**Housing Opportunities for Persons with AIDS**

**A program of the Louisiana Department of Health STD/HIV Program**

**Program Manual**

**CONTENTS**

[Section 1. Purpose and Use of the Manual 2](#_Toc528213995)

[Section 2. Program Rules 2](#_Toc528213996)

[Section 3. Program Definitions 3](#_Toc528213997)

[Section 4. Program Purpose, Administration, and Overview 6](#_Toc528213998)

[Section 5. Project Sponsor Roles and Responsibilities 7](#_Toc528213999)

[Section 6. Confidentiality 8](#_Toc528214000)

[Section 7. Ensuring Access to the Program 8](#_Toc528214001)

[Section 8. Fair Housing, Nondiscrimination, and Equal Opportunity 9](#_Toc528214002)

[Section 9. Violence Against Women Act Requirements 11](#_Toc528214003)

[Section 10. Housing Quality Standards 16](#_Toc528214004)

[Section 11. Linkage with Other Affordable Housing Programs 18](#_Toc528214005)

[Section 12. Program Forms 19](#_Toc528214006)

[Section 13. Program Eligibility 20](#_Toc528214007)

[Section 14. Housing Assistance 24](#_Toc528214008)

[*Tenant-Based Rental Assistance (TBRA) Services* 29](#_Toc528214009)

[*Short-Term Rent, Mortgage, and Utility (STRMU) Services* 35](#_Toc528214010)

[*Permanent Housing Placement (PHP) Services* 41](#_Toc528214011)

[*Facility-Based Housing Assistance (FBHA) Services* 43](#_Toc528214012)

[Short-Term Supportive Housing (STSH) Services 46](#_Toc528214013)

[Transitional Supportive Housing (TSH) Services 49](#_Toc528214014)

[Section 15. Other Supporting Documentation 55](#_Toc528214015)

[Section 16. Termination 55](#_Toc528214016)

[Section 17. Grace Periods for Surviving or Remaining Household Members 56](#_Toc528214017)

[Section 18. HUD Datasets 57](#_Toc528214018)

[Appendices 59](#_Toc528214019)

[Appendix A: Using HOPWA Housing Assistance for Mobile Homes 60](#_Toc528214020)

[Appendix B: Earned Income Disregard 62](#_Toc528214021)

[Appendix C: Permanent Housing Placement Accounting Guidelines 64](#_Toc528214022)

[Appendix D: Frequently Asked Questions 66](#_Toc528214023)

[Appendix H: Rental Assistance Instructions for Shared Housing Arrangements 83](#_Toc528214024)

[Appendix I: Tenant Lease Provisions 85](#_Toc528214025)

[Appendix J: “Can I Pay this Owner?” 87](#_Toc528214026)

[Appendix K: VAWA Requirements for Rental Assistance Services 88](#_Toc528214027)

**PROGRAM MANUAL**

# Section 1. Purpose and Use of the Manual

This manual contains a basic overview of the Louisiana Department of Health Housing Opportunities for Persons with AIDS (HOPWA) Program and its eligible activities and requirements. It is not intended to replace existing guidance produced by the U.S. Department of Housing and Urban Development (HUD). Additional program information can be found on the [HUD Exchange HOPWA Page](https://www.hudexchange.info/programs/hopwa/). This manual provides guidance to:

* + Louisiana Department of Health Project Sponsors for program administration; and
  + LDH STD/HIV staff for program monitoring and technical assistance provision.

*Thanks to the Texas Department of State Health Services for their HOPWA Program Manual, which provided much of the content for this document.*

# Section 2. Program Rules

The HOPWA rules in 24 Code of Federal Regulation (CFR) §574 provide general standards for eligible activities such as determining program eligibility, housing quality standards, and standards regarding household rent payments as provided under the United States Housing Act of 1937. Standards for shared housing are referenced in 24 CFR §982.615 – §982.618. Other applicable CFRs include, but are not limited to:

* **2 CFR §200** are the regulations for uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities.
* **24 CFR §5.609** are the HUD regulations defining the elements of household annual gross income that must be counted in determining income eligibility for the HOPWA program.
* **24 CFR §5.611** are the HUD regulations defining deductions from a household’s annual gross income that can be claimed in determining a rental assistance subsidy.
* **24 CFR §5.617** are the HUD regulations requiring a disallowance of earned income by persons with disabilities residing in TBRA- or TSH-assisted units upon returning to work after certain conditions have been met.
* **24 CFR §5, Subpart L** are the HUD regulations for the Violence Against Women Act (VAWA), which provides protections for survivors of domestic violence, dating violence, sexual assault, or stalking.
* **24 CFR §574.430** are HOPWA regulations prohibiting fees. Other than rent, Project Sponsors cannot charge any fees to households in order to pay for program operations or supportive services.
* **24 CFR §574.510, §50, and §58** are regulations for environmental standards and procedures. Per 24 CFR §574.510, all program activities are subject to HUD environmental regulations in 24 CFR §50 and §58. LDH, Project Sponsors, and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under §574, or commit or expend HUD or local funds for such eligible activities under §574, until the responsible entity (as defined in §58.2) has completed the environmental review procedures required by §58 and the Request for Release of Funds (RROF) and Certification have been approved. HUD will not release grant funds if LDH commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before a Project Sponsor submits and HUD approves its RROF (where such submission is required). Project Sponsors must supply all available, relevant information necessary for the responsible entity to perform for each property any environmental review required by §574.510. Project Sponsors must also carry out mitigating measures required by the responsible entity or select alternate eligible property.

**NOTE:** LDH Project Sponsors cannot use HOPWA Program funds to acquire, rehabilitate, convert, repair, dispose of, demolish, or construct property. LDH Project Sponsors may only undertake activities determined to be exempt, categorically excluded not subject to §58.5, and categorically excluded subject to §58.5 where the proposed activity converted to exempt. Project Sponsors must consult with LDH to identify all environmental compliance actions for each proposed activity.

* **24 CFR §574.530** are HOPWA record keeping requirements.
* **24 CFR §574.635 and §35** are regulations for Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846) and lead-based paint poisoning notification requirements.
* **24 CFR §574.625** relates to conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for recipients and subrecipients that are States) and 2 CFR §200.318 through §200.326 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of LDH, or Project Sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. Project Sponsors should have policies in place that identify and handle real or potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. HUD requires such a policy, which are often part of an organization’s “code of conduct” for board, staff, and volunteers. It is advisable to have a copy signed by all members listed above on an annual basis. Additionally, the policy must comply with the LDH HIV/STD Program Policies.
* **Section 31** of the Federal Fire Prevention and Control Act of 1974 relates to smoke alarm requirements.

# Section 3. Program Definitions

* + - **Administrative Costs**

Costs for general management, oversight, coordination, evaluation, and reporting. Project sponsor administrative costs are limited to 7 percent of the portion of the grant amount they receive.

* + - **Beneficiary(ies)**

All members of a household who received HOPWA assistance during the operating year including the one individual who qualified the household for HOPWA assistance as well as any other members of the household (with or without HIV) who benefitted from the assistance.

* + - **Chronically Homeless Person**

Per 24 CFR §578.3, a chronically homeless person is:

(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 3 years; and (iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), 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 no 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 has been homeless.

* + - **Disabling Condition**

Evidencing a diagnosable substance use disorder, serious mental illness, developmental disability, chronic physical illness, or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual’s ability to work or perform one or more activities of daily living. An HIV/AIDS diagnosis is considered a disabling condition.

* + - **Eligible Individual**

The one low-income person with HIV/AIDS who qualifies a household for HOPWA assistance. This person may be considered “Head of Household.” When the CAPER asks for information on eligible individuals, report only this individual person. Where there is more than one person living with HIV (PLWH) in the household, the additional PLWH(s), would be considered a beneficiary(s).

* + - **Gross Rent**

The sum of combined rent and utilities costs. For rental assistance services, the gross rent of the proposed unit, including appropriate utility allowances, must be at or below the lower of the rent standard or the reasonable rent.

* + - **Household**

A single person or a group of persons residing together. Any group of people that present together for assistance and identify themselves as a household – regardless of relationship, age, disability, or other factors – are considered to be a household and must be served together as such. The term is used for collecting data on changes in eligibility, changes in access to services, and outcomes on achieving housing stability. Live-In Aides (see “Live-In Aide”) and non-beneficiaries (e.g., a shared housing arrangement with a roommate) who resided in the unit are not included in the household.

* + - **Housing Stability**

The degree to which the HOPWA assisted beneficiaries remain in stable housing during the operating year. See service outcome categories for TBRA, STRMU, and FBHA in Section 14. Housing Assistance and Supportive Services.

* + - **Housing Choice Voucher (HCV)**

The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.

* + - **Human Immunodeficiency Virus (HIV)**

An infection caused by a virus that infects the body and destroys portions of the immune system and is documented by a positive serologic test.

* + - **In-Kind Leveraged Resources**

These involve additional types of support provided to assist HOPWA beneficiaries such as volunteer services, materials, use of equipment and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the rate established in HUD notices, such as the rate of ten dollars per hour. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sales, advertised prices, appraisals, or other information for comparable property similarly situated.

* + - **Leveraged Funds**

The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources by Project Sponsors in dedicating assistance to eligible households. Leveraged funds or other assistance are used directly in or in support of HOPWA program delivery.

* + - **Live-In Aide**

A person who resides with the HOPWA Eligible Individual and who meets the following criteria: (1) is essential to the care and welfare of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. Live-In Aides are not considered household members.

* + - **Master Leasing**

Applies to Project Sponsors that lease units (site or scattered site) from an owner and sublease the units to clients. Project Sponsors facilitate housing by assuming the tenancy burden for households that may not be able to obtain a lease on their own due to poor credit, evictions, or lack of income. Assistance is not portable or transferable.

* + - **Operating Costs**

Applies to facility-based housing that is owned by the Project Sponsor and currently open. Operating costs include day-to-day housing function and operation costs like maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and salary for staff costs directly related to the facility, but not staff costs for delivering services.

