of the notification. All participants are required to complete the paperwork and take the necessary steps to activate the new rental assistance. Failure to notify THS that their name has been called for rental assistance or a unit is a project-based rental unit is grounds for termination for the HOME TBRA HPP program.

In the event that a participant's name has not been called for rental assistance during the 24 month term of the TBRA HPP program, THS will consider extending the TBRA HPP assistance on a case-by-case basis. The participant will be required to make a written request to the TBRA Program Manager outlining the circumstances for the participant's failure to secure permanent rental assistance and requesting an extension on the rental assistance. THS can only grant such requests based on the availability of funding at the time the request is made.

## **12. Self-Sufficiency Agreement**

TBRA assistance will be limited to those participants who are willing to sign the self-sufficiency agreement. This agreement is not tied to any mandatory self-sufficiency program or any mandatory support service plan.

Because the TBRA rental assistance is only provided for 24 months THS wants to target the assistance to participants who will be able to find affordable rental housing and prevent future homelessness. Finding a stable housing unit with or without securing permanent rental assistance at the time the TBRA HPP assistance ends will be the primary goal of THS and the program participant.

## **13. Payment Standards**

The payment standard for THS's HOME TBRA program will be based on THS's Housing Choice Voucher Fair Market Rent Standards (FMR).

#### **14. Security Deposits**

HOME TBRA HPP funds can be used for security deposits for eligible participants. Security deposits cannot exceed the amount of two months' rent. The security deposit should be reasonable and according to Arizona Residential Landlord and Tenant requirements; and equal to what a non-subsidized tenant would pay for the same unit. The security deposit will be paid by THS directly to the landlord.

When the participant moves, the security deposit will be refunded to the participant according to the terms of their lease. The security deposit is a grant to the participant and does not have to be repaid.

If the tenant plans on moving while on the program, they will be responsible for the security deposit at the new rental unit. The HOME TBRA HPP program will issue only one security deposit per participant. Tenants can use any refunded security deposit to fund the security deposit at a new rental unit. THS may pay a second security deposit on a case by case basis if a tenant needs to leave their current living situation due to domestic violence, sexual assault, dating violence, stalking or any other situation that put the tenant in danger. Such other situations may be the landlord not making repairs to the property which causes the unit to be out of compliance with HQS standards.

#### **15. Pet Deposits**

HOME TBRA HPP funds cannot be used to pay pet deposits. The tenant will have to use their own funds to pay a pet deposit.

#### **16. Service Animals**

A service animal is not considered a pet. Any applicant that has a service animal or expects to acquire one during the time they will be assisted by the HOME TBRA HPP program will have to provide certification from a medical doctor or a psychologist that the animal is acting in the capacity of a service animal.

In most cases a landlord cannot charge a pet deposit for a service animal. The tenant is responsible for any damages done to the rental unit by the service animal.

#### **17. Utility Deposits**

TBRA funds can be used for utility deposits in conjunction with utility connection fees at an approved TBRA HPP rental unit. Funds can only be approved for utility deposits for services that the tenant will be responsible for paying. Funds can only be used for the electric, gas, water, sewer, and trash collection services. The utility deposit program does not include telephone, cable television or Internet service.

This is a onetime service and will not be available to the participant if they move to another rental unit. The maximum grant for connecting utilities at an approved rental

unit is \$500 for all services. The utility deposit funds are considered a grant and do not need to be repaid to THS. Any funds returned to the participant after the end of the tenancy will be considered the participants funds.

THS may pay a second utility deposit on a case by case basis if a tenant needs to leave their current living situation due to domestic violence, sexual assault, dating violence, stalking or any other situation that put the tenant in danger. Such other situation may be, the landlord is not making repairs to the property which causes the unit to be out of compliance with HQS standards.

All utility deposit funds will be paid directly to the utility provider and not directly to the participant. The participant will need to bring documentation from the utility provider that the service will be in the name of the participant and showing the amount of the required deposit and verification that the utility service will be connected in the participants name once the deposit is received.

## **18. Utilities**

If the participant is leasing a rental unit where they will be responsible for paying for the utility service must bring THS written verification that the participant can connect the service in their name prior to moving into the rental unit. It is important that the head of household, co-head of household or another adult living in the household will have utility service connected in their name.

THS will not permit utility service to be connected in a minor child's name or any other person that is not a member of the household. If these provisions cannot be met, then THS will require that the participant secure a rental unit that has all utilities paid by the landlord.

All rental units funded by the TBRA HPP program must have all utilities connected at all times to remain in compliance with the terms of the program. Disconnected utility service is grounds for termination of the rental assistance.

## **19. Non-Refundable Fees, Inventory Checklist**

Non-refundable fees cannot be paid from TBRA HPP program funds.

There may be charges in addition to the security deposit at the time tenancy begins. These charges may be reasonable and nonrefundable, such as a cleaning charge or fee for wall washing, carpet cleaning, drapery cleaning, etc. A cleaning fee does not negate the obligation of the tenant to maintain the unit in a normal sanitary manner. These nonrefundable fees or charges are separate items from the security deposit and, as such, are not covered by the security and utility deposit provision.

## **20. Household Identifications**

Every household member is required to provide copies of their birth certificate and social security card. Copies of these identifications will be kept in the tenant's file. State issued photo ID's are required for all adult members of the household.

## **21. Contract Limitations/Period of Eligibility**

All participants will be informed that the HOME TBRA HPP subsidy contracts cannot exceed two years. Although there is a possibility that the rental assistance could be extended, this is dependent on the availability of HOME funds and there is no guarantee that funds will be available beyond the first 24 months.

Once an applicant receives a HOME TBRA HPP rental assistance Certificate, assistance will continue, subject to funding availability and tenant eligibility.

All participants will be required to apply for rental assistance such as Housing Choice Voucher program or public housing types. Applicants will provide verification when they apply or are on a Wait List for a Housing Choice Voucher, public housing, HUD Section 811 or 202 apartment unit, or a privately owned Project-Based Section 8 rental unit. This verification will be provided at the time of initial application for the HOME TBRA HPP program.

