

**MIAMI-DADE CoC  
PERMANENT SUPPORTIVE HOUSING (PSH)  
TENANT-BASED RENTAL ASSISTANCE (TBRA PSH) PROGRAM**

**TABLE OF CONTENTS**

<u>Part One</u> PSH Tenant-Based Rental Assistance in General	2
<u>Part Two</u> Principles and Practices for PSH TBRA Program Delivery	5
<u>Part Three</u> Coordinated Entry, Housing Navigation and RentConnect	10
<u>Part Four</u> Initial, Annual and Interim Certifications	14
<u>Part Five</u> Documentation Readiness, Eligibility Verification and Income Certification	22
<u>Part Six</u> Housing Search and Standards	39
<u>Part Seven</u> Landlord Application, Trust Approval and Lease-Up	49
<u>Part Eight</u> Participant, Landlord and Housing Stability Staff Responsibilities	56
<u>Part Nine</u> Denial or Termination of PSH Assistance, Program Violations and Grievance Process	61
<u>Part Ten</u> Equal Opportunity, Fair Housing, Confidentiality and VAWA	73

# Part One

## PSH Tenant-Based Rental Assistance in General

---

### I. Description of Program

The Miami-Dade County's Continuum of Care (CoC) Permanent Supportive Housing (PSH) Tenant-Based Rental Assistance (TBRA) program offers long-term rent subsidy similar to Section 8 Housing Choice Vouchers to homeless households with disability. Households may only access PSH TBRA through the Miami-Dade CoC's Coordinated Entry Process in accordance with the Miami-Dade CoC's Orders of Priority. These policies and procedures are limited to PSH TBRA.

The participant is responsible for paying 30% of their monthly adjusted income towards rent paid directly to the landlord. The PSH TBRA Program makes up the difference though monthly payments also made directly to the landlord.

PSH TBRA is based on a Housing First, low barrier model which helps people find permanent housing as quickly as possible. Furthermore, the participant's housing choice governs the housing search and selection of a housing unit, subject to program limitations governing unit size, housing quality standards and maximum allowable rent.

PSH monthly rental assistance is married to housing navigation and stability services to: (a) assist participants to find suitable and appropriate housing; (b) provide them with the support necessary to ensure they meet their tenant obligations to remain permanently housed; (c) assist them in gaining access to mainstream community-based resources as may be necessary to meet their social-economic and health needs and promote their housing stability (Housing Navigation and Stability Services).

PSH provides long-term housing with indefinite term of stay as long as the program participant complies with the terms of the lease. Participants may not be required to participate in disability-related services, however, a PSH program may require participation in supportive services through participant-centered case management planning to assist them in maintaining tenancy (see **Parts II** and **VII** below).

### II. Administration of PSH TBRA

- **Miami-Dade County**

The Miami-Dade County Homeless Trust, lead agency of the CoC, is the grantee of Shelter Plus Care Legacy and HEARTH ACT rental assistance funds and is responsible for direct payment of rent assistance to participating landlords with the exception of certain projects that are HUD SHP Program conversions to Rental Assistance under the HEARTH Act and directly responsible for landlord payment ("Direct Payment RA Program").

Miami-Dade County Public Housing and Community Development (PHCD) conducts housing quality standard inspections prior to approval of a housing unit for rental subsidy

regardless of funding source and thereafter as required by federal regulation and the policies and procedures herein.

- **Sub-Grantee Housing Providers**

The Homeless Trust enters into Sub-Grantee Agreements with housing agencies, who provide the Homeless Trust and PHCD with support necessary to administer and deliver tenant-based rental assistance with supportive services (PSH Providers). PSH Providers conduct initial and re-certification of program eligibility, determination of participant's share of the rent, participant program compliance and recommendation for termination of such assistance. In addition, the PSH Providers deliver the Housing Navigation and Stability Services described above.

### **III. Purpose and Applicability of These Policies and Procedures**

The purpose of the policies and procedures contained herein (PSH TBRA Manual or Manual) is to ensure uniformity of CoC's PSH rental assistance and housing navigation and stability services delivery to meet the following objectives:

- The Miami-Dade County Trust as grantee of CoC rental assistance funds has the obligation to ensure that the use of the rent assistance funds under the HEARTH Act comply with federal regulations.
- Participants must experience uniform and fair administration of their program assistance regardless of the sub-grantee who is supporting the Trust's program delivery.
- Recruitment and retention of landlords is dependent upon a uniform, positive and business-like experience with the Trust's rental assistance programs.

The policies and procedure set forth in this Manual govern the administration of CoC tenant based rental assistance. All sub-grantees who are under agreement with the Homeless Trust to support delivery of such assistance agree to comply with the PSH TBRA Manual.

### **IV. PSH Rental Assistance Objectives and Performance Outcomes**

The objective is keep PSH participants permanently housed without re-entry to the CoC due to homelessness.

- **Participant Outcomes**

- Maintains housing
- Increases income
- Network of supports is in place and working.
- Less emergency interventions: ER visits, hospitalization, incarceration, removal of children
- Structure and purpose in each person's life

To remain permanently housed, the participant must meet the obligations of their lease, which include:

- Pay rent on time.
- Maintain the unit in good condition.
- Be a good neighbor and not cause disturbances.

- **Program Performance Outcomes**

While not an obligation of the lease, but in line with U.S. HUD System Performance Measures, PSH Providers are responsible for working with participants to increase or maintain income to the extent of their capability/capacity/skills. Consistent with Housing First principles, income or lack thereof, should not preclude an individual from receiving Tenant Based Rental Assistance or remaining in TBRA.

Positive Outcomes:

- Successful placement into other Permanent Housing or retention of existing PSH.
- Employment and income growth for participants.

Negative Outcome:

- Extent to which persons who exit homelessness to PSH do not maintain permanent housing and return to homelessness within 6-12 months or within 2 years

## **V. Applicable Standards of Care and Policies**

The following CoC Standards of Care and Policies, as may be amended from time to time, apply to the PSH RA Program and must be complied with by all housing agencies delivering PSH services (incorporated by reference to this Manual). These Standards and Policies are incorporated into this Manual by reference and should a conflict between this Manual and any of the Standards or Policies and Procedures arise, the provisions of the Standards or Policies and Procedures below shall take precedent.

- A.** Housing First Standards of Care
- B.** Permanent Supportive Housing Standards of Care
- C.** Orders of Priority
- D.** Coordinated Entry Policies and Procedures

## Part Two

# Principles and Practices for PSH TBRA Program Delivery

---

### I. Housing Program Approach: Housing First, Participant-Driven and Trauma-Informed

The following philosophies, principles and best practices shall govern PSH RA Program delivery.

#### A. Screen In/Not Out

Applicant screening criteria for CoC-funded PSH cannot restrict admission based on a positive drug or alcohol screen, non-violent criminal history, and poor credit history. At a minimum, applicants cannot be denied admission for the following reasons:

- Eviction for non-payment of rent.
- Collections for utilities or rents.
- Criminal history except for felonies and misdemeanors for violent crimes against persons.
- Non-employment for less than three months.
- Current alcohol use (unless Sober Living PSH Program).

#### B. Harm Reduction Model

This is a homeless housing model. The Harm Reduction philosophy prioritizes housing stability among persons who have experienced homelessness and who may be facing disabilities. Although recovery from mental health and substance abuse disorders is always the goal, harm reduction acknowledges that persons may be at different places along the continuum of behavior change. Services are informed by a harm reduction philosophy that recognizes that drug and alcohol use and addiction are a part of tenants' lives, where tenants are engaged in non-judgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices.

Harm reduction focuses on meeting tenants where they are at and assisting them to set and achieve goals for themselves. In this process a trusting relationship is established with the housing provider. This relationship has been proven to be a key to many individual change processes. Services focus on helping tenants stay housed by assisting with the management of problems that interfere with their ability to meet the obligations of tenancy, such as paying rent. Tenants are also encouraged to explore obstacles toward their goals in an open and non-judgmental atmosphere where they can contemplate costs and benefits of receiving services addressing their special needs, so that staff does not alienate tenants or cause them to begin hiding their drug use, psychiatric symptoms, etc. Like any other tenant, tenants receiving services using this philosophy must still pay rent and comply with the terms of their lease.

### **C. Housing First Model**

Housing First is a philosophy that homelessness can be most efficiently ended by providing someone with access to safe, decent and affordable housing. Although an individual experiencing homelessness may benefit from supportive services such as mental health or substance abuse counseling, participation in these services is not a prerequisite to access housing or a condition of maintaining it. In fact, the stability provided by a housing unit facilitates the ability of a tenant to participate in these services. Research has shown that even when participation in services is not required as a condition of tenancy in supportive housing, tenants still participate at high rates.

The Housing First philosophy focuses on simplifying the process of accessing housing through streamlining the application process and removing unnecessary documentation or site visits. It also ensures that supportive housing tenants are not subject to conditions of tenancy that exceed the normal conditions under which any leaseholder would be subject, including participation in treatment or other services. Research has demonstrated that this approach is effective in promoting housing stability, particularly among people who have been homeless for long periods of time and have serious psychiatric disabilities, substance use disorders and/or other disabilities.

### **D. Trauma-Informed Service Provision**

Trauma-Informed service provision takes into account knowledge about trauma — its impact, interpersonal dynamic, and paths to recovery — and incorporates this knowledge into all aspects of service delivery.

Trauma Informed Service provision:

- Integrates an understanding of trauma, substance abuse and mental illness throughout the program.
- Reviews service policies and procedures to ensure prevention of retraumatization.
- Involves consumers in designing/evaluating services.
- Sees trauma as a defining and organizing experience that can shape survivors' sense of self and others.
- Creates a collaborative relationship between providers and consumers, and place priority on consumer safety, choice and control.
- Focuses on empowerment and emphasize strengths.

### **E. Strength-Based Participant-Centered**

Strength-based participant-centered case management and housing stability support includes strategies to identify and build on participants' strengths and goals rather than focusing primarily on their problem areas. Staff, in partnership with participants, tap into participants' motivation and identify participants' skills and capacities, existing resources, challenges, and the supports they need to meet their short- and long-term goals. This approach also recognizes the importance of drawing from the strengths of an individual's family and community when developing a plan.

Strengths-based approaches employ a holistic approach to working with participants, recognizing their intrinsic value, and working with the individual's strengths and capacities in addition to his/her unmet needs. When employed together, participant-centered case management and strength-based approaches aim to reduce stigmatization and

marginalization experienced by participants by promoting their self-worth and value, and targeting the spectrum of challenges causing conflict in their lives rather than focusing exclusively on individual problems.

## **F. Motivational Interviewing**

Motivational Interviewing (MI) is defined as a participant-centered, directive method for enhancing intrinsic motivation to change by exploring and resolving ambivalence. This approach contrasts to approaches that would directly inform the participant that the person has a problem and needs to change; offers direct advice or prescribes solutions to the problem without the person's permission or without actively encouraging the person to make his or her own choices; uses an authoritative/expert stance leaving the participant in a passive role; and/or imposes a diagnostic label.

## **G. Evidenced Based Practice Case Management Models**

The practice of CTI is recommended for the delivery of housing navigation, placement and stabilization. See **Attachment A** for discussion of CTI in detail.

Targeted case management (TCM) is any direct assistance to adult and children consumers of the behavioral health system, including problem resolution, advocacy and referral to other appropriate services. TCM is client centered, consumers participate in the development of their service plan and certify the final plan.

Assertive community treatment (ACT) takes case management and treatment a step farther, combining the interdisciplinary fields that deal with mental illness and substance abuse, ACT helps a person outside the hospital or rehabilitation center. This approach can be ideal for those with severe mental illness and addiction, or for those who have not typically responded well to outpatient therapy.

## **II. Transition Out of PSH – Moving Up**

### **A. Moving Up Planning and Transition Out of PSH**

Over time, PSH households may no longer need or desire supportive housing. It is solely the choice of the household to move from PSH to non-PSH. Moving up from PSH should happen when the participant is ready. Households who do decide to leave their PSH program must be assisted with moving up planning to ensure a smooth transition to independent housing.

#### **1. Independence from PSH**

Housing specialists or case managers should listen for/pay attention to cues that a participant may be ready to move out of PSH. The participant may express motivation to become independent without directly declaring a decision to move on. At such time, the Housing Specialist or case manager should engage the participant in exploring whether they desire and/or are ready to become independent.

The decision to leave PSH must be voluntary and is solely the decision of the participant.

## 2. Assessing Moving Up Readiness

The participant should be assessed to determine whether they are ready for independence from PSH utilizing the CoC's Move Up Application's Assessment (see **Appendix A**). Assessing readiness is driven by four factors:

- Has the participant been stably housed for 36 months and made his/her rent payments on time for the past 12 months?
- Have there been any concerns regarding the participant in terms of failure to properly maintain or clean the unit, having unauthorized persons reside in the unit, or interfering with other residents quiet enjoyment of the premises?
- Will the participant maintain their connection to medical or behavioral health without PSH?
- Can the participant afford rent through other sources of subsidized or market rate housing?

## 3. Moving Up Planning

A PSH provider must assist the participant with the transition to program independence through moving up planning.

- A moving up plan must be driven by the participant's own motivations to become independent of PSH and their long-term goals.
- The plan must identify action steps to ensure smooth transition to program independence. Some steps may include, but not limited to:
  - Increasing income to assume full responsibility for rent and other housing-related expenses.
  - Establishing a savings plan to absorb the cost of moving and settling into a new home (if they chose to move from their current rental housing unit).
  - Ensuring connection to community services and health-related care remain in place.
- The participant and PSH Program should reach out to the participant's care provider(s) to ensure that they are aware that the participant is making a major transition in their life and that they may require greater support during the transition.
- A rental assistance participant may want to continue to reside in their current unit, but now assume full responsibility for the rent. However, the PSH Provider should provide the participant with housing navigation services if the participant has decided to move to other rental housing.
- The location of a household's new home may impair their ability to access their current community resources and supports. The household should be assisted in making new connections to community resources and support that will be easily accessible to them.



- The PSH Provider may be expected to increase home visits and/or more frequent meetings, as necessary, to focus on implementation of the moving up plan.

## **B. PHA – HCV Moving Up Opportunity**

Under Memoranda of Agreement, public housing authorities located within Miami-Dade County have agreed to participate in a Move Up Strategy through their Housing Choice Voucher (HCV) Program. The PHA has adopted a HCV preference targeting persons living in permanent supportive housing (PSH) who have stable housing histories and no longer need the intensive support of PSH (“Move Up Preference”). The participating PHA may also have set aside a specific number of HCVs for households who are eligible under the preference. To be eligible for the Move Up Preference, PSH tenants will need to demonstrate health, income, and housing stability, as determined by a common assessment tool created for the PHA Move Up Strategy

1. All referrals to PHAs under the Move Up Preference will be made by the Homeless Trust Housing Coordinator. PSH agencies must submit to the Housing Coordinator a request for a Move Up Preference referral on behalf of their PSH participant.
2. Prior to making such request, PSH agencies are required to pre-screen their PSH participant using the Move Up common assessment tool to determine if the PSH participant is a good candidate for a successful transition from PSH to the HCV Program.
3. If their PSH participant is accepted for HCV assistance, the PSH Provider must assist the participant with completing HCV paperwork, Move Up planning and assistance including, but not limited to, housing navigation services as may be necessary to identify a HCV-suitable unit, support participants in establishing and acclimating to community-based services and support independent from the PSH Provider’s case management and other program support services. PSH Providers also will assist with owner conflict resolution for a period of time, together with the HT’s RentConnect Landlord Recruitment Director and/or his designee. The PSH Provider should anticipate that it will need to use their CTI skills and processes to ensure smooth transition to PSH to a HCV.

The PSH Provider will also be required to participate in monthly referral status update conference calls convened by the Homeless Trust and conduct follow-up reporting.

## **Part Three**

# **Coordinated Entry, Housing Navigation, RentConnect and Work Flow Process for Housing Placement**

---

### **A. PSH Access Through Coordinated Entry**

The Homeless Trust uses a Coordinated Entry process to:

- Assess the housing needs of all homeless individuals and families seeking help;
- Make referral to the appropriate housing assistance program; and
- Make an appropriate match between the household and available housing.

All homeless households seeking housing assistance must access the CoC through the Coordinated Entry process. In accordance with the Homeless Trust's Coordinated Entry and Orders of Priority policies, households in need of PSH are placed on a By-Name waiting list (BNL) for referral to the most appropriate PSH housing program. The Homeless Trust's Housing Coordinator administers the BNL and is responsible for making referrals from the list.

### **B. PSH Referral and Eligibility Determination**

#### **1. Document Requirements**

To accept a referral, the PSH Provider must only require the documentation listed on the CoC PSH Documentation Checklist for CoC PSH. In the event that an applicant is currently participating in a CoC street outreach, including specialized outreach, emergency or transitional housing program, safe haven or rapid re-housing (RRH) program providing bridge housing to PSH, such program will assist the applicant in securing required documentation and any basic application forms required by the PSH Provider. In all cases, the CoC PSH Program will also assist the applicant in securing documents and completing the application.

Weekly case conferencing will be used as a tool to staff cases with the longest periods of homelessness. Cases presented at case conferencing are assigned to specialized case management staff for assistance in securing documentation and housing navigation.

- Lack of documentation beyond those required in the documentation checklist shall not impede the housing referral, eligibility and placement process. The CoC Housing Coordinator may secure homeless verification documents;
- The Homeless Trust requires each participant to undergo tenancy readiness training conducted by the PSH Provider's staff. Tenant readiness training must include a review of the Core Obligations from section II. A. 3.

## **2. Housing Match, Referral and Eligibility**

When a scattered-site PSH rental assistance program reports an opportunity to accept a new applicant, the Trust's Housing Coordinator will review the BNL for the best match based on specific program's eligibility criteria and make one (1) household referrals to the PSH Provider within seven (7) one (1) working day.

Upon referral to a PSH Provider, the participant's eligibility as described in Part Four must be determined within two (2) working days of referral. If the household is eligible, housing navigation by RentConnect-certified staff will commence immediately.

## **C. Housing Navigation**

### **1. Objectives and Responsibilities of Housing Navigation**

The objectives of housing navigation are to (a) support the participant in quickly locating and moving into housing suitable and appropriate for them; (b) connect the household to community-based services and supports and (3) work with the household to build and/or strengthen decision-making, problem-solving and living skills necessary to being a successful tenant and stable household. CTI must govern delivery of housing navigation services, which shall be participant-driven and trauma-informed and based on Housing First and harm reduction philosophies and practices.

Housing navigation services are comprised of the following responsibilities:

- Assist the participant to develop criteria to govern their search for and selection of housing;
- Assist the participant in locating a suitable and appropriate unit to rent, including accompanying them to housing-related appointments until such time that they are permanently housed;
- Support the participant's development of a housing stability plan utilizing Pre-CTI and CTI methodology (see Part II of this Manual).
- Support the participant's preparation and submission of the tenant application;
- Assist with the lease up process, including serving as liaison between the landlord, PHCD and the Homeless Trust for HQS inspections, security deposit and rent payment start-up;
- Assist participant with their move into the unit; and
- Accompany the participant to appointments for benefits and services necessary to support their housing stability. Continue CTI to support the participant's adjustment to the unit, housing obligations and community supports, modifying the housing plan as may be necessary.

## **2. Housing Search**

### **a. Tenant-Choice**

Selection of a housing unit is based on applicant or prospective participant's choice.

