

MIAMI-DADE CoC PERMANENT SUPPORTIVE HOUSING (PSH) PROJECT-BASED RENTAL ASSISTANCE GUIDELINES

Description of Program

These policies are limited to the CoC PBRA programs that do not get financial assistance from Public Housing Authorities and are not meant to override PBRA policies established by local Housing Authorities for their subsidies. Miami-Dade County's Continuum of Care (CoC) receives funding from the Department of Housing and Urban Development (HUD) to operate programs serving individuals and families in Miami-Dade County who are experiencing homelessness. Households are referred to permanent housing subsidies either leveraged from one of four local housing authorities, or as part of the Permanent Supportive Housing program administered by the CoC. Persons are referred to permanent housing based on [Orders of Priority for Referral](#) established by the CoC. The Miami-Dade County's CoC offers both Tenant-Based Rental Assistance "TBRA" (i.e. scattered site) and Project-Based Rental Assistance "PBRA" (i.e. single site) housing options. Policies governing [Permanent Supportive Housing Tenant Based Rental Assistance](#) can be found on the *Providers* tab of the Homeless Trust website under the *Policies and Procedures* tab. The PSH program offers long-term rent subsidy to people experiencing homelessness whose household includes someone with a disability. For programs prioritizing people who meet HUD's Chronic Homeless definition, the head of household must be disabled. Households may only access PSH through the Miami-Dade CoC's Coordinated Entry Process in accordance with the Miami-Dade CoC's Orders of Priority. This guideline is limited to the operations of PBRA PSH and is not a comprehensive guide to PSH. PSH providers are encouraged to read the Permanent Supportive Housing Tenant-Based Rental Assistance policy to understand Housing First, housing navigation, referral priorities, program and documentation requirements.

Permanent Supportive Housing

Permanent Supportive Housing includes the notion of rights and responsibilities of tenancy. In Permanent Supportive Housing, tenants are tenants, not residents of a program or consumers of an agency. A functional separation exists between housing and service provision. Permanent Supportive Housing must exemplify the best models of compliance with civil rights and fair housing principles, including making reasonable accommodations where necessary.

Separation of Housing and Services

Although Permanent Supportive Housing projects in a TBRA setting provide housing subsidy and supportive services to eligible participants, there is functional separation of housing management functions from provision of supportive services. Supportive services staff provide case management services focused on tenant well-being, lease compliance, and successful maintenance of housing in accordance with obligations detailed in lease, program agreements (if applicable), house rules (if applicable), neighborhood agreements (if applicable), and housing association agreements (if applicable). Property management staff and project owners are exclusively focused on building management and housing management as detailed in the tenant's lease agreement.

Project-Based Rental Assistance

Some Housing Choice Vouchers are “tenant-based”, meaning people can use them to rent any private apartment that meets program guidelines. Project-Based Rental Assistance (PBRA), in contrast, is attached to a specific unit whose owner contracts with the Continuum of Care or Public Housing Agency to rent the unit to families and individuals with low incomes. Owners provide direct support services to tenants, and sometimes contract with a property management agency to screen referrals for eligibility and manage the facilities.

Households in units with PBRA contribute 30 percent of their income for rent after a utility allowance is assessed; the PBRA pays the difference between the tenant contribution and the unit’s total rent and utility costs.

Tenants in units assisted with PBRA generally do not have the right to move out of the assisted unit and keep their rental assistance subsidy. If assisted tenants move out of the unit they give up their rental assistance.

Rent Reasonableness

Leasing or rental assistance funds in these programs must comply with rent reasonableness as referenced by 24 CFR 578.49 and 24 CFR 578.51. The rent reasonableness standard is designed to ensure that program rents being paid are reasonable in relation to rents being charged for comparable unassisted units in the same market.

The determination of rent reasonableness must be documented. Providers or the Trust may use a rent reasonableness software or document it on the Rent Reasonableness Certification Form. When using the Form, providers shall record a comparison of no less than three unassisted units in the same general location of the selected unit.