Participants will re-verify their Wait List status at the time of the annual re-certification on the program.

All participants will be required to access rental assistance from other funding sources when their name is called from the other Wait Lists. THS TBRA HPP rental assistance will continue until the new rental assistance is activated from the new funding source. Participants who have applied for other tenant-based rental assistance, project-based Section 8 units or Section 202 or Section 811 properties must terminate the HOME TBRA HPP and move to the new property.

THS will work with the participant's current landlord to help facilitate this move. THS may allow the participant to remain in their current rental unit until the lease expires as long as the new landlord will hold their rental unit until the TBRA HPP lease expires.

## **22. Inventory Checklists and Tenant Responsibilities Regarding Security Deposits**

In order to protect the deposit and assure its return (whether or not program funds are used), THS will assist the household understand their responsibilities as summarized below:

- a. Complete an Inventory Checklist at the start of occupancy (within seven days of move in);

- b. Give the owner a forwarding address within four (4) days after moving out. If the tenant does not, the right to an itemized list of damages from the owner is forfeited. However, this requirement only applies if the owner has informed the tenant of this requirement in writing within fourteen (14) days after the tenant has moved in;
- c. Respond in writing, if he or she disputes the charges against the security deposit within seven (7) days of receipt of notice. Retain proof of mailing.

**23. Re-certification**

The household income, family size, and composition must be recertified at least annually. Interim re-certifications will be considered on an individual basis when there is a change in household income or household composition. Interim re-certifications will be required.

Household members are required to report all changes in household income to THS within 10 days of the change. All decreases in household income will be adjusted for the following month. Increases in household income greater than or equal to \$200 per month will be adjusted to allow the participant at least 30 days notice of new rental portion. Increases of less than \$200 per month will be adjusted at the next annual re-certification.

**24. Occupancy Standards**

THS’s occupancy standards are based on the following table:

Rental Assisted Unit Bedroom Size	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	5	8

The TBRA HPP Program Manager considers requests for exceptions to the above stated Occupancy Standards because of health needs or other circumstances on a case-by-case basis. Such requests must be accompanied by appropriate documentation such as a doctor’s statement Health Care Provider or other agencies providing assistance to the participant. Except in exceptional circumstances, participants should not be permitted to move into a unit with more bedrooms than the minimum number stated in the above charts, even if the contract rent is in line with a smaller unit size.

THS will allow an additional bedroom for an approved live-in aid. See Section on Live-In Aide Requirements.

## **25. Waiting List Administration**

The TBRA program will maintain one Wait List for all eligible applicants. All applicants must; 1) be referred by either the HOPE team, CARE 7, Tempe Union High School McKinney-Vento liaisons or a City of Tempe Housing Navigator, 2) referrals must be accompanied by a completed pre-application. These referring agencies will verify that the household being referred meets the residency requirement and are either currently homeless or at risk of homelessness.

Housing staff will review the referral and pre-application to ensure that they meet the eligibility requirements for the program, in order to be placed on the HOME TBRA Wait List. Basic eligibility requirements are:

- THS requires that applicant and their household members meet the City of Tempe's Residency Requirement.
  - Resides or is homeless in Tempe
  - Works in Tempe
  - Hired to work in Tempe
- Currently homeless or at risk of homelessness
- Must be income eligible
- All family members must have eligible immigration status
- Must be capable of self-sufficiency
- Currently live in a shelter, the streets, under bridges, in the car, couch hopping with family and friends or other setting for more than 90 days
- Wish to live in a safe environment
- Lack the financial resources to make the transition from Homelessness and living in the community
- Have an income at or below 50% of the Area Median Income at the time they are placed on the waiting list and at the time TBRA HPP rental assistance is approved for the participant.
- Eligible to receive assistance from a TBRA HPP program
- Capable of living in an independent setting with community-based services including Self-Sufficiency programs, as needed
- Require access to time-limited rental assistance in order to access a permanent housing option in the community using other rental housing options such as public housing, Section 8 Housing Choice Voucher, Project-Based Section 8, HUD Section 202, HUD Section 811, or other rental or owner-occupied housing secured by the individual at their determination.
- No member of the household maybe subject to a lifetime registration requirement under a State sex offender registration program.
- No member of the household has been convicted of manufacturing or the sale of methamphetamine.

Referrals are accepted at any time unless THS has posted the TBRA HPP Wait List is closed. THS will post a notice that the Wait List is closed on the THS website and in the appropriate newspaper publications.

Referrals may be faxed, scanned and emailed, mailed through the US Postal Service, other postal services (FedEx, UPS) or hand delivered in person to the THS Main office located at 3500 Rural Rd, Tempe, Arizona. THS will close the Wait List if THS determines that there will be more than a 2 year waiting period for an applicant at the bottom of the Waitlist to receive rental assistance. THS will post the Open or Closed status of the TBRA HPP Wait List on the THS website.

THS will review referrals and pre-applications and will place them on the Wait List once they have been reviewed and determined to meet the initial eligibility requirements for the program. Applicants will be placed on the Wait List in the order that they are received.

THS will notify applicants in writing if their application is determined to be incomplete or does not meet the initial eligibility requirements for the program. Incomplete applications will not be placed on the Wait List. THS will also notify in writing all applicants whose applications are determined to be complete and meet all eligibility requirements for the program that their names have been added to the wait list.

Applicants who need assistance in completing the pre-application can work with the referring agencies in order to complete them.

## **26. Tenant Selection**

Applicants on the wait list are required to update their contact information while their name is on the Wait List. THS will make two attempts to contact the participant at the time their name comes up on the Wait List. THS will contact the participant by e-mail and telephone in an effort to notify that the participants name has been selected to determine their eligibility for a Certificate. THS will also attempt to contact the referring agency that is assisting the participant as well.

If the applicant cannot be reached after two attempts to contact them, their name will be removed from the Wait List. THS will send notification to the applicant and the referring agency notifying them that the applicant has been removed from the Wait List. If the Wait List is open, the client may reapply if they still meet the eligibility requirements.