### **b. 45-Day Limit to Housing Search and Move-In**

The prospective participant must select and move into an HQS-approved unit within 45 days of the date of the Housing First PSH Program's written approval of assistance unless extensions are granted by the PSH provider for good cause. Failure to do so, without approved extensions, will result in the withdrawal of the opportunity for TBRA and referral back to the CoC Housing Coordinator for alternative referral.

The number of units viewed and rejected by the prospective participant will not adversely impact such participant's prospective assistance or current assistance in the event of a request to move to another unit at the end of a lease term.

## **3. RentConnect Program for Housing Search**

Housing navigators must first utilize the RentConnect Program to assist the participant in their search for an appropriate, subsidy-eligible unit utilizing RentConnect's exclusive web-based listing tool.

The RentConnect Program recruits and signs up landlords who have agreed to (a) rent to CoC households; (b) reduce their screening criteria, lowering barriers to housing CoC participants; and (c) list their vacancies in the RentConnect listing tool. Registered landlords are provided access to a claim-based Mitigation Fund providing funds to cover tenant-caused damages beyond the security deposit and tenant contribution towards repairs.

The web-based listing tool is mobile-friendly and can be used in the field during housing search. Housing navigators must review landlord screening criteria to ensure that the participant can meet such criteria prior to filing an application. To expedite the application process, landlords provide the Homeless Trust with a copy of their tenant application package in advance, which is available to housing navigators.

## D. Work Flow for Housing Placement

Based on the following Work Flow for Housing Placement, the notice for rent start should occur within 38 working days from the date of referral (assuming the selected unit passes the initial HQS inspection). It also sets forth 18 working days by which to initiate rent once a unit is identified (assuming the unit passes the initial inspection).

Timeline for referral to PSH	Recommended
Provider notices HT of PSH TBRA vacancy/prospective vacancy.	1 working day
HT initiates one referral for PSH vacancy and issues referral to TBRA provider.	3 working days
Provider screens for eligibility and advises HT of referral disposition. If denied and grievance filed, the remainder of process is stayed until the grievance is resolved.	7 working days
Housing Navigator identifies housing that complies with HQS	5-15 working days
Provider completes RA package for HT approval*	2 working days
HT reviews package, and if approved, inspection is ordered*	1 working days
Inspection is performed after requested by Trust Staff*	7 working days (per PHCD)
Inspection passed, Trust staff completes Move-in authorization*	2 working days
Provider submits executed lease to HT staff*	2 working days
HT approves packet (with lease) processed and enter into the Miami-Dade County elite system*	3 working days
Total # of Working Days	33-43

\*Direct Payment RA Programs are not required to submit certification packages to the Trust for approval. Such packages must be maintain in the participant's file and are subject to Trust audit. The Direct Payment RA Programs perform their own HQS inspections in accordance with this Manual and are responsible for issuing Move In Authorizations to their program participants. The Direct Payment RA Programs are not required to submit leases to the Trust. The Direct Payment RA Programs make payments directly to landlords participating in their program.

## Part Four

# Initial, Annual and Interim Certifications

### A. In General:

PSH TBRA is limited to homeless households headed by a person with disability(ies). Households may only access PSH TBRA through the Miami-Dade CoC's Coordinated Entry Process in accordance with the Miami-Dade CoC's Orders of Priority. Program participation is not subject to household income limitations. Head of household must have citizenship or lawful immigration status. Participants must contribute 30% of their monthly adjusted income toward rent.

To ensure regulatory compliance with program eligibility requirements, program applicants must undergo an initial eligibility determination and participants must be re-certified annually within twelve months of the prior certification. Families are also subject to interim re-certifications in response to changes in family composition and/or change in income. The household's adjusted monthly income determines the participant's share of the rent (see **Part 5** for rent calculation processes) and may require adjustment following annual and interim certifications.

In addition to timely certifications, housing search and move-ins must occur within the time permitted under the Program's move-in procedures. Such housing search and moves must be coordinated with certifications.

### B. Eligibility Determinations and Income Certifications

#### 1. Program Eligibility Determination and Initial Income Certification

At the time that an applicant is called from the RA Program waitlist, the applicant must undergo an initial certification to determine whether the applicant meets the Program's eligibility criteria on the basis of homeless status, order of priority, disability status, and legal status.

During certification, all household income sources and amounts must be documented and a determination of the household's monthly-adjusted household income must be made. The household's share of the rent is calculated based on such income determination. Collectively, this process is referred to as an "income certification."

#### 2. Annual Re-Certification

Participants must undergo an annual re-certification to perform an income certification and make adjustments to the participant's contribution toward the rental payment based on any changes in income. Annual re-certification shall coincide with annual HQS and lease renewal (or move to a new unit at lease end) process and commence ninety (90) days before lease term expiration (housing inspection must commence 120 days before lease expiration).

### **3. Interim Certification**

Interim Re-Certification must be conducted whenever there is an increase in household income as described below. A participant may also request an interim recertification in the event of a decrease in household income as further described below.

#### **a. Decrease in Family Income**

If the participant's household experiences a decrease in income that will be for a period longer than thirty (30) calendar days, the participant may request an interim recertification. Child Support non-payment will be considered for an Interim recertification if the participant shows court document or proof of non-payment for a period of at least 3 months. Rent will not be adjusted as a result of a participant household's income decreasing because of a reduction in Temporary Assistance to Needy Families (TANF) due to sanctioning by the welfare agency, State of Florida Department of Children and Families.

Decreases in rent will be made effective on the first day of the month following the month in which the interim recertification is reviewed and approved by the Trust.

## **C. Certification Notices and Attendance**

### **1. Notice of Certification Appointment**

An applicant or participant, as the case may be, shall be sent a written notice of a certification appointment to the applicant at the Provider address on file or hand-delivered by the OAP street team and, if participant, at their home address, which must be scheduled to take place no later than seven (7) calendar days from the date of referral date in the case of an applicant and fifteen (15) calendar days in the case of participants. The Housing Specialist shall include a copy of HUD Form 1141 ("Is Fraud Worth It?").

#### **a. Participant Re-Scheduling**

Upon receipt of the Notice, the applicant or participant may request that the appointment be rescheduled. However, the new appointment date must be set within the next seven calendar days and may not be rescheduled a third time except for extenuating circumstances.

#### **b. Home-Based Certifications**

An in-home certification may be more appropriate for a participant due to their health status (temporary or permanent) or disability. A Housing Specialist should use their best judgment in providing an in-home certification to best assist the participant to maintain their PSH. A participant may always request an in-home certification as an accommodation under the ADA.

### **2. Failure to Appear**

#### **a. Waitlist Applicant Failure to Appear**

##### **i. Contact Attempts Required**

In the event that a person who is listed on the By-Name List (BNL) for PSH placement fails to appear at the scheduled intake appointment, a certified letter is to be sent to the applicant at the Provider address on file or hand-delivered the OAP street team the applicant within two (2) business days the missed appointment, noting: (a) the applicant's failure to attend or reschedule the appointment; (b) setting a new appointment for seven (7) calendar days from the date of the letter; (c) and providing notice that failure to attend the re-scheduled appointment will result in the rejection of the applicant's referral although the applicant will remain on the BNL.

If the applicant has been placed on the Case Conference list, the applicant's failure to appear will be reviewed by the Case Conference members and next steps identified to locate the applicant and proceed with PSH placement.

The Housing Specialist must also make the following effort to contact the participant: (a) at least two phone contact attempts to reach the applicant at the number(s) provided by the applicant; (b) two phone contact to a CoC Case Manager or Housing Specialist who may be currently serving the applicant; (c) a phone call to any known "Emergency Contact", until applicant contact is accomplished or above methods of contact are exhausted, whichever occurs first.

## **ii. Recommendation to Deem Applicant Ineligible**

In the event an applicant fails to keep a second appointment or reschedule the appointment, the Provider will deliver a Denial of Assistance by certified mail to the applicant at the Provider address on file or hand-delivered by the OAP street team. A copy of the Notice must be submitted to the Trust.

The Denial Notice must state that (a) the applicant failed to respond to two written notices of an intake appointment and all other attempts to contact the applicant; (b) determination to reject referral has been made, which will become effective; on the tenth (10<sup>th</sup>) business day following the date of the notice; (c) they may appeal the termination decision within ten business days of the date of the notice; and (d) other information as required under **Part 9**.

If the applicant files a timely appeal, the Denial process is placed on hold until the grievance process is completed. If the applicant does not file an appeal within ten business days from the date of notice, Denial and removal from the waitlist will become final.

## **b. Program Participant Failure to Appear**

- i. If the participant does not appear at the recertification appointment and no request to reschedule was made by the participant in advance, the Provider must:
  - a. Send a certified letter to the participant using their home address on the day of the missed appointment noting the participant's failure to attend the appointment or reschedule the appointment; setting a new appointment fifteen (15) calendar days from the date of the letter and providing notice that



assistance will be subject to termination if the participant fails to meet with the Housing Specialist.

- b. Conduct a diligent search for the participant within the next fifteen (15) calendar days, employing the following methods to contact and locate the participant prior to recommending a termination of assistance for failure to appear. All contact attempts must be documented in the participant file.
  1. Two phone contact attempts;
  2. Contact the participant's case manager or behavioral health case manager to assist in locating the participant;
  3. Conduct a home visit.
  4. Phone contact attempts to person(s) named for emergency contact.
- ii. If the participant does not contact the provider within fifteen (15) calendar days of the second written notice of pending recertification, termination of TBRA shall be initiated according to the procedures described for "Failure to Appear" in **Part 9**.

***If the former participant later seeks CoC assistance as a result of becoming homeless, they may be placed on the BNL for PSH referral, however, they will be subject to the CoC Order of Priorities.***

- iii. All communications shall be documented in the participant's file.

## **D. Initial Certification - Determination of Eligibility**

1. When a scattered-site PSH rental assistance program reports an opportunity to accept a new applicant, the Trust's Housing Coordinator will review the BNL for the best match based on specific program's eligibility criteria and make one (1) household referrals to the PSH Provider within the time period set forth in **Part 3.D**.
2. Upon referral to a PSH Provider, the participant's eligibility as described in **Part Five** must be determined within the period set forth in **Part 3.D**. If the household is eligible, housing navigation by RentConnect-certified staff must commence immediately.
3. The applicant will maintain their placement on the BNL until Move-In Authorization/Commencement of Rental Assistance is issued by the Trust.
4. The Notice of Certification Appointment must request that the applicant to bring documentation related to the income and legal status of all household members and documentation necessary to verify status of a live-in aide, if any.
5. During the certification appointment, program rules, housing search and move-in procedures must be reviewed with the applicant.
6. TBRA assistance may only be provided after a TBRA Move-In Authorization has been issued.

## **E. Annual Recertification of Participant**

## **1. Annual Recertification Must be Conducted Within Every Twelve Months**

The participant must be re-certified for participation in the Program each year **within twelve months** of the last annual certification of eligibility.

### **a. Timing of Recertification Commencement**

The Provider must commence the re-certification process ninety (90) days before the participant's re-certification deadline. The Provider must notify the participant of the scheduled recertification appointment as described above. The Recertification Notice shall explain that participants under the TBRA program must be recertified at least annually and failure to comply may result in termination of assistance.

### **b. Effective Date of Recertification**

The participant's recertification completion date shall be the first day of the month in which recertification was completed by the Housing Specialist and approved by the Trust. The next recertification must take place within twelve months of that date.

## **2. Required Coordination of Re-Certification, Annual HQS Inspection and Lease Term**

- a. Assisted housing units must be inspected on an annual basis to ensure compliance with the program's housing standards. As a result of the annual inspection process, the participant may have to locate and move into a new unit if their current landlord is unable or unwilling to make necessary repairs to the unit. On the other hand, the participant may wish to move to a new unit, making re-inspection of their current unit an unnecessary use of limited resources.
- b. Re-certification of household income and annual housing inspection must be coordinated to take place at the same time once a year to minimize disruption to the participant and to the program. Accordingly, lease terms also should be timed with this recertification. This permits re-calculation of the participant's share of rent in light of rent increases or moves during the same period that a household's income is re-verified.
- c. HQS annual inspection must commence 120 calendar days from the recertification deadline. The PHCD inspector is responsible for noticing the participant of the scheduled annual inspection and working with the participant to reschedule the annual inspection if necessary.

## **3. Request to Move**

- a. In the event that the participant intends to move to another unit at the end of their current lease term, the participant is required to submit a Request to Move to their Provider within fifteen (15) calendar days of the annual certification notice. The Provider must promptly inform the Trust in writing of the participant's intent to move so that a re-certification inspection is not conducted.
- b. The Request to Move Form must incorporate a reminder of the participant's obligations under the program rules and the terms of the lease to: (i) not abandon the unit while the lease is in effect; (ii) continue to make monthly rent payments as required under

- the lease addendum; and (iii) provide the landlord with notice of the participant's intent to vacate the unit upon expiration of the lease at least thirty days in advance or earlier as may be required under the lease.
- c. The Provider's written acknowledgment of the Request to Move shall be sent by certified mail to the participant, with copy for the file, noting that the participant's forty-five (45) calendar day period in which to identify a program-acceptable rental unit commences on the date of the Agency's written acknowledgment.
  - d. The Housing Specialist must review the housing search and move-in policies and procedures with the participant during the Re-certification appointment.

## **F. Certification Submission Packages**

Providers must prepare certification packages for initial, annual and interim certifications and submit them to the Trust for review and approval (unless Direct Payment Agencies). Upon approval, the Trust or Direct Payment Agencies, as the case may be) will issue a Move-In Authorization if applicable, initiate rent payments upon receipt of executed copy of the lease or initiate adjustments to rent payments as may be required.

The submission package must include the required documentation as set forth below along with a cover sheet. In the case of Direct Payment RA Programs, the certification package to be maintained in the participant's file must contain all of the documentation set forth below.

Form or Document		Initial Certification	Re-Certification	Interim Certification
<b>Package Cover</b>	<ul style="list-style-type: none"> <li>▪ Package Cover Sheet/Checklist Provider Certification of Eligibility and Income Certification</li> </ul>	Y	Y	Y
<b>Participant Eligibility Documentation</b>	<ul style="list-style-type: none"> <li>▪ Application</li> </ul>	Y	N	N
	<ul style="list-style-type: none"> <li>▪ Disability Verification Form</li> </ul>	Y	N	N
	<ul style="list-style-type: none"> <li>▪ Household Identification (generated by tenant and household members - for each household members)</li> </ul>	Y	For new household member.	For new household member.
	<ul style="list-style-type: none"> <li>▪ Declaration of Immigration 214 Status</li> </ul>	Y	For new household member.	For new household member.
	<ul style="list-style-type: none"> <li>▪ Proof of Citizenship or Lawful Legal Status (generated by tenant and household members - for each household member)</li> </ul>	Y	For new household member.	For new household member.
	<ul style="list-style-type: none"> <li>▪ Applying for HUD Housing Assistance Notification (HUD Form 1141)</li> </ul>	Y	Y	Y
	<ul style="list-style-type: none"> <li>▪ Authorization for Release if Information (HUD Form 9886)</li> </ul>	Y	Y	Y
	<ul style="list-style-type: none"> <li>▪ Supplement to Application for Federally-Assisted Housing (HUD Form 92006)</li> </ul>	Y	Y	Y
	<ul style="list-style-type: none"> <li>▪ Acknowledgment of Participant Rights &amp; Responsibilities and Receipt of TBRA Participant Handbook</li> </ul>	Y	Y	N
	<ul style="list-style-type: none"> <li>▪ Radon Notice</li> </ul>	Y	If recertification includes a move.	
	<ul style="list-style-type: none"> <li>▪ Homeless Trust HMIS &amp; HQS Verification Form:  The Trust will verify that the following documents are on electronic record via the HMIS: <ul style="list-style-type: none"> <li>▪ Outreach and Assessment Program's HMIS Intake and Homeless Status Verification</li> <li>▪ Trust Housing Coordinator Referral to PSH Provider.</li> <li>▪ Unit passed PHCD HQS Inspection</li> </ul> </li> </ul>	Trust-Verified during review of Package	Trust Verification of Annual HQS Inspection Pass only during review of Package	N
<b>Household Adjusted Income &amp; Rent Obligation Calculations</b>	<ul style="list-style-type: none"> <li>▪ Tenant Income Calculation and Rent Determination Excel Worksheet.</li> </ul>	Y	Y	Y
	<ul style="list-style-type: none"> <li>▪ Income supporting documentation (generated by tenant and household members)</li> </ul>	Y	Y	Y
	<ul style="list-style-type: none"> <li>▪ Affidavit of No Income</li> </ul>	If applicable	If applicable	If applicable
	<ul style="list-style-type: none"> <li>▪ Affidavit of Non-Employment</li> </ul>	If applicable	If applicable	If applicable
	<ul style="list-style-type: none"> <li>▪ Third Party Contribution Certification</li> </ul>	If applicable	If applicable	If applicable
<b>Unit Housing Standards</b>	<ul style="list-style-type: none"> <li>▪ Rent Reasonableness Certification Form (generated by PHCD or independent third party).</li> </ul>	Y	If increase in asking rent – Trust performed Or If a move	N
<b>Lease-Up Documents</b>	<ul style="list-style-type: none"> <li>▪ PSH TBRA Landlord Rental Assistance Agreement.</li> </ul>	Y	Y	N
	<ul style="list-style-type: none"> <li>▪ PSH TBRA Lease Addendum.</li> </ul>	Y	Y	Y
	<ul style="list-style-type: none"> <li>▪ Landlord Excess Payment Notice (Informational only: to be provided to landlord; does not need to be included in certification package)</li> </ul> <p>Forms are also required anytime program is</p>			

informed of change in ownership)	▪ Landlord/Tenant and Housing Specialist/Case Manager Agreement.	Y	Y	N
	▪ Lease (generated by landlord). Must be signed <u>only</u> by the landlord (the participant must sign after the Trust issues a Move-In Authorization).	Y	Y	N
	▪ Lead-Based Paint Owner Disclosure Form.	Y	If recertification includes a move.	N
	▪ Notice or Request to Move	N	Y (If participant intends to move at end of lease term or a request to move prior to end of current lease term for special circumstances)	N
<b>Property Ownership/ Vendor/Payee Documentation</b>  Forms are also required anytime program is informed of change in ownership or party authorized to receive rent payments	▪ All required forms required by the CoC TBRA New Owner/Vendor/ Payee Packet	Y	No, if no change in ownership and/or payee.  Applicable forms must be provided to the Trust any time that a change in ownership or payee is reported.	N

**Note:** The following forms are for general program use.

<b>Client Handbook and Search Tools</b>	▪ CoC TBRA Participant Handbook, including: <ul style="list-style-type: none"> <li>▪ VAWA Notices and Forms designated under VAWA Policies and Procedures.</li> <li>▪ HUD "Fair Housing – Its Your Right"</li> <li>▪ HUD Look Out for Lead Notice</li> <li>▪ HUD Protect Your Family from Lead Booklet</li> </ul>
	▪ Housing Search Tools: <ul style="list-style-type: none"> <li>▪ Housing Search Worksheet</li> <li>▪ Housing Conditions Checklist</li> <li>▪ Apartment Comparison Worksheet</li> <li>▪ What Does My Lease Say</li> </ul>
<b>Trust Move-In Authorization</b>	▪ Move-In Authorization (issued solely by the Trust)
<b>Participant Notices</b>	▪ Certification Appointment Letter
	▪ Missed Appointment Notice
	▪ Letter Requesting Missing Documentation
	▪ Denial of Assistance Letter
	▪ Notice of Class II Violation
	▪ Program Termination Notice
	▪ Notice of Survivorship Rights in Event of Death
<b>Requests for Accommodation</b>	▪ CoC Request for Accommodation
	▪ CoC Request For Accommodation – Residential Care or Hospitalization
	▪ Request for and Proof of Live-in-Aide Status
	▪ Request to Move

<b>Requests to Move or Add Roommates</b>	▪ Request to Add Roommate
<b>Early Lease Termination</b>	▪ Mutual Early Termination of Lease Agreement
<b>HUD Grant Documents</b>	▪ CENST Form (Section 58.5 Exclusion) to be completed by the Trust for each RA Grant

## Part Five

# Documentation Readiness, Eligibility and Income Certification

---

### I. Applicant’s Document Readiness

To accept a referral, the PSH Provider must only require the documentation listed on the CoC PSH Documentation checklist. In the event that an applicant is currently participating in a CoC street outreach program, including specialized outreach, emergency, transitional housing program, safe haven or rapid re-housing which is serving as a bridge to PSH housing, such program will assist the applicant in securing required documentation and any application material required by the PSH Provider. In all cases, the CoC PSH Program will assist the applicant in securing documents and completing the application.