The Homeless Trust conducts a rent reasonableness analysis for legacy Shelter Plus Care programs where we pay the rent directly. Properties that invoice the Homeless Trust for rent, as part of their reimbursement request, conduct their own rent reasonable analysis.

Rent Increases

Rent increases in a PBRA project apply to all similar units (similar in bedroom size and amenities) across the project.

Rent increases require Homeless Trust’s written approval. The Homeless Trust may limit and/or deny rent increase requests due to funding availability or other restrictions.

Rent Calculation

The participant’s contribution toward rent is based on a percentage of their monthly adjusted income in accordance with 24 CFR 5.609 and 24 CFR 5.611(a). The participant is required to contribute 30% of adjusted income toward rent and utilities. The PSH PBRA Program does not have minimum income requirements. However, independent verification of household income, assets and income inclusions and exclusions (including utility allowances) are required to determine the applicant’s share of the rent. As a condition of participation in the PBRA program, applicants must supply such certification, release, information, or documentation as deemed necessary for independent

verification. Third party documentation must be kept on file.

Participants are afforded utility allowance(s) for utilities that they are responsible for paying directly (i.e. not included in the rent under the lease). After determining the participant's share of the rent, utility allowances, based on PHCD's annual utility allowance schedule, are deducted from the participant's share of rent. After the allowances are deducted and the household's share of the rent determined, the remainder of the rent amount will be paid by the PBRA Program.

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 annual utility allowance schedule for rent voucher assistance.

PHCD produces three Utility Allowance Schedules based on housing type: (i) Duplex, Attached, Apartment with 2-4 units, Garden Apartment; (ii) Apartments with 5+ Units; High Rise; and (iii) Single Family Detached. PHCD issues a separate set of Utility Allowance Schedules specifically for units located in Homestead.

PSH programs 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 PBRA 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 inspection and can result in termination of assistance due to inspection non-compliance. Housing support staff may periodically request proof of utility payments if non-payment has become a concern. Housing support staff must work with client to better understand underlying reasons for client's failure to pay utilities and assist the client in identifying steps to take to ensure utility payments are made, which must be incorporated into the client's Housing Stability Plan.

Example 1:

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

Example 2:

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

Housing Standards, NSPIRE (National Standards for Physical Inspection of Real Estate)

All units paid for with CoC rental assistance funds must meet certain basic Housing Quality Standards (HQS), or after October 1, 2025 [NSPIRE standards](#), prior to expending CoC funds on that unit.

HQS defined minimum quality housing standards based on key aspects of the physical unit and its location. NSPIRE shifts the inspection and compliance focus to resident health and safety measures while addressing the increase in multifamily properties and tenant and project-based vouchers. NSPIRE includes 3 inspection types: **Annual Self-Inspection**, **Critical-to-Quality**, and **Critical-to-Quality Plus**; and 3 inspection areas: **(1) Outside**, **(2) Inside**, and **(3) Unit**.

During an NSPIRE inspection, a rating system will be used that includes four categories, each with a designated response time: (1) life-threatening (24 hours), (2) severe (24 hours or 30 days), (3) moderate (30 days), and (4) low (60 days). A score will be calculated based on the number of deficiencies in each of the four categories found in each of the three inspectable areas. The score will be on a scale of 0-100 and a fail will be a score of 59 or less. If a property loses more than 30 points in the units alone, it will be an automatic fail. The scoring system is outlined in a notice published by [HUD on July 7, 2023](#). All units must additionally meet state and local codes.

Units assisted with project based rental assistance must meet HUD's housing quality standards (HQS) through September 30, 2024. On October 1, 2025 the NSPIRE standards go into effect.