All applicants who do not update their application within the defined period will be removed from the waiting list. Participants will be informed in writing that they can re-apply after being purged from the waiting list, with a new date and time of application. If an applicant feels that their name has been removed from the Wait List in error they have the right to appeal this decision. Refer to the Appeal section of this document.

Once the applicant's name comes to the top of the Wait List and they respond to the

notice sent by THS that they have been selected to determine their eligibility to receive rental assistance, the applicant will notified of any additional documentation that is needed.

The applicant's referring agency will also be notified. The case manager may assist the applicant in understanding the program requirements and to assist them with bringing all the required documentation needed to complete the application process. The tenant may ask any other family member or friend that is assisting with this transition to assist them.

Applicants and referring agencies will be reminded that their rental assistance contracts cannot exceed two years. If funding is available, applicant eligibility to extend this period will be considered on an individual basis need and situation.

\*\*Management may, on a case by case basis allow modifications to the Tenant Selection guidelines listed above.

## **27. Local Preferences**

Assistance will be limited to participants in the Tempe, AZ area.

## **28. Rental Assistance Calculation**

THS will use the Payment Standard (Fair Market Rent) based on THS's Housing Choice Voucher program. The rental assistance calculation will follow the HUD Housing Choice Voucher program except the tenant portion of the rent cannot exceed 30% of the adjusted housing income. The TBRA HPP program will also not allow the participant to use their rental assistance to be "over housed" or leasing a rental unit that does not meet the Occupancy Standard for their household size even if they find a large rental unit that is within the dollar value of the Certificate.

- a. Rental Assistance Calculation - the maximum subsidy amount is calculated as the difference between 30% of the household adjusted monthly income and the Payment Standard (Fair Market Rent) for size of rental unit they are qualified for. The tenant is responsible for paying the difference between THS's HOME TBRA HPP share of the rent and the total Contract Rent. This Total Tenant Payment will be paid by the Tenant directly to the landlord each month.
- b. Minimum Tenant Rent – The minimum tenant rent would be 30% of the participant's total adjusted household income. In the event that the total adjusted household income is less than \$1.00 then the participant will have a zero Total Tenant Payment.



## **29. Utility Allowances**

The TBRA HPP program will use the THS Housing Choice Voucher Utility Allowance Charts when calculating rent under this program. Utility allowances will be factored into all rent calculations

If the tenant is very low income or has no income at the time of initial lease up, where their rent calculation results in a monthly utility allowance, THS will request the tenant locate a rental unit where all the utilities are included in the rent. THS will assist the tenant and case manager in negotiating all utilities being included in the rent with the landlord.

If a rental unit cannot be found where all utilities are included in the rent, then the TBRA program will issue the utility allowance payment directly to the utility company on a monthly basis. No utility allowance checks will be made payable to the participant or any member of the participants household.

## **30. Impact Of Unit Size On The Subsidy**

THS will calculate the maximum subsidy based on the unit size authorized for the tenant. The participant may not select a rental unit that is larger than the one specified in the program Occupancy Standards and designated on the TBRA Certificate that is issued to the participant.

## **31. Key Processing Steps for Initial Lease-Up**

### **Step 1: Marketing and Outreach Activities**

- A. Public Announcement of Program.
- B. Outreach to Eligible Households.
- C. Outreach to Prospective Owners.

### **Step 2: Accept Applications**

- A. All Applications must be in writing on a form prescribed by THS. The application includes information that enables THS to determine initial household income and eligibility.
- B. THS will use a short form application to serve as the initial application. Using this method, potentially eligible applicants are placed on the waiting list based upon the information provided. Applicant will be required to fill out a full application at the time of their verification process. The current information will be used to verify eligibility.

- C. Each Application received must be reviewed for completeness and to determine if the applicant is eligible. THS may elect to fully determine eligibility at the time the household makes application, and then put the applicant on the wait list.
- D. If an applicant is determined to be ineligible, they will be notified in writing. The written notice will identify the reason(s) the household is ineligible and state that the applicant has 10 days from the date of the notice to request an informal review of the decision.
- E. A tenant file will be created for each application. This file will ultimately contain the application, documentation of the household's eligibility, copies of program forms, unit information (lease/assistance contract, HQS Inspection) correspondence, future recertification paperwork, etc.

### **Step 3: Determine Eligibility**

Applicants are selected from the waiting list in the order established by THS's Tenant Selection policy. To determine a household's eligibility:

- A. The household's *eligibility status*. Eligibility is not always verified at the time of application, but it must be verified before the household receives a Certificate
- B. The household's *size and composition*. This enables THS to determine the unit size for which the household qualifies.
- C. Household income and adjustments to income. This enables THS to determine if the household is income eligible, and to calculate the subsidy amount for which the household qualifies. Verification of the information provided by the household can be accomplished through a variety of sources and documents.

### **Step 4: HPP Certificate**

The issuance of a TBRA HPP Certificate authorizes the household to begin the search for housing. The Certificate is generally issued in person, during a meeting with the household, often called the "TBRA HPP Briefing."

TBRA HPP Briefing: The purpose of the briefing is to ensure that the household (1) understands its responsibilities, as well as those of THS and the owner/landlord; and (2) has sufficient guidance to make an informed choice of housing. The briefing will cover:

- A. Roles and responsibilities of the applicant, household members, owner, and THS.
- B. Limitations on the rent the owner may charge (i.e., a description of rent reasonableness), including how utility allowances are used in this determination.
- C. Subsidy calculations, including how THS and tenant shares will be calculated.

- D. Security deposit policy, including how much may be charged, who pays, and who receives any refund.
- E. HPP Certificate Issuance Period and Extension Policies – 30 days with an extension of an additional 30 days.
- F. Guidance on selecting a unit, including HQS requirements and procedures for submitting the Request for Lease Approval/Rental Unit Information form. Families should be counseled against signing any lease until THS has approved the unit.
- G. Lead-Based Paint information.
- H. Prohibited Lease Provisions/Lease Addendum
- I. Fair housing information, including any search assistance that may be available, and the process for filing a complaint in the case of discrimination. THS will direct participants and their case managers at Care 7 and HOPE Program for Homeless Prevention for housing search assistance. THS will make it clear that the HPP Certificate Holder is free to choose units other than those that may be provided by the agencies.