Weekly case conferencing will be used as a tool to staff cases with the longest periods of homelessness. Cases presented at case conferencing are assigned to specialized case management staff for assistance in securing documentation and housing navigation.

Lack of documentation beyond those documents listed on the documentation checklist shall not impede the housing referral, eligibility and placement process.

### II. Eligibility Verification

When a person is applying for assistance, such person is referred to as an “applicant.” Once approved for assistance, the person is referred to as a “participant.”

#### A. Eligibility Criteria

To be eligible:

- 1. Homeless Status:** The household must meet the federal definition of homelessness as found in Categories 1 or 4 of such definition or, as may be required by referral, must meet the federal definition of chronically homeless; and
- 2. Disabled Head of Household:** For PSH TBRA dedicated to Chronically homeless persons, the head of household must have a documented disability. For PSH TBRA available to non-chronically households, either an adult or a child member of the household must have a documented disability. The disability must be expected to be long-continuing or of indefinite duration and that substantially impedes the individual’s ability to live independently. Some PSH have preferences for, or is limited to, specific

homeless sub-populations or needs (i.e. chronic homeless, persons with AIDS, veterans, elderly, recovery focused housing).

3. **No Income Limit or Requirement:** There are no income limits for PSH funded by the CoC.) An applicant cannot be denied assistance due to lack of income.
4. **Citizenship or Lawful Immigration Status:** For PSH TBRA administered directly by the County, the applicant must meet the documentation requirements of U.S. citizenship or legal immigration status. The Program must pro-rate assistance in the case of “mixed families” – that is households in which some of the members do not have documented eligible immigration status or citizenship (see III.F. below). Non-profit, direct grantees of PSH are not required to document lawful presence.

## **B. Verification of Eligibility**

### **1. Homeless Status**

The following documentation evidencing homeless status is required:

- HMIS referral issued by Miami-Dade County Homeless Trust Housing Coordinator
- AND**
- Homeless Trust Housing Coordinator Written Verification of Homeless Status or, in the case of placement into a Chronic Homeless unit, chronically homeless status.

### **2. Disability**

#### **a. Documentation Required:**

One of the following forms of documentation must be provided at application to verify the head of household’s disability under HUD-funded CoC programs:

- Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual’s ability to live independently; OR
- Written verification from the Social Security Administration; OR
- Evidence of the receipt of a disability check.

#### **b. Extension of Time To Secure Verification Based on Staff Observation**

In the event that verification of disability in one of the forms above is not available at time of application, a PSH intake staff-recorded observation of a disability is acceptable as long as such disability is confirmed and verified by one of the above forms of documentation no later than 45 days of the application for assistance.

### **3. Homeless and Disability Verification Required Only At Time of Application**

At re-certification, the PSH Provider shall not re-verify disability or homeless status, which was documented at program entry. Copies of the disability and homeless status documentation, however, must be kept in the participant's income recertification records.

#### **4. Citizenship or Lawful Immigration Status:**

For participants for whom the Trust makes rent payments directly to their landlords, their citizenship or lawful immigration status and that of their household members must be verified and documented in the participant file. Direct Payment RA Programs and programs funded with F&B are not required to verify or document citizenship or lawful immigration status.

##### **a. Declaration of Citizenship or Eligible Immigration Status**

The Declaration of Citizenship or Eligible Immigration Status form must be signed by all family members (or by parent or guardian if family member is a minor) during eligibility determination.

In addition, the applicant and family members must consent to the sharing of information between the Housing Assistance Program and the Department of Homeland Security to verify status.

Documents to verify citizenship or immigration status will be required as indicated below.

##### **b. Acceptable Documentation of Eligible Immigration Status**

As a non-US citizen, an applicant for the federal housing assistance and all members of the household must provide one of the following documents to listed below to demonstrate lawful legal status. Documents must be current and unexpired.

- Form I-551, *Alien Registration Receipt Card* (for permanent resident aliens);
- Form I-94, *Arrival-Departure Record* that says one of following:
  - "Admitted as a Refugee Pursuant to Section 207;"
  - "Section 208" or "Asylum;"
  - "Section 243(h)" or "Deportation stayed by Attorney General;" or
  - "Paroled Pursuant to Section 212(d)(5) of the INA."
- Form I-94, *Arrival-Departure Record*, along with one of the following:
  - Final court decision granting asylum (only if no appeal);
  - Letter from U.S. Citizenship and Immigration Services (USCIS) asylum officer granting asylum (if application filed on or after October 1, 1990) or from the USCIS district director granting asylum (if application filed before October 1, 1990);
  - Court decision granting withholding of deportation; or
  - Letter from asylum officer granting withholding of deportation (if



application filed on or after October 1, 1990).

- Form I-688, *Temporary Resident Card* marked "Section 245A" or "Section 210."
- Form I-668B, *Employment Authorization Card* marked "Provision of Law 274a.12(11)" or "Provision of Law 274a.12."
- Receipt from the USCIS stating application for replacement document (for one of the above) has been made and you are entitled to a replacement copy.
- Form I-151, *Alien Registration Receipt Card*.
- Form I-914, for *T-1 Nonimmigrant visa* followed by written confirmation that application is "bona fide."

**c. Declaration of Ineligible Immigration Status:**

An individual, other than the Program applicant, may contend (assert) not to have eligible immigration status. The family must identify in writing which family member does not contend (assert) to have eligible immigration status. The family member must execute a Declaration of Non-Eligible Immigration Status.

**5. Identification For Adult Household Members**

One of the following forms of identification for each adult household member is required at time of application for assistance:

- Government-issued photo identification.

**OR**

- HMIS record with name, DOB and photograph

**OR**

- Photo Identification issued by a Non-Profit agency which includes the participants name and date of birth

**6. Social Security Card**

A Social Security Card for each household member, aged six or older, must be presented for the file or secured within thirty (30) days of admission into the Program if lost.

**7. Legal Custody of Minors**

If the household includes minors, documentation of legal custody for all children in care of household member must be provided as follows:

- If birth parent, original or certified birth certificate for all minor household members within 45 days of admission.
- If legal guardian, copy of court order granting legal custody for all minor household members within 45 days of admission.

### III. Household Types

At the time of initial income certification and recertification, a household consisting of an eligible person living in a housing unit with other persons must declare the nature of the relationship as either a family unit, roommates sharing housing, live-in-aide household or household with one or more members who do not have documentation of legal status. Any change in household status thereafter must be reported to the participant's service provider, be it a Housing Specialist or case manager, within fifteen (15) business days of such change.

#### A. Eligible Person Living Alone

A household consisting of an eligible person living alone: when the applicant is an eligible person living alone, his/her total income is counted in determining the individual's share of the rent and, if applicable to a program policy, financial eligibility.

#### B. Eligible Person Living in a Family Unit

*Family* includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

This definition means is that any group of people that present together for assistance and identify themselves as a family, regardless of age or relationship or other factors, are considered to be a family and must be served together as such. Furthermore, programs receiving funds under the CoC Program cannot discriminate against a group of people presenting as a family based on the composition of the family (e.g., adults and children or just adults), the age of any member's family, the disability status of any members of the family, marital status, actual or perceived sexual orientation, or gender identity.

The total income of all members of the group identifying as a family unit is counted in determining the household's share of the rent and, if applicable to a program policy, financial eligibility.

A participant may not rent a room from a relative or family member and then request PSH assistance as an individual. Rental assistance cannot be approved for a "unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the Homeless Trust determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities." 24 CFR 982.306(d). Requests for such reasonable accommodation must be approved by the Homeless Trust. In the event that such request is granted, a written rental agreement from the family must be obtained and maintained in the participant file for documentation purposes.

#### C. Shared Housing - Eligible Person(s) Living in a Roommate Relationship

A roommate relationship -- as distinct from a family relationship -- is established for the purposes of sharing rent and utility bills in exchange for a share of the space available in the living unit. When the applicant or participant is an individual with a roommate(s), this is classified as shared housing. Only the eligible person's income is counted when

assessing income eligibility; however, rent and utilities must be prorated among roommates.

1. For example, if a participant has two (2) roommates and is residing in a three (3) bedroom unit, the rental portion subject to assistance under the PSH Program would be one-third (1/3) of the (a) actual asking rent and utilities or (b) PSH Program's rent standard for a three-bedroom apartment, whichever is the lesser amount.
2. If one (1) or more persons in a roommate relationship are eligible for PSH assistance, each must apply separately based on individual income, medical eligibility, and prorated housing costs.
3. In the case where two (2) or more unrelated persons live together as roommates, the individual(s) not eligible for PSH assistance shall not be unduly compensated as a result of the PSH assistance awarded to the eligible person.
4. In the event that a roommate vacates the unit, the participant is responsible for the former roommate's share of the rent until a new roommate moves into the unit with the approval of the landlord unless the landlord had entered into a separate lease(s) with the roommate(s).

#### **D. Household with a Live-in Aide**

A third-party, live-in aide provides care to the eligible person with a disability, or another disabled or elderly member of the eligible person's family. A live-in aide categorically is not a family member. A live-in aide qualifies for occupancy only so long as the individual needs support services and may not qualify for continued occupancy as a remaining household member. A live-in aide's income will not be counted as a part of the household income.

Certifications and supporting documentation listed below must be submitted to the Homeless Trust for review and formal approval of the live-in aide's status. A live-in-aide must undergo background screening, including criminal background, as part of the approval process.

##### **1. Definition of a Live-in Aide**

A live-in aide is defined by 24 CFR 5.403 as a person who resides with an disabled or elderly person who:

- a. Is determined essential to the care and well-being of the person and
- b. Is not obligated for the financial support of the person and
- c. Would not be living in the unit except to provide the necessary supportive services.

##### **2. Documentation of Essential Need**

The household must provide a licensed professional's certificate that the live-in aide is essential to the care or well-being of the tenant.

### **3. Proof of Live-in Aide Status**

Program recognition of a live-in aide's status must be approved by the Homeless Trust. In order to declare a person as a live-in aide, not subject to income verification as a member of the family unit or treatment as a roommate, the applicant must certify that such person's services are being provided through an "arm's length transaction", supported with documentation by the head of household, as follows:

- a) The live-in aide is qualified to provide the needed care;
- b) The live-in aide was not part of the household prior to the need for such care arising;
- c) There is no other reason for the aide to reside in the unit than to provide such care; and
- d) The aide and the participant maintain separate finances.

## **E. Surviving Household Members Assistance**

### **1. Surviving Family Members**

Surviving members of any household who were living in a PSH-assisted unit assisted at the time of the qualifying member's death or, incarceration or institutionalization for more than 90 days, have the right to rental assistance until the expiration of the lease in effect at the time of the qualifying member's death or institutionalization. To ensure that the lease itself does not terminate automatically at the time of a participant's death, the Program's Lease Addendum shall require the Landlord to recognize as the lessee the surviving family member who is identified as the new head of household.

### **2. Surviving Family with Additional Qualifying Member**

If another member of the family qualifies for PSH TBRA (member must have a verification of homelessness and a documented disability the family may remain in PSH without a time limit, subject to any occupancy standards adopted by the Homeless Trust. However, if the unit is dedicated for chronically homeless persons, the remaining members must also meet the definition of chronically homeless to remain in the unit.

Except as indicated otherwise, a surviving family shall be subject to all Program responsibilities (see Part Seven). Family members who join the household in the unit thereafter must pay their pro-rated share of the housing costs. The household may continue to receive assistance during the grace period as long as it remains eligible under the program rules. The household must be re-certified within thirty (30) days of the departure of the qualifying member to determine change in household income and rent share.

## **F. Mixed Household with Members(s) without Eligible Immigration Status**

(This section is not applicable to Direct Payment RA Agencies)

### **1. Declaration of Ineligible Immigration Status**

A family of more than one person must identify in writing which family member does not have eligible immigration status. The family member must execute a Declaration

of Non-Eligible Immigration Status.

A single member household without eligible citizenship or immigration status is not eligible for assistance and may not be admitted into the assisted housing program.

## **2. Mixed Family**

A mixed family is composed of both eligible and ineligible members. A mixed family may receive assistance as follows:

As long as the applicant is a citizen or eligible noncitizen, the family may qualify as a “mixed family” and the housing assistance must be prorated based on the family members who are either citizens or eligible immigrants, which means they will pay a higher rent than they would if all family members were either citizens or eligible. All family members’ income is counted for purposes of eligibility determination and calculating rent. Method for determinations of pro-rate share of rent is described in Section C above.

Exception: The rent of a family receiving PSH assistance on or before June 19, 1995 (which is when the Noncitizens rule became effective) will not be subject to pro-ration.

## **G. Change in Household Composition**

1. The Department (or Direct Payment RA Program as the case may be) will not approve the addition of adults to the rent-subsidized household if not part of the household at initial eligibility determination. This includes parents, siblings, cousins, aunts, uncles and any others. Exception to this policy is made only for:
  - (a) A person who meets the homeless definition and other eligibility criteria found in Part 5 and referred for TBRA in accordance with COAP policies and procedures. Such person will be treated as a roommate in Part 5 and subject to a separate lease.
  - (b) Birth of a child, reunification with a child in foster care, court-ordered custody or adoption with written notification to the PSH Provider and Trust within 10 days
  - (c) A live-in aide approved in accordance with live-in-aide requirements set forth in Part 5.
2. The household may request to share a unit under a “roommate” arrangement with another person, who may be a relative or in a spousal/significant other relationship with a household member. This person may not receive rental subsidy from the program. This person’s income will not be counted towards the household’s income, however, the rent will be calculated on a “pro-rata” basis, and the additional person will be responsible for their portion of the rent and no subsidy will be assumed for their half (see Part 5 for “Shared Housing”).
3. The following policies apply:
  - a. Former program participants who have been terminated from any rental assistance program administered by or through the Trust will not be approved unless they have re-entered the TBRA Program through COAP and a

determination is made that the person will not pose a potential risk to the participating household's housing stability.

- b. The Trust (or Direct Payment RA Program as the case may be) will not approve the addition of an adult unless the landlord has approved their occupancy of the same unit and agrees to enter into a separate lease agreement with the roommate. Landlord approval shall be verified signed and dated written confirmation on landlord letterhead. The Department reserves the right to determine if the verification of landlord approval is sufficient.
- c. If a change in household size would cause a violation of Occupancy standards (see Part 6), the Trust (or Direct Payment RA Program as the case may be) will not approve the roommate being added to the unit if it will cause a violation of HQS space standards. The household may request to share housing with another person during annual recertification along with a request to move.

## **H. Guests**

1. Friends and family may occasionally visit. A guest is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent. A guest can remain in the assisted unit no longer than 29 consecutive days.
  - a. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.
  - b. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.
2. Former program participants who have been terminated from any rental assistance program administered by or through the CoC are not permitted as overnight guests.
3. Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence may constitute violation of family obligations.
4. If a guest refuses to vacate the unit, the household should be assisted with removal by law enforcement under 82.045 or by civil suit for possession under 82.04, F.S.

## **IV. Income Verification to Calculate Household Share of Rent**

### **A. Verification in General**

1. There is no income limit or requirement for participation in the TBRA Program. However, applicants must undergo an income certification to document all household

income sources and amounts in order to determine the household's monthly adjusted household income. The household's share of the rent is calculated based on such income determination. Collectively, this process is referred to as an "income certification."

2. A "household" is all persons who present together to occupy a housing unit as more fully described above. The occupants may be a single family, one person living alone, or any other group of related or unrelated persons with disabilities who share living arrangements. In calculating annual household income, income from each member of the household is to be considered. The definition of income is described in detail in *HUD CPD Notice 96-3* and can also be found in regulation at 24 CFR Part 5 Subpart F.
3. Such income certification must take place:
  - A program participant's income must be examined initially, and at least annually thereafter, to determine the amount of the contribution toward rent payable by the program participant and adjustments to a program participant's contribution toward the rental payment must be made as changes in income are identified. Annual re-certification shall coincide with annual HQS and lease renewal (or move to a new unit at lease end) process and commence ninety (90) days before lease term expiration.
  - An interim certification must take place if there is a proposed change in household composition (e.g. an additional family member wishes to join the household). A person is not permitted to join the household unless screened and pre-approved by the Program. A rent adjustment for new, authorized household members will account for their income on the month after the certification.
  - The participant may request an interim reexamination if there is a decrease in household income or a change in household composition such as the birth of a child or if a member leaves the household. Under these circumstances, the CoC will implement changes to the rent on the month following the interim reexamination.
  - Increases in income need only be reported at annual re-certification, at which time the participant's share of the rent will be adjusted.
4. Along with the guidelines set forth below, Housing Specialists shall follow the HUD income and asset verification, exclusion and adjustment regulations set forth in 5 CFR 5.609 and 5.611(a), the HUD Verification Guidance (March 2004) released under PIH Notice 2004-01 (HA) and the excerpted portions of HUD Housing Choice Voucher Program Desk Guide, HUD 7420.10G, Sections 5.2 through 5.7 (April 2001) found in **Appendix B**).

## **B. Verification of Income**

### **1. In General**

The TBRA Program requires independent verification of household income and income deductions and disregards. As a condition of participation in the TBRA



program, applicants must supply such certification, release, information or documentation as deemed necessary for independent verification. Third party documentation must be kept on file.

Housing Specialists must obtain and document in the participant file **independent third party verification** of:

- a. social security numbers of each family member age six or older;
- b. reported family income;
- c. the value of assets;
- d. expenses related to deductions from income;
- e. and other factors affecting adjusted income.

### **Consent of Each Household Member**

Each member of the participant's household, aged 18 years and older, must consent in writing to the release of income, benefits, assets and other financial information on record with previous or current employers, Social Security Administration, Internal Revenue Service, Department of Children and Families, Florida Department of Labor – Unemployment Compensation, or and/or other state wage information collection agency, Department of Motor Vehicles and/or available through credit reporting.

## **2. HUD Independent Third Party Verification Required**

HUD-funded programs must use the highest level of income verification possible as described in HUD Notice PIH 2010-19 (HA).

- **Highest Level 5 - Upfront Income Verification (UIV):**

The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

- HUD requires the Section 8 Program to use its EIV system as a UIV technique. However, such system is not available to the CoC programs. In absence of the EIV system, HUD encourages CoC programs to use other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate participant-reported income. In addition, CoC programs may also request tax return transcripts directly from the IRS without charge using IRS Form 4506-T and receive them generally ten days after request is made.
- Housing Specialists are required to secure Level 4 documentation as described below and encouraged to use The Work Number and IRS tax return transcripts to verify reported income.

- **Level 4 - Written Third Party Verification:**

An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or the Housing Specialist's request date.

