

ODMHSAS
Continuum of Care (CoC)
Permanent Supportive Housing
Handbook

TABLE OF CONTENTS

Program Overview	3
Housing File Checklist	11
Participant Eligibility	12
Referral Criteria	13
Referral Form	17
Application	18
Participant Eligibility Form	23
Unit Eligibility	25
Rent Reasonableness	26
Housing Quality Standards	28
Resident Rent	29
Agreements	30
Occupancy Agreement	31
Participant Information	36
Participant Information Form	37
Participant Written Correspondence	39
Participant Exit Information Form	40
Fair Housing	42

PROGRAM OVERVIEW

PROGRAM DESCRIPTION

Permanent housing [PH] is community-based housing, the purpose of which is to provide housing without a designated length of stay. For PH the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause. PH includes Permanent Supportive Housing for Persons with Disabilities [PSH] which only provides assistance to individuals with disabilities and families in which one adult or child has a disability. In PSH, supportive services are provided to assist program participants with living independently.

The purpose of the ODMHSAS program is to provide PSH through the provision of Tenant Based Rental Assistance, in conjunction with supportive services, for homeless people with a serious mental illness and their families. The program follows a Housing First approach that allows people to enter the program without barriers such as income, sobriety and service requirements.

The ODMHSAS program provides rental assistance for a variety of housing choices accompanied by a range of supportive services funded by other sources. Participants choose their own housing and retain the rental assistance if they move within the area covered by the program.

ODMHSAS CoC PSH Projects: McClain County Shelter Plus Care; Balance of State Shelter Plus Care; Norman Permanent Housing

PROGRAM GOALS

The goals of the Program are to assist homeless individuals and their families to:

- Increase their housing stability;
- Increase their skills and/or income; and
- Obtain greater self-sufficiency.

ELIGIBLE ACTIVITIES

The eligible activities are restricted to rental assistance for program participants and administrative costs associated with administering the rental assistance.

Rental Assistance

Grantees help make housing affordable for program participants by using grant funds to pay the difference between the actual rent for a unit, and 30 percent of the participant's income.

Rental assistance can take several forms:

- Monthly rent payments;
- When necessary, a security deposit in an amount not to exceed two month's rent. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent; and

Grant funds can also be used to help offset utility costs paid by the participant if utilities are not included in the rent. Where rent does not include utilities, the tenant's contribution is reduced to allow for a reasonable utility allowance.

- Grantees may obtain a utility allowance schedule from their local Public Housing Agency
- If the utility allowance is more than the tenant rent contribution, the \$ difference can be used to pay the program the participant's utility bills. Program agencies shall pay the utility company directly.

NOTE: Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance, or operating assistance through other federal, State or local sources.

Administration

Grantees may use up to 10% of the grant award (as outlined in the grant application) for certain administrative costs associated with the program. The allowable uses include:

- Preparing program budgets and schedules and amendments to those budgets and schedules (including determination of participant income and rent contributions and processing payments to landlords);
- Developing systems for assuring compliance with program requirements;
- Monitoring program activities for progress and compliance with program requirements (including determination of participant eligibility and unit eligibility);
- Preparing reports and other documents directly related to the program for submission to HUD (including completion of the APR).

ELIGIBLE PARTICIPANTS

Definition of Disability

Persons with disabilities are defined as:

"Persons with disabilities" – a household composed of one or more persons at least one (adult or child) who has a disability.

A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment which is expected to be of long-continued and

indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions. **Since the ODMHSAS Program serves individuals with a serious mental illness and their families, at least one individual in the family must meet the ODMHSAS criteria for Serious Mental Illness. The definition for SMI can be located at www.odmhsas.org/arc.htm in the PA Manual.*

**Program must have written documentation in their program files that qualifies each participant as having met the program definition of disabled. For the ODMHSAS Program, this will likely be the Referral form which reflects diagnostic information and whether the individual meets SMI criteria; given/confirmed by an LBHP or Physician.

Definition of Homeless

An individual or family is considered homeless if they:

- 1) Lack a fixed, regular, and adequate nighttime residence, meaning:
 - An individual or family has a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings, including cars, parks, abandoned buildings, bus or train station, airport, or camping ground;
 - An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations, or federal, State, or local government programs for low-income individuals);
 - An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- 2) Will imminently lose their primary nighttime residence, provided that:
 - The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - No subsequent residence has been identified; and
 - The individual or family lacks the resources or support networks (ex: family, friends, faith-based or other social networks) needed to obtain other permanent housing;
- 3) Are an unaccompanied youth under 25 years of age, or families of children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - Are identified as homeless under section 387 of the Runaway and Homeless Youth act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C.

1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

- Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- Have experience persistent instability as measured by two moves or more during the 60 day period immediately preceding the date of applying for homeless assistance;
- Can be expected to continue in such a status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment (which include the lack of a high school degree or GED, illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment);

4) Any individual or family who:

- Is fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member (including a child) that has taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- Has no other residence; and
- Lacks the resources or support networks (ex: family, friends, and faith-based or other social networks) to obtain other permanent housing.

**Program must acquire and maintain documentation in program records that supports the individual meets the definition of homeless.

Definition of Chronically Homeless

- (1) An individual who:
 - (i.) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - (ii.) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years; and
 - (iii.) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar

facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is not adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household had been homeless.

BOARD PARTICIPATION

The Program is required to provide for the participation of not less than one homeless individual or formerly homeless individual to participate on the board of directors or other equivalent policy-making entity for the recipient/sub-recipient of the grant, to the extent that such entity considers and makes policies and decisions regarding this Program and the services/assistance provided.

This requirement is waived if the recipient/sub-recipient of the grant is unable to meet such requirements and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.

LOCATING ELIGIBLE HOUSING UNITS

Considerations:

- Make sure you know the individual's preferences with regard to the location and type of unit (ex: they may need a downstairs unit if they have health concerns that would make climbing stairs difficult; or they need access to public transportation; etc.)
- Consider the individual's income limitations (ex: if they do not have an income at all, you would likely want to help them find a unit with all bills paid)
- Once the individual has a property or properties in mind, then you will need to collect information to determine if the rent is reasonable. Once rent is determined reasonable, you will need to physically inspect the unit(s) to ensure that it meets Housing Quality Standards (HQS) before the individual signs a lease, and any rental assistance is provided.
- Landlords must be willing to enter into a lease agreement with the individual for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

Reasonable Rent:

Rental assistance can only be provided for a unit if the rent is reasonable. The Program must determine whether the rent charged for the designated unit is reasonable in relation to rents being charged for comparable unassisted units; taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.

*Program will need to complete and maintain documentation to support that the rent is reasonable. ODMHSAS Programs will likely use the Rent Reasonableness form provided for them. A review of rent reasonableness should be conducted annually.

**While the rents for units in this Program may be set at the reasonable level even if it is higher than the HUD Fair Market Rent (FMR) limits, you will want to keep in mind that your original grant amount was calculated based on FMR, not the reasonable rent. So not to deplete funds prior to serving the # of people required in the grant, FMR should be followed closely.

Housing Quality Standards:

Housing Quality Standards (HQS) set acceptable condition for interior living space, building exterior, heating and plumbing systems, and general health and safety.

- Program staff will complete a physical inspection and complete the HQS form.
- The inspection must be completed before any rental assistance is provided.
- If there are areas of the HQS that do not meet inspection standards, they must be addressed by the landlord within 30 days of the start of the lease, and the Program staff must do another physical inspection of those items to ensure they have been all been addressed satisfactorily.
- A new HQS physical inspection must be conducted annually.
- The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.
 - Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
 - If household composition changes during the term of assistance, recipients and subrecipients may relocate the household to a more appropriately sized unit.