### **Step 5: Unit/Lease Approval**

Once the household has located a unit and the owner has agreed to participate, the household and the owner jointly submit the Request for Unit Approval/Rental Unit Information form. This form provides essential information about the property (bedroom size, utility combination, proposed rent, ownership information). The submission of this document prompts THS's inspection, rent negotiations and review of the owner's rent request.

- A. Housing Quality Standards: Each unit must be inspected to confirm that it meets HQS. If the unit initially fails HQS, the owner may be given a reasonable amount of time to correct deficiencies, or the HPP Certificate Holder may elect to look for another unit. A TBRA HPP Contract with an owner must not be executed until the owner has made all repairs and the unit passes HQS inspection. The results of each inspection must be recorded on an inspection form prescribed by THS and retained in the participant file.
- B. Rent Determination: The rent for each unit must be determined to be reasonable when compared to unassisted units in the area. See above for key components of Rent Reasonable Determination
- C. Lease Review: THS must review the owner's lease to assure that it does not include any of the prohibited lease provisions. The Lease Addendum provided by THS is required for all HOME TBRA HPP assisted units.
- D. Final Subsidy Calculation: Once the unit has been approved, a final subsidy calculation is required to determine the tenant's share and assistance amount.

## **Step 6: Contract/Lease Execution**

The Lease Agreement and Lease Addendum are executed by and between the tenant and owner. The TBRA HPP Housing Assistance Payment (HAP) Contract is executed by and between the owner and THS on behalf of the participant. Each HAP Contract will begin on the first of the month.

## **32. Marketing and Outreach**

Efforts to inform community leaders, housing owners, social service agencies, and other interested parties will be made through formal and informal meetings and other methods. THS will encourage case manager and participants to use [www.HousingSearch.org](http://www.HousingSearch.org) as a method for quickly locating affordable rental units that will accept the TBRA HPP rental assistance.

## **33. Eligibility and Income Calculations**

THS will use the definitions of income established in the HUD Housing Choice Voucher program at 24 CFR Part 5, which is based on gross income before deductions. Income will be verified in the following ways:

- a. Third Party Verifications: Request for written income verification from the tenant's employer or other income source; must be pre-approved by the applicant.
- b. Review of Documents: Documents include but are not limited to benefit award letters, pay stubs, bank statements, and income tax returns.
- c. Personal or Self-Certification: This is the least preferred method, but may be used if no other sources are available.

## **34. HPP Certificate Issuance and Briefing Packet**

When HOME TBRA HPP funds are available, THS will select the applicant who is at the top of the Wait List. THS will select applicants according to date and time the application was placed on the Waiting List and determined to meet the initial eligibility requirements for the program.

Once an eligible program applicant is selected to receive assistance, THS will hold a briefing meeting with the participant and their case manager. The applicants may invite to the Briefing meeting other family members and friends who are assisting the participant in the relocation process. All adults living in the household will also be invited to the Briefing Meeting. The case manager or another member of the support service team who will be working with the applicant are required to attend the Briefing Meeting. At this meeting, THS will review the policies and procedures for the program and the Household Obligations.

THS will do a preliminary rent calculation to determine approximately the tenant portion of the rent. THS will also determine the size of the rental unit that the applicant and their household are eligible for. At the conclusion of the meeting, THS will issue HOME TBRA HPP Certificate so participant can search for an appropriate unit. The participant will also be given a Landlord Packet that they will give the landlord once the landlord has completed their screening process and has approved the participant to lease the unit.

- i. THS will issue a HPP Certificate to the participant which will allow them to look for a rental unit. The Certificate is good for a 60-day period from the date it is issued.
- ii. THS will grant two extensions to the voucher in 30-day increments that will allow the participant time to continue their search for a rental unit. THS will only grant extensions if the participant and their case manager are making a good faith effort to locate a rental unit.
  - i. THS will require the applicant and case manager to present written documentation showing the progress they have made in looking for a rental unit. The documentation must indicate the dates, times, and addresses of all the rental units investigated and the reason those units were not suitable. After reviewing this documentation, THS will make a decision on whether or not to extend the voucher for another 30 days.
  - ii. THS will not extend a Certificate for over 90 days unless the participant and case manager can show that the client has had some extenuating circumstances that have made it impossible for them to identify a suitable rental unit. THS will have the option to issue the voucher for an additional 30 days with the review and approval of the THS Director.
  - ii. After 120 days, THS will terminate the Certificate and request that the participant reapply and start the process again. In this even, the new application will be placed at the bottom of the wait list.

The applicant will also be given a Tenant Briefing Packet that has valuable information about how to locate suitable housing and how to be a good tenant.

The briefing packet will include:

- Responsibilities of THS staff
- Responsibilities of the head of household and all other household members
- Responsibilities of the landlord
- Duration of assistance, Certificate expiration, and extensions
- Termination of assistance
- Payment standards, eligible units, Housing Quality Standards (HQS), lead-based paint hazards and fair housing regulations

- Formal and informal reviews, and Appeals Hearing Process
- Occupancy standards
- Total tenant payment, rent calculation, security deposit, utility deposits
- Guidance on selecting a unit, HQS requirements, timing for signing the lease
  
- TBRA HPP Certificate
- Family Obligations Notice which describes the recipients, landlords and administrators responsibilities
- Request for Tenancy Approval (to be submitted by the Landlord to request unit approval)
- Lease Addendum, which notifies the landlord of the rental subsidy
- Current utility allowances
- Fair housing pamphlet
- Lead-based paint brochure (HUD 1993-351-568)
- Information on Housing Search

### **35. Approving Rental Unit and Lease**

Once the participant has located a unit and the owner has agreed to participate, the household and the landlord jointly submit the Request for Unit Approval. The TBRA Program Manager and processing staffing are available to discuss the program with prospective landlords to answer questions and review the rental documents and procedures for the operation of the TBRA program.