Examples of Acceptable Participant-Provided Documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current HUD-acceptable participant-provided documents must be used for income and rent determinations.

- **Social Security Benefits Verification:** The Housing Specialist must request a copy of a current (meaning dated within the last 60 days) SSA benefit verification letter for each household member receiving social security benefits. If the participant or household member is unable to produce this document, the participant or household member can be assisted in instantly securing a SSA benefit verification letter through [www.socialsecurity.gov/myaccount](http://www.socialsecurity.gov/myaccount) (note that the participant must create their own account to access the letter).
- **Unemployment Benefits:** Statement or notarized statement explaining client doesn't receive unemployment benefits.
- **Veterans Benefits:** Current benefits statement dated within the last 60 days, if applicable.
- **Pension Annuities Statement:** Annuities statement dated within the last 60 days, if applicable.
- **Family Welfare Support:** Only applicable to families with children. A current DCF print-out of welfare benefits dated within the last 60 days.
- **Child Support or Alimony:** Court-generated or enforcement agency documentation or print-outs dated within the last 60 days.
- **Employment Verification:**
  - Employment Verification Form completed by employer if employed  
*OR*
  - 3rd Party written verification of employment (i.e. copies of most recent consecutive payroll check stubs)  
*OR*
  - Affidavit of Non-Employment if not employed.
- **Bank Statement:** Most recent bank statements (if bank account exists) for two consecutive months (unless account was opened within the last two months) to verify income (if applicable).

- **Participant-Provided Third Party Documentation:** Third party documentation may be in the possession of the participant (or applicant), and is commonly referred to as participant-provided documents. HUD recognizes that such participant-provided documents are written third party verification since these documents originated from a third party source. The TBRA Program or TBRA provider may, at their discretion, reject any participant-provided documents and follow up directly with the source to obtain necessary verification of information.
- **Third Party Contribution:** If a third party such as a friend or relative is providing cash assistance or contributing support such as assuming responsibility for the participant's share of the rent or utilities, the third party must complete a Third Party Contribution Certification.
- **Level 3 - Written Third Party Verification Form:**

Also known as traditional third party verification, a standardized form is used to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). The Housing Specialist sends the form directly to the third party source by mail, fax, or email.

- HUD discourages use of this traditional third party verification using request forms due to: third party verification request forms sent to third party sources often are not returned; or the person who completes the verification form may provide incomplete information; or some participants may collude with the third party source to provide false information; or the participant intercepts the form and provides false information.
- HUD expects CoC programs to rely on acceptable documents that are generated by a third party (particularly, generated by the third party's computerized system and/or database), but in the possession of and provided by the participant (or applicant). Many documents in the possession of the participant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).
- **Oral Third Party Verification (Level 2):**

Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit.

- This verification method is commonly used in the event that the independent source does not respond to the provider's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.
- This method is discouraged. Housing Specialists must document in the participant file: the reason that an oral third party verification was required opposed to third party-generated documents as described in Level 5 or 4, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

- **Non-Third Party Verification Technique Participant Declaration (Level 1):**

The participant submits an affidavit or notarized statement of reported income and/or expenses to the TBRA program provider.

- This verification method should be used as a last resort when the Housing Specialist has not been successful in obtaining information via all other verification techniques.
- If third party verification is not available, which shall be a very rare occurrence, the participant file must document all attempts to obtain it and why the third party verification was not available.
- The participant file must include the dates, times, company name and person the request was sent to, how the verification request was sent and non-receipt of response.

## **5. No Income Participants:**

Relying solely on participant certifications is the lowest level of verification acceptable to HUD. In the case of an applicant, participant or family member without income, the following must occur:

- a. The applicant/participant or household member without income must complete the Affidavit of No Income and Affidavit of Non-Employment in order to establish proof of income. He or she (the “affiant”) must attest that he or she will apply for benefits for which he or she is eligible within thirty (30) days of program assistance.
- b. The Housing Specialist must request IRS tax transcripts and utilize The Work Number (an automated verification system) to verify that the participant household receives no income.
- c. Within thirty (30) days of signing the affidavit, the affiant will be required to provide proof of application for disability benefits, unemployment and/or other financial benefits. The participant must continue to provide Social Security Administration or other agency documentation relating to the participant’s applicant for assistance until such benefits are awarded or appeal exhausted following denial of benefits.

## **C. Adjusted Income Determination**

### **1. Process for Determining Annual Gross Income**

The definitions of income, annual gross income, adjusted income, and welfare rent and the allowable deductions and adjustments to income are described in detail in *HUD CPD Notice 96-3* and can also be found in regulation at 24 CFR Part 5 Subpart

#### **a. Income That Must Be Included**

For purposes of determining resident rent, annual gross income is the total income of all family members, excluding any employment income of children under age 18,

from all sources anticipated to be received in the 12-month period following the effective date of the income certification. With respect to minors, income other than that from employment must be included.

Types of income that must be included are employment income, social security, welfare assistance, unemployment benefits, and disability or worker's compensation, child support and alimony. To determine the household's annual gross income, add together each household member's income from the sources specified in the Table of Verification and HUD Hierarchy.

#### **b. Income That Must Be Excluded**

The PSH Providers must exclude income as listed in **Attachment B** (titled Exhibit 5-2).

Some income may be eligible for exclusion. Examples include income earned by children under age 18, payment received for the care of foster children or adults, and reimbursement for the cost of medical expenses. These amounts are subtracted from household income before the rent contribution is calculated.

### **2. Process for Determining Annual Adjusted Income**

The PSH Provider must use the Trust Resident Rent Calculation Form (see **Appendix A** for PSH RA Forms) to determine a participant's annual adjusted income. The RA Provider must maintain a completed Resident Rent Calculation Form in each program participant's individual file. Furthermore, a copy of the Form must be included in the Trust RA submission package (not applicable to Direct Payment RA Programs).

Annual adjusted income is determined by deducting from annual gross income the items listed below.

- ***Elderly or Disabled Family***: \$400 Per Elderly or Disabled Family. This allowance is provided to any family whose head of household, spouse of head of household, or the sole member of the household is at least 62 years old or is handicapped or disabled. Only one allowance can be provided per CoC Program household.

File Documentation should verify age, disability and spousal status, as applicable.

- ***Dependent***: \$480 must be deducted for each household dependent. Dependents include household members who are under 18, handicapped, disabled, or full-time students, but not any of the following: the family head, spouse, or foster child/adult.  
HUD's definition of dependent is different from the Internal Revenue Service (IRS) definition. HUD defines a dependent as any household member who is not the head, co-head, or spouse, but who is

- o under the age of 18 years,
- o disabled (of any age), or
- o a full-time student (of any age).

File Documentation should verify age, disability, or student status, as applicable.

- **Child Care:** Reasonable Child Care Expenses anticipated during the period for children 12 and under that enable a household member to work or pursue further education are deducted. The amount deducted for childcare to enable a person to work may not exceed the amount of income received from such work. In addition, childcare expenses may not be deducted if the individual is reimbursed for these expenses.

File Documentation should verify the child expenses and employment or school enrollment.

- **Medical and Disability Assistance Expenses**

Both medical expenses and disability assistance expenses (see below) are limited to those in excess of 3% of annual income. For families who qualify for both types of expenses, the allowable amount is the amount by which the combined expenses exceed 3% of annual income. Because disability assistance expenses are also capped by the amount of income earned, a special calculation is required. Program staff should first calculate the allowable disability assistance expenses and then add to that the allowable medical expenses.

File documentation should clearly document these expenses and consider whether some or all of the claimed expenses might be reimbursed from other sources.

- o Medical Expenses: Elderly or disabled households (as defined previously) that have no disability assistance expenses (see below) may claim out-of-pocket medical expenses in excess of 3% of annual income as a deduction (24 CFR 5.611(a)(3)(i)). Medical expenses that may be considered include all medical expenses anticipated to be incurred during the coming year that are not covered by insurance or reimbursed through other sources. This includes any insurance premiums paid (including Medicare deducted directly from Social Security) and any co-pays and out-of-pocket expenses for medical needs including payments for transportation to medical appointments.
- o Disability Assistance: Disability assistance expenses paid out of pocket by the tenant can also be deducted from annual income to the extent that they exceed 3% of annual income (24 CFR 5.611(a)(3)(ii)). The purpose of this deduction is to recognize expenses for the care of a disabled person that enables the disabled person or some other family member to work. Disability assistance expenses may include the cost of a care attendant and/or auxiliary apparatus that enables a household member, including the disabled member, to work.

# Part Six

## Housing Search and Standards

---

### I. Housing Choice and Standards in General

The PSH TBRA Program provides rental assistance towards suitable privately-owned market rental housing selected by the participant. The participating household may not spend more than 30% of their monthly adjusted household income on rent and utility payments. Housing assistance may not exceed the difference between the reasonable rent for the housing unit size and the participant's share of the rent payment.

The program is based on participant choice in selecting housing, however, there are certain standards that must be met for rental assistance. Units that can be assisted under the PSH TBRA Program are limited by: (1) household unit size determined under the PSH TBRA occupancy standard; (2) the reasonable rent for the household unit size; and (3) housing quality standards. Based on certain factors, the landlord can be disapproved from participating in the program.

### II. Housing Search Guidelines and Time Limitations

#### A. Review of Housing Standards and Move-in Policies

Upon commencement of housing navigation services, the Housing Navigator must explain the basic housing standards to be met in order for the unit to receive a rent subsidy under the TBRA Program. Such standards are: (1) occupancy as applicable to the household size, (2) reasonable rent and (3) HQS. Occupancy relates to the number of bedrooms allowed for a tenant based on the household size, see chart in **Section III. A. 9.** below. Rent reasonable surveys assures the rent is comparable to the area rents. Housing Quality Standards define the minimum housing conditions that must be met. The participant must be informed that (a) the household cannot move into a unit without a Move-In Authorization issued by the Homeless Trust or, in the case of Direct Payment RA Programs, the Program provider.

#### B. Participant's Choice and Housing Search Plan

Selection of a housing unit is based on applicant or prospective participant's choice.

The household must be assisted with a housing search plan. The search plan should be driven by participant choice with significant consideration and focus on social and community service support needs. Housing Navigators should assist the household in having reasonable expectations, however, the Housing Navigator should avoid encouraging the household to move into any affordable unit available as this may lead to future housing instability or abandonment of the unit.

### **C. 45-Day Limit to Housing Search and Move-In**

The applicant or participant must select and move into an HQS-approved unit within 45 days of the date of the Housing First PSH Program's written approval of assistance or acknowledgement of request to move, as the case may be, unless extensions are granted by the PSH provider for good cause. Failure to do so, without approved extensions, will result in the withdrawal of the opportunity for TBRA and referral back to the CoC Housing Coordinator for alternative referral.

The number of units viewed and rejected by the prospective participant will not adversely impact such participant's prospective assistance or current assistance in the event of a request to move to another unit at the end of a lease term.

### **C. HQS Occupancy Readiness**

It is critical that the Housing Navigator be familiar with HQS standards and inspection so that a unit unlikely to pass HQS inspection is not selected. The unit must be HQS-ready to ensure placement within the time limit. Housing Navigators must use HUD's HQS Inspection Checklist Form 52580 to review the unit's readiness prior to arranging an HQS inspection.

### **D. Move At End of Lease Term for Assisted Unit**

In the event that a participant wishes to move at the end of a lease term for an assisted-unit, the participant must inform the PSH Provider at time of recertification commences 90 days in advance of the lease term end and annual HQS inspection. Housing search and housing approval must occur prior to the end of the current lease term. Otherwise, the participant must renew the existing lease for the unit. Housing Navigators should assist participants in locating a unit suitable to their needs.

## **III. Housing Standards**

### **A. Occupancy Standard**

Federal policy limits subsidy support to the smallest number of bedrooms needed to house the participant and household members without overcrowding.

1. The rental unit must be consistent with the space requirements under the federal housing quality standards:
  - a. the rental unit must have a living room, a kitchen area, and a bathroom.
  - b. the rental unit must have at least one bedroom or living/sleeping room for each two persons. No more than two persons may share a bedroom.
2. Children of the same sex regardless of age must share a bedroom. Children of opposite sex under the age of six must also share a bedroom. Children of opposite sex, ages six or older, may not be required to occupy the same bedroom or living/sleeping area.
3. A married couple or domestic partners shall be limited to one bedroom when calculating minimum number of bedrooms unless reasonable accommodation requires otherwise.



4. A live-in aide, approved by the Homeless Trust to reside in the unit to care for the participant or a household member with a disability or elderly, must be counted in determining the household unit size.
5. The unit size for a household comprised of a single person is limited to a zero or one-bedroom unit, unless an approved live-in aide resides with the person or reasonable accommodation requires otherwise.
6. A child who is:
  - a. in the legal joint custody of a member of the participant's household; or
  - b. temporarily away from the home because of placement in foster care is considered a member of the family in determining household unit size. If the family includes a child or children temporarily absent from the home due to placement in foster care or with a temporary guardian, the Housing Specialist must request information from the appropriate child welfare agency to determine when the child/children will be returned to the home. If the time period is to be greater than 180 calendar days from the date of the removal of the child/children, the maximum unit size may be temporarily reduced. If children are removed from the home permanently, the maximum unit size will be permanently reduced in accordance with the Program's occupancy standards.
7. A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
8. The occupancy standard must be applied consistently for all families/ households of like size and composition.
9. A household may request an exception to Occupancy Standards policies as reasonable accommodation for disability or health need (i.e. extra bedroom to accommodate necessary medical equipment). Requests for such reasonable accommodation must first be approved by the Homeless Trust.

**Minimum and Maximum Household Unit Size Reference Chart**

<u>Number in Household</u>	<u>Minimum and Maximum Unit Size</u>
1	0 to 1 Bedroom
2	1 to 2 Bedrooms
3	2 to 3 Bedrooms
4	2 to 4 Bedrooms
5	3 to 5 Bedrooms
6	3 to 6 Bedrooms
7 to 8	4 to 6 Bedrooms
9 to 10	5 to 6 Bedrooms

**B. Reasonable Rent**

**1. CoC Rental Assistance Program Rent Ceiling by Local Policy**

Pursuant to Section 578.51(g) of the CoC Program Interim Rule, HUD requires that all rents for units assisted by the CoC Program be “reasonable.” The amount of CoC Program funds used for rental assistance may exceed the current FMR for that unit size and location, as long as the contract rent is reasonable in relation to rents being charged for comparable unassisted units in the area [CoC Program FAQ#1538: <https://www.hudexchange.info/faqs/1538/coc-program-funds-for-rental-assistance-be-used-to-pay-rent-for-units/>]

However, HUD utilizes FMRs to determine the overall CoC TBRA grant award amounts. The HUD Office of Community Planning and Development advises that If the CoC recipient approves unit rents that are reasonable, but exceed the FMR used to determine the grant award, then there may insufficient grant funding to support the number of program participants approved as part of the grant application. <https://www.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf>

**Miami-Dade CoC TBRA Rent Ceiling Policy:**

To operate the TBRA Program within the grant amounts awarded and to comply with the rent reasonableness requirements of Section 578.51(g), the Miami-Dade CoC has adopted a rent ceiling policy. The TBRA Program will only pay for asking rents that are reasonable and that do not exceed the Miami-Dade County FMR for unit size, as published annually by US HUD.

In its sole discretion, the Homeless Trust may approve a rent over FMR on a case-by-case basis as long as such rent is reasonable, the project has sufficient funds to support the additional rental assistance costs and documentation is provided demonstrating difficulty in identifying an acceptable rental unit at or below FMR in the vicinity of the participant’s health/behavioral health providers, community services and support that promote the participant’s housing stability

**2. Rent Reasonableness Through Comparison**

Pursuant to HUD regulations, the rent requested by the owner must be reasonable rent in comparison to rent for other comparable units in the private unassisted market.

As part of the regular TBRA HQS process, PHCD will make rent reasonableness determination. In the case of Direct Payment RA Programs, the program will be responsible for making such determination and the program must maintain in the documentation it relied upon to make such determination in the participant’s file.

A rent reasonableness determination shall be conducted for all units about to be rented by new program participants; when a participant moves to a different unit; at annual inspection; and when a landlord requests a raise in an existing participant’s contract rent.

**a. Documentation of Rent Comparison and Determination of Rent Reasonableness**

The determination of rent reasonableness must be documented on the Rent Reasonableness Certification Form. The Form shall record a comparison of no

less than three unassisted units in the same general location of the selected unit, applying the factors below.

**b. Factors for Rent Comparison**

To make a rent comparability determination, the following factors must be taken into consideration:

- i. the location, quality, size, unity type, and age of the unit selected by the program participant; and
- ii. any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease provided to the Program for review (utility costs may include gas, electric, water, sewer, and trash). However, telephone, cable or satellite television service, and internet service should be excluded;
- iii. that the asking rent is not more than the rents currently being charged by the same owner for comparable unassisted units; and
- iv. the rent comparability should be based on rents paid for similar units in the same general location that are also generally similar in terms of the overall quality of housing provided. Rent comparability may not use units located in within the same rental building as the subject unit or other rental units owned by the owner of the subject unit.

Rents will be considered “reasonable” even if asking rent is above the average rent for three comparable units as long as the asking rent is less than \$50 more than the average, allowing a slightly higher than the individual comparable units to assist the participant in accessing housing in the rental market.

**c. Rent Increases**

**i. Approval of Rent Increase Request**

**Rent increases require the Homeless Trust’s approval. An owner may only request a rent increase at the time of lease renewal. In the event that a landlord requests a rent increase during lease renewal, Trust approval, or that of a Direct Payment RA Program as the case may be, is dependent upon a rent reasonableness comparison that supports the increase in rent. The Homeless Trust may limit and/or deny rent increase requests due to funding availability or restrictions.**

**ii. Hold Harmless Policy for Existing Units Receiving Assistance**

Rental units approved for occupancy prior to June 28, 2019 with a monthly contract rent exceeding FMR for the size of the unit will be subject to a hold harmless policy as follows:

- 1) The contract rent amount last approved by the Homeless Trust prior to June 28, 2019 will continue to be approved by the Homeless Trust at the time of lease renewals as long as such rent remains reasonable in comparison to rent for other comparable units in the private unassisted market (see Subpart B.2.b. above).

- 2) The owner may request a rent increase at the time of lease renewal, however, such request will only be approved if the new asking rent is: (a) reasonable in comparison to other comparable units (see Subpart B.2. b. above) and (b) does not exceed 110% of FMR for the size of the unit at the time of the request.

**iii. Funding Limitation**

The Homeless Trust may limit and/or deny rent increase requests due to funding availability or restrictions.

**C. Housing Quality Standards (HQS) Requirements**

**1. HQS Standards**

Prior to being approved for a rent subsidy, a unit must be inspected to ensure it meets federal Housing Quality Standards (HQS). Thereafter, the unit must conform to the HQS as long as the unit is receiving a rental subsidy. The federal HQS can be found in **Attachment C**.

**2. Responsibility for Inspections**

Under agreement between the Homeless Trust and Miami-Dade Public Housing and Community Development (PHCD), PHCD is responsible for conducting all HQS inspections on behalf of the PSH TBRA Program except in the case of Direct Payment RA Programs who will conduct HQS inspections for their own participants. All inspections will be performed by qualified personnel trained to conduct HQS inspections.

**a. Housing Inspectors must:**

- i. treat participants, landlords and Housing Navigators/Specialists with great courtesy and professionalism;
- ii. take into consideration the health and/or physical limitations of program participants when scheduling and conducting inspections. For example, Housing Inspectors should wait a prudent amount of time after knocking on the participant's door as well as attempt to reach the participants by phone before leaving the premises as participants may require more time than usual to answer the door.
- iii. proactively work with participants and their Housing Navigator/Specialists to find solutions to difficulties that may arise in scheduling and conducting inspections.