CALCULATING TENANT RENT PAYMENTS

To determine the appropriate rent payment for a project participant, these steps should be followed:

1. Calculate 30 percent of monthly adjusted income.
2. Calculate 10 percent of monthly gross income.
3. Determine whether a welfare rent may apply, and if so, determine the amount.
4. Determine which of the above three rent amounts is the highest.
5. Set the participant's monthly rent contribution at this amount.

Participant income must be examined initially, and verification of income must be acquired. Participant income must also be examined and verified annually. If there is a change in family composition (ex: birth of a child), or a decrease in participant income during the year, the participant may request an interim reexamination, and the rental assistance can be adjusted accordingly.

The project shall document the amounts of rental income collected for the participant and the method used to determine the amounts. For ODMHSAS projects, the method is typically calculated and reflected on the Resident Rent Calculation Worksheet.

OCCUPANCY AGREEMENTS

ODMHSAS housing projects shall enter into an Occupancy Agreement with each project participant. This is in addition to the lease agreement the participant has with their landlord.

Termination of Assistance

Rental assistance may be terminated if a participant violates the conditions of occupancy. However, it is recommended that projects take in to consideration extenuating circumstances so that participants are only terminated for the most serious rule violations.

If termination is necessary, at a minimum, the following should occur:

- Written notice to the participant containing a clear statement of the reason(s) for the termination;
- A review of the decision, during which the participant has the opportunity to present written or verbal objections before someone other than the person (or a subordinate of the person) who made or approved the termination decision (For ODMHSAS projects this typically follows agency grievance procedures); and
- Prompt written notice of the final decision to the participant.

PROVIDING SUPPORTIVE SERVICES

Permanent supportive housing projects must provide supportive services for project participants to enable them to live as independently as is practical throughout the duration of their participation in the project.

Assessment of the participant's service needs must be completed and inform a service plan that is developed and tailored to each participant's needs. Supportive services must be necessary to assist program participants obtain and maintain housing. Ongoing assessments of participant's service needs must be completed (a minimum of annually) and adjustments to service plans made as needed.

Eligible supportive services include the following:

- Case Management
- Education Services- improving knowledge and basic educational skills – instruction or training in consumer education, health education, substance abuse prevention
- Life Skills Training – teaching critical life management skills (these services must be necessary to assist the program participant to function independently in the community): budgeting/money management, household management, conflict management, shopping, nutrition, use of public transportation, and parent training.
- Employment Assistance and Job Training
- Mental Health Services (provided by licensed professionals)- crisis intervention, individual, group and family therapy, prescription of psychotropic medications or explanations about the use and management of medications, and combinations of therapeutic approaches to address multiple problems
- Substance Abuse Treatment Services – intake and assessment, outpatient treatment, group and individual counseling, and drug testing (inpatient detox and other inpatient treatment are ineligible).

MATCH

The project is required to meet a match commitment of 25% of total rental assistance. For ODMHSAS projects this is typically met through the provision of in-kind supportive services.

OTHER REQUIREMENTS

- Entry of data into HMIS
- Completion of an Annual Progress Report (APR)

HOUSING FILE CHECKLIST

Participant Eligibility

- HUD Housing Program Referral Form
- Housing Application
- Participant Eligibility Form

Unit Eligibility

- Rent Reasonableness- *[Update Annually]*
- Housing Quality Standards (HQS)- *[Update Annually]*

Resident Rent

- Resident Rent Calculation Worksheet- *[Update Annually]*

Agreements

- Occupancy Agreement- *[Update Annually]*
- Lease Agreement with Landlord- *[Including any subsequent agreements]*

Participant Information

- Participant Information Form
- Copies of written correspondence to Participant
- Participant exit Information

PARTICIPANT ELIGIBILITY

HUD Program Coordinator or designated staff is responsible initial HUD program intake. Through this intake process, they receive Program referrals (including application), and they ensure that all supportive documentation to verify income, disability and homelessness are present. In the process of obtaining evidence to verify homelessness, the staff member will ensure that the highest priority possible will be met: (1) third-party documentation; (2) intake worker observation; (3) self-certification. It is acceptable if the staff member is able to verify data in the HMIS system to determine homelessness, but in order to be considered valid, the dates would need to be consistent with the client's current homelessness status. Once the required information is acquired and reviewed, the staff member will complete the Participant Eligibility Form to attest to whether or not all Program eligibility criteria including homelessness has been met, and will identify the sources of information on which that determination was made.

HUD HOUSING PROGRAM Referral Criteria

PROGRAM DESCRIPTION

Permanent housing [PH] is community-based housing, the purpose of which is to provide housing without a designated length of stay. For PH the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause. PH includes Permanent Supportive Housing for Persons with Disabilities [PSH] which only provides assistance to individuals with disabilities and families in which one adult or child has a disability. In PSH, supportive services are provided to assist program participants with living independently.

The purpose of the ODMHSAS program is to provide PSH through the provision of Tenant Based Rental Assistance, in conjunction with supportive services, for homeless people with a serious mental illness and their families. The program follows a Housing First approach that allows people to enter the program without barriers such as income, sobriety and service requirements.

The ODMHSAS program provides rental assistance for a variety of housing choices accompanied by a range of supportive services funded by other sources. Participants choose their own housing and retain the rental assistance if they move within the area covered by the program.

PROGRAM GOALS

The goals of the Program are to assist homeless individuals and their families to:

- Increase their housing stability;
- Increase their skills and/or income; and
- Obtain greater self-sufficiency.

ELIGIBLE PARTICIPANTS

ODMHSAS Housing Programs:

COCMHC Shelter Plus Care - Serves homeless adults and families with serious mental illness.

COCMHC Norman Permanent Housing - Serves adult individuals with serious mental illness, or co-occurring serious mental illness and substance use disorders, who either meet all requirements for chronically homeless or are a veteran who meets requirements for Category 1: literally homeless, and priority will be given to individuals with a VI-SPDAT.

score of 10 or higher.

HOPE Balance of State Shelter Plus Care - Serves homeless adults and families with serious mental illness, giving preference to those who are chronically homeless.

Definition of Disability

Persons with disabilities are defined as:

"Persons with disabilities" – a household composed of one or more persons at least one (adult or child) who has a disability.

A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions. **Since the ODMHSAS Program serves individuals with a serious mental illness and their families, at least one individual in the family must meet the ODMHSAS criteria for Serious Mental Illness. The definition for SMI can be located at www.odmhsas.org/arc.htm in the PA Manual.*

**Program must have written documentation in their program files that qualifies each participant as having met the program definition of disabled. For the ODMHSAS Program, this will likely be the Referral form which reflects diagnostic information and whether the individual meets SMI criteria; given/confirmed by an LBHP or Physician.

Definition of Homeless

An individual or family is considered homeless if they:

- 1) Lack a fixed, regular, and adequate nighttime residence, meaning:
 - An individual or family has a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings, including cars, parks, abandoned buildings, bus or train station, airport, or camping ground;
 - An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations, or federal, State, or local government programs for low-income individuals);
 - An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- 2) Will imminently lose their primary nighttime residence, provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - No subsequent residence has been identified; and
 - The individual or family lacks the resources or support networks (ex: family, friends, faith-based or other social networks) needed to obtain other permanent housing;
- 3) Are an unaccompanied youth under 25 years of age, or families of children and youth, who do not otherwise qualify as homeless under this definition, but who:
- Are identified as homeless under section 387 of the Runaway and Homeless Youth act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - Have experience persistent instability as measured by two moves or more during the 60 day period immediately preceding the date of applying for homeless assistance;
 - Can be expected to continue in such a status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment (which include the lack of a high school degree or GED, illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment);
- 4) Any individual or family who:
- Is fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member (including a child) that has taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - Has no other residence; and
 - Lacks the resources or support networks (ex: family, friends, and faith-based or other social networks) to obtain other permanent housing.

**Program must acquire and maintain documentation in program records that supports the individual meets the definition of homeless.

Definition of Chronically Homeless

- (1) An individual who:
 - (i.) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - (iv.) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years; and
 - (v.) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.

- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

- (3) A family with an adult head of household (or if there is not adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household had been homeless.

**HUD HOUSING PROGRAM
Referral Form**

Name: _____ Date: _____

ID # _____ Housing Program: CO S+C / CO PH / HOPE S+C

DSM 5 Diagnosis:

Principal Diagnosis- _____

Additional Diagnoses- _____

SMI- Yes / No

Diagnosis Given/Confirmed by (name and credentials listed – must be done by a Licensed clinician)-

History of Mental Health / Substance Use Treatment:

Current Level of Outpatient Care (1-4): _____

NOTE: THE HOUSING APPLICATION MUST BE COMPLETED AND SUBMITTED WITH THIS REFERRAL.

Referring Staff Member:

Print Name

Signature & Date

HUD HOUSING PROGRAM

Application

(Page 1)

Name: _____ **Date:** _____

ID # _____ **Housing Program:** CO S+C / CO PH / HOPE S+C

DOB: _____ **Age:** _____ **Please circle one:** Male / Female

Veteran: Yes / No **Description of Veteran Status:**

Application for: Individual / Family **If family, please complete the following information for each family member:**

Name	Relationship	Date of Birth	M/F	Age

Living situation within the past week (Check one):

- Street, car, park, abandoned building, bus or train station, airport, camping ground*
- Emergency shelter*
- Transitional housing for homeless persons*
- Safe Haven*
- Psychiatric hospital* – How long? _____ What was your living situation prior to going into the hospital? _____
- Substance abuse treatment facility* - How long? _____ What was your living situation prior to going into the facility? _____
- Hospital (non-psychiatric)* - How long? _____ What was your living situation prior to going into the hospital? _____
- Jail/prison/juvenile detention* - How long? _____ What was your living situation prior to going in? _____
- Foster care home or foster care group home* - How long? _____ What was your living situation prior to going into the home? _____
- Permanent Supportive Housing (PSH) for homeless persons*
- Rental housing-* Subsidy? Yes / No If yes, subsidy type? _____
- Applicant owned housing-* Subsidy? Yes / No
- Staying or living with relatives*
- Staying or living with friends*
- other (please specify)* _____

Currently homeless: Yes / No **If yes, how long?** _____

Been homeless four or more separate occasions within the last three years: Yes / No

HUD HOUSING PROGRAM
Application
 (Page 2)

Briefly explain current need for housing assistance: _____

Total Monthly Income for individual/family? _____

Income Source	Amount
Employment Income	
Unemployment Insurance	
SSI	
SSDI	
Veteran's Disability	
Private Disability Insurance	
Worker's Compensation	
TANF or Equivalent	
General Assistance	
Retirement (Social Security)	
Veteran's Pension	
Pension from Former Job	
Child Support	
Alimony (Spousal Support)	
Other (Please specify):	

Do you currently receive any of the following (check all that apply):

- Supplemental Nutritional Assistance Program (Food Stamps)
- Medicaid Health Insurance
- Medicare Health Insurance
- State Children's Health Insurance
- WIC
- VA Medical Services
- TANF Child Care Services
- TANF Transportation Services
- Other TANF Funded Services
- Temporary Rental Assistance
- Section 8, Public Housing, Rental Assistance
- Other (please specify): _____

HUD HOUSING PROGRAM

Application

(Page 3)

Do you have to pay for child care? Yes / No If yes, monthly cost? _____

Do you anticipate any medical expenses in the next year that will not be covered by insurance? Yes / No If yes, please explain and estimate the dollar amount:

Please identify any of the following special needs you may have (check all that apply):

- Mental Illness
- Alcohol Abuse
- Drug Abuse
- Chronic health condition
- HIV/AIDS and related diseases
- Developmental disability
- Physical disability
- Other (please specify): _____

**Have you experienced domestic violence issues in the past? Yes / No
If yes, how long ago has it been:**

- Within the past 3 months
- 3-6 months ago
- 6-12 months ago
- More than a year ago
- Don't know

**Do you have or have you had any chronic or server illnesses? Yes / No
If yes, please explain:**

HUD HOUSING PROGRAM
Application
(Page 4)

Are you currently taking any medication? Yes / No
If yes, please list:

Have you ever been arrested? Yes / No If yes, do you have any legal charges pending? Yes / No
Please explain:

Have you ever lived on your own before? Yes / No If yes, please explain what kind of challenges you had:

What kind of challenges do you think you might have now?

Please list any housing preference, requirements, or needs you may have:

HUD HOUSING PROGRAM

Application

(Page 5)

Which of the following areas of service do you feel would help you maintain housing and increase your level of independence (check all that apply):

- Individual / Group / Family Therapy
- Medication
- Employment assistance
- Benefit assistance
- Cooking skills
- Budgeting skills
- Housekeeping skills
- Social skills
- Other (please specify): _____

To the best of my knowledge, all of the information included in this application is accurate.

Applicant:

Print Name

Signature & Date

Witness:

Print Name

Signature & Date

PARTICIPANT ELGIBILITY FORM

(Page 1)

Project Name: _____

Participant Name: _____

Disability	Yes / No	Documentation Source:
Veteran	Yes / No	Documentation Source:
Homeless Status		
X	Primary Nighttime Residence	Type of Source Documentation Acquired
	A public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings, including cars, parks, abandoned buildings, bus or train station, airport, or camping ground	
	A supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations, or federal, State, or local government programs for low-income individuals)	
	Exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution	
	Their primary nighttime residence will be lost within 14 days of the date of application for homeless assistance, no subsequent residence has been identified, and they lack the resources or support networks (ex: family, friends, faith-based or other social networks) needed to obtain other permanent housing	

PARTICIPANT ELGIBILITY FORM

(Page 2)

Homeless Status Cont'd				
X	Primary Nighttime Residence	Type of Source Documentation Acquired		
	Is fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member (including a child) that has taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence, has no other residence, and lacks the resources or support networks (ex: family, friends, and faith-based or other social networks) to obtain other permanent housing			
	An unaccompanied youth under 25 years of age, or families of children and youth, who do not otherwise qualify as homeless the HUD definition			
	Chronically Homeless	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center; padding: 2px;">Yes / No</td> <td style="padding: 2px;">Documentation Source:</td> </tr> </table>	Yes / No	Documentation Source:
Yes / No	Documentation Source:			

Does applicant meet eligibility criteria for program applied for? Yes / No

Has the applicant been accepted into the project? Yes / No

If yes, date accepted: _____

Comments:

Eligibility Confirmed by:

Print Name

Signature & Date

UNIT ELIGIBILITY

RENT REASONABLENESS

(Page 1)

Participant Name: _____

(Street Address and Apt. No.) (City, State and Zip Code)

(Name of Owner/Agent) (Address) (Phone Number)

Number of Bedrooms: _____ Square Feet: _____

Type of Unit: _____ Unsubsidized
_____ Subsidized (**If subsidized, the unit is not eligible)

1) Published Fair Market Rent: \$ _____

2) Owner Proposed Rent: \$ _____

(a) Allowance for tenant-furnished utilities, if any \$ _____

(b) Gross Rent (Owner Proposed Rent + utility Allowance) \$ _____

3) Owner's Most Recent Rent Charged: \$ _____

(a) Under this rent did the Owner cover all utilities? Yes / No If No, please list the utilities that the tenant is responsible for paying:

(b) Has there been an increase in Proposed Rent amount above the Owner's Most Recent Rent Charged? Yes / No How much? _____

(c) Owner's reason for the rent increase: _____

Is this reason justified? Yes / No If no, explain: _____

(d) Is the rent for the unit higher than rents the owner charges for comparable unassisted units? Yes / No (If yes, the rent may not be approved as reasonable)

RENT REASONABLENESS

(Page 2)

The following are the units reviewed to determine if the Owner Proposed Rent for the unit in question is comparable to other unassisted units:

	Unit #1	Unit #2
Address		
Square Feet		
# of Bedrooms		
Unit Type		
Owner Proposed Rent		
Owner Covered Utilities		
Tenant Covered Utilities		
Fair Market Rent		

Based on the information available to this office, the Owner Proposed Rent is reasonable? Yes / No

Staff Certifying Rent Reasonableness:

Print Name

Signature & Date

HOUSING QUALITY STANDARDS (HQS)

HOUSING QUALITY STANDARDS (HQS) INSPECTION FORM

A. General Information

Date of Inspection: _____

Address of Inspected Unit: Street: _____

City: _____ County: _____ State: _____ Zip: _____

Name of Family: _____

Current Address of Family: Street: _____

City: _____ County: _____ State: _____ Zip: _____

Current Telephone of Family: _____

B. How to Fill Out This Checklist

- Proceed through the inspection as follows:

Area	Checklist Category
Room by Room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
Outside	6. Building Exterior
Basement or Utility Room	7. Heating and Plumbing
Overall	8. General Health and Safety

- Each part of the checklist will be accompanied by an explanation of the item to be inspected.
- Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security," in the Living Room).
- In the space to the right of the description of the item, if the decision on the item is "Fail," write what repairs are necessary.
- Also, if "Pass" but there are additional code items or items not consistent with rehab standards or area codes, write these in the space to the right.

1. LIVING ROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
1.1	LIVING ROOM PRESENT Is there a living room?			
1.2	ELECTRICITY Are there at least two working outlets or one working outlet and one working light fixture?			
1.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
1.4	SECURITY Are all windows and doors that are accessible from the outside lockable?			
1.5	WINDOW CONDITION Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?			
1.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
1.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
1.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
1.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
1.10	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
1.11	OTHER			
1.12	OTHER			

Notes: (Give Item #)

2. KITCHEN

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
2.1	KITCHEN AREA PRESENT Is there a kitchen?			
2.2	ELECTRICITY Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?			
2.3	ELECTRICAL HAZARDS Is the kitchen free from electrical hazards?			
2.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
2.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
2.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
2.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
2.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
2.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
2.10	STOVE OR RANGE WITH OVEN Is there a working oven and a stove (or range) with top burners that work?			
2.11	REFRIGERATOR Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?			

2.12	SINK Is there a kitchen sink that works with hot and cold running water?			
2.13	SPACE FOR STORAGE AND PREPARATION OF FOOD Is there space to store and prepare food?			
2.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
2.15	OTHER			
2.16	OTHER			

Notes: (Give Item #)

3. BATHROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
3.1	BATHROOM (see description) Is there a bathroom?			
3.2	ELECTRICITY Is there at least <i>one</i> permanently installed light fixture?			
3.3	ELECTRICAL HAZARDS Is the bathroom free from electrical hazards?			
3.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
3.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
3.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
3.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
3.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
3.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
3.10	FLUSH TOILET IN ENCLOSED ROOM IN UNIT Is there a working toilet in the unit for exclusive private use of the tenant?			
3.11	FIXED WASH BASIN OR LAVATORY IN UNIT Is there a working, permanently installed wash basin with hot and cold running water in the unit?			
3.12	TUB OR SHOWER IN UNIT Is there a working tub or shower with hot and cold running water in the unit?			
3.13	VENTILATION Are there operable windows or a working vent system?			

3.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
3.15	OTHER			
3.16	OTHER			

Notes: (Give Item #)

4. OTHER ROOMS USED FOR LIVING AND HALLS

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
4.1	ROOM CODE and ROOM LOCATION: right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		
4.2	ELECTRICITY If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination?			
4.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
4.4	SECURITY Are all windows and doors that are accessible from the outside lockable?			
4.5	WINDOW CONDITION If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken out panes?			
4.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
4.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
4.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
4.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
4.10	WEATHERSTRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			

4.11	OTHER			
4.12	OTHER			

Notes: (Give Item #)

5. ALL SECONDARY ROOMS NOT USED FOR LIVING

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
5.1	NONE. GO TO PART 6			
5.2	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable in each room?			
5.3	ELECTRICAL HAZARDS Are all these rooms free from electrical hazards?			
5.4	OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature" explain hazard and means of control of interior access to room.			
5.5	OTHER			
5.6	OTHER			

Notes: (Give Item #)

6. BUILDING EXTERIOR

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
6.1	CONDITION OF FOUNDATION Is the foundation sound and free from hazards?			
6.2	CONDITION OF STAIRS, RAILS, AND PORCHES Are all the exterior stairs, rails and porches sound and free from hazards?			
6.3	CONDITION OF ROOF AND GUTTERS Are the roof, gutters and downspouts sound and free from hazards?			
6.4	CONDITION OF EXTERIOR SURFACES Are exterior surfaces sound and free from hazards?			
6.5	CONDITION OF CHIMNEY Is the chimney sound and free from hazards?			
6.6	LEAD PAINT: EXTERIOR SURFACES Are all exterior surfaces which are accessible to children under seven years of age <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated or covered</i> to prevent exposure of such children to lead based paint hazards?			
6.7	MOBILE HOMES: TIE DOWNS If the unit is a mobile home, it is properly placed and tied down? If not a mobile home, check "Not Applicable."			
6.8	MOBILE HOMES: SMOKE DETECTORS If unit is a mobile home, does it have at least one smoke detector in working condition? If not a mobile home, check "Not Applicable."			
6.9	CAULKING Are all fixed joints including frames around doors and windows, areas around all holes for pipes, ducts, water faucets or electric conduits, and other areas, which may allow unwanted air flow appropriately caulked.			
6.10	OTHER			
6.11	OTHER			

Notes: (Give Item #)

7. HEATING, PLUMBING AND INSULATION

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
7.1	<p>ADEQUACY OF HEATING EQUIPMENT</p> <p>a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?</p> <p>b. Is the heating equipment oversized by more than 15%?</p> <p>c. Are pipes and ducts located in unconditioned space insulated?</p>			
7.2	<p>SAFETY OF HEATING EQUIPMENT</p> <p>Is the unit free from unvented fuel burning space heaters, or any other types of unsafe heating conditions?</p>			
7.3	<p>VENTILATION AND ADEQUACY OF COOLING</p> <p>Does this unit have adequate ventilation and cooling by means of operable windows or a working cooling system?</p>			
7.4	<p>HOT WATER HEATER</p> <p>Is hot water heater located, equipped, and installed in a safe manner?</p>			
7.5	<p>WATER SUPPLY</p> <p>Is the unit served by an approvable public or private sanitary water supply?</p>			
7.6	<p>PLUMBING</p> <p>Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?</p>			
7.7	<p>SEWER CONNECTION</p> <p>Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back up?</p>			
7.8	<p>INSULATION</p> <p>Are the attic and walls appropriately insulated for regional conditions?</p>			
7.9	<p>OTHER</p>			
7.10	<p>OTHER</p>			

Notes: (Give Item #)

8. GENERAL HEALTH AND SAFETY

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
8.1	ACCESS TO UNIT Can the unit be entered without having to go through another unit?			
8.2	EXITS Is there an acceptable fire exit from this building that is not blocked?			
8.3	EVIDENCE OF INFESTATION Is the unit free from rats or severe infestation by mice or vermin?			
8.4	GARBAGE AND DEBRIS Is the unit free from heavy accumulation of garbage or debris inside and outside?			
8.5	REFUSE DISPOSAL Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?			
8.6	INTERIOR STAIRS AND COMMON HALLS Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on stairways, absent or insecure railings; inadequate lighting, or other hazards?			
8.7	OTHER INTERIOR HAZARDS Is the interior of the unit free from any other hazards not specifically identified previously?			
8.8	ELEVATORS Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?			
8.9	INTERIOR AIR QUALITY Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?			
8.10	SITE AND NEIGHBORHOOD CONDITIONS Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the residents?			