Once a unit has been located and the tenant has been approved by the landlord to lease the property, the Landlord will need to complete the landlord packet and return it to THS along with all required documentation from the landlord. Once the landlord packet is returned to THS, THS will schedule a Housing Quality Standards (HQS) inspection of the property. This will usually be done within five (5) business days of receiving the completed landlord packet back from the landlord.

Units identified by the program participant must be acceptable under the TBRA HOME guidelines. The following guidelines apply:

a. Rent Reasonableness:

THS will ensure that the subsidized rent and unsubsidized rents charged for comparable units are similar. THS will utilize an acceptable Rent Reasonable determination checklist provided by HUD. Rental units that are found to be out of compliance with the HUD Rent Reasonableness standards will be rejected and the applicant will be asked to identify another suitable rental unit.

b. Housing Conditions:

HQS will be applied to all units assisted with HOME TBRA funds. Enforcement of local codes may be applied in addition to HQS standards as listed in Chapter 8 of the Housing Choice Voucher Program Administrative Plan.

The HOME Program regulation requires that all units assisted with HOME funds meet Section 8 HQS. Refer to the City of Tempe Public Housing Authority Administrative Plan (PHA Admin Plan), Chapter 8 for Housing Quality Standards. The previously mentioned chapter discusses in detail how Section 8 HQS standards are implemented by the PHA.

c. Size Requirement:

THS will use the Occupancy Standards in determining unit size for each household.

d. Lease Approval:

The lease must comply with the requirements in 24 CFR 92.253 (Tenant and Participants Protection). Once a unit meets HQS, the landlord must provide a copy of the proposed lease to THS. THS will review the lease to assure that it does not include any of the prohibited lease provisions as outlined in 24 CFR Part 92 and 92.253(b).

**36. Rent Reasonableness**

TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. THS must document the basis for their rent reasonableness determinations on a form prescribed by THS. The prescribed form provides a rent analysis for three (3) comparable unassisted units. Key components of a comparability analysis include:

- a. Location in Community: In many markets, location is the key determinant of housing price (i.e., good/safe neighborhood, close to schools/bus routes, etc.).
- b. Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
- c. Rent for Unit: Amount of rent being charged by owner.
- d. Utilities Included: Consider the type and fuel source of utilities.
- e. Condition: Only units in similar condition should be compared.
- f. Amenities: Consider such amenities as garage, appliances and lot size.

**37. Execution of Housing Assistance Payment Contract, Lease, and Lease Addendum**

Once THS has verified the rent is reasonable, the unit has passed the HQS inspection and the lease has been reviewed and approved, THS will make arrangement to have the

lease addendum, and the Housing Assistance Payment Contract (HAP) signed by owner/property manager, and THS.

The HAP agreement states that the TBRA rental assistance will end if the participant is no longer eligible for the program regardless of the terms of the lease between the tenant and the landlord. The HOME rental assistance will not go into effect until the unit passes HQS and all above referenced documents are signed and returned to THS TBRA office.

### **38. Rent Increases**

Landlord may request a rent increase at the anniversary date of their lease. Landlords must submit a request for a rent increase in writing as part of the annual re-certification process. Landlords should submit a new Request for Unit Approval form to THS requesting the rent increase.

THS will have to determine if the new proposed rent is reasonable in comparison to rents charged for comparable, unassisted units, and that are within the THS Fair Market Rents set for the program.

### **39. On-Going THS Program Responsibilities**

On-going THS Program responsibilities are:

- a. Monitor eligibility of participating households.
- b. Monitor HQS standards.
- c. Owners will receive prompt and accurate payments.
- d. THS will review rents annually. Annual rent adjustments will be granted in accordance with published HUD approved adjustment factors.
- e. THS will review payment standards annually.
- f. Tenants will be re-certified annually. Notices to re-certify tenants will be sent 90 - 120 days in advance.
- g. THS will maintain a waiting list. If the waiting list becomes two years long, the waiting list may be closed.

### **40. Lease Enforcement and Termination of Tenancy**

THS is not a party to the tenant/landlord lease and will not be obligated to enforce or intervene in a tenant/landlord dispute. THS is not a party to the eviction process. If the household is legally evicted for cause, THS may terminate assistance to the participant.



#### **41. Term of Housing Assistance Payment Contract**

The term of the TBRA Housing Assistance Payment Contract (HAP) runs in conjunction with the term of the Lease. The Lease cannot exceed 1 year. The HAP contract automatically terminates on the last day of the term of the Lease. If the participant is no longer eligible for TBRA the HAP contract with the Landlord will automatically terminate. THS will no longer be required to make rental assistance payments to the landlord if the participant is no longer occupying the rental unit or if the tenant remains in the rental units after their rental assistance has ended.

#### **42. Non-Eligibility Requirements for Units**

TBRA participants may select units that are publicly or privately-owned. TBRA may *not* be provided to a family who proposes to rent a unit that receives project-based rental assistance through Federal, state or local programs, IF the HOME assistance would provide a duplicative subsidy (see 'Prohibition Against Duplicative Rental Assistance' above for more details).

Under certain circumstances, THS may approve an exception allowing the participant to self-select a unit owned by THS or other participating agency. (See 'Rental Units Owned by Agency Participating in the Continuum' above for more details.)

Tenant selected units must meet housing quality standards, and therefore require each unit to have a separate kitchen and a bathroom. Therefore, SRO's are NOT acceptable on the TBRA program. An efficiency apartment or studio, which has a kitchen and separate bathroom, is acceptable.

The intent of TBRA funds is meant to temporarily assist families and individuals obtain affordable housing and promote self-sufficiency, however, not to make mortgage payments. Therefore, rent-to-own leases, in which monthly rental assistance payment are used as mortgage payment, are not permissible.