* + - **Outcome**

The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary and to reduce the risks of homelessness, and improve access to HIV treatment and other health care and support.

* + - **Output**

The number of households that receive HOPWA assistance during the operating year.

* + - **Permanent Housing Placement (PHP) Services**

A supportive housing assistance service that helps establish the household in the housing unit, including but not limited to reasonable costs for security deposits not to exceed two months of rent costs.

* + - **Program Income**

Gross income directly generated from the use of HOPWA funds, including repayments.

* + - **Project-Based Rental Assistance (PBRA) Services**

A facility-based rental assistance service that is tied to units (site or scattered site) owned or controlled by a Project Sponsor. Assistance is not portable or transferable.

* + - **Project Sponsor**

Any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing or administrative services as defined in 24 CFR §574.300. Project Sponsors are required to provide performance data on households served and funds expended.

* **Rental Assistance**

A housing assistance service that subsidizes the rent of a household, including assistance for shared housing arrangements. The subsidy amount is determined in part based on household income and rental costs associated with the household’s lease. HOPWA rental assistance can be tenant-based (see “Tenant-Based Rental Assistance Services”) or facility-based (see “Facility-Based Rental Assistance Services”). All rental assistance services are subject to the following components:

* Housing Quality Standards Certification;
* Rent Standard and Rent Reasonableness Certification; and
* Rental Assistance Calculation.

Depending on local needs, rental assistance may be designed as transitional or permanent and include time limits. If a Project Sponsor establishes a time limit for rental assistance, they must collaborate with LDH develop a local program policy that clearly defines the length of time households may receive rental assistance and include a protocol for notifying households about local time limits.

* + - **Roommate**

A roommate relationship (i.e., a shared housing arrangement) is established for the purposes of sharing rent and utility bills in return for receiving a share of the space available. Roommates are not considered household members as they are households unto themselves. The household must identify whether an individual is a household member or a roommate at the time of application and at any subsequent renewals.

* + - **Short-Term Rent, Mortgage, and Utility (STRMU) Services**

Time-limited housing assistance designed to prevent homelessness and increase housing stability. Project Sponsors may provide assistance for up to 21 weeks in any 52-week period. The amount of assistance varies per household depending on funds available, need, and program guidelines.

* + - **Tenant-Based Rental Assistance (TBRA) Services**

A rental assistance service similar to the Housing Choice Voucher program that helps low-income households access affordable housing (see “Rental Assistance”). Unlike facility-based rental assistance, services are not tied to a specific unit, so households may move to a different unit without losing their assistance, subject to individual program rules.

* + - **Transgender**

Transgender is defined as a person who identifies with, or presents as, a gender that is different from the gender assigned to them at birth.

* + - **Veteran**

A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called to active duty.

# Section 4. Program Purpose, Administration, and Overview

* 1. **Program Purpose**

The goals of the HOPWA Program are to help low-income persons living with HIV and their households establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to health care and supportive services.

* 1. **Program Administration**

LDH administers the program, which is funded by annual formula grants from HUD. LDH contracts with Project Sponsors in LDH public health regions III-IX. LDH selects Project Sponsors through a combination of competitive Requests for Proposals (RFP).

* 1. **Authorized services**

LDH authorizes the following services (see Section 14. Housing Assistance):

* + 1. Tenant-Based Rental Assistance (TBRA)
    2. Short-Term Rent, Mortgage, and Utility (STRMU)
    3. Facility-Based Housing Assistance (FBHA)
    4. Permanent Housing Placement (PHP)
    5. Resource Identification (RI)

# Section 5. Project Sponsor Roles and Responsibilities

* 1. **Project Sponsor Roles and Responsibilities**
     1. Project Sponsors must comply with all federal and state regulations, policies, standards, and guidelines as specified in the subcontract and this manual.
     2. Project Sponsors must manage program funds in compliance with HUD and LDH regulations and charge costs to the appropriate contract. Current and historical spending data should be used for service planning purposes. Throughout the program year, Project Sponsors should monitor expenditures to assure funds are available and not depleted prematurely.
     3. Project Sponsors must ensure administrative costs, including non-service and indirect costs, do not exceed seven percent of their total program allocation.
     4. Project Sponsors must implement the program efficiently, effectively, and properly in their regions.
     5. Project Sponsors must collaborate with LDH to develop local program policies as needed.
     6. Project Sponsors must file Internal Revenue Service (IRS) Form 1099 for TBRA, STRMU, FBHA, and PHP rent payments to individuals and partnerships. If a Project Sponsor makes rent payments of $600.00 or more to property owners in any calendar year, then they must report this to the IRS on form 1099-MISC, Box 1, “Rents” (Revenue Rule 88-53). To comply with this requirement, Project Sponsors must obtain the taxpayer identification number (TIN), social security number (SSN), or employer identification number (EIN) of all entities to which it will make rent payments. **NOTE:** LDH Project Sponsors cannot pay clients directly.
  2. **Project Sponsor Required Local Policies and Procedures**

As of providing HOPWA services, LDH requires Project Sponsors to have the following policies and procedures:

|  |
| --- |
| **Project Sponsor Policies and Procedures** |
| Anti-discrimination and affirmative outreach |
| Confidentiality |
| Conflict of interest |
| Grievances |
| Requiring application to other affordable housing |
| Restrictive program eligibility criteria *(if applicable)* |
| Restrictive service qualifications *(if applicable)* |
| Survivor grace periods |
| Rent standard increase *(if applicable)* |
| Termination |
| Waitlists for TBRA, STRMU, and FBHA services |

# Section 6. Confidentiality

* 1. **Ensure Confidentiality**

Per 24 CFR §574.440, Project Sponsors must ensure the confidentiality of all records by developing a comprehensive local program policy for confidentiality and consistently following the procedures. The policy must define confidential data and protected health information (PHI), describe how confidentiality is maintained, and outline breach procedures, notification requirements, mitigation activities, sanction levels, and requirements for duty to warn or report. The policy must provide a confidentiality training schedule (annually at a minimum) and designate a staff member as responsible for privacy and security (e.g. Privacy or Security Officer, Overall Responsible Party [ORP] or Local Responsible Party [LRP], Privacy Liaison, etc.). The policy should explain measures the Project Sponsor take to prevent unintentional disclosures, such as via agency logos or other identifying information on checks, letters, notifications, forms, envelopes, etc. that could imply a household member is living with HIV. For example, this could be accomplished by establishing a housing assistance checking account using a neutral account name such as “Housing Fund” or “Assistance Fund.”

* 1. **Consent to Release and/or Obtain Confidential Information**

Prior to exchanging information with any other agency or entity, Project Sponsors must first secure a release of information from the client. There may be exceptions to client disclosure as required by law. **Form F: Consent to Release and/or Obtain Confidential Information** must be completed and signed by the client identifying specific individuals or organizations to which confidential information may be disclosed and must be resigned annually. In the absence of specific written authorization, information identifying an individual’s HIV status may not be disclosed by the Project Sponsor to any individual or organization.

**NOTE:** Use of Form F is optional – Project Sponsors may use their preferred Health Insurance Portability and Accountability Act (HIPAA)-compliant release of information form.

# Section 7. Ensuring Access to the Program

* 1. **Application Office Location**

Project Sponsors should have an easily accessible location(s) where households can apply for assistance.

* 1. **Providing Information About Housing Assistance**

Ryan White applicants should be informed of housing assistance services during intake and existing clients should be informed during routine medical, psychosocial, or other appointments. Project Sponsors should assess the housing needs of all clients. When a household requests housing assistance, the housing case manager should inform them of the program. At minimum, the information should include:

* HOPWA housing assistance available;
* The application process;
* Documentation needed to determine program eligibility and qualifications for specific program services; and
* Current waitlist and priority populations, if applicable.
  1. **Methods of Taking Applications**

Project Sponsors can schedule appointments specifically for program applications. Applications can be completed during intake or routine appointments. To accommodate the needs of various households and assure proper use of staff resources, the Project Sponsor should offer to take applications during regular office hours, during home visits, or during extended office hours as needed.

The Project Sponsor must explore other housing assistance options that may be available to the applicant before utilizing HOPWA assistance and document any referrals and efforts to access other resources.

* 1. **Information Sharing**

Project Sponsors must share program information and eligibility criteria routinely with other HIV prevention and care agencies and local housing authorities in their regions. To accomplish this, Project Sponsors could post program information on their websites and social media platforms or distribute program information via pamphlets, fliers, and/or email lists. Project Sponsors must document how they shared program information each program year.

* 1. **Waitlists**

Project Sponsors must document unmet need beyond their service capacities by establishing waitlists for HOPWA-eligible households and maintaining a waitlist management tool (even if there are currently no waitlisted households). Project Sponsors must collaborate with LDH to develop a waitlist policy. The policy must specify how the waitlist is maintained and how waitlisted households are prioritized. Project Sponsors must categorize waitlisted households by the service category they need (i.e., TBRA; STRMU with additional STRMU subcategories for rent, mortgage, or utility costs; and FBHA), update their waitlists every three months at minimum, and include the dates households are added and removed.

# Section 8. Fair Housing, Nondiscrimination, and Equal Opportunity

* 1. **Fair Housing Act**

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, religion, sex, age, national origin, familial status, or handicap. It is unlawful to discriminate in any aspect of selling or renting housing or to deny a dwelling to a buyer or renter because of the disability of that individual, an individual associated with the buyer or renter, or an individual who intends to live in the residence. Other covered activities include zoning practices, new construction design, and advertising. More information and resources about the Fair Housing Act can be found on the HUD Fair Housing Program Office [website](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp). The “Fair Housing and Equal Opportunity for All” brochure can be downloaded in 16 different languages from the HUD Fair Housing Office Outreach Tools [website.](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/marketing) This page provides other Fair Housing resources for download and distribution.