8.11	LEAD PAINT: OWNER CERTIFICATION If the owner of the unit is required to treat or cover any interior or exterior surfaces, has the certification of compliance been obtained? If the owner was not required to treat surfaces, check "Not Applicable."			
8.12	OTHER			
8.13	OTHER			

Notes: (Give Item #)

Inspected by:

 Print Name

 Signature & Date

RESIDENT RENT

Resident Rent Calculation Worksheet

Annual income includes:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump sum payment for delayed start of a periodic payment;
3. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
4. Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under program funded, separately or jointly, by Federal, State or local governments (e.g, Social Security Income (SSI) and general assistance available through state welfare programs)
5. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
6. Net income from the operation of a business or profession;
7. Interest, dividends, and other net income of any kind from real and personal property;
8. All regular pay, special pay and allowances of a member of the Armed Forces, except special hostile fire pay.

Income That Must Be Excluded

Annual income does not include:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property;
4. Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide as defined in Sec. 813.102;
6. The full amount of student assistance paid directly to the student or to the educational institution;
7. Amounts received under training programs funded by HUD;
8. Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS); or
9. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred

- (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
10. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 11. Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;
 12. Temporary, non-recurring or sporadic income (including gifts);
 13. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 14. Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
 15. Adoption assistance payments in excess of \$480 per adopted child;
 16. Deferred periodic payments of SSI income and social security benefits;
 17. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 18. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
 19. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that included assistance under the U.S. Housing Act of 1937:
 - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
 - (b) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044, 5058);
 - (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626);
 - (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
 - (g) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Public Law 94-540, 90 Statute 2503-2504);
 - (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117);
 - (i) Scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau

of Indian Affairs student assistance programs that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C.1087uu);

(j) Payments received from programs funded under Title V of the Older Americans Act of 1965 (U.S.C. 3056(f));

(k) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); and

(l) Payments received under Maine Indian Claims Settlement Act of 1980 (Pub.L. 96-420, 94 Statute 1785);

(m) Earned income tax credit refund payments received from the Internal Revenue Service on or after January 1, 1991. Payments may be received in a resident's regular pay or as a single sum payment;

(n) Payments received as AmeriCorps Living Allowances (29 U.S.C. Sec.1552);

(o) Payments received under WIC-Supplemental Food Program for Women, Infants, and Children;

(p) Payments received under the National School Lunch Program (42 U.S.C. 175-176);

(q) Payments received under the Child Nutrition Act (42 U.S.C. 1771-1778);

(r) Payments received under the Child Care Block Grant Act of 1990.

Adjustments to Income

- ▶ **Dependent Allowance:** \$480 must be deducted for each 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 children.
- ▶ **Child Care Allowance:** 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 child care to enable a person to work may not exceed the amount of income received from such work. In addition, child care expenses may not be deducted if the individual is reimbursed for these expenses.
- ▶ **Disabled Assistance Allowance:** The disabled assistance allowance covers reasonable expenses anticipated during the period for attendant care (provided by non-household member) and/or auxiliary apparatus for any handicapped or disabled household member that enables either that individual or another household member to work. The amount of expenses that exceeds three percent of annual gross income is deducted, provided the resident is not reimbursed for the expenses and the expenses do not exceed the amount earned by adult household members as a result of the disabled assistance.
- ▶ **Medical Expenses Allowance:** The amount that may be deducted for anticipated medical expenses not covered by insurance or unreimbursed, generally equals the amount by which the sum of disabled assistance expenses, if any, as described above, and medical expenses exceeds three percent of annual income.

- ▶ **Elderly/Disabled Family Allowance:** A \$400 per elderly or disabled family allowance is provided to any family whose head of household, spouse, or sole member is at least 62 years old or is handicapped or disabled.

General Topics Regarding Resident Rent

Review of Income: In order to determine the correct rent payment, residents' income must be reviewed. Their income must be reexamined at least annually. In addition, if there is a change in family composition (e.g., birth of a child) or a decrease in the resident's income during the year, an interim reexamination may be requested by the resident and the resident rent adjusted accordingly. Residents who receive an increase in income need not have their rent increased until the next scheduled (annual) reexamination. Residents must agree to supply such certification, release, information, or documentation as the grantee judges necessary to determine the resident's income. Self-declaration may be used only if there is no other means of verification available.

Maximum or a minimum rent that can be charged: The United States Housing Act of 1937 states that resident rent must be the highest of either 30 percent of monthly adjusted income, 10 percent of monthly income, or, under certain circumstances, a locally-designated portion of public assistance. This standard sets an exact rent; there is no maximum or minimum per se. See section 1 (Purpose) for the SHP exceptions. However, see section 3.a.(4) for information on P.L. No. 104-99.

Use of income earned through participation in a training program: Income earned through training programs should be excluded if the training program is: funded by HUD (including training provided by HUD grantees and sub-grantees using HUD program funds); is funded through the Job Training Partnership Act (JTPA), including AmeriCorps Living Allowances; or is funded by State or local employment training programs.

Distinguishing between employment that is part of a training program and regular employment: Employment-related activities are considered to be training rather than employment if the work activity is of a time-limited nature and there is a curriculum of activities with discrete goals related to a participant's skill development and employability. Examples of such activities may include on-the-job training for maintenance work, data entry, or food preparation.

Utility Payments: In some circumstances the cost of utilities is not included in the resident rent but is the responsibility of the resident. This usually occurs for those living in units that are individually metered, and residents receive bills directly from the utility company. In such circumstances, the resident's rent would equal the resident's required rent payment less an allowance for reasonable utility consumption. Do not include the cost of telephone service as a utility for this purpose. If reasonable utility expenses alone exceed the amount the resident is required to pay for both shelter and utilities, the resident must be reimbursed for the difference. The attached worksheet reflects this calculation.

Reasonable utility consumption: Local public housing agencies (PHAs) maintain a schedule of utility allowances by housing type for the Section 8 program. To

determine the amount to allow for a reasonable amount of utility consumption given a particular type and unit size of housing, the local PHA should be contacted for the schedule of utility allowances.

Eligible child care expenses: Child care expenses can be deducted in full given the following conditions: the child or children are 12 years old and under; the resident is employed or enrolled in school while the dependent is receiving care; the amount deducted as child care expenses is necessary for the resident to work or attend school and the amount necessary for the resident to work does not exceed the amount earned while working; and the resident is not reimbursed for this expense.

Child care payments through program fees: If the amount paid through program fees is for eligible child care expenses, then the amount paid should be deducted from income.

Seasonal employment income: Unless the income is earned by family members younger than 18 years of age, seasonal income is counted just like other wages and salaries. Seasonal income includes, but is not limited to, holiday employment, summer employment, and seasonal farm work. "Temporary, non-recurring income" is income that is not expected to be regularly available in the future. An example of "temporary, non-recurring income" is income earned by census workers who helped take the 1990 census.

Fees for food and services: Participants in programs covered in this document may be charged fees for food and other services in addition to rent, but the fees should be reasonable and not conflict with the goal of helping residents achieve the highest level of independent living possible.

Sliding scale fees: Fees may be based either on a sliding scale according to the resident's income or on a fixed basis as long as those fees are reasonable to the income of the resident and in relation to the services provided.

Fees applied to some residents but not others: If there is a reasonable basis to charge only some residents, such as services that apply only to some residents, then fees can be selectively applied. However, in most cases if a fee is charged, it would be applied to all residents.

Saving a portion of the resident's income: Federal regulations do not prohibit recipients from instituting mandatory savings programs. However, such programs, if adopted, should be applied to all residents. In addition, recipients should be aware that savings plans may result in asset levels that could jeopardize residents' eligibility for benefits such as AFDC, SSI and general assistance. Recipients may want to consult with their local public welfare office to discuss ways to implement savings programs without jeopardizing benefits available to their residents.

Medical expense allowance: Medical expenses can only be deducted if the head of household, spouse or sole member is at least 62 years of age, handicapped or disabled. In addition, only medical expenses in excess of 3 percent of annual income that are not reimbursed may be deducted. The amount deducted depends on the amount of handicapped assistance expenses as described in the Adjustments section.