NSPIRE Inspection Process

Lease-Up Inspection

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

Participants must be informed that the Program will not pay rent subsidy towards, a unit that has not been approved in advance and in writing by the PSH PBRA 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 NSPIRE 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 NSPIRE request.
- b. PHCD will inspect the unit and document the results on the NSPIRE Inspection Form. 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 NSPIRE Deficiencies). PHCD must also provide the Trust with the Notice of NSPIRE Deficiencies, who will forward it to the participant's assigned housing navigator/specialist or case manager (as applicable). Once all of the NSPIRE standards are met, PHCD (or Direct Payment RA Program Inspector, as the case may be) will issue a NSPIRE Compliance Certification.
- c. To facilitate housing placements as soon as possible, the Homeless Trust has adopted a local policy to shorten the period of time in which to make repairs after a filed initial

inspection and to reject units if repairs are not made within such time period.

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 NSPIRE 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. PCHD will notify the landlord in writing that the unit has been rejected and that the program participant will be seeking another unit.

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 recertification and be scheduled ninety days in advance of the household's certification anniversary date. See Subsection 6 below regarding time provided to make repairs and abatement processes in event that repairs are not timely made.

Complaint Inspection

An NSPIRE 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 and is potentially life-threatening, the inspection must take place immediately and no more than 24 hours of request for the inspection.

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.

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 certified inspector. 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 dispute inspection.

Annual Inspections: Timely Repair, Rent Subsidy Abatement and Termination for NSPIRE Non-Compliance

a. Timely Repair

The owner is responsible for curing all NSPIRE deficiencies within 30 days of written notice. However, if PHCD or CoC Program, in its sole discretion, determines that the NSPIRE violation(s) constitutes an emergency situation and is life threatening, the landlord must cure the NSPIRE 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 NSPIRE deficiencies.

b. Notice of NSPIRE Deficiencies and Abatement

If the inspection finds that the unit is not in compliance with NSPIRE, the owner and Housing Specialist shall be informed by PHCD or CoC Program through a written Notice of NSPIRE 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 NSPIRE within the time frame set out on the NSPIRE 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.

Lead-Based Paint Requirement (24 CFR Part 35)

CoC recipients and subrecipients are expected to screen for, [disclose](#) the existence of and take reasonable precautions regarding the presence of lead-based paint in leased or assisted units constructed prior to 1978.

To learn how to identify lead-based paint, the types of deterioration and how to repair the problem, please complete HUD's [Lead Based Paint Visual Assessment Training Course](#).

Tenant Selection Plan (TSP)

Owners must develop and make public written tenant selection policies and procedures that include descriptions of the eligibility requirements and income limits for admission. The TSP must include any preferences in place, including any elderly preferences, for the admission of tenants. The preference must cite the supporting documentation to ensure nondiscrimination in the selection of tenants. The contents of the TSP must also be consistent with the purpose of improving housing opportunities and be reasonably related to program eligibility and an applicant's ability to perform the obligations of the lease.

Owners must also include a description of any preference in use at the property. This includes the preferences authorized at 24 CFR 5.655(c)(5) (which do not require HUD approval) and any preferences other than those listed in 24 CFR 5.655(c)(5) that have been approved by HUD (e.g. elderly families, near-elderly single persons, near-elderly families), as required under Notice H 2013-21, Section V.b.

Owners must inform all applicants about available preferences and give all applicants an opportunity to show that they qualify for available preferences. This notification to applicants must be made when a new preference is implemented. A TSP is not submitted to HUD for approval but is reviewed as part of the ongoing monitoring of the project.

Program Eligibility

PSH PBRA is limited to homeless households headed by a person with disability(ies). Households may only access PSH PBRA 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. Eligible program participants must contribute 30% of their monthly-adjusted income toward rent. When the Homeless Trust pays the rent directly to a property manager as part of the legacy Shelter Plus Care (SPC) program, household members must have citizenship or lawful immigration status to receive assistance. The SPC 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. Nonprofit, charitable organizations who include the cost of rental assistance in their reimbursement requests are not required to verify citizenship or lawful status.

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 and may require adjustment following annual and interim certifications.

In addition to timely certifications, move-ins must occur within the time permitted under the Program's move-in procedures.

Eligibility Determinations and Income Certifications

1. Program Eligibility Determination and Initial Income Certification

At the time that an applicant is referred to PSH, 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 inspection 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.