* 1. **Affirmatively Furthering Fair Housing**

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal grantees further the purposes of the Fair Housing Act. LDH supports Project Sponsors in their efforts to take meaningful actions that overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the final rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development." Project Sponsors must report efforts to Affirmatively Further Fair Housing in their Quarterly Director’s Reports.

* 1. **Americans with Disabilities Act**

Per 24 CFR §574.603(a)(1), LDH and Project Sponsors must comply with the applicable provisions of the Americans with Disabilities Act (42 USC 12101-12213) and implementing regulations at 28 CFR §35 (States and local government grantees) and §36 (public accommodations and requirements for certain types of short-term housing assistance).

* 1. **Affirmative Outreach**

Per 24 CFR §574.603(b), Project Sponsors must develop local program policies to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

* 1. **Reasonable Accommodations**

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling. The Act requires owners of housing facilities to make reasonable exceptions in their policies and operations to afford people with disabilities equal housing opportunities. For example, a landlord with a "no pets" policy may be required to grant an exception to this rule and allow a household member who is blind to keep a guide dog in the residence. The Act also requires landlords to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces. The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.

# Section 9. Violence Against Women Act Requirements

The Violence Against Women Act (VAWA) provides protections and remedies for program applicants and beneficiaries who are survivors of domestic violence, dating violence, sexual assault, or stalking. Despite the name of this law, VAWA protections and remedies are available regardless of sex, gender identity, or sexual orientation. Per 24 CFR §5, Subpart L, VAWA applies to all HUD programs, including HOPWA. Specifically, an applicant or beneficiary of the LDH HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy.

* 1. **TBRA Requirements**

Per 24 CFR §574.604(a)(1), VAWA applies to TBRA services. VAWA provides protections and remedies for LDH HOPWA Program applicants and beneficiaries who are survivors of domestic violence, dating violence, sexual assault, or stalking. The LDH HOPWA Program uses standardized VAWA materials to assist Project Sponsors with meeting VAWA requirements. LDH Project Sponsors are required to use the VAWA materials. The materials include the latest revision date and Project Sponsors must use the most recent version. Old forms should be discarded as they are considered obsolete. Project Sponsors must maintain any forms used in the household’s file. Project Sponsors must enter their neutral program and/or fund name into each document before using them to attribute the documents to their programs and protect client confidentiality. As of this publication, the VAWA materials include:

**NOTE:** See Appendix K: VAWA Requirements for Rental Assistance Services.

|  |  |  |
| --- | --- | --- |
| **VAWA Materials** | |  |
| VAWA | Certification Form |  |
| VAWA | Emergency Transfer Form |  |
| VAWA | Emergency Transfer Plan |  |
| VAWA | Lease Addendum |  |
| VAWA | Notice of Occupancy Rights |  |

* + 1. **Owners**

Owners must use the **VAWA Lease Addendum**. The Addendum incorporates eviction prohibitions, lease construction provisions, and the confidentiality of documentation submitted by survivors requesting emergency transfers and of each survivor's housing location. The Addendum provides that the survivor may terminate the lease without penalty if the survivor has met the requirements for emergency transfer. Additionally, owners must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** with any notification of eviction they provide to the household.

**NOTE:** To receive TBRA services, a household’s lease must include a VAWA Lease Addendum.

**If a lease does not include a VAWA Lease Addendum, a Project Sponsor cannot approve the unit for TBRA services.**

* + 1. **Survivors**

In the event of an incident of domestic violence, dating violence, sexual assault, or stalking, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). If a survivor requests protections, they must submit the request to the Project Sponsor. The Project Sponsor will work with the owner to facilitate protections on the survivor's behalf. Project Sponsors must follow VAWA documentation and confidentiality requirements (see D. Request for Documentation; E. Permissible Documentation and Submission Requirements; and F. Confidentiality). Project Sponsors are also responsible for determining on a case-by-case basis whether to provide rental assistance to remaining beneficiaries if lease bifurcation or an emergency transfer results in division of the household. Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible.

* + 1. **Notification Requirements**

Project Sponsors must provide the **VAWA Notice of Occupancy Rights** and the **Optional VAWA Certification Form** to households at the following times: At the time the household is denied or provided rental assistance, with any notification of termination of rental assistance, and during annual recertifications. The **VAWA Notice of Occupancy Rights** explains the VAWA protections and any limitations on those protections. In the event of an incident of domestic violence, dating violence, sexual assault, or stalking, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.

* + 1. **Request for Documentation**

If an applicant or beneficiary informs a Project Sponsor they are a survivor, the Project Sponsor may request, in writing, that the applicant or beneficiary submit the documentation of survivor status as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors are not required to request that an applicant or beneficiary submit documentation of survivor status.

* + 1. **Permissible Documentation and Submission Requirements**

In response to a written request from the Project Sponsor, the applicant or beneficiary may submit as documentation any one of the following items, where it is at the discretion of the applicant or beneficiary which one of the following forms of documentation to submit:

* + - 1. The **VAWA Certification Form**, which:
         1. States that the applicant or beneficiary is a survivor of domestic violence, dating violence, sexual assault, or stalking; and
         2. Includes the name of the perpetrator if it is known and safe to provide; or
      2. A document:
         1. Signed by an employee, agent, or volunteer of a survivor service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the survivor has sought assistance relating to the incident or the effects of abuse;
         2. Signed by the applicant or beneficiary
      3. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
      4. At the Project Sponsor's discretion, an oral statement or other evidence provided by the applicant or beneficiary.
    1. **Confidentiality**

If an applicant or beneficiary submits documentation of survivor status (confidential information) to a Project Sponsor, the Project Sponsor must maintain the documentation in strict confidence. Project Sponsors shall not allow any staff to have access to confidential information unless explicitly authorized by the Project Sponsor for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. Project Sponsors shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the survivor in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the LDH HOPWA Program, or otherwise required by applicable law.

* + 1. **Remedies**
       1. *Lease Bifurcation*. Owners may bifurcate a lease in order to evict a perpetrator without regard to whether the perpetrator is a signatory to the lease and without evicting or otherwise penalizing a survivor or other beneficiaries. If an owner will bifurcate a lease, they must do so in accordance with Federal, State, or local law for lease termination. If the perpetrator is the eligible individual and the survivor is a remaining beneficiary, Project Sponsors must provide a reasonable grace period to the survivor and remaining beneficiaries.

**NOTE:** See Section 17. Grace Periods for Surviving or Remaining Household Members.

* + - 1. *Emergency Transfers*. Project Sponsors must adopt the **VAWA Emergency Transfer Plan**. The Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued TBRA or TSH services. Project Sponsors must make the Plan available upon request and, when feasible, must make its plan publicly available. To qualify for emergency transfer, the survivor must request a transfer in writing using the **VAWA Emergency Transfer Form**. Project Sponsors must provide reasonable accommodations to this policy for survivors with disabilities. Also, the survivor must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy. The Plan may require a survivor requesting emergency transfer to submit documentation as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors must maintain emergency transfer data, including outcome data for each request, and report this data to HUD annually. Project Sponsors must ensure that emergency transfer records are maintained for a 4-year period.
         1. *The Grantee must be notified of the need for an emergency transfer within 24 hours and may make additional funds available to cover the cost of an additional TBRA or TSH voucher if the Project Sponsor is currently maintaining a wait list and cannot make other arrangements*.
    1. **Prohibited Basis for Denial or Termination of Assistance or Eviction**

An applicant or beneficiary of the LDH HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy. A beneficiary of the LDH HOPWA Program may not be denied assistance or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

* + - 1. The criminal activity is perpetrated by a household member, guest, or other person under the control of the household; and
      2. A beneficiary is the survivor or threatened survivor of such domestic violence, dating violence, sexual assault, or stalking.
    1. **Construction of Lease Terms and Terms of Assistance**

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of an executed lease by the survivor or threatened survivor of such incident or good cause for terminating the assistance, tenancy, or occupancy rights under the LDH HOPWA Program of the survivor or threatened survivor of such incident.

* + 1. **Limitations of VAWA Protections**
       1. VAWA does not limit the authority of owners or Project Sponsors, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a survivor of domestic violence, dating violence, sexual assault, or stalking or the distribution or possession of property among beneficiaries.
       2. VAWA does not limit the authority of owners or Project Sponsors to evict or terminate assistance to a household for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against beneficiaries. However, owners or Project Sponsors must not subject a beneficiary, who is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with a beneficiary who is or has been a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
       3. VAWA does not limit the authority of owners or Project Sponsors to terminate assistance to or evict a household if the owner or Project Sponsor can demonstrate an actual and imminent threat to other households or those employed at or providing service to property of the owner or Project Sponsor would be present if that beneficiary or household is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR §5.2003.
       4. Any eviction or termination of assistance should be utilized by owners or Project Sponsors only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual beneficiaries.
  1. **STRMU and STSH Requirements**

Per 24 CFR §574.604(a)(2), VAWA does not apply to STRMU or STSH services except that an applicant or beneficiary may not be denied STRMU or STSH services on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking.

* 1. **PHP Requirements**

Per 24 CFR §5.2009(e)(9), the VAWA Emergency Transfer Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued TBRA or TSH services. Per 24 CFR §5.2009(c), Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor of domestic violence, dating violence, sexual assault, or stalking to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible (see Section 14. Housing Assistance and Supportive Services, Permanent Housing Placement (PHP) Services, 2. Eligible Costs). For example, a Project Sponsor could pay a reasonable security deposit to move the survivor into other permanent or transitional housing.

# Section 10. Housing Quality Standards

Per 24 CFR §574.310(b), §574.635, §35, and CPD-94-05, assisted units, including shared housing arrangements, must be safe, sanitary, and compliant with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing. Assisted units must also meet all Habitability Standards, Lead-Based Paint Requirements, and Fire Safety Requirements. TBRA and TSH units must be inspected. STRMU, STSH, and PHP units do not require inspections, but households must certify their housing meets all standards and requirements. If a Project Sponsor assesses that a STRMU- or STSH-assisted household is residing in substandard housing, the housing plan should address any unit deficiencies or include a goal of moving the household to a unit that meets all Housing Quality Standards.