Typical handicapped assistance expenses: Typical handicapped assistance expenses include specially equipping an automobile so that a household member can drive to work or paying for in-home attendant care of a handicapped child so that an adult member can work.

Earned income tax credits: The amount of income included in the residents' pay that is attributed to an earned income tax credit will be listed separately on their pay stubs. It will be the same amount in each check.

Training: If the training is provided using funds available through a grant, it is considered HUD-funded training, and income received from such training may not be counted as income when calculating resident rent payments.

Resident rent be used to pay expenses other than operating or leasing costs: Rental income may be used for expenses other than operating or leasing costs at the recipient's discretion. For example, the residents' rent could be saved to be used to help them make the transition to permanent housing and greater independence.

Resident Rent Calculation Worksheet

Part I TOTAL ADJUSTED INCOME DETERMINATION		
ANNUAL GROSS INCOME		
A. Income	Type Of Income Reported	Amount
<p>Some of the types of income that should be included are employment income, social security, welfare assistance, unemployment, and disability or worker's compensation. This is not, however, a complete list.</p> <p>For a comprehensive listing of the types of income that must be included in calculating total household income, see the "Annual Income Includes" paragraph in the SHP Desk Guide.</p>		\$
		\$
		\$
		\$
		\$
	Total A:	
B. Income Exclusions	Type Of Exclusion	Amount
<p>Income exclusions can include income from children under 18, payments received for the care of foster children or adults, and reimbursement for the cost of medical expenses.</p> <p>For a complete list of the income exclusions which should be considered when calculating total amount of exclusions, see "Income that Must be Excluded" in the SHP Desk Guide.</p>		\$
		\$
		\$
	Total B:	
C. Annual Gross Income:		Amount
Subtract the total amount of income exclusions from the total amount of eligible income.		
Total A-B:		\$

Part I (continued)

ADJUSTMENTS TO INCOME

Part I (continued)		
ADJUSTMENTS TO INCOME		
D. Dependent Allowance	Number Of Dependents	Amount
Multiply the number of dependents by \$480		\$
E. Child Care Allowance	Description	Amount
Child care expenses for children 12 and under that are made in order for a household member to work. Amount deducted cannot exceed amount received for work. For a complete reference see "Adjustments to Income: Child Care Allowance" in SHP Desk Guide.		\$
F. Disabled Assistance Allowance	Description	Amount
F1. Disabled assistance expense: Reasonable expenses for attendant care that enable a household member to work.		\$
F2. Adjusted amount of disabled assistance expense. To calculate, multiply Disabled Assistance expenses by .03.	F1 x .03 =	\$
F3. Adjusted disabled assistance expense: Subtract adjusted amount of disabled assistance expense from disabled assistance expense: (F1-F2)	F1 - F2 =	\$
F4. Family members' earnings dependent on attendant care:		\$
F5. Enter lesser of adjusted disabled assistance expense or family member earnings:	Total:	\$
G. Medical Expenses Allowance	Description	Amount
G1. Medical Expenses not covered by insurance or unreimbursed. See Desk Guide.		\$
G2. If Adjusted Disabled Assistance Expense (F3) is greater than zero, enter Medical Expenses to the right. If not, add Disabled Assistance Expense (F1) and Medical Expenses (G1) lines and enter to the right.	Total:	\$
H. Elderly or Disabled Family Allowance		Amount
Multiple number of elderly (62 years or older) or disabled family members who are the head of household, spouse, or sole member of household by \$400.	Total:	\$
I. Total Allowances		Amount
To calculate, sum the totals from all applicable allowances (D+E+F+G+H):	Total:	\$

J. TOTAL ADJUSTED INCOME		
Enter Annual Gross Income (Line C)		\$
Enter Total Allowances (Line I)		\$
J. TOTAL ADJUSTED INCOME: To calculate, subtract Total Allowances from Annual Gross Income	Line C - Line I:	\$
Part II. RESIDENT RENT DETERMINATION		
		Amount
K. Divide TOTAL ADJUSTED INCOME (Line J) by 12 and multiply by 30 percent.	(Line J/12 months) x .30 =	\$
L. Divide ANNUAL GROSS INCOME (Line C) by 12 and multiple by 10 percent.	(Line C/12 months) x .10 =	\$
M. Amount of WELFARE RENT, if applicable		\$
N. MAXIMUM RENTAL AMOUNT PER MONTH: Compare the three amounts (lines K, L, and M) under RESIDENT RENT DETERMINATION and enter the LARGEST of the three to the left	Largest of K, L, and M:	\$
RESIDENT RENT WHEN UTILITIES ARE NOT INCLUDED IN RENT		
O. Utility Allowance	Description	Amount
Enter total amount of utility allowance. (For more information about the utility allowance see "General Topics Regarding Resident Rent: Utility Payments" in the SHP Desk Guide.)		\$
P. ADJUSTED RESIDENT RENT WITHOUT UTILITIES: Subtract Utility Allowance from MAXIMUM RENTAL AMOUNT PER MONTH	Line N - Line O:	\$

AGREEMENTS

HUD HOUSING PROGRAM
Occupancy Agreement
(Page 1)

1. DESCRIPTION OF THE PARTIES AND DWELLING UNIT, AMOUNT AND DUE DATE OF RENTAL PAYMENTS:

_____ presenting as homeless (as defined by
(Participant Name)

HUD, has requested and has been accepted as a participant in the

_____ Housing Program.
(Agency Name)

Occupancy Agreement is based on Participant's lease agreement with

_____ (Landlord Name) _____ (Landlord Phone #)

_____ (Landlord Address)

for _____
(Property Name and/or Address)

a (circle one) SRO / 1 BR / 2 BR / 3 BR / 4 BR property, for the monthly rental amount of \$_____ . Per lease agreement, the landlord is

responsible for _____

utilities, and the Tenant is responsible for _____

_____ utilities. If the Tenant is responsible for any utilities,

the amount of total utility allowance is \$_____ based on the utility

allowance schedule obtained from _____
(Public Housing Agency)

Based on participant income, income sources, and information regarding

allowances as identified by HUD, Participant's calculated tenant rent is

\$_____ .

**HUD HOUSING PROGRAM
Occupancy Agreement
(Page 2)**

If Participant is eligible for utility allowance, the adjusted monthly rent for the

Participant is \$_____ (calculated tenant rent minus Participant's utility allowance)

**If calculated tenant rent is less than the Participant's utility allowance, the Participant portion of the rent will be (\$0.00) and the difference will be applied to the Participant's utility bills on a monthly basis.

Participant will pay this portion of the rent each month, to the Landlord identified within the Occupancy Agreement, by the _____ day of the month, as outlined in

Participant's lease agreement with Landlord. The balance of the rent due

\$_____ will be paid by the _____
(Agency Name)

Housing Program, to the Landlord identified, by the _____ day of each month.

If Participant's calculated tenant rent is less than Participant's utility allowance,

the difference \$_____ will be applied to the Participant's utility bills

by the _____ Housing Program
(Agency Name)

**It is the Participant's responsibility to bring their utility bills in to the Agency each month so that the payment(s) can be made.

2. TERM OF OCCUPANCY AGREEMENT:

Subject to the conditions as set forth below, this agreement shall automatically be renewed for successive terms of one month each until such time as this agreement has been terminated, either due to breach of agreement or Program completion. This is pursuant to the provision of Section 1 regarding the rental rate of \$_____. This rent will remain in effect unless adjusted in accordance with the provisions in Section 3.