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 (10th) 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.

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 PBRA 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.

Initial Certification - Determination of Eligibility

1. When a PRBA 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 2 business days.
2. Upon referral to a PSH Provider, the participant's eligibility must be determined within five working days. If the household is eligible, housing navigation by 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. PBRA assistance may only be provided after a Move-In Authorization has been issued.

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 PBRA 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 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, until 9/30/25 (NSPIRE effective 10/1/25) 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.

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
Package Cover	<ul style="list-style-type: none"> ▪ Package Cover Sheet/Checklist Provider Certification of Eligibility and Income Certification 	Y	Y	Y
Participant Eligibility Documentation	<ul style="list-style-type: none"> ▪ Verification of Homelessness 	Y	N	N
	<ul style="list-style-type: none"> ▪ Disability Verification Form 	Y	N	N
	<ul style="list-style-type: none"> ▪ Photo Identification 	Y	N	N
	<ul style="list-style-type: none"> ▪ Declaration of Citizenship/Non-Citizenship Form with required documentation for each household member if applicable (see Part 5, Article II.A.4. and B.4.) 	Y	N	N
	<ul style="list-style-type: none"> ▪ Documentation of Legal Custody of Minor(s) if applicable. 			
	<ul style="list-style-type: none"> ▪ Applying for HUD Housing Assistance Notification (HUD Form 1141) 	Y	Y	Y
	<ul style="list-style-type: none"> ▪ Authorization for Release if Information (HUD Form 9886) 	Y	Y	Y
	<ul style="list-style-type: none"> ▪ Supplement to Application for Federally-Assisted Housing (HUD Form 92006) 	Y	Y	Y
	<ul style="list-style-type: none"> ▪ Acknowledgment of Participant Rights & Responsibilities 	Y	Y	N
	<ul style="list-style-type: none"> ▪ Radon Notice 	Y	If recertification includes a move.	
Household Adjusted Income & Rent Obligation Calculations	<ul style="list-style-type: none"> ▪ Tenant Income Calculation and Rent Determination Excel Worksheet. 	Y	Y	Y
	<ul style="list-style-type: none"> ▪ Income supporting documentation (generated by tenant and household members) 	Y	Y	Y
	<ul style="list-style-type: none"> ▪ Affidavit of No Income 	If applicable	If applicable	If applicable
	<ul style="list-style-type: none"> ▪ Affidavit of Non-Employment 	If applicable	If applicable	If applicable
	<ul style="list-style-type: none"> ▪ Third Party Contribution Certification 	If applicable	If applicable	If applicable
Unit Housing Standards	<ul style="list-style-type: none"> ▪ HQS/NSPIRE Compliance Verification 	Y	Y	N
	<ul style="list-style-type: none"> ▪ Rent Reasonableness Certification Form (generated by PHCD or Direct RA Provider). 	Y	If increase in asking rent or If a move	N
Lease-Up Documents Forms are also required anytime program is informed of change in ownership)	<ul style="list-style-type: none"> ▪ PSH Landlord Rental Assistance Agreement. 	Y	Y	N
	<ul style="list-style-type: none"> ▪ PSH Lease Addendum. 	Y	Y	Y
	<ul style="list-style-type: none"> ▪ Landlord Excess Payment Notice (Informational only: to be provided to landlord; does not need to be included in certification package) 			
	<ul style="list-style-type: none"> ▪ Landlord/Tenant and Housing Specialist/Case Manager Agreement. 	Y	Y	N
	<ul style="list-style-type: none"> ▪ 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
	<ul style="list-style-type: none"> ▪ Lead-Based Paint Owner Disclosure Form. 	Y	If recertification includes a move.	N
	<ul style="list-style-type: none"> ▪ Notice or Request to Move 	N	Y (If participant intends to move at	N

			end of lease term or a request to move prior to end of current lease term for special circumstances)	
Property Ownership/ Vendor/Payee Documentation Forms are also required anytime program is informed of change in ownership or party authorized to receive rent payments	<ul style="list-style-type: none"> ▪ All required forms required by the CoC 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.