Project Sponsors must complete **Form G: Housing Quality Standards Certification** before assisting a unit and annual recertifications. Also, the form must be completed if there has been a change in residency. Inspections can be performed without specialized training. The standards and requirements should be interpreted in the best judgment of the housing case manager.

* 1. **Habitability Standards**

The standards, as described in 24 CFR §574.310(b), include:

* + 1. *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
    2. *Access*. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
    3. *Space and security*. Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
    4. *Interior air quality*. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
    5. *Water supply*. The water supply must be free from contamination at levels that threaten the health of individuals.
    6. *Thermal environment*. The housing must have adequate heating and/or cooling facilities in proper operating condition.
    7. *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
    8. *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
    9. *Sanitary condition*. The housing and any equipment must be maintained in sanitary condition.
  1. **Lead-Based Paint Requirements**

The regulations for Lead-Based Paint, as described in the Lead-Based Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR §35, Subpart M, require certain responses to potential lead-based hazards. If the structure was built or rehabilitated prior to 1978, and a child under the age of six or a pregnant woman will reside in the property, and the property has a defective paint surface inside or outside the structure, the property cannot be approved until the defective surface is repaired by at least scraping and painting the surface with two coats of non-lead based paint. Defective paint surface means: Applicable surface on which paint is cracking, scaling, chipping, peeling or loose. Project Sponsors should notify the property owner of the need for paint stabilization. Specific guidelines for paint stabilization are described in 24 CFR §35.1330(b). If a child under age six residing in the HOPWA-assisted property has an Elevated Blood Level, paint surfaces must be tested for lead-based paint. If lead is found present, the surface must be abated in accordance with 24 CFR §35. Project Sponsors must use the following criteria to determine if a property can be approved or is deficient:

* + 1. Year the structure was built or rehabilitated
    2. A child under the age of six will reside in the property
    3. A pregnant woman will reside in the property

If the structure was built or rehabilitated before 1978, then the Project Sponsor must provide a [“Protect Your Family from Lead in Your Home”](http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure) pamphlet to the household. If the structure was built or rehabilitated before 1978 *and* a child under the age of six or pregnant woman will reside in the property, then the Project Sponsor must visually assess the unit. Visual assessments are unnecessary for zero-bedroom units or if a unit meets other exemptions in 24 CFR §35.115(a). The client will initial **Form G: Housing Quality Standards Certification** if they received the pamphlet. Housing case managers that perform visual assessments must complete the HUD Lead-Based Paint Visual Assessment Training (see Section 20. Program Technical Assistance and Trainings, 1. Project Sponsor Required Trainings).

* 1. **Fire Safety Requirements**

The requirements for Fire Safety, as described in the Fire Administration Authorization Act of 1992, require smoke detector installation. Smoke detectors must be installed in accordance with National Fire Protection Association Standard 74, or more stringent local policies as applicable. Existing units must contain a single or multiple-station smoke detector; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments.

# Section 11. Linkage with Other Affordable Housing Programs

* 1. **Collaboration with the HCV Program and Other Affordable Housing Programs**

Project Sponsors must establish linkages and collaborative relationships with other affordable housing program staff. Other affordable housing programs can be a vital resource for the long-term housing needs of HOPWA-assisted households. Project Sponsors must document how the linkages and collaborative relationships are being accomplished (e.g., written cooperative agreements, protocols, correspondence, etc.). Other long-term housing assistance programs include, but are not limited to:

* + 1. [HOPWA Project-Based Housing or Tenant-Based Rental Assistance](https://www.hudexchange.info/hopwa)
    2. [Housing Choice Voucher](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv)
    3. [Veterans Affairs Supportive Housing](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/vash)
    4. [Continuum of Care](https://www.hudexchange.info/programs/coc/)
    5. [Public Housing](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph)
    6. [HOME Investment Partnerships Program](https://www.hudexchange.info/programs/home/)
    7. [Section 811 Supportive Housing for Persons with Disabilities](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/grants/section811ptl)
    8. [Section 202 Supportive Housing for the Elderly](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/progdesc/eld202)
    9. [Low-Income Housing Tax Credits](http://lihtc.huduser.gov/agency_list.htm)
    10. [United States Department of Agriculture Housing Assistance](http://www.usda.gov/wps/portal/usda/usdahome?navid=HOUSING_ASSISTA)
    11. And other state and local resources, when available.
  1. **TBRA Requirements**
     1. **Applying for the HCV Program and Other Affordable Housing Programs and Tracking Applications**

Project Sponsors must develop a local program policy that requires households receiving TBRA services to apply for other affordable housing programs, renew applications as required, and accept assistance as offered. Additionally, Project Sponsors must develop an application tracking system. For example, a Project Sponsor could maintain a spreadsheet that includes an assisted household’s HCV or other affordable housing program waitlist number with periodic check-in dates.

* + 1. **Households that Fail to Accept the HCV or Other Affordable Housing**

Local program policies must state that TBRA or TSH households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program. This will reduce the TBRA and FBHA waitlists and provide timely services to other eligible households. Housing case managers must work closely with households receiving TBRA or TSH services and the local housing authority to assure that termination for this reason is rare. In special circumstances where accepting the HCV or other affordable housing would place an undue burden on the client, Project Sponsors may request a waiver to the policy using **Form J: Housing Choice Voucher/Other Affordable Housing Waiver**, which must be approved by LDH on a case-by-case basis. Special circumstances include but are not limited to:

* + - 1. Client would have to move away from household members who are important to their care or welfare;
      2. Client would have to move, but is too sick at the time to do so; or
      3. Client cannot find a suitable residence that will accept the HCV.

If a Project Sponsor will terminate a household for failure to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered, they must follow local program policies and procedures for termination as set forth in Section 16. Termination.

* 1. **STRMU and STSH Requirements**

As short-term intervention services, STRMU and STSH are not intended to provide continuous or perpetual assistance. Other types of long-term permanent housing assistance should be employed when household assessments indicate that little or no improvement of the conditions that caused the current housing instability are likely during or after the assistance period. Other long-term permanent housing assistance and/or programs are noted in 1. Collaboration with the HCV Program and Other Affordable Housing Programs. If a Project Sponsor determines that a STRMU- or STSH-assisted household needs ongoing rental assistance or other forms of long-term permanent housing beyond the assistance period to address immediate housing needs, Project Sponsors should seek to connect households to the resources listed in this Section.

# Section 12. Program Forms

The LDH HOPWA Program uses standardized program and service forms to assist Project Sponsors with program enrollment and service delivery. LDH Project Sponsors are required to use the LDH HOPWA Program forms unless otherwise noted below. The forms include the latest revision date and Project Sponsors must use the most recent version. Old forms should be discarded as they are considered obsolete. Project Sponsors must maintain any forms used in the household’s file and housing case managers must complete forms accurately. Forms that require the signature of a household member are available in Spanish. As of this publication, LDH HOPWA Program forms include:

**NOTE:** Use of Forms F is optional – Project Sponsors may use their preferred HIPAA-compliant release of information form, budgeting form, or housing plan form. Excel documents should be viewed at 100 percent zoom.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Program Entry Forms** | | | |  |  |
|  | | File Structure Checklist | |  |  |
| Form A | | Self-Declaration of Income | |  |  |
| Form B | | Self-Declaration of Residency | |  |  |
| Form C | Household Income Eligibility Worksheet | | |  |  |
| Form D | | HOPWA Program Agreement | |  |  |
| Form E | | Demographic and Statistical Data | |  |  |
| Form F | | Consent to Release and/or Obtain Confidential Information\* | |  |  |
| Form G | | Housing Quality Standards Certification | |  |  |
| Form H | | Rent Standard and Rent Reasonableness Certification |  | |  |
| Form I | | Rental Assistance Worksheet |  | |  |
| Form J | | Housing Choice Voucher/Other Affordable Housing Waiver |  | |  |
| Form K | | STRMU Tracking Worksheet |  | |  |
| Form L | | PHP Intent to Lease Worksheet |  | |  |
| Form M | | Interim Recertification Worksheet |  | |  |

# Section 13. Program Eligibility

* 1. **Determining Household Program Eligibility**

Project Sponsors are responsible for determining the eligibility of households that apply for the program. In shared housing arrangements where two or more unrelated households live together, Project Sponsors should assess the eligibility of only the applicant household, not the eligibility of the other households. Households must meet the following criteria to be eligible for the LDH HOPWA Program:

* + 1. At least one household member must be living with HIV (24 CFR §574.3);
    2. Household annual gross income cannot exceed 80 percent of area median income per the household’s Parish of residence (24 CFR §574.3); and
    3. The household must reside in the Project Sponsor’s Public Health Region (LDH requirement).
  1. **Eligibility Confirmation and Documentation Requirements**

Eligibility must be confirmed before program entry and recertifications. Project Sponsors must obtain complete eligibility documentation from households applying for the program and the documents must be maintained in the household’s file. Eligibility for participation in the program shall be confirmed by obtaining:

* + 1. **Proof of HIV seropositivity for at least one household member**

*(Documentation must predate the program entry date.)*

There are a number of different ways to document HIV infection. Proof of HIV infection may be found in laboratory test results or other forms of documentation that bear the client’s name. Examples of acceptable forms of documentation are provided below. This is not a complete list.

**NOTE:** HIV testing technology changes rapidly and standards for HIV confirmation continue to evolve. Project Sponsors must stay informed of advances as newer tests may also provide proof of HIV infection.