**b. Communication with Housing Navigators/Specialists:**

Housing Inspectors are required to promptly provide copies of all inspection reports and correspondence with and between the Housing Inspector, landlord and participant to the Trust, who will forward copies to the participant's Housing Navigator/Specialist. Housing Navigators/Specialists are responsible for ensuring

that copies of all reports and correspondence relating to inspections and abatement are maintained in the participant's file.

### **3. Lead Paint**

- a. The program must provide each household with the EPA pamphlet "Protect Your Family from Lead In Your Home."
- b. The landlord must provide a signed "Lead Disclosure Statement" to the household, a copy of which must be kept in the tenant file, both initially and at the annual re-certification. Landlords are also required to provide tenants with the brochure "Protect Your Family from Lead in Your Home."
- c. If the dwelling unit is occupied, or is to be occupied, by families or households that have or expect to have one or more children of less than 6 years of age or a member who is pregnant, the HQS inspection will include inspection for lead paint deterioration. Such households should be advised as follows:
  - i. Inform the household of lead hazards which can be present in housing built in 1978 or earlier.
  - ii. Advise looking for housing in buildings built after 1978 or housing that has been recently rehabilitated.
  - iii. Advise looking for housing that is free from peeling, chipped paint not only inside the unit, but also in building common areas and outside where children will play.

### **4. Environmental Review**

Tenant-based rental assistance is categorically exempt from Environmental Review, therefore individual rental units assisted by PSH TBRA are not subject to environmental review. However, the Trust must prepare and keep on file a CoC Categorically Excluded Not Subject to Section 58.5 (CENST) form for each HUD grant for tenant-based rental assistance.

## **IV. HQS Inspection Process**

### **1. Lease-Up Inspection:**

Prior to entering into any lease agreement or move-in by the participant, the unit must be inspected and pass HQS requirements.

Participants must be informed that Program will not pay rent subsidy towards, a unit that has not been approved in advance and in writing by the PSH TBRA Program through issuance of a Move-In Authorization and that the participant may not sign a lease for or move into the unit before the Move-In Authorization has been issued.

- a. The Homeless Trust is responsible for submitting a request for an initial HQS inspection to PHCD, which must take place within 5 days of the written request. The Trust shall copy the Housing Navigator or staff person assisting the participant with the housing search on the HQS request.

- b. PHCD will inspect the unit and document the results on the HQS Inspection Form (either short form HUD-52580 or long form HUD-52580-A). If deficiencies are found, the unit will not pass inspection and the property owner or manager will be informed in writing of the deficiencies that must be corrected (Notice of HQS Deficiencies). PHCD must also provide the Trust with the Notice of HQS Deficiencies, who will forward it to the participant's assigned housing navigator/specialist or case manager (as applicable). Once all of the HQS standards are met, PHCD (or Direct Payment RA Program inspector, as the case may be) will issue a HQS Compliance Certification.
- c. Re-inspection for unit approval must take place within 10 days of the Notice of Deficiencies. No more than two inspections (the move-in inspection and re-inspection) will be undertaken. If the unit fails the HQS re-inspection, the unit will be rejected by the Program and the participant will be instructed to find another unit.
- d. Note: On initial inspection, PCHD (or Direct Payment RA Program inspector, as the case may be) has the right to fail a unit if they feel the landlord will not make the repairs in a reasonable time or if there are many deficiencies noted on the first inspection. PHCD will notify the landlord in writing that the unit has been rejected and that the program participant will be seeking another unit.

## **2. Annual Inspection**

All assisted housing units must be re-inspected annually (within twelve months of the last inspection). Annual inspection must be timed to coincide with the participant's re-certification and be scheduled ninety days in advance of the household's certification anniversary date.

## **3. Complaint Inspection**

An HQS complaint inspection may be requested at any time in response to the following situations:

- Participant concerns regarding the safety of housing conditions or landlord's refusal to make repairs or maintain common areas.
- Landlord concerns regarding damages to the housing unit or participant's failure to maintain unit in a sanitary condition.
- Landlord submits claim to the RentConnect Risk Mitigation Fund.
- Housing Specialist or Trust concerns regarding the condition of the unit or common areas.

The inspection must take place within 5 days of the participant's request, however, if it constitutes an emergency situation and is potentially life-threatening, the inspection must take place immediately and no more than 24 hours of request for the inspection.

## **4. Exit Inspections for Units Provided Security and Move-in Deposits**

Exit walk-through inspections shall be conducted jointly by the participant, landlord, and the participant's Housing Specialist. The parties must utilize a Program Exit Inspection Checklist, which must be signed by the participant and landlord.

## **5. Landlord/Tenant Dispute & Claims for RentConnect Mitigation Funds**

In the event that there is a Landlord RentConnect Risk Mitigation Fund claim or dispute whether damage was caused by the participant, rather than normal wear and tear, a complaint inspection shall be requested, which shall be conducted by PHCD regardless of who is making the direct landlord payments. The results of the inspection shall govern the outcome of the claim or dispute. Such outcome shall also govern a determination whether the participant complied with program rules and the right to demand return of deposit funds. The landlord forfeits any right to retain deposit funds made by or on behalf of the participant or make claim against the Risk Mitigation Fund upon making repair to the unit prior to a PHCD-conducted dispute inspection.

## **6. Timely Repair, Rent Subsidy Abatement and Termination for HQS Non-Compliance**

### **a. Timely Repair**

The owner is responsible for curing all HQS deficiencies within 30 days of written notice. However, if PHCD (or the Direct Payment RA Program), in its sole discretion, determines that the HQS violation(s) constitutes an emergency situation and is life threatening, the landlord must cure the HQS deficiencies within 24 hours. The Program's share of the rent (rent subsidy) is subject to abatement and termination in the event that the landlord fails to timely cure the HQS deficiencies.

### **b. Notice of HQS Deficiencies and Abatement**

If the inspection finds that the unit is not in compliance with HQS, the owner and Housing Specialist shall be informed by PHCD (or the Direct Payment RA Program) through a written Notice of HQS Deficiencies. The Trust Housing Specialist will forward the notice to the tenant's assigned housing specialist or case manager. These deficiencies will describe the deficiencies and states that:

- i. The deficiencies must be cured within thirty days of the date of the Notice (or 24 hours if life-threatening);
- ii. If a unit does not meet HQS within the time frame set out on the HQS Notice, the rental assistance payment will be withheld on the first day of the following month ("abatement").
- iii. If the required repairs are not completed within the next 30 days, the Rental Assistance Agreement will be terminated immediately and pursuant to the terms of the Lease Addendum, the tenant will have the right to terminate the lease.

In the event that the rental assistance is abated, PHCD will immediately notify the Trust in writing. The Trust will forward notification to the participant's housing specialist or case manager, who will work with the participant to assist them with relocation or work with the Trust to determine whether the landlord will make necessary repairs within thirty (30) days of the abatement to allow the participant to remain, minimizing risk to housing instability. If the landlord does not make such repairs within the thirty-day period, the participant will be required to relocate.

### **c. Participant Action to Abate Payment**

While the participant remains obligated to pay their share of the rent, the participant can withhold such payment if the participant sends a certified letter at least seven (7) days before rent is due, which describes the dwelling unit's defects and requests that repairs be made. If the landlord does not make repairs before the participant's rent is due, the participant may withhold rent, however, the participant must be prepared to place the rent payment owed into a court registry if the landlord takes the participant to court to collect the rent. Once a legal action is initiated, the participant's rent must be deposited into the court registry until court resolves the matter. Under the Florida Residential Landlord and Tenant Act, the Program is exempt from state tenant abatement notice and court registry requirements.

## **V. Landlord Disqualification**

Following the provisions set forth in 24 CFR Section 982.306, the Program will not approve a unit if the landlord:

1. Is a relative or family member of household.

A participant may not rent a room from a relative or family member and then request rental assistance as an individual. Rental assistance cannot be approved for a "unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the Homeless Trust determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities." 24 CFR 982.206(d).

2. If any violation of federal, state or local law related to conflict of interest would arise as a result of participation in the Program either as a property owner or participant.
3. If the Program has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR 2424 or directed by HUD in connection with the Fair Housing Act or other equal opportunity laws or regulations.
4. Is known to have violated obligations under a Rental Assistance Agreement;
5. Has been disbarred;
6. Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
7. Has engaged in any drug-related criminal activity or any violent criminal activity;
8. Has a history or practice of non-compliance with the HQS for units leased under federal tenant-based rental assistance programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
9. Has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the



tenant, any member of the household, a guest or another person under the control of any member of the household that:

- a. Threatens the right to peaceful enjoyment of the premises by other residents;
- b. Threatens the health or safety of other residents, of employees or contractors of the Program, or of employees of the landlord or other persons engaged in management of the housing;
- c. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises;
- d. Is drug-related criminal activity or violent criminal activity;

10. Has a history or practice of renting units that fail to meet state or local housing codes; or

11. Has not paid state or local real estate taxes, fines or assessments for the subject property.

# Part Seven

## Landlord Application, Trust Approval and Lease-Ups

---

### I. Landlord Application

The Housing Navigator must assist the participant with completion and submission of the landlord application.

### II. Program Approval of Unit Prior to Move-In

Upon selection of the unit and the participant's tenancy approval, the Housing Navigator must prepare a TBRA package for the Trust's review and approval (or internal review and approval by a Direct Payment RA Provider, as the case may be).

Upon receipt of a satisfactory and complete package, the Trust will submit a request for an HQS inspection. Upon a passing inspection, the Trust will issue a move-in authorization, at which time the Housing Navigator shall secure and submit an executed lease. Upon receipt of the lease, the Trust will notify PHCD to commence rent payments.

#### A. Review Process

The Trust (or the Direct Payment RA Provider, as the case may be) must review and approve a request to move-in for the following prior to issuing a Move-In Authorization:

1. Participant meets the program's eligibility requirements;
2. Accurate calculation of household adjusted income and portion of rent obligation;
3. Unit meets housing standards (occupancy, reasonable rent and HQS);
4. Landlord-required documents have been collected and lease-up documents prepared correctly and ready for execution;
5. Confirmation that there are no disqualifying factors applicable to the landlord.

#### B. Submission Package

The submission package must include the required documentation as described in **Part 4.F**.

In the case of Direct Payment RA Programs, the certification package to be maintained in the participant's file must contain all of the submission package documentation.

#### C. Utility Allowance

A participant's contribution toward rent is based on a percentage of their monthly adjusted income, typically 30% of adjusted income. If a participant pays separately for any utilities, a utility allowance (determined during inspection of the unit) must be credited against the participant's share of the rent payment. Utility allowances are governed by PHCD's utility allowance schedule for rent voucher assistance.

- Housing Navigators must enter the utility allowance into the Program’s Income and Rent Calculation Worksheet to determine the final Program and participant share of the rent payment. Such rent shares must be entered into the Lease Addendum.
- In the event that deducting the utility allowance from participant’s rent contribution amount results in a number less than \$0, the TBRA program must provide the participant a utility reimbursement (paid directly to the participant).
- Participants must be reminded that failure to timely pay utilities for which they are responsible is a violation of mandatory HQS and can result in termination of assistance due to HQS non-compliance. Housing support staff may periodically request proof of utility payments if non-payment has become a concern.

Example 1:

A	Contract Rent	\$500
B	Tenant Rent Calculation in 24 CFR 578.77(c) <i>before</i> making adjustments for utilities	\$80
C	Reasonable Monthly Utility Consumption	\$45
	Calculation B-C	\$35
D	Program Participant Rent – to be Paid Directly to Landlord or Property Owner	\$35
E	TBRA Rental Assistance Payment to Landlord or Property Owner	\$465 (A-D)
F	Utility Reimbursement to be Paid to Program Participant	\$0

[INSERT

Example 2:

A	Contract Rent	\$500
B	Tenant Rent Calculation in 24 CFR 578.77(c) <i>before</i> making adjustments for utilities	\$30
C	Reasonable Monthly Utility Consumption	\$45
	Calculation B-C	-\$15
D	Program Participant Rent – to be Paid Directly to Landlord or Property Owner	\$0
E	TBRA Rental Assistance Payment to Landlord or Property Owner	\$500 (A-D)
F	Utility Reimbursement to be Paid to Program Participant	\$15

**D. Preparation of Lease-Up Documents**

The Housing Navigator must prepare the following lease-up documents (or in the case of the landlord lease conduct a review): (a) for submission to the Homeless Trust as part of the Request for Approval package or (b) a part of a the participant's certification package kept on file by a Direct Payment RA Programs.

## **1. Landlord Rental Assistance Participation Agreement**

Any unit that receives rental assistance payments must have an executed Homeless Trust CoC Rental Assistance Agreement between the Trust (or Direct Payment RA Program as the case may be) and the property owner (or management company authorized to enter into the agreement and take payments on behalf of the owner). The Participation Agreement sets forth the terms governing the landlord's participation in the rental assistance program.

The CoC Participation Agreement incorporates language requiring the property owner, or the property manager, to (1) request the assistance of the participant's case manager or housing specialist to address behavior which may lead to possible eviction in advance of taking any action toward evicting the participant and (2) notify the case manager or housing specialist when an eviction notice is given to the participant.

## **2. Lease**

The Housing Navigator shall review the landlord's lease for accurate information, compliance with one-year lease term requirement and to ensure that it does not contain prohibited lease terms. The participant cannot sign the lease until the Move-In Authorization is issued by the Trust or, as the case may be, the Direct Payment RA Program.

### **a. Lease Term**

The lease must have a term of at least one year that is renewable and is terminable only for cause. The lease must be renewed for one-year terms. The Trust (or Direct Payment Agency as the case may be) may approve a shorter term under extenuating circumstances to improve housing opportunities for the client. The lease may only be terminated for cause. The rent amount may not be raised by the property owner during the lease term.

### **b. Minimum Lease Requirements**

The following information must be contained in the lease:

- i) Names of the owner and tenant; and if there are "arms length" roommate(s), the name(s) of the roommate(s);
- ii) Unit address;
- iii) Term of the lease, including initial term and provisions for renewal;
- iv) Amount of monthly rent to owner; and
- v) Specification of what utilities and appliances the owner must supply and what utilities and appliances the tenants must supply.

### **c. Prohibited Lease Terms**

The landlord lease may not contain the following terms:

- i. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- ii. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- iii. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- iv. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- v. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- vi. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
- vii. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- viii. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses;

### **3. Lease Addendum**

- a. The TBRA Lease Addendum incorporates certain program requirements into the lease document itself. A breach or violation of addendum terms is a breach or violation of the lease itself. Certain breaches of the lease addendum allow automatic termination of the lease.
- b. The Housing Navigator must prepare the TBRA Lease Addendum by entering information including the landlord and participant's information, names of all members of the household, the utilities included and excluded from the rent, the

participant and the program's respective share of the rent and security deposit information.

- c. Participants must be informed that they cannot be asked to pay more than the approved tenant share of the rent by the landlord or property manager and to notify their housing specialist if such request is made. To ensure that participants are not asked to pay more than the approved tenant share of the rent, the Housing Navigator must provide the participant with a copy of their TBRA Lease Addendum which documents their portion of the rent.

#### **4. Landlord Tenant-Housing Specialist/Case Manager Communication Agreement**

This agreement is signed by the landlord, participant and the housing specialist or case manager and sets out basic communication expectations among the parties during tenancy.

### **III. Security Deposit and Commencement of Rent**

#### **A. Security Deposits**

##### **1. Security Deposit**

CoC Program funds may be used for up to two months of rent to pay a security deposit to an owner. An advance payment of the last month's rent may be provided to the landlord in addition to the security deposit and payment of the first month's rent. These program funds should be used as a last resort when other sources of rental assistance are available for security deposits.

##### **2. Tenant Damages**

- a. CoC program funds in an amount not to exceed one month's rent can be used to pay for any damage to housing due to the action of the program participant, one-time, per program participant, per unit. This assistance can be provided only at the time the program participant exits the housing unit.
- b. RentConnect-participating landlords may make claims against the RentConnect Mitigation Fund if tenant-caused damages exceed the security deposit and/or the allowable program contribution toward damages on hand and any tenant contribution toward repairs.

#### **B. Rent Assistance**

##### **1. Commencement of Rent**

The Landlord Participation Agreement provides up to 15 days for rent assistance payments to commence after the Participation Agreement is executed by the Trust (or Direct Payment RA Program as the case may be) and copies of fully executed lease documents are submitted to the Trust (or Direct Payment RA Program).

## **2. Vacancy Payments**

CoC program funds can be provided to the landlord if the unit is vacated before the end of the lease. In this situation, rental assistance may continue for a maximum of 30 days from the end of the month in which the unit is vacated unless occupied by another eligible person. This policy is intended to allow grantees time to engage another person who is homeless to move into the unit without losing the participation of the landlord.

## **IV. Requests to Move**

### **A. Requests to Move At Commencement of Recertification**

Providers are responsible for reviewing and acknowledging to a participant's request to move at the time that their recertification commences.

### **B. Request to Move Prior to Commencement of Annual Recertification**

1. Participants may not move to a new unit while subject to a current lease, therefore any request to move prior to the termination of the lease term is treated as a Special Circumstances Request to Move, which requires formal approval by the Provider.
2. The Provider cannot approve such request to move unless there are well-documented extenuating circumstances beyond the participant's control that justify a move before the end of the lease term. Such documentation shall include, but not be limited to: case notes; evidence of family composition changes; landlord abatement notices; emergency inspection reports; or documentation as required under the VAWA.
3. If approved, a copy of the Special Circumstances Request to move with the Provider's sign-off must be sent to the participant by certified mail. The approved Request shall inform the participant that the forty-five day housing search period commences on the date of the approval of the Request to Move. The approved Request also shall remind the participant of their obligations under the program rules and the terms of the lease to: (i) not abandon the unit while the lease is in effect (the Housing Specialist must assist participant in terminating the lease) unless a VAWA claim; (ii) continue to make monthly rent payments as required under the lease addendum until lease is terminated (unless VAWA claim); and (iii) provide the landlord with notice of the participant's intent to vacate the unit upon issuance of a Move-In Authorization.
4. Upon approval of a Special Circumstances Request to Move, the Provider must commence a recertification of the participant. The approved Special Circumstances Request to Move must be included in the Recertification Package.
5. The participant may not leave the unit and move into a new unit until a Move-In Authorization is issued.



### **C. Request to Move in Response to Notice of Abatement**

In response to a Program Notice of Abatement due to the landlord's failure to make repairs, the participant may request to move, which will be treated as a Special Circumstances Request to Move. The Provider may authorize the participant to immediately commence a housing search. The Trust placing the rent into abatement is grounds for the participant to terminate the lease.

1. If approved, the Housing Specialist must mail the participant by certified mail a copy of the Request to Move with the City's approval. The approved Request shall inform the participant that the forty-five-day housing search period commences on the date of approval of the request. The approved Request also will inform the participant that they may not move into a new unit without approval and issuance of a Move-In Authorization.
2. Upon approval of the request to move, the Housing Specialist must commence a recertification of the participant. The approved Special Circumstances Request to Move with copy of the Abatement Notice must be included in the Re-Certification Package submitted to the Trust.
3. If the participant chooses, and is able to safely, occupy the unit while searching for a new unit, the participant must either continue to pay his or her portion of the rent or follow the procedures set forth in **Part 6** governing tenant abatement notice requirements under Florida Residential Landlord and Tenant Act.
4. The participant must send a letter notifying the Landlord that the Notice of Abatement has resulted in a landlord breach of the lease and that the participant intends to move from the premises upon the Trust (or Direct Payment Agency as the case may be) issuing a Move-In Authorization.