Landlords cannot be related to the participant or any other member of the household. This includes parent, grandparent, aunt, uncle or blood relative. Exceptions to this rule may be granted on a case-by-case basis where the tenant has very special housing needs and the only way to accommodate these needs is through a family member or relative providing the rental unit. This process must be fully disclosed to the THS TBRA Program Manager for review and approval. The applicant must present the request in writing explaining the situation.

#### **43. Termination of Rental Assistance**

Assistance may be terminated if:

- a. The participant no longer qualifies, based on income eligibility, for assistance at annual

re- certification or during an interim re-certification.

- b. The household assistance contract expires. Continuation of rental assistance can be considered on an individual basis provided THS is currently operating a TBRA program and has funding to continue rental assistance.
- c. THS determines that TBRA assistance has been obtained fraudulently.
- d. The household has been evicted for cause and THS determines that participant or a member of their household has violated the Family Obligations and there is no means to rectify the situation for continuation of the TBRA program.
- e. The unit fails to meet HQS due to discontinuation of utility service or HQS compliance issues related to the tenant damage or housekeeping issues.
- f. Failure to comply with treatment program that impacts participant's ability to maintain terms of lease and/or TBRA HPPP Family Obligations.
- g. Failure to report a change in household composition or allowing a person(s) to reside in the rental unit for an extended period of time that violate the terms of the lease or Family Obligations.
- h. For participants with past domestic violence history, allowing the abuser to reside in the unit.
- i. Conviction of drug related offenses at or away from TBRA rental unit.

#### **44. Eviction**

A Landlord may evict a Participant household from the contracted unit only by instituting a court action. The Landlord must notify THS in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the Participant pursuant to state or local law. The notice to the THS may be given by furnishing THS with a copy of the notice that was sent to the household.

*Eviction does not always equal termination of rental assistance.*

Final termination of rental assistance may only be approved by THS TBRA HPP Program Manager.

The participant has the right to appeal the decision. Refer to Due Process section of this document.

#### **45. Due Process**

THS is always willing to work with program participants who are experiencing problems that threaten to disrupt their housing stability. Participants are expected to observe and abide by all the rules of the TBRA program; when a participant or a member of the

participants household violates one or more of these rules, THS has two levels of review it can apply, depending on the situation.

**a. HUD Requirement for Due Process**

HUD regulations at 24 CFR section 582.320(b) requires THS give “due process” to any participant whose rental assistance has been terminated because of program rule violations. Due process must consist of, at a minimum, the following steps:

- i. Written notice to the participant containing a clear statement of the reason for termination,
- ii. A review of the decision, in which the participant is given the opportunity to present written or oral objection before a person other than the person (or a subordinate of the person) who made or approved the termination decision; and
- iii. A written notice of the final decision will be provided to the participant within five (5) business days.

**b. Formal Hearings**

Based on the above, THS has a procedure whereby a participant whose rental assistance has been terminated can appeal the termination. The following steps are required to initiate and conduct the Appeal.

- i. The participant must submit a written request to THS TBRA HPP Program Manager requesting an Appeal of the household’s termination from assistance. Normally, the participant responds by filling out a form that is attached to or is a part of the letter sent informing the participant of the termination.
- ii. On receiving a written request for an Appeal, THS schedules the Appeal. Attendance by the THS staff person responsible for initiating the termination is mandatory. THS invites all other relevant persons, who may include the landlord and any other persons who have first-hand knowledge or documentation of the issues involved – witnesses - to this meeting. The participant may be represented by legal counsel at his or her own expense and may bring up to two additional persons to act as witnesses.
- iii. HUD regulation requires that an impartial person preside over the Appeal. An impartial person is someone who is unfamiliar with the Participant and has no prior knowledge of the issues that lead to the termination and has no personal interest in seeing the Appeal resolved one way to another. THS has an assigned person that is the Hearing Officer for all housing programs. In the absence of the Hearing Officer, THS Director will appoint someone or will preside over the Appeal.
- iv. The Hearing Officer or the THS appointed representative will preside over the

Appeal by examining all written and electronic documentation, hearing the testimony of all witnesses, and making the final decision on the Appeal. The role of the THS staff person processing the rental assistance is to facilitate the presentation of evidence and to show how he or she determined that termination was the appropriate action. The THS staff person will provide an agenda for the Appeal and make copies of relevant documents and provide access to relevant electronic records to everyone present at the Appeal meeting. Witnesses present will be called upon by the person presiding.

- v. The presiding person should attempt to render a decision while the participant is still in attendance. If this isn't feasible, the decision must be issued within five (5) business days, with a letter sent by THS to the participant documenting the Appeal decision. The Appeal decision is final.

### **c. Informal Hearings**

- i. An informal hearing may be arranged when a participant is experiencing problems relating to their rental unit, support services or outside causes. Such a hearing is an informal meeting designed to clarify program rules and expected behavior, to provide information the participant and/or case manager may need to present in order to bring a participant into Program compliance, and to generally assist the participant in dealing effectively with any issues that may endanger his or her rental assistance. It may consist of a very informal and brief meeting with the program participant, or a meeting involving interested parties to discuss issues that immediately threaten the participant ability to continue in the program.
- ii. An informal hearing can be requested by THS staff, the program participant, or the landlord. Any party may attend such a hearing by teleconference – other than the participant - if they are unable to attend in person. If multiple interested parties need to attend, THS staff is responsible for ensuring all interested parties are invited to the meeting.
- iii. No formal agenda or format is required in an informal hearing. The hearing consists of informal discussion and resolution among the parties present.
- iv. Informal hearings are conducted by a THS staff person, either in person or by telephone. At a minimum, participants should include the program participant and any other THS staff that have been involved in processing the rental assistance. Other interested parties may be included at the discretion of the THS staff and may include the landlord or property manager and any other individuals involved as deemed appropriate by the THS staff. The participant may have legal counsel present at their own expense and may bring up to two additional representatives or advocates.
- v. All parties involved have access to all relevant written and electronic documents

The participant may examine any THS documents directly relevant to the situation and will be given copies upon request. THS staff and the participant may both present evidence and question witnesses who are present. All information presented shall be considered.