* + - 1. Positive results from two rapid HIV screening tests (different types) or one lab-based HIV screening test ;
      2. Positive result from an HIV 1 RNA qualitative virologic test such as a HIV 1 Nucleic Acid Amplification Test (NAAT);
      3. Detectable quantity from an HIV 1 RNA quantitative virologic test (e.g. viral load test);
      4. Report of detectable HIV “viral load” that includes the name of the client;
      5. A signed statement from a physician, physician’s assistant, advanced practice nurse, or registered nurse attesting to the HIV-positive status of the person; or
      6. A hospital discharge summary documenting HIV infection of the client. Client records from a client’s previous service provider may be used for the purpose of establishing the client’s eligibility for HIV services if those records contain one of the forms of proof of an HIV diagnosis listed above.
    1. **Proof of gross income for all household members 18 years of age and older**

*(The LDH HOPWA Determining Household Annual Gross Income Guide outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.)*

* + - 1. Per 24 CFR §5.609, income includes, but is not limited to:
         1. Gross wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
         2. Net income from operation of a business or from rental or real personal property
         3. Interest, dividends and other net income of any kind for real personal property
         4. Full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of period receipts except as provided in line 14 of Annual Income Exclusions
         5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay except as provided in line 3 of Annual Income Exclusions
         6. Temporary Assistance for Needy Families (TANF), including amounts designated for shelter and utilities (ex. FITAP)
         7. Alimony, child support payments, and regular contributions from organizations or from persons not residing in the dwelling
         8. All regular pay, special pay and allowances of a member of the Armed Forces except as provided in line 7 of Annual Income Exclusions.
      2. Project Sponsors must use **Form C: Household Income Eligibility Worksheet** to document and annualize household gross income and determine household income eligibility for the program. Form C must be completed before program entry and annual recertifications. Also, the form must be completed if there has been a change in circumstances related to program eligibility.
      3. If any household member 18 years of age and older reports that they have zero income or have attempted but cannot obtain third party proof of income, the household member must complete and sign **Form A: Self-Declaration of Income**.
      4. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.
    1. **Proof of current residency for all household members 18 years of age and older**

*(The household must reside in the Project Sponsor’s Public Health Region. Documentation must be current as of the program entry or recertification date.)*

* + - 1. Documentation evidencing tenancy includes a lease naming the household member as the leaseholder or occupant. Documentation must include an address in the Project Sponsor’s Public Health Region.
      2. Documentation evidencing ownership of encumbered property includes a deed accompanied by a mortgage or a deed of trust; a mortgage or deed of trust default/late payment notice which identifies the eligible person or a resident member of the household as the property owner/debtor; or, a valid, currently-dated title insurance policy identifying the eligible person or a resident member of the household as the property owner/debtor. Documentation must include an address in the Project Sponsor’s Public Health Region.
      3. Documentation evidencing a utility account in a household member’s name with a utility vendor. Documentation must include an address in the Project Sponsor’s Public Health Region.
      4. If any household member 18 years of age and older reports that they do not have a fixed address or have attempted but cannot obtain third party proof of current residency, the household member must complete and sign **Form B: Self-Declaration of Residency**.
      5. Form B is only used for program eligibility determination purposes. It cannot be used as a supporting document for housing assistance payments. Households must receive services in the Public Health Region in which they reside per their proof of residency. However, LDH may make exceptions on a case-by-case basis, if justified and with advance written approval from LDH.
  1. **Annual and Interim Recertifications**
     1. **Annual Recertifications**

Household program eligibility must be recertified annually (every 12 months) at minimum so that housing assistance and supportive services may continue. For annual recertifications, households must provide proof of gross income and current residency per the Eligibility Confirmation and Documentation Requirements above. Also, all Program Entry and applicable Service forms must be completed again.

* + 1. **Interim Recertifications**

Household program eligibility must be recertified if the household has experienced a change in circumstances related to program eligibility. Project Sponsors must complete **Form O: Interim Recertification Worksheet** if the household has experienced a change in income, residency, and/or composition and will remain in the program. Form O provides additional instructions for documenting changes and notes which program forms must be updated. A change in household income, residency, or composition will likely affect other program eligibility criteria and rental assistance calculations. Project Sponsors must follow the instructions of Form O carefully to ensure proper documentation of all possible changes.

* + - 1. *Change in Household Income.* The LDH HOPWA Program defines a change in income as $200.00 or more per month to align with HUD’s [Occupancy Requirements of Subsidized Multifamily Housing Programs](https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgh/4350.3), (see Chapter 7: Recertification, Unit Transfers, and Gross Rent Changes, Section 2: Interim Recertification). Attach documentation of the change in income to Form O (documentation must be complete and cover the 30 days preceding the recertification date). If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Form I for TBRA or TSH households and Form C for all households.
      2. *Change in Household Residency.* Attach documentation of change in residency to Form O (documentation must be current as of the recertification date). If household is outside of the Project Sponsor’s Public Health Region, program services will end immediately and household may seek services from the HOPWA provider in their new Public Health Region. If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Forms H and I for TBRA or TSH households and Forms C and G for all households.
      3. *Change in Household Composition.* Attach eligibility documents for all new household members 18 years of age and older to Form O. If the household does not include a household member living with HIV, the household is no longer eligible for the program unless the household qualifies for the Project Sponsor’s grace period. If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Forms C and E: Additional Beneficiaries data.

# Section 14. Housing Assistance

To qualify for any LDH HOPWA Program services:

* The household must first meet program eligibility requirements (see Section 13: Program Eligibility);
* The household must express understanding of program goals, program eligibility, service requirements, and rights and responsibilities and consent to program enrollment by signing **Form D: HOPWA Program Agreement**;
* The household must provide **Form E: Demographic and Statistical Data** for all household members;
* The assisted unit must meet all Housing Quality Standards (see Section 10. Housing Quality Standards); and
* A Project Sponsor must obtain the owner’s IRS Form W-9 before a check is issued for rent under TBRA, STRMU, FBHA, or PHP.
  1. **To receive TBRA services**
     1. The household must have a current lease to make payments on;
     2. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent;
     3. At least one household member must be named on the current lease or utility bill; and
     4. The current lease must include a **VAWA Lease Addendum**.
  2. **To receive STRMU services**
     1. The household must already be housed;
     2. The household must provide proof of a recent short-term emergency event that jeopardizes housing stability;
     3. At least one household member must be named on the current lease, mortgage, or utility bill; and
     4. The household can receive only 21 weeks of assistance in a 52-week period.
  3. **To receive PHP services**
     1. The household can be housed or homeless;
     2. The household must locate housing; and
     3. At least one household member must be named on **Form L: PHP Intent to Lease Worksheet** for initial move-in costs.
  4. **To receive STSH services**
     1. The household must be homeless;
     2. The household can receive only 60 days of facility-based assistance in a six-month period.
  5. **To receive TSH services**
     1. The household must be homeless/at risk of homelessness;
     2. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent;
     3. At least one household member must be named on the current lease or utility bill;
     4. The current lease must include a **VAWA Lease Addendum**; and
     5. The household can receive only 24 months of facility-based assistance.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Program Services *(right)* and**  **Eligible Costs *(below)*** | **TBRA Services** | **STRMU Services** | **STSH Services** | **TSH Services** | **PHP Services** |
| **1. Rent payments (for households with a lease)** | Yes, if done with inspections for Housing Quality Standards, unit meets rent standard/reasonable rent requirements, and based on household income. | Yes, if within 21-week limit. The amount of assistance is subject to negotiation between the Project Sponsor and the household. | No | Yes, if done with inspections for Housing Quality Standards, unit meets rent standard/reasonable rent requirements, and based on household income. Assistance is facility-based and capped at 24 cumulative months. | No |
| **2. Mortgage payments (but not down-payment support for new units)** | No | Yes, if within 21-week limit (for costs within the mortgage agreement). The amount of assistance is subject to negotiation between the Project Sponsor and the household. | No | No | No |
| **3. First month’s rent and security/utility deposits; credit checks** | Yes, if a lease was already executed and the first month’s rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TBRA). | No | No | Yes, if a lease was already executed and the first month’s rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TSH). | Yes, Application fees, related credit checks, utility hookup fees and deposits, first month’s rent, and reasonable security deposits necessary to move persons into permanent housing. Security deposits must not exceed two months of rent. |
| **4. Utility payments (gas, electric, water and sewer)** | Yes, if part of the rental payment. | Yes, if within 21-week limit. The amount of assistance is subject to negotiation between the Project Sponsor and the household. | No | Yes, if part of the rental payment. | Yes, but only for utility hookup fees and deposits and processing costs. |
| **5. Information and/or support to locate and apply for housing assistance** | No | No | No | No | Yes, such as support and help to complete housing applications, and eligibility screenings for tenancy or utilities for these units |
| **6. Move-in support, such as supplies, furnishings, and minor repairs of housing units** | No | No | No | No | No, however programs may coordinate with leveraged resources and donations. |
| **7. Other elements** | No | Yes. STRMU can pay late fees and other penalties if,  in the event of nonpayment, the household would be at risk of eviction or loss of housing | Yes. Pays necessary minimum costs for temporary shelters, including hotels and motels, if within the 60-day limit. Pays facility-based operating and leasing costs. | No | Yes. Rental and utility arrears or other past expenses if a household must pay them to secure a new unit. |

## *Tenant-Based Rental Assistance (TBRA) Services*

* 1. **Purpose**

TBRA is a rental subsidy used to help households obtain or maintain permanent housing, including assistance for shared housing arrangements, in the private rental housing market until they are able to enroll in the HCV Program or other affordable housing programs. Under TBRA, the household selects a housing unit of their choice. If the household moves out of the unit, payments to the owner will end and the household can move with continued assistance to another unit. In other words, TBRA is portable and moves with the household. TBRA households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Section 11. Linkage with the Housing Choice Voucher Program and Other Affordable Housing Programs).

* 1. **Eligible Costs**

TBRA only pays current rental costs. In some circumstances, TBRA can pay current utilities in the form of a utility reimbursement paid directly to a utility vendor. Per 24 CFR §574.320(a)(1), the “maximum subsidy” is the monthly amount that *could* be paid to both the owner (see 8. Calculating Monthly Household and Project Sponsor Rent Payments below) and to the utility vendor (see 9. Utility Allowances and Reimbursements below). In shared housing arrangements where two or more unrelated households live together and divide rental costs, Project Sponsors must prorate rental assistance for the portion of the unit occupied by the enrolled household. Per 24 CFR §574.320(b), the rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements is voluntary.