## **Part Eight**

# **Participant, Landlord and Housing Stability Staff Responsibilities**

---

### **I. In General**

The program objective is to ensure that formerly homeless households remain permanently housed in suitable housing with the social and community supports they need to remain in housing. Each party to the rental assistance arrangement has specific responsibilities which must be met as conditions of participation and to ensure that the program objective is met. Open communication and cooperation is key. All three parties must sign a Communication Agreement as described below.

### **II. Housing Stability Staff**

#### **A. Housing Navigators**

Housing Navigators have the following responsibilities:

1. Assist the participant to develop a housing criteria to govern their search for and selection of housing;
2. Assist the participant in locating a suitable and appropriate rental unit to rent, including accompanying them to housing-related appointments until such time that they are permanently housing;
3. Support the participant's development of a housing stability plan utilizing Pre-CTI and CTI methodology (see Part II of this Manual).
4. Support the participant's preparation and submission of the tenant application;
5. Assist with the lease up process, including serving as liaison between the landlord, PHCD and the Homeless Trust for HQS inspections, security deposit and rent payment start-up;
6. Assist participant with their move into the unit; and
7. Accompany the participant to appointments for benefits and services necessary to support their housing stability. Continue CTI to support the participant's adjustment to the unit, housing obligations and community supports, modifying the housing plan as may be necessary.
8. Assist participants seeking a new unit at end of lease term to locate a new unit suitable to their needs.

#### **B. Housing Stability Specialists**

##### **1. Participant Support:**

- a. Continue focus on the development of the participant's decision-making, problem-solving and life skills necessary to maintain housing, their linkages to the community and achieve long-term goals.

- b. Serve as the first point of contact for a landlord with tenant concerns with assigned staff empowered to address and resolve the landlord's concerns.
- c. Assist tenants and landlords in resolution of housing-related issues as appropriate and serves as a liaison between the landlord, the participant and the Homeless Trust and PHCD (for inspections).
- d. Explain program rules and expectations, participant's obligations and rights under the program, including grievance process and landlord obligations under the program and lease documents;
- e. Conduct home visits consistent with the CTI model which may range from daily to quarterly depending on tenant need. Tenants being visited quarterly should be contacted by phone no less than monthly. Home visits include a check-in on participant's compliance with tenant obligations, including maintenance of the unit, and providing positive acknowledgement of participant achievements toward their long-term goals.
- f. Otherwise, frequency and locations of additional engagement shall be established specific to the needs of the participant and governed by the strength-based, participant-centered case management methodologies employed by the provider.

## **2. PSH TBRA Delivery Support**

- a. Certify applicants for participation in the PSH TBRA Program (or the Direct Payment RA Program, as the case may be), including eligibility determinations and income verifications.
- b. Compute adjusted household incomes, utility allowances, tenant rent and PSH TBRA Program's housing assistance amounts.
- c. Conduct annual, special and move re-certifications for assigned participants
- d. Support PHCD during initial, annual and complaint inspections.

## **III. Participant Obligations**

The participant must:

- 1. Meet tenant lease obligations:
  - a. Pay rent on time;
  - b. Maintain the unit in a safe and sanitary condition and in the condition in which it was initially rented to them, except normal wear and tear; and
  - c. Be a good neighbor and not cause disturbances (Avoid behavior, their own or that of a household member or guest, that would disturb their neighbors' peaceful enjoyment of their own home (i.e. yelling, loud music or noise, violence, drug use, other illegal activity, damage to, or theft of, others' property, blocking or cluttering common areas or right-of-ways).

2. Provide documentation as required to verify eligibility and determine household share of rent at time of application and annually thereafter.
3. Be actively engaged in housing search with the support of the Housing Navigator.
4. Cooperate with housing stability planning which shall be participant-driven, consistent with the policies and procedures of this Manual.
5. Seek assistance from Housing Navigator or Stability Specialist, as the case may be, if experiencing difficulty with meeting tenant obligations.
6. Cooperate with annual HQS inspection process.
7. Maintain good communication with landlord or property manager.
8. Not abandon or move from or into a new unit: (a) while lease is in effect and/or (b) without prior approval of the Homeless Trust.
9. The participant may not be required to accept and participate in disability-related services except as provided below. Examples of disability-related services include, but are not limited to, mental health services, outpatient health services, and provision of medication, which are provided to a person with a disability to address a condition caused by the disability.

A PSH program may require participation in supportive services through participant-centered case management planning to assist the participant in maintaining tenancy should recurring issues arise threatening their ability to meet their tenancy obligations:

- a. PSH Providers must provide evidenced based techniques offering harm reduction or motivational interviewing as a methodology of engaging tenants whom are at risk of eviction due to underlined, untreated, behavioral health issues, in treatment services.
- b. The PSH Provider may require a monthly contact with one of the members of the support services team to verify the tenant is occupying the apartment.
- c. If the purpose of a PSH program is to provide a supportive sober living environment with services for persons with substance abuse histories, a PSH Provider can require program participants to take part in related services as a condition of continued participation in the program. By contrast, in a program that offers services but whose purpose is not substance abuse treatment, a PSH Provider may not require a person who is an alcoholic, for example, to sign a supportive service agreement at initial occupancy stating that he or she will participate in substance abuse treatment services as a condition of occupancy.
- d. If, as a result of a person's behavior stemming from substance use, a person violates the terms of the lease, a PSH Provider may consider using evidenced based techniques offering harm reduction or motivational interviewing as a methodology of engaging tenants whom are at risk of eviction due to substance abuse or dependence. This example similarly applies to persons with mental health condition(s) impacting their tenancy.

## **IV. Landlord**

The landlord has the following obligations:

1. Maintain the unit and property in a safe and sanitary condition as required by HQS.
2. Comply with the terms of the Lease, Lease Addendum, PSH TBRA Participation Agreement and PSH TBRA Communication Agreement.
3. To not evict a participant household without contacting the PSH Provider first for assistance with resolving tenant concern(s).
4. Promptly inform PSH Provider if eviction notice is given to Tenant.
5. Cooperate with the PSH Provider as described in the program documents listed above.
6. Cooperate with the HQS inspectors during lease-up, annual re-certification and complaint inspections.
7. Cooperate with the Homeless Trust, including requests for information or documents.
8. Report any pending change in property ownership.

## **V. PSH TBRA Communication Agreement**

All three parties, the participant, landlord and PSH Provider must enter into a Communication Agreement in which they agree as a recipient, either as a tenant or landlord, or the provider of assistance, they will immediately inform the other parties to the agreement to both verbally and in writing, if any of the following occurs:

### **1. Landlord**

- I have not received full rent by the 3rd day of the month.
- I have received a complaint that there is too much noise from the tenant's apartment.
- I have significant concerns about the condition of the tenant's unit. (Examples:
- Landlord has seen damage or received complaints about bad smells that could be related to garbage.)
- I think someone is living in the tenant's unit who is not named on the lease.
- I think someone in the tenant's unit may be doing something illegal.
- The behavior of someone living in or visiting the tenant's unit is causing other tenants to complain.
- Provide the tenant with 24 hours notice prior to entering the unit.
- Follow up / respond quickly to inquiries and concerns.
- I see something that is a violation of the lease.

### **2. Tenant**

- A rare, but serious emergency occurs that will impact my ability to pay rent on time.
- I will be away from the unit for an extended time period (Examples: 30, 60, 90 days).
- Inform the landlord of maintenance issues.
- I observe or experience an issue or event that impacts the safety of the community.
- Follow up / respond quickly to inquiries and concerns.

### **3. Housing Navigator or Stability Specialist**

- Inform the landlord if I become aware of a situation that will impact the tenant's ability to pay rent on time.
- Inform the landlord if I become aware of a circumstance that will impact the tenant's occupancy of the unit (Examples: tenant is hospitalized for 60, 90 days)
- I observe a maintenance issue.
- I observe or experience an issue or event that impacts the safety of the community.
- Participate in problem solving / trouble shooting in the event that the tenant and landlord are unable to resolve an issue.
- Follow up / respond quickly to inquiries and concerns.

## Part Nine

# Denial or Termination of PSH Assistance, Program Violations and Grievance Process

---

### I. Denial of Assistance

Applicants denied CoC PSH assistance must receive written notice by certified mail explaining the reason for denial, the method for making an appeal of the decision to deny assistance and contact information (including name, mailing address, email and phone number) for the person designated by the CoC PSH Provider to receive an appeal. Review of the decision to deny assistance if appealed shall be the same as set forth below for terminations of assistance.

The CoC PSH Providers must use the standard *Denial Notice* form issued by the Homeless Trust, as may be amended from time-to-time. A copy of the Denial Notice must be submitted to the Homeless Trust.

### II. Termination

#### A. Due Process Requirements In General

The federal regulations which govern the TBRA Program require that participants receive due process under the law when their assistance is being terminated. According to the regulations, minimum due process includes:

1. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
2. Serving the participant with a written notice containing a clear statement of the reasons for termination;
3. Allowing the participant to have a review of the decision in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision to terminate; and
4. Providing the participant with a prompt written notification of the final decision.

#### B. Formal Termination Process

To terminate PSH to a program participant, the required formal process, at a minimum, must consist of:

1. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
2. A PSH Provider must exercise judgment and examine all extenuating circumstances

in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

- a. A participant may not be terminated for refusing behavioral health services or terminating participation in such services.
  - b. Use of alcohol or drugs in and of itself and other behavioral health issues (without other serious lease violations or a pattern of lease violations) are not considered a reason for termination from a program.
  - c. Underlying issues leading to difficulties with lease compliance must be taken into consideration as mitigating factors against termination.
  - d. Tenants in permanent supportive housing must be given reasonable flexibility in paying their tenant share of rent (after subsidy) on time and offered special payment arrangements (e.g. a payment plan) for rent arrears and/or assistance with financial management (including representative payee arrangements) whenever possible.
  - e. Every effort must be made to offer a transfer to a tenant from one housing situation to another, if a tenancy is in jeopardy. Whenever possible, eviction back into homelessness must be avoided.
  - f. Termination of rental assistance, should it occur, will take place following one final month of assistance.
3. Written termination notice to the program participant containing a clear statement of the reasons for termination utilizing the standard *Termination Notice* form issued by the Homeless Trust, as may be amended from time-to-time. A copy of the Termination Notice delivered to the participant must be submitted to the Homeless Trust.

At a minimum, all termination notices shall be in writing and shall contain the following elements:

- a. The notice shall inform the participant that his or her assistance under the PSH TBRA Program is being terminated, the effective date of termination, termination of assistance will take place following one final month of assistance and that the Program will provide only one more month of rental assistance.
- b. The notice shall specify that a grievance may be initiated with the PSH Provider within ten (10) business days of the date of the termination notice and shall provide instructions on how and where to file a request for a grievance hearing.
- c. The notice will provide a detailed explanation of the reason for termination. The explanation shall include the reason for termination, i.e. the incident(s) which led to the decision to terminate, the time and date of the incident(s) and the type of supporting evidence the landlord or provider has with regard to the incident(s) (witnesses, case file documentation, police/incident report, etc.). The notice will state that the participant has a right to a grievance hearing.
- d. The notice will describe the grievance hearing process itself.
- e. The notice will state that the participant has a right to review his/her file at the PSH Provider as well as any documentation supporting the decision to terminate the participant's housing assistance.



- f. The notice shall explain that in the event that the participant appeals the termination decision and the grievance process is not completed within the remaining one month of assistance, rental assistance will continue until the grievance process is completed.
  - g. The notice shall be sent regular and certified mail, return receipt requested, to the most current mailing address on file for the participant, as provided by the participant per program requirements.
4. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and prompt written notice of the final decision to the program participant.
  5. During the period of time in which the participant is involved in an appeal of the termination decision, his/her rental assistance shall not be terminated. The participant's housing assistance payments may be stopped only after the entire grievance process has been concluded, and the decision to terminate assistance is upheld and communicated to the participant in writing.
  6. Termination does not bar further assistance at a later date to the same family or individual.

#### **C. Case Review to Prevent Termination**

In the event that a participant experiences repeated difficulty complying with tenant obligations and/or assistance provided to assist them in keeping their housing, the housing specialist should bring the participant's case to the case review committee to review all avenues available and/or seek advice from peers to identify solutions to issues placing their housing at risk.

#### **D. Participant's Death, Incarceration or Institutionalization**

PSH TBRA terminates immediately upon the participant's death or incarceration or institutionalization for more than 90 days. Surviving member(s) of the households who were (a) listed on the lease addendum at time of such event and (b) residing with the participant in the assisted unit at the such time are afforded a grace period of rental assistance as set forth in **Part Four, Article III.E**.

#### **E. Terminations Precluding Re-Admission for PSH TBRA**

Participants terminated from the PSH TBRA Program on the following grounds shall be deemed ineligible to be re-admitted for assistance:

1. A participant terminated from the program or any other Federally assisted housing program on the basis of fraud or misrepresentation in connection with a Federally assisted housing program.
2. The participant was terminated from the program or any other federally-assisted housing for drug-related criminal activity within the last three years.

3. Consistent with Housing First principles, use of alcohol or drugs in and of itself is not considered a reason for termination from the program. If the grounds for termination were related to a pattern of illegal use of controlled substance or pattern of abuse of alcohol that repeatedly interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants and all efforts of engagement and intervention to address such behavior failed, the former participant must demonstrate to the Homeless Trust's satisfaction that they are no longer engaging in illegal use of a controlled substance or abuse of alcohol through one of the following means:
  - a. The former participant has successfully completed a supervised drug or alcohol rehabilitation program;
  - b. The former participant has otherwise been rehabilitated successfully; or
  - c. The former participant is participating in a supervised drug or alcohol rehabilitation program.

### **III. Grounds for Termination**

There are two classes of violations. Class I violations result in immediate termination. Repeated Class II violations, which include persistent violation of program rule(s) or tenant obligation(s), can lead to termination.

Upon thorough documentation of the violation(s), the PSH Provider may initiate termination of assistance. The PSH Provider must deliver a Notice of Termination to the participant with copy to the Homeless Trust. The Notice of Termination must comply with the requirements set forth above. The PSH Provider shall also deliver a letter to the landlord informing them of the pending termination of rent payments. The PSH Provider shall promptly inform the Homeless Trust and landlord if the participant files a request for a grievance hearing.

#### **A. Class I Violations Resulting in Immediate Termination**

##### **1. Class I Violations**

A Class I Program Violation is a serious program violation that impacts the integrity of the housing program as set forth below. A Class I violation may result in immediate program termination:

- a. Commission of fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure to report all household income and/or failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in making a determination as to the participant's eligibility to receive services.
- b. Abandonment of assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days, except in cases where the participant is hospitalized or placed into residential substance abuse or mental health treatment (see policies and procedures governing extended absence from assisted unit as reasonable accommodation).
- c. Moving into a new apartment unit without program authorization.

- d. Friends and family may occasionally visit, however, such visit may not exceed thirty days. Any person whose stay has exceeded thirty (30) days without the Trust's approval will be treated as a Class I violation by the participant. Failure to request a change in household will be deemed an act of fraud.
- e. The second time that a participant, or member of his or her household, causes damage to the assisted unit (i.e. not ordinary normal wear and tear) that results in the landlord retaining any of the deposit paid by the Program and/or making a claim with the RentConnect Mitigation Fund.
- f. Threatening or abusive behavior toward personnel (or others at the PSH Provider), neighbor(s) or the landlord. Threats of violence may be verbal or non-verbal and can occur explicitly or implicitly. When the behavior constitutes a legitimate threat of violence to themselves or others, immediate termination is warranted.
- g. Commission of drug-related or violent criminal activity by participant, any member of the household, guests or any person under the participant's control. Criminal and drug-related activity leading to termination are defined as follows:
  - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
  - ii. Any violent criminal activity or drug-related criminal activity on or near the premises.

## **2. Documentation of Class I Violation**

The program violation shall be documented in the participant's case notes in detail, including efforts to resolve the matter with the participant. Independent evidence and/or documentation shall also be secured for the file.

The landlord's word alone does not constitute evidence of a Class I program violation (except in the case of apartment abandonment or unauthorized moves). When using a witness such as the landlord to terminate assistance, the provider should include additional witnesses and documentation because the landlord's word standing alone will not constitute sufficient evidence to substantiate a termination (except in the case of apartment abandonment or unauthorized moves).

Class I violations must be substantiated by independent evidence, as follows:

- a. Police report indicating behavior by any household member, guest or anyone within the participant's control which threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- b. Police report, arrest or conviction for drug-related criminal activity of any household member, guest or anyone within the participant's control.
- c. Witnesses who are willing to attest to the behavior of the participant, any household member, guest or anyone within the participant's control or facts evidencing fraud on the part of the participant.

- i. The participant shall have the opportunity to present witnesses to testify on his/her behalf.
  - ii. If allegations of criminal/drug-related activity are involved, the provider must be aware that a participant may be receiving medical care that includes intravenous treatments and medications taken by syringe. Medical supplies required by a participant, including those related to prescribed medical cannabis, may be mistaken as drug paraphernalia by a lay person.
- d. Any other relevant documentation that substantiates a Class I violation.

### **3. Criminal Act Conducted by Household Member Other than Participant**

In deciding to terminate for criminal activity conducted by a household member other than the participant, the Homeless Trust shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the effect that the termination of assistance to the household would have on household members not involved in the criminal activity, extent of participation by family members, and the willingness of the head of household to remove or separate from the wrongdoing household member(s) as a condition of continued assistance. In appropriate cases, the Homeless Trust may permit continued assistance to the participant and may impose a condition that family members who engaged in the proscribed activity will not reside in the assisted unit.

### **4. Participant Cleared of Criminal Charges**

A participant terminated from the PSH TBRA Program due to criminal behavior or activity may be re-admitted to the program upon submission of court documents demonstrating that the participant was acquitted, or cleared, of all charges related to the incident that led to termination. However, re-admission shall be contingent upon availability of program funds and participant's program eligibility at the time of a request for re-admission.

## **B. Class II Violation Leading to Termination**

### **1. Class II Violations**

A Class II Program Violation is a violation of any other program rule or participant obligation including, but not limited to those listed below. These violations will be documented and maintained in the tenant file, but may not necessarily result in termination.

Assistance will be terminated upon persistent violation of program rule(s) or tenant obligation(s). Repeated violation of program rules or obligations undermines the functioning of the program and constitutes abuse of the program by the participant and can lead to termination.

- a. Failure to notify the provider of a change in household composition within fifteen (15) days of the event.