3. RE-EXAMINATION OF ABILITY TO PAY, AND ELIGIBILITY FOR RENTAL ASSISTANCE:

A) A minimum of once each year, and whenever otherwise requested by Program staff, Participant agrees to furnish accurate and complete information to Program staff as to Participant's income amount, source of income, and information regarding any allowances as identified by HUD*. This information is utilized to determine whether Participant continues to be eligible for rental assistance, and the amount of rental assistance that can be

HUD HOUSING PROGRAM

Occupancy Agreement

(Page 3)

provided. Upon completion of any review and verification of income, Program staff will either execute new Occupancy Agreement with Participant, or if Participant ceases to meet the criterion for continued rental assistance will notify them of non-renewal of Occupancy Agreement and assist them with transition from the Program.

Each Participant shall be advised of their re-examination results, in writing, a minimum of 15 days prior to the effective date of any change resulting from re-examination.

- B) During the re-examination period, no changes in rent will be made except with the decrease or increase of Participant income, or change in allowances (as identified by HUD) for those Participants receiving rental assistance.
- C) Participant can also request a re-examination if there is a decrease in Participant's income, and/or a change in allowances (as identified by HUD).

**HUD identified allowances include things such as: number of dependents; child care expenses for children 12 and under that are made in order for a household member to work; reasonable expenses for attendant care for a disabled individual that enable a household member to work; and medical expenses not covered by insurance or reimbursed.*

4. PROJECT STAFF AGREES:

- A) To work with Participant on achieving increased housing stability, skills, income and self-sufficiency.
- B) To monitor the Housing Quality Standards of the Dwelling Unit (per HUD requirements), at least annually, to help ensure that the unit is in decent, safe and sanitary condition.
- C) To monitor rent reasonableness for the unit being leased by the Participant to help ensure that the rent being charged by the landlord is reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities, and is not more than rents currently be charged by the same landlord for comparable unassisted units.
- D) To notify Participant in writing, when the Participant's action is not in accordance with the Occupancy Agreement.
- E) To notify Participant in writing, in the case of Occupancy Agreement termination (termination from the Program), To allow the specified time for Participant to request a grievance hearing and/or time for the grievance process to be completed prior to termination from the Program.

HUD HOUSING PROGRAM
Occupancy Agreement
(Page 4)

5. THE PARTICIPANT AGREES:

- A) To actively work with Program staff toward increasing their housing stability, skills, income and self-sufficiency.
- B) To keep their Dwelling Unit in a reasonably clean and safe condition.
- C) To dispose of all ashes, garbage, rubbish and other waste from the Dwelling Unit, in a sanitary and safe manner.
- D) To utilize electrical, plumbing, heating, ventilating, air conditioning equipment, as well as any appliances, in a reasonable manner.
- E) To refrain from, and to cause Participant's guest(s) to refrain from, destroying, defacing, damaging or removing any part of the Dwelling Unit or housing property.
- F) To act, and cause Participant's guest(s) to act, in a manner which will not disturb other Participant's or other Tenant's peaceful enjoyment of their accommodations or impair the physical or social environment of the housing property and will be conducive to maintaining the property in a decent, safe and sanitary condition.
- G) To leave the Dwelling Unit in good, clean condition – reasonable wear and tear is expected. Participant will need to schedule an exit appointment with Program staff, if when moving the Participant will be leave the Program.
- H) To insure that Participant, any Participant's guest(s) or any person under Participant's control do not engage in any criminal activity, drug related or otherwise, on or near housing property. Any criminal activity shall be cause for termination of Occupancy Agreement / termination from the Program.
(For the purpose of this Section, the term "Drug Related Criminal Activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use, of a controlled substance)
- I) To follow all conditions as outlined in lease agreement with Landlord (this includes paying Participant portion of the rent on time).

6. INSPECTION/MONITORING:

Participant agrees that upon reasonable advance notification, Program staff shall be permitted to enter the Dwelling Unit during reasonable hours for the purpose of performing routine Housing Quality Standards inspections.

7. TERMINATION FROM PROJECT:

Program staff shall not terminate Participant from the Program (terminate Occupancy Agreement) prior to Participant's completion of the Program, other than for serious or repeated violations of material terms of the Occupancy Agreement, such as failure to fulfill the Participant's obligations set forth in Section 5 or for other good cause.

HUD HOUSING PROGRAM
Occupancy Agreement
(Page 5)

Program staff shall give written notice of termination from Program (termination of Occupancy Agreement), which shall be a 30 day notice in most cases. The only time notice would be less than 30 days, would be a situation in which the health and/or safety of other Participants or Program staff is threatened. In this situation, length of notice will be determined based on the severity of the situation.

The Notice of Program Termination to Participant shall state specific grounds for termination and shall inform the Participant of Participant's right to make a reply. The Notice shall also inform Participant of the Participant's right to request a hearing in accordance with Agency Grievance Procedures. Concerning Program termination, the Participant shall not terminate until the time for the Participant to request a grievance hearing has expired, and/or the grievance process has been completed.

Participant may choose to terminate from the Program at any time, by notifying designated Program staff. Prior to leaving the Program, Participant shall schedule an exit appointment with Program staff.

8. GRIEVANCE PROCEDURES:

All disputes concerning the obligations of Participant or Program staff shall be resolved in accordance with Agency Grievance Procedures which are in effect at the time of such dispute.

9. OCCUPANCY AGREEMENT MODIFICATION:

This Occupancy Agreement supersedes any previous Occupancy Agreement between Program staff and Participant. This Occupancy Agreement, together with any future adjustments of rent or Dwelling Unit, evidences the entire agreement between Program staff and the Participant, except as to changes in rent noted in Section 3 of this Agreement, and changes to any of Agency/Program policies, rules and/or regulations. Any modification of this Occupancy Agreement will be accomplished by a written Amendment to the Agreement executed by both Program staff and Participant.

IN WITNESS WHEREOF, the parties have executed this Occupancy Agreement this _____ day of _____.
(Month & Year)

Participant Signature & Date

Project Staff Signature & Date

PARTICIPANT INFORMATION

HUD HOUSING PROGRAM
Participant Information Form
(Page 1)

Participant Name: _____

Application Date: _____ **Circle One:** Accepted / Denied

Housing Program: CO S+C / CO PH / HOPE S+C **Date Placed:** _____

Property Name (If Applicable): _____

Address: _____

Family Composition (how many people): _____ **# of Bedrooms:** _____

Total Rent: _____ **TRA Amt:** _____ **Amt. Participant Pays:** _____

Comments: _____

UPDATE **Date:** _____

Family Composition (how many people): _____ **# of Bedrooms:** _____

Total Rent: _____ **TRA Amt:** _____ **Amt. Participant Pays:** _____

Comments: _____

UPDATE **Date:** _____

Family Composition (how many people): _____ **# of Bedrooms:** _____

Total Rent: _____ **TRA Amt:** _____ **Amt. Participant Pays:** _____

Comments: _____

HUD HOUSING PROGRAM
Participant Information Form – Cont'd
(Page ____)

UPDATE **Date:** _____
Family Composition (how many people): ____ **# of Bedrooms:** ____
Total Rent: _____ **TRA Amt:** _____ **Amt. Participant Pays:** _____
Comments: _____

UPDATE **Date:** _____
Family Composition (how many people): ____ **# of Bedrooms:** ____
Total Rent: _____ **TRA Amt:** _____ **Amt. Participant Pays:** _____
Comments: _____

UPDATE **Date:** _____
Family Composition (how many people): ____ **# of Bedrooms:** ____
Total Rent: _____ **TRA Amt:** _____ **Amt. Participant Pays:** _____
Comments: _____

UPDATE **Date:** _____
Family Composition (how many people): ____ **# of Bedrooms:** ____
Total Rent: _____ **TRA Amt:** _____ **Amt. Participant Pays:** _____
Comments: _____

HUD HOUSING PROGRAM Participant Written Correspondence

Things to Note:

- **Written notification is required to be sent to Participant in multiple circumstance outlined in the Occupancy Agreement, including:**
 - Written notification of re-inspection results when there are any resulting changes (ex: change in rental assistance amount)
 - Written notification alerting Participant when they are not acting in accordance with the Occupancy Agreement
 - Written notification of termination