**NOTE:** See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

* 1. **Ineligible Costs**

TBRA cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TBRA cannot pay costs that exceed the “maximum subsidy” (see 2. Eligible Costs above). TBRA cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.). However, initial move-in costs can be paid using PHP services.

**NOTE:** Households cannot receive TBRA, STRMU, or FBHA services at the same time (i.e., TBRA, STRMU, and FBHA service periods may not overlap).

* 1. **Housing Status**

Households must present evidence of tenancy in the private unassisted housing market. TBRA is designed to alleviate the rent burden of low-income households. As such, TBRA may not be used to assist mortgagers.

* + 1. **Rent**

To receive TBRA services, households must have a legal right to reside in the private unassisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. As a general matter, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the unit and is therefore unqualified for TBRA services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

* + 1. **Utilities**

In the event a household receiving TBRA services qualifies for a utility reimbursement, the difference must be paid to the utility vendor (see 9. Utility Allowances and Reimbursements below). Failure to provide a reimbursement of this amount would violate the requirement of 24 CFR §574.310(d). To receive a utility reimbursement, a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit or lack of rental history often do not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving TBRA utility reimbursements based on the utility account not being in their name. For example, if a household’s utility account is in someone else’s name, a Project Sponsor could request a copy of the account holder’s photo identification and a signed statement from the account holder confirming that the household is responsible for the utility payments.

* 1. **Occupancy Standards**

The intent of TBRA Occupancy Standards is to provide:

* + 1. The smallest number of bedrooms needed by a household without overcrowding and
    2. Guidelines for selecting an appropriate rent standard value for rent standard and rent reasonableness certifications (see 7. Rent Standard and Rent Reasonableness below).

To be counted as a bedroom, the room must meet all Housing Quality Standards (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If the only method to enter one area is to pass through another room, then the space may be counted as a living/sleeping area, but will not be counted as a bedroom. The living room may be counted as a living/sleeping area, but not a bedroom. Kitchens and bathrooms may not be counted as living/sleeping areas or bedrooms. Project Sponsors must determine the appropriate number of bedrooms needed by a household based on household composition. The following requirements apply when determining the appropriate unit size:

* + 1. Size must provide the smallest number of bedrooms needed for all members without overcrowding.
    2. Size must be consistent with space requirements under the Housing Quality Standards (HQS).
    3. Size must be applied consistently for all households of like size and composition.
    4. A child who is temporarily away from the home because of placement in foster care is considered a member of the household in determining the size.
    5. A pregnant woman must be treated as two people in determining the size and small children (less than 2 years of age) may share a one-bedroom with a single parent.
    6. Any live-in aide must be counted in determining the size.
    7. Two elderly (65+) or disabled household members may be given separate bedrooms.

In determining unit size for a particular household, Project Sponsors may grant exception to the standards if the exception is justified by the age, sex, health, handicap, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household’s file. A household may occupy a unit larger than specified by the Occupancy Standards, but in such instances, Project Sponsors must use the rent standard for an appropriately-sized unit. For example, if a household qualifies for a one-bedroom unit, but occupies a two-bedroom unit, a Project Sponsor must use the rent standard for a one-bedroom unit when completing the rent standard and rent reasonableness certification.

The LDH HOPWA Program uses the [Housing Choice Voucher Program Guidebook](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/forms/guidebook) to regulate allowable unit sizes for program participants (see Chapter 5: Eligibility and Denial of Assistance, Part 9: Determination of Unit Size Requirements).

|  |  |  |
| --- | --- | --- |
| **TBRA Occupancy Standards: Permissible Unit Sizes** | | |
| **Bedrooms** | **Minimum Number of Household Members** | **Maximum Number of Household Members** |
| **0** | 1 | 1 |
| **1** | 1 | 2 |
| **2** | 2 | 4 |
| **3** | 3 | 6 |
| **4** | 6 | 8 |
| **5** | 8 | 10 |

* 1. **Rent Standard and Rent Reasonableness**

Per 24 CFR §574.320(a), the gross rent of TBRA-assisted units cannot exceed the rent standard. The LDH HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household’s Parish of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. An important point about the rent standard is that it includes both rent *and* utilities, or the “gross rent.” Utilities include electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal. Telephone, internet, and cable are not included. When determining whether a proposed unit is within the rent standard, Project Sponsors need to know the amount of several costs, including:

* Rent being requested by the landlord;
* Basic utilities included in the rent to the landlord; and
* Basic utilities to be paid separately in addition to the rent paid to the landlord.

The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the owner for comparable unassisted units. Project Sponsors should take into account the location, size, type, age of the unit, and amenities and utilities provided by the owners.

* *Size.* Proposed units should be compared to units with similar bedrooms, bathrooms, and square feet.
* *Type.* Proposed units should be compared to similar unit types (e.g., house, duplex, apartment, etc.).
* *Amenities.* Proposed units should be compared to units with similar amenities (appliances, patios, etc.).
* *Location.* Proposed units should be compared to units in the same areas.

Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. To ensure compliance with this requirement, Project Sponsors must complete **Form H: Rent Standard and Rent Reasonableness Certification** for each proposed unit before TBRA services start and annual recertifications. Also, the form must be completed if there has been a change in residency or rent. If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then TBRA services may not be provided. However, on a unit by unit basis, the Project Sponsor may increase the rent standard by up to 10 percent for up to 20 percent of the units that receive rental assistance (i.e., Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA services in a given program year).

**NOTE:** Project Sponsors must attach documentation of rent standard and rent reasonableness values used to Form H (i.e., FMR or exception rent standard table, comparison unit values, and utility schedule).

**NOTE:** Before using an exception rent standard, Project Sponsors must obtain a copy of HUD’s approval letter, the table, and documentation of the exception period and area. When completing Form H, Project Sponsors must ensure that the exception period is still active and the proposed unit is located in the exception area.

**NOTE:** See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

**NOTE:** The gross rent (rent + appropriate utility allowance) of the proposed unit cannot exceed the lower of the rent standard (FMR or exception rent standard) or reasonable rent (average of comparison units’ rents + appropriate utility allowances) for the unit. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TBRA services.

* 1. **Calculating Monthly Household and Project Sponsor Rent Payments**

TBRA pays the difference between the contractual rent to the owner and the household’s calculated rent payment. Project Sponsors make rental assistance payments directly to property owners and, in some circumstances, to utility vendors. Per 24 CFR §574.310(d), households receiving TBRA services must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the household's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of household and child care expenses and are described in detail in 24 CFR §5.611); (2) 10 percent of the household's monthly gross income; or (3) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household’s actual housing costs, is specifically designated by the agency to meet the household’s housing costs, the portion of the payment that is designated for housing costs. To accurately calculate the household’s monthly rent payment to the owner and the Project Sponsor’s monthly rent assistance payment to the owner, Project Sponsors must complete **Form I: Rental Assistance Worksheet** before TBRA services start and annual recertifications. Also, the form must be completed if there has been a change in circumstances related to program eligibility or rent. Form I includes two Earned Income Disregard Tabs (see Appendix B: Earned Income Disregard). The **Determining Household Annual Adjusted Income Guide** outlines acceptable forms of deduction verification and deduction calculation guidance. The Project Sponsor’s monthly payments to the owner and to the utility vendor depend on the contractual rent to the owner and any utility allowances the household qualifies for (see 9. Utility Allowances and Reimbursements below). Per 24 CFR §574.320(a)(1), the “Maximum Subsidy” is the monthly amount of TBRA funds that *could* be paid to both an owner and a utility vendor. The Maximum Subsidy is calculated by:

|  |  |  |
| --- | --- | --- |
|  | (A) Rent Standard ***\*OR\****(B) Reasonable Rent | *Identify a dollar value for each and pick the lower* |
| - | The household’s rent payment to the owner | *Calculated on the Rental Assistance Worksheet* |
|  | Maximum Subsidy | *Monthly assistance cannot exceed this amount* |

* 1. **Utility Allowances and Reimbursements**

Households receiving TBRA services must receive a utility allowance if they pay a separate utility vendor in addition to rent and utilities paid to the owner. Allowances are prorated in shared housing arrangements. The sum of the household’s monthly rent payment to the owner, the Project Sponsor’s monthly rent payment to the owner, and the Project Sponsor’s monthly utility reimbursement payment to the utility vendor cannot exceed the lower of the rent standard or reasonable rent for the proposed unit. Project Sponsors may request current copies of HUD-approved utility schedules from local Housing Authorities. In the event a household’s utility allowance exceeds the household rent payment, the household’s adjusted rent payment is $0.00 and the difference is paid to the utility vendor. Failure to provide a reimbursement of this amount would violate the requirement of 24 CFR §574.310(d). Project sponsors cannot keep any portion of the reimbursement for their own use. Per 24 CFR §982.514, Project Sponsors must notify the household of the amount paid to the utility vendor and maintain a record of the notification in the household’s file.

* 1. **TBRA Outcome Measures**

To measure the effectiveness of TBRA services, Project Sponsors must record household destination outcomes in CAREWare. Outcome categories include:

|  |  |
| --- | --- |
| **Household Destination** | **Outcome** |
| Continued to the next year | *Stable/Permanent Housing* |
| Private housing |
| Other HOPWA |
| Other subsidy |
| Institution |
| Temporary housing | *Temporarily Stable/Reduced Risk* |
| Emergency shelter/Streets | *Unstable Arrangements* |
| Jail/Prison |
| Disconnected/Unknown |
| Death | *Life Event* |

## *Short-Term Rent, Mortgage, and Utility (STRMU) Services*

* 1. **Purpose**

STRMU provides short-term, stabilizing interventions to households experiencing a financial crisis as a result of their HIV health condition or a change in their economic circumstances. STRMU is designed to prevent households from becoming homeless by helping them remain in their own dwellings, and when utilized together with other efforts, including access to health care services, case management, benefits counseling, and employment or vocational services, works to stabilize assisted households.