- b. Failure to maintain current information on file as required or to cooperate in submitting required documentation/information within fifteen (15) days of program's request.
- c. Failure to attend TBRA Program appointments, except in the documented case of illness or other extenuating circumstances. Failure to attend re-certification appointments or provide access for annual inspections will result in termination upon second occurrence.
- d. Failure to maintain monthly contact with the program case or care management.
- e. Failure to cooperate with annual HQS inspection, home visits and/or housing stability assessments and planning.
- f. Failure to make timely payment of the participant's required portion of the rent or comply with other tenant obligations, including the obligation to provide the landlord with notice of their intent to move upon expiration of the lease at least thirty days in advance or earlier as may be required under the lease.
- g. The first time that a participant, or member of his or her household, causes damage to the assisted unit (i.e. not ordinary normal wear and tear) that results in the landlord retaining any of the deposit paid by the Program and/or making a claim with the RentConnect Mitigation Fund.
- h. Verbal abuse directed toward Program or Trust personnel (or others at the PSH Provider), neighbor(s) or the landlord. Such abuse consists of repeated use of offensive speech, particularly speech that directly insults the listener. Verbal abuse constitutes grounds for dismissal when the offensive speech continues or is repeated after at least two direct requests to the participant to refrain from such behavior. If the verbal abuse constitutes a threat of violence, it shall be treated as a Class I violation.
- i. Harassment consisting of unwarranted and unwelcome contact of any nature (including phone or face-to-face) after the participant has been explicitly advised to cease the harassing contacts. If the harassment occurs in a way that constitutes a threat of violence, then such behavior shall be treated as a Class I violation.
- j. Repeated violation of basic program rules or tenant obligations such as annual recertification, inspections, supplying requested financial documentation, getting approval for new household members, undermines the functioning of the program and constitutes abuse of the program by the participant and can lead to termination. The participant's assistance may be terminated upon three (3) documented incidents of program violation (need not be the same repeated program violation) within a twelve month period even if the participant took corrective action to cure one or more of these violations. The PSH Provider shall initiate termination of assistance as set forth above in subsection (a).

## **2. Initial Response to Class II Program Violation, Participant's Corrective Action and Provider-Level Grievance**

Prior to initiating termination upon a Class II violation, the PSH Provider shall provide the participant with:

- a. Written notice of the Class II violation when each occurs;
- b. Verbal consultation and if warranted review and adjustment to the participant's housing stability plan; and
- c. Opportunity for corrective action; and
- d. Opportunity to request a provider-level grievance review of the Class II Violation, conducted in compliance with due process requirements set forth under **Article II.A.**

### **3. Documentation of Program Violation and Participant Response**

- a. The program violation shall be documented in the participant's case notes in detail. Independent documentation where applicable should also be secured (i.e. documentation by landlord that the participant has not been paying his/her required portion of the rent).
- b. All efforts to resolve the matter with the participant also shall be documented in the participant's case file. Documentation of efforts shall include records of verbal interactions with participant about the violation, copies of written warnings, including the warning of the possibility of termination, and other material as may be relevant.
- c. The participant's efforts to make corrective action, or lack thereof, shall be documented in the participant's case file.
- d. If there is a provider-level grievance review, a copy of the final determination must be filed in the participant's file.

### **4. Termination of Assistance and Right to Request Grievance Hearing**

- a. Once efforts made to secure the participant's program compliance have been exhausted and fully documented, the PSH Provider may initiate termination of assistance by delivering a Notice of Termination to the participant with copy to the Homeless Trust. The Notice of Termination must comply with the requirements set forth above. Upon the expiration of the ten-business day period in which a participant is provided to file a grievance, the PSH Provider must also deliver a letter to the landlord informing them of the pending termination of rent payments.
- b. The participant must submit a written request for a grievance hearing directly to the Homeless Trust within ten business days of the Notice of Termination. In the event that the PSH Provider receives the request for a grievance in error, the provider must immediately inform the participant to submit the request to the Homeless Trust.

### **5. Program Termination Does Not Mean Relinquishing Rental Unit**

Because the decision to terminate rental assistance is a consequence of a participant's violation of TBRA Program rules, a participant may remain in the rental unit after the termination of assistance, consistent with the lease, as long as he/she is able to pay the rent and is complying with the other terms of the lease.

#### **IV. Consequences of Eviction**

##### **A. Landlord Allegation of Program Violation**

When a PSH Provider is notified by a landlord that a participant is alleged to be in violation of program rules, the landlord's word must not be taken as fact. The PSH Provider shall proceed independently to substantiate any activity which may constitute a violation of program rules; that is, *if*, in the provider's professional judgment, the allegations warrant follow-up. The PSH Provider shall honor the participant's rights to confidentiality, nondiscrimination, and due process in addressing any alleged program violation.

##### **B. Eviction Distinct from Program Termination**

Termination from the PSH TBRA program is separate and distinct from eviction by the landlord. A landlord may have reasons for evicting a participant -- justifiable or otherwise -- which differ substantially from termination of PSH TBRA a due to a breach of program requirements. In the administration PSH TBRA, it is important that termination and eviction be carefully differentiated.

###### **1. Eviction by the Landlord**

A participant may be evicted by the landlord, in accordance with state and local laws governing evictions, for violating a provision of the lease agreement. However, PSH TBRA may not be terminated unless program rules are violated. Unless there is a documented Class I or Class II violation which warrants termination at the same time an eviction takes place, it is the responsibility of the PSH Provider to continue the participant's assistance.

###### **2. No Program Involvement in Eviction**

If a landlord chooses to initiate eviction proceedings, this shall occur without involvement from the Housing Provider. The role of the PSH Provider, as an advocate for the participant, precludes any involvement with eviction proceedings initiated by the landlord.

###### **3. Provider Prohibited by Law from Giving Legal Advice**

Under no circumstances should the PSH Provider give the participant legal advice regarding eviction. The unlawful practice of law is illegal in the State of Florida. When a participant has received an eviction notice, summons, or complaint from the landlord, the participant can be referred to Legal Services of Greater Miami, Inc.

#### **4. Upon Eviction Action - Rent Payment to the Court Registry**

If an eviction action has been filed, the participant must deposit his or her portion of the rent in the court registry. Failure to deposit the rent in the court registry could result in an automatic default judgment being entered against the participant.

#### **5. Relocating the Participant**

Depending on the outcome of the eviction proceedings initiated by the landlord, it may be necessary for the PSH Provider to make arrangements for the participant to move and continue the assistance elsewhere. This is the case as well if a program violation has resulted and termination has been initiated, however, the grievance process has not been completed.

### **V. Termination Grievance Hearing**

#### **A. Fair Hearing**

The participant must be afforded the opportunity to request a review of the rental assistance program termination decision through a fair hearing. Opportunity for a fair hearing shall include:

1. The grievance hearing must be held before a hearing officer appointed by the Homeless Trust Executive Director. The hearing officer is a person other than the person (or a subordinate of that person) who made or approved the decision;
2. The grievance hearing must be scheduled within five (5) business days (excluding weekends and federal holidays) of receipt of the grievance by written notice setting forth the date, time and meeting location for the hearing;
3. Before the hearing, the opportunity to examine and make copies (unless an impossibility) of any evidence, documents, records, and program rules relevant to the hearing;
4. The right to present written or oral objections;
5. The right to be represented by an advocate of their choice (which may be an attorney) and to have such person make statements on the grieving party's behalf;
6. The right to a private hearing unless the complainant requests a public hearing;
7. The right to reasonable accommodations for persons with disabilities to participate in the hearing; and
8. The right to a written decision within five (5) business days (excluding weekends and federal holidays) based only on the evidence presented at the grievance hearing. Such written decision must be mailed to the grieving party, if mailing address is known. Otherwise, the program must make best effort to deliver the written notice to the participant and document such effort in the participant's file.
9. If the participant fails to appear at a scheduled review meeting, the provider may make a determination that the grieving party has waived his/her right to a hearing unless he/she can demonstrate serious extenuating circumstances justifying his/her absence and the re-scheduling the hearing. Written notice must be provided of scheduled changes.

#### **B. Stay of Action Upon Grievance Filing**

If a grievance was timely filed, terminations of PSH TBRA shall be delayed until the grievance process is completed except for automatic terminations for violent or criminal behavior or other behavior posing immediate risk to the safety of other residents and/or staff.



## VI. Timeline Examples

<b>Failure to Comply with Recertification</b>	
90 Days from Re-Certification Deadline	<i>Re-certification Notice is sent to the participant, providing 15 days of advance notice of the scheduled appointment.</i>
75 Days	<p><i>Participant fails to make appointment or contact Housing Specialist to re-schedule.</i></p> <ol style="list-style-type: none"> <li>1. On that day, a certified letter is to be sent to the participant noting their failure to attend the appointment or reschedule the appointment; setting a new appointment 7 days from the date of the letter and providing notice that assistance will be subject to termination if the participant fails to meet with the Housing Specialist.</li> <li>2. The following contact efforts are to be made until contact is accomplished or methods of attempted contact below are exhausted:               <ol style="list-style-type: none"> <li>a. Two phone contact attempts</li> <li>b. Home visit</li> </ol> </li> </ol>
60 Days	<p><i>Participant fails to keep second appointment or re-schedule appointment.</i></p> <ol style="list-style-type: none"> <li>3. Upon making a determination to terminate, the PSH Provider will send the participant a certified Termination Notice (for “Failure to Appear”) (with copy to the Homeless Trust) informing participant that (a) he or she failed to respond to two written notices of a re-certification appointment and all other attempts to contact the participant; (b) termination of assistance will take place following one final month of assistance; (c) he or she may appeal the termination decision within ten (10) business days of the date of the Termination Notice; and (d) other information as required.</li> </ol>
50 Days	<p><i>Participant must appeal within 10 days of Termination Notice</i></p> <ol style="list-style-type: none"> <li>4. If the participant files an appeal, the termination process is placed on hold and the participant will continue to receive rental assistance until the grievance process is completed.</li> <li>5. If the participant does not file a timely appeal, assistance will terminate after one more final month of assistance. The PHCD will send a letter to the landlord informing them of the program termination.</li> </ol>
30 Days from Re-certification Deadline	<i>If no appeal is filed or grievance process is completed without a change in outcome, termination takes effect.</i>

	<b>Failure to Provide Information or Documentation</b>
1 <sup>st</sup> Day	<i>Participant asked to provide information or documentation within 15 days.</i>
15 <sup>th</sup> Day	<p><i>Participant fails to provide the requested information or documentation.</i></p> <ol style="list-style-type: none"> <li>1. Certified Letter notifying participant of request for information or documentation is to be sent, reminding participant of obligation to provide information upon request and providing notice that failure to provide requested information or documentation within 15 days will result in termination of assistance.</li> <li>2. A phone call is to be placed with the participant to remind the participant of the request for information or documentation and that the participant must respond within 15 days to avoid termination.</li> </ol>
30 <sup>th</sup> Day	<p><i>Participant fails to provide the requested information or documentation.</i></p> <ol style="list-style-type: none"> <li>3. Upon making a determination to terminate, the PSH Provider will send the participant a certified Termination Notice (for "Failure to Provide Information") (with copy to the Homeless Trust) informing participant that (a) he or she failed to provide requested information or documentation and failed to respond to additional requests; (b) termination of assistance will take place following one final month of assistance; (c) the participant may appeal the termination decision within ten (10) business days of the date of the Termination Notice; and (d) other required information.</li> </ol>
40 <sup>th</sup> Day	<p><i>Participant must file appeal within 10 days of Termination Notice</i></p> <ol style="list-style-type: none"> <li>4. If the participant files an appeal, the termination process is placed on hold and the participant will continue to receive assistance until the grievance process is completed.</li> <li>5. If the participant does not file a timely appeal, assistance will terminate after one more final month of assistance. The PHCD will send a letter to the landlord informing them of the program termination.</li> </ol>
60 <sup>th</sup> Day	<i>If no appeal is filed or grievance process is completed without a change in outcome, termination takes effect.</i>

## **Part Ten**

# **Equal Opportunity, Fair Housing, Confidentiality and VAWA**

---

### **I. Equal Opportunity**

#### **A. Non-Discrimination**

The Homeless Trust and housing providers shall comply with federal and local requirements for non-discrimination and equal opportunity. Discrimination against applicants and participants on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, familial status, actual or perceived marital status, gender identity or gender expression, real or perceived sexual orientation, veteran status, source of income or actual or perceived status as a victim of domestic violence, dating violence, sexual assault or stalking is strictly prohibited.

#### **B. Affirmative Outreach**

The Homeless Trust and housing providers shall adopt procedures to ensure that all persons know of the availability of the PSH TBRA Program, including facilities and services accessible to persons with a disability. Documentation of implementation of the procedures is federally mandated.

### **II. Requests for Reasonable Accommodation**

#### **A. Reasonable Accommodation**

The Homeless Trust, as grantee, and all housing providers shall provide reasonable accommodation to persons with disabilities as required under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (“ADA”). The Homeless Trust and all housing providers must make reasonable modifications in its policies, practices, and procedures in order to accommodate individuals with disabilities. However, modification is not required if it would create an undue financial or administrative burden or would fundamentally alter the nature, services or operations of the PSH TBRA Program.

The availability of reasonable accommodations must be made known by including notices on PSH TBRA forms and letters to all applicants and participants. These notices shall explain the process whereby an applicant or participant may request an accommodation. All requests will be verified so that the Homeless Trust or housing provider can properly accommodate the need presented by the disability.

#### **B. Definitions**

1. The term *disability* means one or more of the following:
  - a. A physical or mental impairment that substantially limits one or more of the major life activities of an individual
  - b. A record of such an impairment
  - c. Being regarded as having such an impairment.
2. A physical or mental impairment “*substantially limits*” a person in one or more of the “*major life activities*” if it causes substantial difficulty in a person’s ability to:
  - See, hear, speak, or breathe
  - Learn, think, or read
  - Work, walk, or perform manual tasks
  - Care for himself or herself
  - Engage in some other “major life activity.”
3. A *qualified individual with a disability*, with regard to services, means an individual with a disability who meets the essential eligibility requirements for the receipt of PSH TBRA services or the participation in PSH TBRA programs or activities and does not pose a direct threat to the health and safety of himself/herself or others with or without:
  - a. Reasonable modifications to rules, policies, or practices
  - b. The removal of architectural, communications, or transportation Barriers
  - c. The provision of auxiliary aids.
4. The term *services* includes any services, programs, activities and financial assistance funded by PSH TBRA grant funds.
5. The term *auxiliary aids* includes any auxiliary aids, benefits, or services provided by the Homeless Trust or a housing provider.
6. The term *direct threat* means a significant risk of substantial harm to the health or safety of others, as determined in an appropriate medical assessment, that cannot be eliminated or reduced to an acceptable level by a modification of policies, practices, or procedures, the removal of architectural, communications, or transportation barriers, or by the provision of auxiliary aids or services.
7. *Undue hardship* means an action that would result in a fundamental alteration of RA Program services or present an undue financial and administrative burden.
8. *Reasonable modification* means:
  - a. A reasonable modification of a policy, practice, or procedure to avoid discrimination on the basis of disability, unless that modification would fundamentally alter the nature of the service
  - b. A method of making a service accessible or usable to a qualified individual with a disability, unless that method would result in a fundamental alteration of the service

or an undue financial and administrative burden. Depending on the circumstances, such methods may include:

- Reassignment of service to accessible buildings or delivery of services at alternative sites.
- Home visits.
- Alteration of existing facilities.
- Arrange for a third party payee to ensure that rent payments are made on time.
- Assisting the participant to access programs that cover the cost of, and arrange for, personal care attendants or cleaning services.
- Any other method that would result in making services readily accessible to and usable by qualified individuals with disabilities.

c. The provision of auxiliary aids for qualified individual, unless those aids would fundamentally alter the nature of the service or, where applicable, would constitute an undue financial and administrative burden. The following are examples of auxiliary aids:

- Qualified interpreters or other effective methods of making aurally delivered materials available to qualified individuals with hearing impairments.
- Qualified readers, taped texts, or other effective methods of making visually delivered materials available to qualified individuals with visual impairments.
- Acquisition or modification of equipment or devices.
- Other similar services and actions.

9. *Program accessibility* means that housing assistance and services, when viewed in their entirety, must be readily accessible to and usable by qualified individuals with disabilities.

10. *Service animal* PSH TBRA is subject to the Fair Housing Act (FHA). Under the FHA, service animals are not restricted by breed or species. Animals may be service animals, companion animals, therapy animals, working animals, etc. As long as the animal exists to serve the individual's disability, it is not legally a pet and may not be treated as such. Housing providers, including private owners, may not impose pet fees, pet deposits, or pet rent. One may not be asked or required to provide proof of training or certification for such animals in housing. The request for modification to a no pet rule or other pet policies is addressed as any other request for accommodation. In order to qualify for such an accommodation, the assistance animal must be necessary to afford the individual an equal opportunity to use and enjoy a dwelling or to participate in the housing service or program. Further, there must be a relationship, or nexus, between the individual's disability and the assistance the animal provides. If these requirements are met, a housing facility, program or service must permit the assistance animal as an accommodation, unless it can demonstrate that allowing the assistance animal would impose an undue financial or administrative burden or would fundamentally alter the nature of the housing program or services.

*Important to Note:* The FHA Act defines service animals more broadly than the Americans with Disability Act (ADA). For example, shelters are not subject to FHA, but

are subject to the ADA. The ADA defines a service animal solely as a dog that is individually trained to do work or perform tasks for a person with a disability. Service animals must be harnessed, leashed or tethered, unless devices interfere with the service animals' work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal or other effective controls.

### **C. Submitting a Request for Reasonable Accommodation**

An applicant or participant may request reasonable accommodation at any time by completing and submitting a CoC Request for Reasonable Accommodation Form, accompanying by a CoC Verification of Need for Accommodation, sworn to and signed by a medical professional responsible for the care of the participant or applicant. The request shall describe the accommodation sought, the impairment that necessitates such accommodation (but not the disability itself), and how such accommodation will assist such person to participate in, or access, the PSH TBRA Program.

#### **1. Responsible Party – PSH TBRA Policies and Procedures**

If the modification requested concerns PSH TBRA Program policies and procedures reflected in this Manual or otherwise, the request for reasonable accommodation shall be directed to the Executive Director of the Homeless Trust.

#### **2. Responsible Party – Day-to-Day Provider Operations or Facility Access**

If the modification requested concerns the day-to-day operations of a housing provider access to their facilities, the request for reasonable accommodation shall be directed to the Executive Director of the provider. Upon receipt of such request, the provider shall immediately forward a copy of the request to the attention of the Homeless Trust Executive Director or designee and inform the Executive Director of the provider's response to the request.

### **D. Assessment of Request for Reasonable Accommodation**

Response to a request for accommodation must be made in writing within fifteen (15) business days of the receipt of the request. A reasonable accommodation request may seek changes or adjustments to rules, policies, practices or procedures which are followed or prescribed by the PSH TBRA Program, or physical modifications to a person's prospective or current apartment or other part of the housing site, including assistive technology. (Note: responsibility for physical modification to the housing premises under the ADA generally falls on the property owner). A reasonable accommodation request may also seek the allowance of retroactive relief (e. g., reinstatement of an individual with a disability to the waiting list in the event that he or she did not respond to a notice for reasons related to the disability.)

#### **1. Requirements That Must Be Met**

A request for reasonable accommodation shall be granted when the following three requirements are met:

- a. the subject of the request is a qualified "individual with a disability", as defined above;
- b. the requested accommodation is necessary, because of the disability, to provide an equal opportunity to use and enjoy the housing.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability (see *Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act, May 14, 2004*); and.

- c. the requested accommodation is reasonable. A request shall be considered "reasonable" if it does not create an undue financial and administrative burden or constitute a fundamental alteration in the nature of the housing program.