- **Copies of written notification sent to Participant should be kept in Participant Housing File**

HUD HOUSING PROGRAM
Participant Exit Information Form
 (Page 1)

Participant Name: _____ **ID #** _____

Exit Date: _____ **Housing Program:** CO S+C / CO PH / HOPE S+C

Reason for Leaving the Project:

<input type="checkbox"/> Left for other permanent housing (completed program) <input type="checkbox"/> Program Initiated Termination (non-compliance with Occupancy Agreement) <input type="checkbox"/> Institutionalization	<input type="checkbox"/> Participant Initiated Termination (other than program completion) <input type="checkbox"/> Death <input type="checkbox"/> Other: _____
--	---

Comments: _____

Length of Participation:

<input type="checkbox"/> 30 days or less <input type="checkbox"/> 31 – 60 days <input type="checkbox"/> 61 – 180 days <input type="checkbox"/> 81 – 365 days <input type="checkbox"/> 366 – 730 days (1-2 years)	<input type="checkbox"/> 731 – 1,095 days (2-3 years) <input type="checkbox"/> 1,096 – 1,460 days (3-4 years) <input type="checkbox"/> 1,461 – 1,825 days (4-5 years) <input type="checkbox"/> More than 1,825 days (> 5 years) <input type="checkbox"/> Information missing
--	---

Destination at Program Exit:

Permanent	Temporary
<input type="checkbox"/> Owned by Client- No ongoing Subsidy <input type="checkbox"/> Owned by Client- With ongoing Subsidy <input type="checkbox"/> Rental by Client- No ongoing Subsidy <input type="checkbox"/> Rental by Client- VASH Subsidy <input type="checkbox"/> Rental by Client- Other ongoing Subsidy <input type="checkbox"/> PSH for Homeless Persons <input type="checkbox"/> Living with Family- Permanent Tenure <input type="checkbox"/> Living with Friends- Permanent Tenure	<input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Transitional Housing for Homeless Persons <input type="checkbox"/> Staying with Family- Temporary Tenure <input type="checkbox"/> Staying with Friends- Temporary Tenure <input type="checkbox"/> Place Not Meant for Human Habitation <input type="checkbox"/> Safe Haven <input type="checkbox"/> Hotel or Motel- Paid by Client

Institutional	Other
<input type="checkbox"/> Foster Care Home or Group Foster Care Home <input type="checkbox"/> Psychiatric Facility <input type="checkbox"/> Substance Abuse or Detox Facility <input type="checkbox"/> Hospital (non-psychiatric) <input type="checkbox"/> Jail, Prison, or Juvenile Detention Facility	<input type="checkbox"/> Deceased <input type="checkbox"/> Other: _____ <input type="checkbox"/> Don't Know/Refused <input type="checkbox"/> Information Missing

HUD HOUSING PROGRAM
Participant Exit Information Form
 (Page 2)

Total Monthly Income for individual/family at Exit? _____

Income Source	Amount
Employment Income	
Unemployment Insurance	
SSI	
SSDI	
Veteran's Disability	
Private Disability Insurance	
Worker's Compensation	
TANF or Equivalent	
General Assistance	
Retirement (Social Security)	
Veteran's Pension	
Pension from Former Job	
Child Support	
Alimony (Spousal Support)	
Other (Please specify):	

Non-Cash Benefits at Exit:

<input type="checkbox"/> Supplemental Nutritional Assistance Program (Food Stamps) <input type="checkbox"/> Medicaid Health Insurance <input type="checkbox"/> Medicare Health Insurance <input type="checkbox"/> State Children's Health Insurance <input type="checkbox"/> WIC <input type="checkbox"/> VA Medical Services	<input type="checkbox"/> TANF Child Care Services <input type="checkbox"/> TANF Transportation Services <input type="checkbox"/> Other TANF Funded Services <input type="checkbox"/> Temporary Rental Assistance <input type="checkbox"/> Section 8, Public Housing, Rental Assistance <input type="checkbox"/> Other: _____
--	---

Conditions at Exit:

<input type="checkbox"/> Mental Illness <input type="checkbox"/> Alcohol Abuse <input type="checkbox"/> Drug Abuse <input type="checkbox"/> Chronic health condition	<input type="checkbox"/> HIV/AIDS and related diseases <input type="checkbox"/> Developmental disability <input type="checkbox"/> Physical disability <input type="checkbox"/> Other: _____
---	--

Program Staff:

Print Name

Signature & Date

FAIR HOUSING

The Fair Housing Act protects people from discrimination when they are renting, buying, or securing financing for any housing. The prohibitions specifically cover discrimination because of race, color, national origin, religion, sex, disability and the presence of children.

Complaints filed with HUD are investigated by the Office of Fair Housing and Equal Opportunity (FHEO). If the complaint is not successfully conciliated, FHEO determines whether reasonable cause exists to believe that a discriminatory housing practice has occurred. Where reasonable cause is found, the parties to the complaint are notified by HUD's issuance of a Determination, as well as a Charge of Discrimination, and a hearing is scheduled before a HUD administrative law judge. Either party - complainant or respondent - may cause the HUD-scheduled administrative proceeding to be terminated by electing instead to have the matter litigated in Federal court. Whenever a party has so elected, the Department of Justice takes over HUD's role as counsel seeking resolution of the charge on behalf of aggrieved persons, and the matter proceeds as a civil action. Either form of action - the ALJ proceeding or the civil action in Federal court - is subject to review in the U.S. Court of Appeals.

Basic facts about the Fair Housing Act

1.)What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

2.)What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or

- Set different terms or conditions for purchasing a loan.

In Addition: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

3.)Additional Protection if You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability

your landlord **may not:**

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

Example: A building with a no pets policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

4.)Requirements for New Buildings

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:

- An accessible route into and through the unit
- Accessible light switches, electrical outlets, thermostats and other environmental controls
- Reinforced bathroom walls to allow later installation of grab bars and
- Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

5.) Housing Opportunities for Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- A parent
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

If You Think Your Rights Have Been Violated

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the **Housing Discrimination Complaint Form** is available for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the **HUD Office** nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

Step 1: What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification to the housing involved
- A short description to the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) to the alleged violation

Step 2: Where to Write or Call:

Send the Housing Discrimination Complaint Form or a letter to the **HUD Office** nearest you or you may call that office directly.

If You Are Disabled:

HUD also provides:

- A toll-free TTY phone for the hearing impaired: **1-800-927-9275**.
- Interpreters
- Tapes and braille materials
- Assistance in reading and completing forms

What Happens when You File a Complaint?

HUD will notify you when it receives your complaint. Normally, HUD also will:

- Notify the alleged violator of your complaint and permit that person to submit an answer
- Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- Notify you if it cannot complete an investigation within 100 days of receiving your complaint

Conciliation

HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

Complaint Referrals

If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

What if You Need Help Quickly?

If you need immediate help to stop a serious problem that is being caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

- Irreparable harm is likely to occur without HUD's intervention
- There is substantial evidence that a violation of the Fair Housing Act occurred

Example: A builder agrees to sell a house but, after learning the buyer is black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

What Happens after a Complaint Investigation?

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent want the case to be heard in Federal district court. Either way, there is no cost to you.

The Administrative Hearing:

If your case goes to an administrative hearing HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALA) will consider evidence from you and the respondent. If the ALA decides that discrimination occurred, the respondent can be ordered:

- To compensate you for actual damages, including humiliation, pain and suffering.
- To provide injunctive or other equitable relief, for example, to make the housing available to you.
- To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are \$16,000 for a first violation and \$70,000 for a third violation within seven years.
- To pay reasonable attorney's fees and costs.

Federal District Court

If you or the respondent choose to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALA, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition, the court can award punitive damages.

In Addition

You May File Suit: You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the Court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a

conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

Other Tools to Combat Housing Discrimination:

If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.

The Attorney General may file a suit in a Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.