HUD and LDH seek to foster long-term solutions to housing instability for households receiving time-limited housing assistance. Stand-alone STRMU payments are likely to create only a temporary solution for an unstable living arrangement unless connected to a long-term housing stabilization plan. Project Sponsors are encouraged to coordinate related housing efforts to assess the on-going housing needs of these households and provide access to other permanent housing options for HOPWA-eligible persons and their households as appropriate.

Individual housing and services plans include an assessment of the household’s current resources and establishment of longer-term goals for the assisted household. When appropriate, these goals should involve efforts to restore self-sufficiency, develop job skills necessary for gainful employment, access public benefits, and/or enhance educational attainment, vocational rehabilitation, or life skills needed for future independence from housing support. Individual housing and services plans also serve as documentation that grantees and project sponsors have met the requirement for on-going assessments of housing assistance and supportive services, as required under 24 CFR §574.500.

* 1. **Eligible Costs**

STRMU pays rental, mortgage, and utility debts and dues. STRMU can pay late fees and other penalties if, in the event of nonpayment, the household would be at risk of eviction or loss of housing. Unlike TBRA and TSH services, the amount of assistance provided is not limited to the lower of the rent standard or reasonable rent for the unit and households are not required to pay a portion of their income toward the rent or mortgage payment. However, if they are able, households should pay a portion of their housing costs as any portion paid by the household does not count against the 21-week STRMU benefit ceiling.

* 1. **Ineligible Costs**

STRMU cannot be provided to households receiving rental assistance for the same period of time from HOPWA or another federal, state, or local housing assistance program. For example, STRMU cannot pay the portion of rent that a household is responsible for if they are enrolled in the Housing Choice Voucher Program or receiving another type of rental assistance.

STRMU is established in statute to prevent a household from becoming homeless and, therefore, can only be used to prevent eviction from or the loss of a housing unit that is occupied by qualified persons. Accordingly, STRMU can only be used to assist someone currently in housing as an intervention to prevent homelessness. STRMU assistance cannot be provided to a household that is homeless. STRMU may not be provided to assist households in moving into a new housing arrangement. STRMU may not be used for moving assistance, security and utility deposits, or first month’s rent.

In addition, STRMU mortgage assistance may not be used for the following activities: Support for an open line of credit or loan that was secured by the house; taxes and insurance paid separately after the first or second mortgage is paid in full; assistance for payment towards personal loans or credit debts secured against the unit; assistance for a second mortgage when the first mortgage payments are not current; or down-payment assistance to support purchase of new unit.

Furthermore, the costs of household supplies, furnishings, automobile/transportation repairs, and basic phone services are not eligible under STRMU.

**NOTE:** Households cannot receive TBRA, STRMU, or FBHA services at the same time (i.e., TBRA, STRMU, and FBHA service periods may not overlap).

* 1. **Housing Status**

Households must present evidence of residing in housing where they are either a tenant or mortgagor. STRMU is designed to help renters and homeowners remain in their current residence. As such, STRMU may not be provided to assist homeless households or households moving into new housing arrangements.

* + 1. **Rent**

To receive STRMU rental assistance, households must have a legal right to reside in the private unassisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. As a general matter, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the unit and is therefore unqualified for STRMU rental assistance. The following documents can also be used, but they are not preferred forms of documentation:

* Documentation that the individual has been responsible for rental payments (e.g., rental receipts, a cancelled check, or a copy of a money order from the tenant to the landlord would satisfy this condition).
* A late payment notice or any other written communication from the landlord to the tenant that provides evidence of tenancy would also be satisfactory.
* If not named on the lease, any written documentation from the landlord that the individual is a legal resident of the property.
  + 1. **Mortgage**

To receive STRMU mortgage assistance, households must demonstrate that they are the resident owner of mortgaged real property. Satisfactory evidence of ownership of encumbered property includes: A deed accompanied by a mortgage or a deed of trust; a mortgage or deed of trust default/late payment notice which identifies the eligible individual or other household member as the property owner/debtor; or, a valid, currently-dated title insurance policy identifying the eligible individual or other household member as the property owner/debtor. Project Sponsors should complete a careful assessment and an individual housing and services plan to determine that a household is able to maintain payments on mortgages after the period of assistance ends.

STRMU mortgage assistance may include costs for property taxes, insurance, and condo fees in some situations. Most homeowners are required to pay property taxes, mortgage insurance premiums, and/or fire and hazard insurance premiums as part of their monthly mortgage payment. For example, the Federal Housing Administration (FHA) requires that a homeowner's monthly payment include property taxes, special assessments (if applicable), flood insurance (if applicable), and fire or other hazard insurance premiums in addition to principal and interest (see 24 CFR §203.22 - §203.24). These additional charges are held in escrow for payment by the lender on behalf of the homeowner. Other forms of financing allow a mortgagor to pay for taxes, insurance, and condo fees separately. For STRMU, to the extent that taxes, insurance, condominium fees, or other building operation costs are included in the monthly mortgage payment either by federal regulation or the terms of the mortgage, these expenses may be included in STRMU mortgage assistance payments. STRMU mortgage assistance for taxes, insurance, or condo fees that are not included on the monthly mortgage statement may not be paid. Other forms of assistance, such as homeownership programs, may provide alternative forms of support for costs not included on the mortgage payment statement.

STRMU mortgage assistance may include costs related to second mortgages. As a general matter, a second mortgage represents a lien on real property. Defaults on mortgages (e.g., nonpayment of loan(s), lapsed insurance, unpaid property taxes, among others) may lead homeowners to foreclosure and eviction. STRMU provides short-term mortgage payments regardless of priority (i.e. the first or second mortgages) to eliminate the threat of homelessness for an adequately housed eligible person.

* + 1. **Utilities**

To receive STRMU utility assistance, a household must present evidence of residing in the private unassisted unit legally and a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit, or lack of rental history often do not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving STRMU utility assistance based on the utility account not being in their name. For example, if a household’s utility account is in someone else’s name, a Project Sponsor could request a copy of the account holder’s photo identification and a signed statement from the account holder confirming that the household is responsible for utility payments.

* 1. **Evidence of Need**

STRMU is needs-based and intended to benefit HOPWA-eligible households that are experiencing a financial crisis arising from their HIV health condition or a change in economic circumstances. To qualify for STRMU, households must provide proof of a recent short-term emergency situation that jeopardizes housing stability. Additionally, households must demonstrate that they do not have the resources to meet their rent, mortgage, or utility costs and that they would be at risk of homelessness in the absence of STRMU. When a household is unable to make payments for monthly housing costs, STRMU may be used for costs that cannot be paid or reimbursed by other available resources. Project Sponsors must assess that the household’s needs are for actual costs, that other resources such as household income are not reasonably available to pay the housing costs, and that STRMU will alleviate the payment delinquency so as to avoid homelessness and result in, at least, temporary stability for that household. Project Sponsors should also ensure that the household’s on-going housing needs are assessed in connection with the development of an individual housing and services plan for the household.

Project Sponsors should establish a reasonable basis to quantify and verify the need for STRMU services. Also, Project Sponsors should be able to describe the unforeseen emergency and explain how it prevents or will prevent the household from paying housing costs. A household budget review of these costs and assessment of inability to meet such costs should be completed by a housing case manager and documented in the household’s file. Examples include, but are not limited to:

* + 1. A record of actual monthly bills for recurring costs, and evidence of the limited nature of household income along with limited available financial resources (i.e., balance on bank accounts).
    2. A Housing Case Manager's assessment of "need" which includes a variety of elements such as current, previous, and future month's financial situation, employment and benefits status, and HIV health-related conditions.

|  |  |
| --- | --- |
| **STRMU: Examples of Need** | |
| **Acceptable:** | **Unacceptable:** |
| * Household experiences a sudden loss of income due to changes in health * Household has lost employment * Household loses a source of income when household composition changes * Household faces extraordinary and unexpected out of pocket health care costs | * Credit card debt for expenditures of a personal nature such as vacations, holiday gifts, home furnishings, personal grooming, pets etc. * Automobile repairs or payments (unless essential for regular employment or full-time education, access to medical appointments and where public transportation is inadequate) * Payment of child support or alimony * Payment of telephone, cell phone, or internet bill * Payment of tickets, fines, or restitution * Payment of personal loans or other financial obligations, other than rent, mortgage, or utilities |
| **NOTE:** This is a non-exhaustive list. Exceptions may be granted by LDH. | |

Documentation in the form of a default/late payment notice is not required to demonstrate housing need. A late payment notice is only one of the methods that can be used to evidence a household’s need for STRMU. Other ways to verify need and amounts owed include documentation of utility, mortgage or rent payments due and/or calls to the utility company, landlord, or mortgage company prior to a late payment notice being issued, which could potentially help avoid added late fees as additional costs.

* 1. **STRMU 52-Week Period**

Per 24 CFR §574.330(a)(1), STRMU payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided for costs accruing over a period of more than 147 days in any 52-week period. STRMU providers are, therefore, required to examine the periods of time covered by rent, mortgage, and utility costs to assure that assistance is not provided in excess of the eligible STRMU period.

The LDH HOPWA Program defines the 52-week period as being household-specific. Project Sponsors must use **Form K1: STRMU Tracking Worksheet** to comply with this definition. Form K1 establishes a unique eligible STRMU period for each household based on the time period paid by the STRMU assistance. Using this method, the eligible STRMU period begins on the date that the STRMU assistance is first provided. The eligible STRMU period for a household would end 52 weeks after the first STRMU benefit started accruing. At the end of this 52-week period, the next eligible STRMU period would begin for that household. For example, the eligible STRMU period for a household that receives STRMU rent assistance for the full amount of April rent would begin on April 1 and end on March 31 of the following year. If that same household also had a utility bill in arrears for a period of time prior to April 1, the eligible STRMU period would begin on the earliest date that the assistance covers.