- vi. THS staff is responsible for documenting the results of an informal hearing and for notifying all parties subsequently if the situation persists and warrants a formal hearing. All such documents must be kept in the participant's program file.
- vii. While many informal hearings are informational in nature, depending on the issues involved and their severity, some require further action in the form of a decision by THS on future actions to be taken. If a decision is required to be made on a participant's continuation in the program, THS staff will make the decision no later than five (5) business days after the hearing, and a written decision will be issued by THS staff in consultation with the THS TBRA HPP Program Manager. If feasible, the decision should be given to all participants in the hearing that same day. Documentation of the hearing must state the reasons for the hearing and the decision. Factual determinations relating to the individual circumstances of the participant shall be based on a preponderance of the evidence presented at the hearing.
- viii. The THS TBRA Program Manager has the final say with respect to the outcome of the informal hearing.

**d. Termination from Assistance Without Hearing or Due Process**

Some actions by program participants may result in automatic termination from assistance without the need for a hearing or due process. Generally, these situations involve the participant's absence from the assisted unit, either because of long-term incarceration or because the participant has abandoned the unit voluntarily without giving notice to THS staff. In such cases, once the situation has been documented by THS, housing assistance will terminate automatically. However, each case will be reviewed carefully prior to automatic termination, as absence from the unit could be due to domestic violence or continued unforeseen domestic violence or any other cases as defined under VAWA.

In the absence of a 30-day notice to the landlord of the participant's departure, a final month's rent will generally be paid to the landlord.

**46. Participant Moves**

Participant may move to a different rental unit within City of Tempe at the end of their lease. Participants must notify THS 60 days in advance of their lease expiration of their

intention to move. TBRA HPP rental assistance cannot be transferred to any other jurisdiction.

THS will only pay one security deposit, so the participant is responsible to paying the security deposit at the new rental unit. If the landlord is refunding all or part of the security deposit from the prior rental unit, these funds can be used for the security deposit at the new rental unit.

THS will only approve a tenant moving to a new rental unit if they are in good standing with their current landlord. The participant must abide by the terms of the lease related to moving from the unit including returning the rental unit to its move-in condition.

THS may discontinue rental assistance at the new rental unit if a participant fails to return the keys, damages the rental unit or leaves personal property or fails to clean the rental unit to move-in condition.

Tenants are encouraged to stay in their rental units until the lease expires. If the tenant wants to move prior to the lease expiration and there is no good cause for the move, THS will require that the landlord issue a release or a “Mutual” recession from the current lease with no legal damages or penalties assessed to the tenant. Once THS receives this documentation it will issue a new landlord packet to the tenant so they can look for a new rental unit.

THS may approve a tenant breaking their lease if the landlord is not maintaining the property, violating Fair Housing laws, discriminating against the tenant or a member of the household, charging the tenant for utilities or rent in a side agreement, or other good cause. THS also may approve a tenant breaking their lease if they are the victim of domestic violence, sexual assault, dating violence, stalking or any form of battery or extreme cruelty and or receiving threats from neighbors. In all these cases THS will review the matter and hold a meeting of all parties and then decide how to proceed. If all parties decide that it is in the best interest of the household to relocate, then THS will issue the tenant a new landlord packet and TBRA HPP Certificate, to secure a new rental unit.

If a household has to relocate because of no fault of their own, then THS will pay for a new security deposit and utility deposits at a new rental unit.

#### **47. Program Monitoring and Evaluation**

THS will conduct periodic and annual examination of the HOME TBRA HPP program to ensure program compliance of policies and procedures and to ensure compliance with HOME regulations. THS’s Manager will conduct compliance monitoring and will issue reports and finding to the Director.

THS compliance monitoring reviews will be focused in the following areas;

**a. Compliance with the policies set forth in this document, including but not limited to:**

- i. Accuracy of rent calculations
- ii. Organization of participants file and timing of annual recertification
- iii. Documentation and accuracy of calculating household income and income derived from assets
- iv. Accuracy of THS billings to HOME
- v. Accuracy of utility reimbursement payment and utility deposits
- vi. Accuracy of IDIS entries
- vii. Accuracy of rent payment to landlords

**b. Compliance related to Landlord Documentation**

- i. HQS per Chapter 8 of the Housing Choice Voucher Program Administrative Plan
- ii. Quality control HQS inspections as outlined in Chapter 8 of the Housing Choice Voucher Program Administrative Plan
- iii. Soundness of Rent Reasonableness surveys

**c. Compliance with local, state, and federal, fair housing laws and ordinances.**

- i. Investigate complaints against landlord related to discrimination, and violations of Fair Housing regulations

**48. Live-In Aid Requirements**

THS has adopted the following guidelines related to live-in aides.

**a. Definition of Live-in Aide: HUD 24 CFR 5.403**

A person who resides with one or more elderly persons or nearly-elderly persons or persons with disabilities and who:

- i. Is determined to be essential to the care and well-being of the person(s);
- ii. Is not obligated for the support of the person(s); and
- iii. Would not be living in the unit except to provide the necessary supportive services.

**b. Essential Care**

A medical doctor, psychiatrist, or a non-medical agency that provides services to people with disabilities, such as a Center for Independent Living will have to provide written documentation to THS that the TBRA participant needs the services of a live-in aide. The recommendations should be from a professional that is familiar with the participant and have direct medical or professional experience in the areas related to the participant's disability.

The written documentation can be on official letterhead from the medical professional or agency making the recommendation. A third party verification form can also be utilized. The documentation needs to be dated within 60 days from the date that the services of the live-in aide will be required. The documentation should also give full contact information if THS has questions concerning the recommendations.

**c. Relatives as Live-In Aides**

A person that was or is a member of the participant's household does not qualify as a live-in aide. If the participant wants to engage the services of a relative, THS requires that the participant certify that need.