Client Handbook and Search Tools	<ul style="list-style-type: none"> ▪ CoC Participant Handbook, including: <ul style="list-style-type: none"> ▪ VAWA Notices and Forms designated under VAWA Policies and Procedures. ▪ HUD “Fair Housing – Its Your Right” ▪ HUD Look Out for Lead Notice ▪ HUD Protect Your Family from Lead Booklet
	<ul style="list-style-type: none"> ▪ Housing Search Tools: <ul style="list-style-type: none"> ▪ Housing Search Worksheet ▪ Housing Conditions Checklist ▪ Apartment Comparison Worksheet ▪ What Does My Lease Say ▪ Request for Housing Search Extension
Trust Move-In Authorization	<ul style="list-style-type: none"> ▪ Move-In Authorization (issued solely by the Trust)
Participant Notices	▪ 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
	▪ Notice of Survivorship Rights in Event of Incarceration or Institutionalization
Requests for Accommodation	▪ CoC Request for Accommodation
	▪ CoC Request For Accommodation – Residential Care or Hospitalization
	▪ Request for and Proof of Live-in-Aide Status
Requests to Move or Add Roommates	▪ Request to Move
	▪ Request to Add Roommate
Early Lease Termination	▪ Mutual Early Termination of Lease Agreement
HUD Documents Grant	▪ CENST Form (Section 58.5 Exclusion) to be completed by the Trust for each RA Grant

Lease Agreement and Other Required Documents

All CoC program participants must have a lease. The lease must be signed by both the owner (or designee) and all adult household members on or before the program enrollment effective date. Tenants must also be provided with all attachments listed in the lease. If the owner/operator has established property rules for effective management of the property, those property's house rules must be provided to the program participant at the time the lease is signed.

Required Documents to Provide to Tenants

This list is not meant to substitute the required forms provided in the annual subrecipient agreement.

1. Initial Certification form HUD-50058 (Homeless Trust)
2. Lease
3. Move-in/Unit Inspection Report
4. Form HUD-91067 VAWA Addendum
5. PSH Project Policies and Procedures
6. Pet Rules (if applicable)
7. Lead-based Paint Disclosure (if applicable)
8. HUD-approved Live-in Aide Addendum

9. Initial Notice of Recertification
10. Form HUD-9886

PSH Project Rules

PSH operators must follow Housing First principles. In doing so, they must adhere to the resident rights and participation requirements. If PSH operators develop additional house rules for a property beyond these resident rights, the rules must be consistent with HUD requirements for operating HUD subsidized projects, must be reasonable, and must not create additional barriers to housing or infringe on tenants' civil rights. Developing a set of house rules is a prudent practice. By identifying both allowable and prohibited activities in housing units and common areas, owners provide a structure for treating tenants equitably and for making sure that tenants treat each other with consideration. House rules are also beneficial in keeping the properties safe and clean and making them more appealing and livable for the tenants. House rules are an attachment to the lease, but do not replace the lease. House rules must not create a disparate impact on tenants based on race, color, national origin, religion, sex, disability, or familial status. Further information on house rules is found at HUD Handbook 4350.3 REV-1, paragraph 6-9.

Physical Inspections of Units

In accordance with 24 CFR Part 5, Subpart G, and 24 CFR Part 200, Subpart P, HUD housing must be maintained in decent, safe, sanitary condition, and in good repair at all times. Any housing receiving HUD assistance must be maintained in a manner that meets the physical condition standards set forth in the regulations at 24 CFR Part 5 Subpart G, Section 5.703.

Definition of Supportive Services

The supportive service provider will provide intensive voluntary Case Management to participants. In practice, this can look different for each participant. Ultimately, Support Services are restricted to the HUD approved activities outlined below. While all the activities listed below are allowed, sub-recipients may only budget for, and therefore may only request reimbursement for, those activities selected in their proposal and contract.