## **2. Additional Guidance:**

- a. Unless the PSH TBRA Program can identify specific reasons for doing otherwise, it shall accept the judgment of an individual with a disability, as independently verified by the individual's health care provider, that a requested accommodation is: (i) appropriate for and related to his or her disability, (ii) necessary for an equal housing opportunity, and (iii) reasonable (see further guidance below for analysis of reasonableness). In determining whether reason for denial exists, the PSH TBRA Program may obtain verification of the reasons advanced for the requested accommodation, and may also seek advice from qualified professionals on alternative methods of accommodating the individual's needs.
- b. The factors which shall be considered in determining whether a requested accommodation would create an undue financial and administrative burden on the PSH TBRA Program are: (i) the nature of the accommodation; (ii) the cost of the accommodation; (iii) the PSH TBRA Program's financial and administrative resources (or that of the community-based agency); (iv) the size of the housing program; (v) the type of unit or facilities involved; and (vi) the possibility of recouping costs from another source.
- c. In determining whether a requested accommodation would cause a fundamental alteration in the nature of the housing program, the PSH TBRA Program shall consider whether the accommodation sought would require it to conduct activities which extend beyond the scope of its primary purpose, i.e., to provide tenant-based rental subsidies to homeless households with disability and to assure that residents comply with their lease obligations, and the practical components necessary to achieve that purpose. For example, a participant's request for the PSH TBRA Program to provide child care, nursing services or other services not directly related to rental assistance would constitute a fundamental change in the nature of the program provided. If granting the requested accommodation would constitute a fundamental alteration in the housing program, the PSH TBRA Program may deny the request.
- d. The determination of whether a requested accommodation constitutes an undue financial and administrative burden or a fundamental alteration in the housing

program shall be made on an individual case basis, taking into consideration the circumstances and resources available at the time of the decision. The fact that granting an accommodation for one person could set a precedent that other requesters might follow shall not constitute a sufficient basis for determining that a particular accommodation constitutes an undue financial and administrative burden or fundamental alteration in the program.

- e. If granting a requested accommodation would create an undue financial and administrative burden, the PSH TBRA Program shall comply with the request to the extent it can do so without undergoing undue burden(s).
- f. The PSH TBRA Program must establish that any alternative accommodation it proposes, if the requestor's proposed accommodation cannot be approved under the criteria above, is effective in removing the barriers to a disabled person's equal housing opportunity. If there are several different accommodations that would be effective in meeting the need of the disabled person, the PSH TBRA Program may select the option which is most convenient and cost effective, assuming there is no significant detrimental impact on the person requesting the accommodation that directly relates to her/his disability if the PSH TBRA Program selects the alternative accommodation.
- g. If a requested accommodation is unlikely to provide the disabled individual with an equal opportunity to use and enjoy the housing, the PSH TBRA Program need not grant that accommodation.
- h. If a disabled individual's requested accommodation would, based on objective evidence, pose a direct threat to the health or safety of others or result in substantial physical damage to the property of others, the PSH TBRA Program need not grant the accommodation.
- i. Under certain circumstances, federal laws specifically exclude or exempt an individual with a disability from their protection, and thus allow the denial of admission to or termination of tenancy of an individual with a disability. One of the following conditions must apply:
  - i. The individual's tenancy would pose a direct threat to the health or safety of others, and reasonable accommodation would not eliminate that threat; or
  - ii. The individual's tenancy would result in substantial damage to the property of others, provided that a reasonable accommodation would not eliminate the threat; or
  - iii. The individual is not "otherwise qualified" because the resident does not meet the essential eligibility requirements for the program; or
  - iv. The individual has been convicted by any court of the illegal manufacture or distribution of drugs.

In order to exclude a person on the basis of threat to health or safety, it is necessary to show how the particular person living in a building would pose a direct threat or substantial risk of harm to others. Such a claim must be based on objective evidence rather than on generalized assumptions, subjective fears, and/or speculations. It should be founded on a history of actions by an applicant or resident, provided that there have not been changes in the meantime which



make it likely that such actions would not recur. Also, if a reasonable accommodation could eliminate or sufficiently reduce the risk to health or safety, that accommodation must be provided. However, if it can be shown that no reasonable accommodation is possible to lessen the risk of harm, then no accommodation is necessary. Significant past threats to property or property damage by a resident who is an individual with disability, including threats or damage which result from a person's disability, may be reason to deny admission or to terminate tenancy, provided there have been no changes which would make it likely that such actions would not recur, and there is no reasonable accommodation requested which could reduce damage to a reasonable level. This exclusion does not apply to normal wear and tear to a unit which might be expected from a resident's disability, such as the nicking of walls and door frames from a wheelchair.

### **3. Filing a Grievance**

The decision of the responsible party (or failure to make a decision within fifteen business days) that a requested modification would constitute an undue financial and administrative burden or result in a fundamental alteration of the nature of the service may be appealed through the PSH TBRA grievance process.

## **E. Accommodating Justified Absences from Assisted Housing**

### **1. Absences from Assisted Housing Unit Due to Hospitalization or Residential Treatment**

The PSH TBRA Program recognizes that participants may, from time to time, experience extended hospital stays. The PSH TBRA Program also strongly encourages participants to seek appropriate substance abuse and/or mental health treatment. The PSH TBRA Program recognizes that appropriate treatment may require participants to enter into residential substance abuse or mental health treatment.

### **2. Accommodation of Extended Absence**

PSH TBRA Program rules treat a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days as abandonment of the assisted unit and, therefore, a Class I program violation leading to immediate program termination. To accommodate persons in need of extended hospitalization or residential treatment, the PSH TBRA Program will recognize this as a justified period of absence if the participant complies with the following request for accommodation and notice requirements. Absences up to ninety (90) days can be approved.

### **3. Request for Accommodation and Notice Requirements**

#### **a. Advanced Notice**

If advanced notice is possible, participants must submit a Request for Reasonable Accommodation, with the accompanying medical verification form. The Program

shall rely upon the participant's medical or treatment provider's sworn statement regarding the duration of the justified absence.

**i. Residential Treatment with Waiting Lists**

Participants shall be required to submit the Request for Reasonable Accommodation at the same time that they are placed on a waitlist for residential treatment. The participant must notify their Housing Specialist within seventy-two (72) hours of being admitted to the residential facility in order to preserve approval of an extended absence from their assisted housing unit. The participant must also consent to exchange information between the participant's Housing Specialist and residential treatment program in order to protect the participant's continued housing assistance.

**b. Emergency Hospitalizations or Residential Treatment Admissions**

If advanced notice is not possible due to emergency hospitalizations or residential treatment admissions, the participant must submit the Request for Reasonable Accommodation no later than the fifteen (15<sup>th</sup>) day of the participant's absence from the assisted housing unit.

**c. Landlord Notification and Adjustments to Participant's Share of the Rent**

- i. The participant must also notify the landlord of the approved absence and continue to pay his or her portion of the rent while absent to ensure that the landlord does not move to evict on the basis of abandonment.
- ii. If the participant anticipates a change in income due to treatment (i.e. treatment program fees), the participant may ask, as a reasonable accommodation, for an adjustment to program rent during the period of treatment. The program will require documentation of fees from the treatment facility.

### **III. Landlords and Fair Housing**

**A. Fair Housing Practices**

Most if not all landlords renting units to PSH TBRA participants are also subject to fair housing requirements. The participant may be threatened with eviction for disability-related issues that could be resolved through reasonable accommodation. For example, a prohibition against pets may be overcome by the need to accommodate a participant's reliance on an animal for assistance with daily living activities. Proposed eviction on the basis that a participant's housekeeping or personal hygiene practices pose a threat to the health, safety or right of peaceful enjoyment of others also may be a violation of the disability laws if the landlord refuses to accept home-based services as a reasonable response to the situation.

**B. Responding to Discrimination on the Basis of Disability**

A Housing Navigator or Specialist can respond as follows:

1. Advocate for reasonable accommodation if warranted. If efforts to ensure reasonable accommodation by the landlord become futile and eviction proceeds, assist the participant in relocating while the participant pursues legal recourse against the landlord.
2. Refer the participant for legal assistance if evicted, or threatened with eviction by the landlord; and notify the Homeless Trust and the RentConnect Program of landlords who demonstrate discriminatory practices.

## **IV. Confidentiality**

### **A. HMIS Data**

The Homeless Trust's CoC HMIS Policies and Procedures and HMIS Data Quality Standards govern data usage for all CoC HMIS users and user agencies and are designed to better protect the confidentiality of all personal information entered into the HMIS while identifying the reasonable, responsible, and limited uses and disclosures of data, which comply with federal regulations set by the U.S. Department of Housing and Urban Development (HUD). The CoC HMIS Policies and Procedures and HMIS Data Quality Standards are incorporated herein by reference. The policies and procedures include:

- Any individual or family who agrees to participate in the CE process is asked to sign a consent form before proceeding with the assessment. The consent form informs individuals that assessment information will be shared with housing and service providers through a HIPAA compliant secure database (HMIS) so that s/he does not need to complete the assessment multiple times. Individuals and family members are also informed that they may be removed from the database at any time in writing or by completing a Participant Revocation of Consent to Provide and Disclose Information form.
- CoC prohibits denying services to participants if the participant refuses to allow their data to be share unless Federal statute requires collection, use, storage, and reporting of a participant's personally identifiable information (PII) as a condition of program participation. Households that do not sign the consent are entered into HMIS using only an identifier number.
- Persons cannot be required to disclose specific disabilities or diagnoses during the assessment. Disability type HMIS assessment questions are locked from mass visibility.
- A victim services provider (defined by VAWA) is prohibited from entering participant-level data into an HMIS.

### **B. Best Practices in Protecting Participant Privacy and Confidentiality**

PSH Providers are obligated to adopt best practices to protect participant privacy and confidentiality. Such practices include, but not limited to:

- Participant information should not be visible or accessible to program staff persons without a need to know or to any other persons.

- Participant records under the control of PSH Providers should be maintained in a central, secured filing room with controlled access. During working hours, primary or secondary participant files shall be stored in a locked drawer or cabinet when no staff person is present.
- A participant file, or materials intended for a participant's case record, shall never be left on a desk, even with the door locked, when there is no staff person in the office.
- Personal participant concerns shall not be discussed when other persons may overhear the conversation.

### **C. State and/or Federal Laws**

State and/or federal laws also govern confidentiality of participant information, particularly health data and medical status (HIV). PSH Providers must be familiar with and comply with such laws, particularly disclosure of confidential participant information to third parties and electronic storage of data.

### **V. Violence Against Women Act (VAWA)**

Under the 2013 reauthorization of the Violence Against Women Act (VAWA) and Miami-Dade County Resolution No. R-644-12, the Homeless Trust, as lead agency for the Miami-Dade Continuum of Care (CoC), adopted policies to include provisions for protection of victims of domestic violence, dating violence, sexual assault, sexual battery or stalking, regardless of sex, gender identity, gender expression or actual or perceived sexual orientation.

These policies and procedures apply to the PSH TBRA Program and are incorporated by reference and can be found in **Attachment D**.

## Critical Time Intervention (CTI)<sup>1</sup>

The practice of CTI is recommended for the delivery of housing navigation, placement and stabilization.

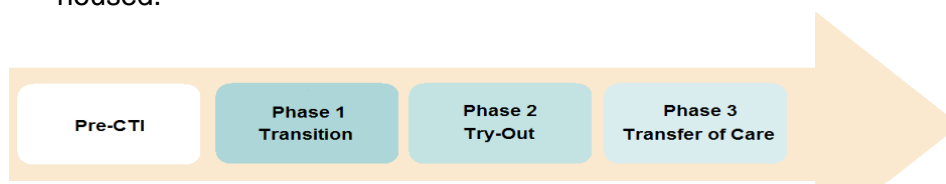
### A. Phasing, Focus of Assessment and Services and CTI Outcomes

CTI is participant-centered, participant-directed and focused on the participant's strengths, not deficits.

At any time the participant desires supportive services, the case manager or housing specialist shall promptly assist the participant in accessing such services: medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living

#### 1. Phases of CTI

- Focused on Housing Retention and Life Goals
- Time-limited (generally 9 months, but not more than 12 months)
- Three 3-month phases of decreasing intensity that begin when the person is housed.



PHASE	1. TRANSITION	2. TRY-OUT	3. TRANSFER OF CARE
Timing	Months 1-3	Months 4-7	Months 8-9
Purpose	Provide specialized support and implement transition plan.	Facilitate and test participant's problem-solving skills.	Terminate CTI services with support network safely in place.
Activities	<ul style="list-style-type: none"> <li>• CTI worker makes home visits</li> <li>• Accompanies participants to community providers</li> <li>• Meets with caregivers</li> <li>• Substitutes for caregivers when necessary</li> <li>• Gives support and advice to participant and caregivers</li> <li>• Mediates conflicts between participant and caregiver</li> <li>• Support participant's transition/adjustment to</li> </ul>	<ul style="list-style-type: none"> <li>• CTI worker observes operation of support network</li> <li>• Helps to modify network as necessary</li> <li>• Monitors for issues impacting participant's compliance with tenancy obligations</li> <li>• Works with participant to increase decision-making and problem-solving skills to ensure</li> </ul>	<ul style="list-style-type: none"> <li>• CTI worker reaffirms roles of support network members</li> <li>• Develops and begins to set in motion plans for long-term goals (e.g. employment, education, family reunification)</li> <li>• Celebrates accomplishments</li> <li>• Holds care plan meeting to transfer to</li> </ul>

This part is based on training and presentation material as follows: Critical Time Intervention Advanced, Housing Innovations (Houston, TX June 2014), Critical Time Intervention: Evidenced-Based Practice Moving Us Closer to Zero: 2016, Supportive Housing Works, and Critical Time Intervention, Downtown Women's Center, Los Angeles.

	<p>their new home, including strengthening life skills.</p> <ul style="list-style-type: none"> <li>• Monitors for housing issues interfering with tenancy obligations</li> <li>• Works with participant to problem-solve, identifying solutions to issues interfering with tenancy obligations.</li> </ul>	<p>tenancy obligations are met.</p>	<p>light touch care management.</p>
--	--	-------------------------------------	-------------------------------------

## B. Pre-CTI

Pre-CTI commences prior to housing placement and takes place from program acceptance through housing navigation.

### 1. Activities of Pre-CTI

- Develop Trust
- Informal Assessment (current supports in place, needs, barriers)
- Housing Selection and Planning
- Tenant Readiness Training

### 2. Housing Assistance Plan

A participant Housing Stability Plan (HSP) may be initiated prior to CTI or the participant must be assisted to develop a HSP to assess issues and barriers to their own housing stability and assist the participant in developing a plan to identify their own goals to enhance their own housing stability directly related to their Core Obligations listed above. The HSP should be developed no later than 21 days from the PSH referral.

- a. If the participant desires supportive services as listed below, the case manager or housing specialist shall promptly assist the participant in accessing such services: medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living;
- b. The case manager or housing specialist will also work with the participant to secure government and private benefits and financial assistance including, but not limited to Medicaid; SNAP; WIC; unemployment; SSDI/SSI, Food Stamps) for which the participant is entitled.
- c. Frequency and locations of engagement (including home visits) shall be established specific to the needs of the participant and governed by the strength-based, participant-centered case management CTI methodologies employed by the PSH Provider.

### **3. Goals of Pre-CTI**

- Move into housing
- Plan is in place to maintain housing and role of CTI worker defined
- Person has at least two services and at least one support identified in the community
- Appointment or plan is in place to meet with resources
- Release of information complete
- Had meeting with landlord/managing agent and on-site team if applicable

### **C. Pre-CTI**

#### **1. Focus on Core Obligations to Keep Housing**

- Timely rent payment
  - Following rules re visitors, noise etc.
  - Keeping unit healthy and safe
  - Only allowing those on lease to live there
  - Other lease requirements
- AND
- Access to care and supports
  - Lots of focus on linkages and making them work
  - Think about natural supports

The housing stability plan should only focus on three tenant driven goals at a time to address any threat(s) to the Participant's Core Obligations.

#### **2. Successful Outcomes for Participants**

- Maintain housing
- Increase income
- Network of supports in place and working
- Less emergency interventions: ER visits, hospitalization, incarceration, removal of children
- Structure and purpose in each person's life

#### **3. Areas for Assessment and Service Planning**

- Housing stability barriers/housing crisis prevention
- Income and financial literacy/money management
- Life skills training
- Family, friends and other supports
- Psychiatric and substance abuse issues
- Health and medical issues

## D. CTI in Depth

CTI tools (i.e. assessment, housing plan) can be found in the Exhibits.

### 1. Phase 1 – Transition to Housing & Community

#### a. Phase 1 Activities

- Assessment of new needs and resources
  - Review assessment and revise based on current housing and lease compliance. Identify resources needed. Focus on community support, role and activity, including school enrollment for children.
- Housing planning revision
  - Review plan and revise based on priority area, immediate needs and current resources.
- Assistance in making linkages: meeting with the staff person and the resources if necessary
  - Refine communication structures with landlord, services and other supports
- Skill-building for community resources
  - Provide education about rights, responsibilities, and expectations; model negotiation skills

#### b. Key Elements

- Set landlord communication structure
- Focus on eviction prevention and use structure of lease to guide interventions
- Work with landlords to:
  - Apply assertive approach based on enforcement of tenant obligations
  - Coordinate interventions
  - Services may be accepted if issue(s) threaten their housing
- Provide CTI services in the home and the community
- Ongoing assessments of housing barriers/issues to prevent housing loss
- Connect with other mainstream and community-based services – benefits, services and treatment resources
- Connect with natural supports (friends, family, spiritual community)
- Assist each person to develop structure and purpose in life.

#### c. Changing Expectations

- Moving from crisis to planning
  - *May be from immediate to 15 minutes from now*
- Critical thinking
  - *Using strategies and resources that work best for each person*
- Structure and purpose
  - *Developing a structure and purpose to days that are different from when homeless*
- Developing new or changed roles
  - *From homeless person to tenant, parent, worker, advocate*



**d. Phase 1 Goals**

- Less crisis
- Person has something to do during the day
- Connections in the community in place
  - Good communication with services, supports, housing
  - Person able to access the supports set up independently
  - Residents actively engaged in evaluating services, supports and housing
- At least half of support and services are happening in the community
- Crisis has decreased
- Supports are identified to address housing issues: rent, maintaining apartment and getting along with neighbors

**2. Phase 2 – Try-Out or Practicing Phase**

**a. Phase 2 Activities**

- Solidifying Linkages to Community Resources
  - This might include: legal assistance, religious/spiritual, community treatment and support options
- Promote independent living skills
  - Ensure income in place, financial management, tenancy obligations, schedule and role
- Ensure communication support systems
- Regular meetings/communication to monitor progress and connections
- Developing longer term plan
  - Look at non-immediate needs such as education planning, career goals, long term housing plans

**b. Key Elements**

- Focus on recovery (as defined by participant)
  - Goal setting
  - Connection to high quality sustainable services and supports
  - Empowerment
- Focus on long-term stability
  - Use lease to structure work
  - Roles and expectations
  - Not symptom or crisis-based services
  - Goal includes sustainability as opposed to acute interventions
- Strong expectation that person becomes integral part of community
  - Consider purpose and activity as part of life in housing
  - Role and transition from “homeless” to “housed”

**c. Phase 2 Goals**

- Crisis stabilized and person has a plan for immediate needs
- Plan in place and resources to address barriers to housing retention as they come up
- Person gets at least 75% of direct services from community (can be on-site team, ICM etc.) services and supports
- Regular communication with resources

### **3. Phase 3 - Step-Down/Transferring Care and CTI Termination**

#### **a. Phase 3 Activities**

- Fine Tuning Linkages
- Higher Level Skills training
  - Focus on Negotiating Skills
- Plan to address housing risks as they arise
- Step down and let go- having other linkages take primary role
  - Ensure needs are met, develop adjust linkages if needed
  - Assess worker role going forward
  - Develop formal plan with household and Linkages

#### **b. Phase 3 Goals**

1. Tenant has sound services in the community and initiates contact
2. Tenant has at least 2 supports in the community and initiates contact
3. Crisis has decreased and a plan is in place
4. Tenant has identified more long term goals
5. Tenant will step down or transition services