If a participant has a family member or member of the participant's current household that wishes to provide services for the TBRA HPP participant and the family member does not meet the live-in aide requirements outlined above, this family member can be part of the household, but their income will be counted as part of the household income.

**49. Ongoing Program Administration**

**a. Annual Housing Quality Standards (HQS) Unit Inspections**

All units assisted with TBRA HPP funds must meet HQS as outlined in Chapter 8 of the Housing Choice Voucher Program Administrative Plan.

**b. Interim Eligibility Determinations**

Participants are advised to notify the THS of all changes in income and family composition. If this occurs, the following procedures apply:

- i. Increase in Family Income: The participant must report any increases in household income of \$50 or more per month. Also, the family must report if there is an increase due to the addition of an approved new family member with income. Increases in household income greater than or equal to \$200 per month will be adjusted to allow the participant



at least 30 days notice of new rental portion. Increases of less than \$200 per month will be adjusted at the next annual re-certification.

- ii. Decreases in Family Income: The participant must report all decreases in household income as soon as it occurs. THS will initiate an interim recertification to adjust the rent calculation. The decrease in tenant payment and subsequent increase in assistance payment must take effect the first month following verification of the decrease. Both the owner and participant will be notified in writing of the change in the payment structure.

**c. Annual Eligibility Determinations**

Each household's eligibility to participate in the program and its share of the rent must be verified annually. The re-examination process should begin 90-120 days in advance of the household's one-year anniversary date to assure that the process is completed on time and that adequate notice is given to both the owner and tenant of changes in the household's eligibility or share of the rent. Tenants will be given at least 30 days' notice of any changes in the monthly tenant payment.

**d. Moves and Termination of Tenancy**

All participants are encouraged to stay in their rental unit for the term of their lease. THS will not approve a move to a new rental unit during the period of the initial lease period unless the current landlord is willing to release or sign a "Mutual" termination, with the participant from their lease and all further financial obligations related to the remaining period of the lease. THS requires that this release needs to be in writing signed by the owner or a duly approved representative of the owner.

**e. Updating Policies and Procedures**

Key operating procedures will be reviewed at least annually to determine if revisions are necessary. At a minimum, THS, will assess the appropriateness of the Payment Standard and Utility Allowance schedule and make changes as needed.

**f. Monitoring Performance**

THS will monitor ongoing progress and implementation of the program to assure that the regulatory and statutory requirements are met, and to assess program outcomes. Some key performance indicators that will be considered are identified below:

- i. Budget vs. Actual Spending: Since the initial estimate of funding is based upon estimates, close monitoring of actual expenditures is essential. If participating households have incomes that are lower than expected, the number of families assisted may need to be reduced.

- ii. **On Time Payments:** One of the THS’s most important functions is making sure that rent checks are distributed on schedule because late checks can reduce the credibility of the program with owners willing to rent to those receiving TBRA HPP assistance.
- iii. **Outreach and Success Rates:** THS will analyze participant success rates and make use of the results to determine if aspects of program design should be changed to improve the success rate.
- iv. **Administrative Efficiency:** THS will review the length of time that various aspects of the TBRA HPP program take, including the time between initial application and Certificate issuance, and between Certificate 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. For example, if the time between Certificate issuance and lease-up is lengthy, it could be attributable to slow HQS monitoring procedures, poor communication with property owners, or slow paperwork processing, all of which are within the program administrator’s control.
- v. **Turnover:** Turnover rates alone will reveal little. High turnover could indicate at one extreme that owners are quitting the program out of frustration and the family subsequently leaves the program. At the other extreme, it may be that families are becoming self-sufficient. THS will examine the reasons for turnover in the program.

**50. Family Breakup—Divorce or Death**

- a. **When a Participant’s household breaks up:** the rental assistance remains with the eligible Participant
- b. **If the Participant member of the household dies:** any remaining members of the household can continue to receive assistance for two full calendar months following the death of the eligible family member given that there is at least one adult family member remaining in the household. After that, the remaining household members will no longer be eligible to receive the TBRA HPP assistance.

**51. Absence From the Unit**

Participants may be absent from their units for up to 90 days for medical related care or treatment and continue to receive rental assistance. This is with the understanding and agreement of the participant that the tenant share of the rent is being paid according to the lease provisions and that no other person is allowed to stay in the unit (other than approved household members listed on the lease) without the approval of the landlord and THS.

Participants may be absent from their rental unit for up to 30 days during a 12-month period for vacation or to visit out of town relatives or friends. The TBRA HPP rental unit is intended to be your primary residence and extended absences may put the participant’s

rental assistance in jeopardy. If the participant head-of- household or co-head of household plan on being away from your rental unit for over 14 consecutive days, they must notify the THS TBRA HPP office.

The sole exception to this allowance is incarceration, which causes the TBRA HPP rental assistance to terminate automatically. Such terminations are evaluated on a case-by-case basis; very brief stays in jail for minor infractions will not be considered incarceration and will not result in immediate termination. Incarceration is defined as a jail sentence of more than 30 consecutive days.

Participants are required to notify THS if they plan to be absent from their unit for longer than 30 days. The participant must also abide by the terms of the lease related to absence from the unit.

## **52. Guests and Visitors to the Unit**

Participants are permitted and encouraged to have guests and visitors at their unit. Participants are responsible for their guests or visitors while they are on the property and at their unit. Any problems that guests or visitors have while they are at the participant's unit or on the property will become the participant's problem.

Guests and visitors are permitted to stay overnight, but no more than 14 days in a 12 month period. If guest stays beyond this period, the participant will be in violation of the THS Family Obligations. Individuals can be added to the household but the participant's case manager will have to review the situation and make a recommendation to THS stating that adding this person to the participant's household will be beneficial to the program participant and the other members of the household. THS will make the final decision on adding a person(s) to the household. THS will conduct a full screening which will include criminal background checks and income verification of any person the participant wishes to add to the household. Occupancy requirements of the current unit will be taken into account, as to not cause an "over-crowding situation. Landlord authorization is also required prior to adding the new household member