(1) **Annual Assessment of Service Needs.** The costs of the assessment required by § 578.53(a)(2) are eligible costs.

(2) **Assistance with moving costs.** Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.

(3) **Case management.** The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of:

- (i) Counseling;
- (ii) Developing, securing, and coordinating services;
- (iii) Using the centralized or coordinated assessment system as required under § 578.23(c)(9).
- (iv) Obtaining federal, State, and local benefits;
- (v) Monitoring and evaluating program participant progress;
- (vi) Providing information and referrals to other providers;
- (vii) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- (viii) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

(4) **Child care.** The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.

- (i) The children must be under the age of 13, unless they are disabled children.
- (ii) Disabled children must be under the age of 18.
- (iii) The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

(5) **Education services.** The costs of improving knowledge and basic educational skills are eligible.

- (i) Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
- (ii) Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.

(6) **Employment assistance and job training.** The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or 6 increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.

- (i) Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
- (ii) Services that assist individuals in securing employment consist of:
 - (A) Employment screening, assessment, or testing;
 - (B) Structured job skills and job-seeking skills;
 - (C) Special training and tutoring, including literacy training and prevocational training;
 - (D) Books and instructional material;

- (E) Counseling or job coaching; and
- (F) Referral to community resources.

(7) **Food.** The cost of providing meals or groceries to program participants is eligible.

(8) **Housing search and counseling services.** Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.

- (i) Component services or activities are tenant counseling; assisting individuals and families to understand leases; securing utilities; and making moving arrangements.
- (ii) Other eligible costs are:
 - (A) Mediation with property owners and landlords on behalf of eligible program participants.
 - (B) Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and

(9) **Legal services.** Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.

- (i) Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the resolution of outstanding criminal warrants.
- (ii) Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
- (iii) Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the sub recipient's employees' salaries and other costs necessary to perform the services.
- (iv) Legal services for immigration and citizenship matters and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.

(10) **Life skills training.** The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

(11) **Mental health services.** Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems. 7

(12) **Outpatient health services.** Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:

- (i) Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;
- (ii) Assisting individuals to understand their health needs;
- (iii) Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;
- (iv) Preventive medical care and health maintenance services, including in home health services and emergency medical services;
- (v) Provision of appropriate medication;
- (vi) Providing follow-up services; and
- (vii) Preventive and non-cosmetic dental care.

(13) **Outreach services.** The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible. (i) Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach. (ii) Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and 85 publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.

(14) **Substance abuse treatment services.** The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.

(15) **Transportation.** Eligible costs are:

(i) The costs of program participant's travel on public transportation or in a vehicle provided by the recipient or subrecipient to and from medical care, employment, child care, or other services eligible under this section.

(ii) Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;

(iii) The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;

(iv) The cost of gas, insurance, taxes, and maintenance for the vehicle;

(v) The costs of recipient or subrecipient staff to accompany or assist program participants to utilize public transportation; and

(vi) If public transportation options are not sufficient within the area, the recipient may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:

(A) Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);

(B) Payments for car repairs or maintenance must be paid by the recipient or subrecipient directly to the third party that repairs or maintains the car; and

(C) The recipients or subrecipients may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.

(16) **Utility deposits.** This form of assistance consists of paying for utility deposits. Utility deposits must be a onetime fee, paid to utility companies.

Absence from Program Assisted Unit

1. The PBRA PSH of Miami rental assistance payments on behalf of a participant will continue if the participant is institutionalized. If this occurs, the project shall re-calculate the tenant rent to \$0. The project provides for up to 90 days of leasing assistance while the participant is institutionalized. For the purposes of this policy, local jails are considered an institution.

2. If the household members are absent from the unit for over 30 days for personal reasons, the program participant may request, and the project may approve the absence. If the absence continues for more than 90 consecutive days without contact, the project must terminate the participant from the program. The project shall make a final decision regarding termination of program participation. For the purposes of this policy, absence from the unit means:

Institutions

- a. If the participant is in an institution, the case manager or program manager will document the date the participant was admitted into the institution, or if not attainable the absence was discovered as the participant's first of 90 days.
- b. The participant will be notified if appropriate, as to the intent of the project's intent to terminate services.
- c. c. Appropriate support services will be arranged as possible and documented in the HMIS case notes.

Abandonment

In some instances, a program participant may not return to their unit for a variety of reasons. In that scenario,

- a. The Case Manager will document their attempts to locate the participant, generally starting with hospitals, jails, medical examiner. In that order.
- b. If the above does not work to locate a participant, the Case Manager will reach out to the Program Manager, and to the participant's Emergency Contact.
- c. The Program Manager will send a certified letter to the participant's mailing address requesting a response, indicating the date the participant would eclipse 90 days missing and the intent of the PBRA project to terminate services on the 91st day.
- d. The 90 days starts the day the Participant was discovered missing if the Program Manager is unable to establish the last day of contact.

Discrimination

PBRA programs must comply with the CoC's [Grievance Standards for SSO & PH](#).

Right to File a Complaint

An Applicant or participant who believes that they have been discriminated against on the basis of disability has the right to file a complaint under the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504) under the project's Grievance Policy. The project PSH program management will review and investigate (if necessary) all complaints, and must submit an incident report to the Homeless Trust for any allegations of staff on tenant discrimination. Any person whose requests for accommodations are not fully granted the project shall be informed of their right to file a complaint or grievance. Individuals who believe they have been discriminated against on the basis of disability (including failure to provide reasonable accommodations), race, national origin (including the failure to provide access to services to people with limited English proficiency) may also file a complaint with the Homeless Trust and/or the Miami HUD field office.

Termination Policy

In general, the CoC expects the PSH project to make every effort to maintain leasing assistance with the participant. However, there are circumstances in which there may be a need for some type of termination – either from the unit or from the PSH program itself.

Pursuant to 24 CFR 578.91 (b)(1) the PSH project may terminate assistance to a program participant who violates program requirements or conditions of occupancy. Termination under this section does not bar the PSH project from providing further assistance at a later date to the same individual.

Below is the PSH's policy on different types of terminations for a variety of reasons.

Appeal Policy

Appeal of Program Termination

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.

Termination

A. Due Process Requirements In General

The federal regulations which govern the PBRA 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 PBRA 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 PBRA terminates immediately upon the participant's death or incarceration or institutionalization for more than 90 days.

E. Terminations Precluding Re-Admission for PSH

Participants terminated from the PSH PBRA 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.

II. 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 PBRA 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

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 PBRA 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 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).

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 in the CoC Grievance standards.

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.

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.

Program Termination Does Not Mean Relinquishing Rental Unit

Because the decision to terminate rental assistance is a consequence of a participant's violation of PBRA 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.

III. 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 PBRA 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.

IV. Timeline Examples

Failure to Comply with Recertification	
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"> 1. On that day, a certified letter is to be sent to the participant noting the 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. 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"> a. Two phone contact attempts b. Home visit
60 Days	<p><i>Participant fails to keep second appointment or re-schedule appointment.</i></p> <ol style="list-style-type: none"> 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.
50 Days	<p><i>Participant must appeal within 10 days of Termination Notice</i></p> <ol style="list-style-type: none"> 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. 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.
30 Days from Re-certification Deadline	<p><i>If no appeal is filed or grievance process is completed without a change in outcome, termination takes effect.</i></p>

Failure to Provide Information or Documentation	
1 st Day	<i>Participant asked to provide information or documentation within 15 days.</i>

15 th Day	<p><i>Participant fails to provide the requested information or documentation.</i></p> <ol style="list-style-type: none"> 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. 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.
30 th Day	<p><i>Participant fails to provide the requested information or documentation.</i></p> <ol style="list-style-type: none"> 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.
40 th Day	<p><i>Participant must file appeal within 10 days of Termination Notice</i></p> <ol style="list-style-type: none"> 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. 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.
60 th Day	<p><i>If no appeal is filed or grievance process is completed without a change in outcome, termination takes effect.</i></p>