* 1. **STRMU 147-Day Tracking**

The LDH HOPWA Program uses the 147-Day Methodology. This method is based on counting the actual days for which housing and/or utility payments are made on behalf of the STRMU-assisted household. The limit of 21 weeks is counted as 147 days of assistance in the 52-week period. Project Sponsors must use **Form K1: STRMU Tracking Worksheet** to comply with this methodology. STRMU may not be provided for costs accrued in excess of 147 days.

1. **Example 1**

If a Project Sponsor paid a total utility bill and the service period was for the month of April, the Project Sponsor would count this as 30 days of assistance.

1. **Example 2**

If a Project Sponsor paid a portion of the utility bill, the days would be counted based on the amount that was paid by STRMU. For example, the total bill for April (30 days) is $148.00 and the Project Sponsor pays $100 of utility assistance. To calculate the days of assistance, divide $148.00 by 30 days, which equals $4.93 per day. Then, divide the $100 payment by $4.93 per day, which equals 20.3 days. With rounding, this utility assistance counts as 21 days.

**NOTE:** Utility service periods (service start and end dates) usually span two different months. On Form K1, Project Sponsors must enter utility bills in the month the service period started and enter the full amount due for that service period in the respective month. Also, they must enter the service period start and end dates in the respective columns. For debts, Project Sponsors must obtain a ledger from the owner/utility vendor to correctly attribute debts to the correct months. Project Sponsors should not split utility service periods between two months. Form K1 deduplicates the number of days assisted.

* 1. **Amount of Assistance**

Although STRMU does not require the household to pay a portion of their housing costs, assistance must not be used to relieve the household’s responsibility to make housing payments in the absence of inability to pay. If a household is capable of paying some of their rent, mortgage, and/or utility costs, Project Sponsors may negotiate an appropriate household contribution amount. Such determinations limit STRMU assistance to the difference between the amounts due and the amount the household is able to pay. Project Sponsors should document any payments or contributions made by a household towards their rent, mortgage, and/or utility costs. This ensures that the full amount due is paid and avoids partial payments that may lead to evictions or utility cut-offs.

For example, through an assessment process, a Project Sponsor might determine that a household will be able to pay $200.00 of their $800.00 April (30 days) rent; the Project Sponsor will pay the remaining $600.00. For tracking purposes, the number of days used would be only for the part of the monthly housing costs assisted by STRMU. In this example, 23 days would count towards the household’s 147-day period. In this example, the household’s rent payment of $200.00 will decrease the amount of time that counts towards the 147-day period. If the household needed further assistance in the same 52-week period, that household would have more time remaining in its 147-day period than if the household had not made previous contributions towards the rent.

* 1. **STRMU Outcome Measures**

To measure the effectiveness of STRMU services, Project Sponsors must record household status outcomes in CAREWare. Outcome categories include:

|  |  |
| --- | --- |
| **Household Status** | **Outcome** |
| Maintained private housing without subsidy | *Stable/Permanent Housing* |
| *(Client received assistance and is stable, unlikely to seek additional support)* |
| Other private housing without subsidy |
| *(Client found new housing and is stable, unlikely to seek additional support)* |
| Other HOPWA housing assistance (Permanent Housing) |
| Other housing assistance (Permanent Housing) |
| Institution |
| *(e.g., residential and long-term care)* |
| Likely that additional STRMU is needed to maintain current housing | *Temporarily Stable* |
| Transitional facilities/short-term | *Reduced Risk of Homelessness* |
| *(e.g., temporary or transitional with formal arrangement)* |
| Temporary/non-permanent housing |
| *(Client ended lease; moved in with someone; will live there 90 days or less)* |
| Emergency shelter/Street | *Unstable Arrangements* |
| Jail/Prison |
| Disconnected/Unknown |
| Death | *Life Event* |

Additionally, Project Sponsors must report a household’s STRMU history. These include (i) Household received STRMU services this operating year and the prior operating year (two consecutive years); and (ii) Household received STRMU services this operating year and the two prior operating years (three consecutive years).

## *Permanent Housing Placement (PHP) Services*

* 1. **Purpose**

Per 24 CFR §574.300(b)(7), PHP services may be used to help households establish permanent residence in which continued occupancy is expected. Project Sponsors that wish to provide PHP should consider their:

* + 1. Current program funds;
    2. Need for move-in assistance within their service area; and
    3. Capacity to maintain accounting records for returned security and utility deposits (“program income”).
  1. **Eligible Costs**

Eligible PHP housing assistance costs include: Application fees, related credit checks, utility hookup fees and deposits, first month’s rent, and reasonable security deposits necessary to move persons into permanent housing. Security deposits must not exceed two months of rent. Security and utility deposits must be returned to the Project Sponsor when the assisted household leaves a unit. Project Sponsors must maintain a record of all deposits and make a good faith effort to recover program funds upon the household’s departure from a unit. PHP housing assistance costs may also include rental and utility arrears or other past expenses if a household must pay them to secure a new unit. If a Project Sponsor will pay arrears or other past expenses, the Project Sponsor must document that the payment is required and justified in order for the household to secure a new unit.

* 1. **Ineligible Costs**

The following costs are not eligible under PHP: Costs for housing supplies, smoke detectors, standard furnishings, minor repairs to the unit associated with the move-in, and other incidental costs for occupancy of the housing unit. While these items are not eligible as PHP costs, Project Sponsors may make use of leveraged funds or donations to address any related needs for other move-in support.

* 1. **Housing Status**

Households can be housed or homeless. PHP can assist households find and move into more affordable, permanent housing arrangements if long-term housing stability is not expected in their current arrangements. Similarly, if households are not living in a place meant for human habitation, PHP can assist households establish permanent residence in which continued occupancy is expected. Owners/landlords/representatives are unlikely to execute a lease agreement with the household if initial move-in costs have not been paid in advance. In the absence of a lease (i.e., a supporting document that verifies housing costs), Project Sponsors must provide **Form L: PHP Intent to Lease Worksheet** to owners/landlords/representatives of the property. Form L serves as a supporting document that verifies initial move-in costs. Owners/landlords/representatives must complete and return Form L to Project Sponsors. Project Sponsors must use the information on Form L to coordinate a payment to the owner for initial move-in costs.

**NOTE:** Supporting documentation for a utility deposit can include the first utility bill the household receives if the deposit is included in the first bill or a statement from the utility provider with the required deposit amount.

* 1. **Security and Utility Deposit Tracking**

Security and utility deposits must be returned to the Project Sponsor (see Appendix C: Permanent Housing Placement Accounting Guidelines). Project Sponsors must collaborate with the LDH to develop a system of tracking all deposits made and returned. Also, Project Sponsors should make a good faith effort to recover program funds upon a household’s departure from a unit. If a deposit is returned to the Project Sponsor, it should be reported as “program income.”

* 1. **Additional LDH Requirements**

Project Sponsors must follow the LDH Accounting Guidelines for documenting PHP services (Appendix C: Permanent Housing Placement Accounting Guidelines).

* 1. **PHP Outcome Measures**

PHP services do not have outcome measures at this time.

## *Facility-Based Housing Assistance (FBHA) Services*

FBHA encompasses all expenditures for or associated with supportive housing facilities including community residences, single-room occupancy (SRO) dwellings, short-term facilities, project-based rental assistance units, master leased units, and other housing facilities approved by HUD. Generally, FBHA is separated into three supportive housing categories for populations with special needs:

* + Short-Term Supportive Housing (STSH);
  + Transitional Supportive Housing (TSH); and
  + Permanent Supportive Housing (PSH).

PSH facilities provide for continued residency as established by a lease or occupancy agreement and enable households to live as independently as possible. Unlike PSH facilities, STSH and TSH facilities are term- or service- limited. STSH facilities provide temporary shelters to households that are homeless as a bridge to permanent housing. TSH facilities allow households an opportunity to prepare for permanent housing and develop individualized housing plans that guide their linkage to permanent housing.

The AIDS Housing Opportunity Act provides resources and incentives for supportive housing facilities as an alternative to skilled nursing facilities or other such institutional settings. Households receiving FBHA services ought to need some level of supportive services to maintain stability and receive appropriate levels of care. Project Sponsors that wish to provide FBHA should consider their expertise in program and property management and capacity to deliver complex supportive housing services.

1. **Approvals and Certifications**
   * 1. **Approvals**

If a Project Sponsor owns single-site or scattered-site facilities and will use FBHA to provide residence to households, LDH must obtain a certification of approval from the unit of general local government in which the facility is located before the Project Sponsor may provide FBHA services.

* + 1. **Certifications**

Excluding STSH payments to independent temporary shelter vendors (see Short-Term Supportive Housing (STSH) Services, 2. Eligible Costs), per 24 CFR §574.340, Project Sponsors that want to provide FBHA must provide the following supportive services certifications to LDH:

* *Services*. A certification that the Project Sponsor or a service provider will provide supportive services as required by 24 CFR §574.310(a);
* *Funding.* A certification that the Project Sponsor will provide an analysis of necessary supportive services and a statement of how the services will be funded;
* *Capability.* A certification that the Project Sponsor or service provider is qualified to provide the supportive services.
  1. **Additional LDH Requirements**

Excluding STSH payments to independent temporary shelter vendors (see Short-Term Supportive Housing (STSH) Services, 2. Eligible Costs), organizations that want to provide FBHA must collaborate with LDH to develop a comprehensive proposal and service delivery model. Proposals should address core FBHA components, including, but not limited to: Fiscal and operational capacity; funding sources and sustainability; the type of facility; program and property management; target populations and occupancy plan; staffing and supervising; service capability and delivery; roles and responsibilities; program and house rules; affirmative outreach and marketing; compliance with fair housing laws; etc. LDH will consider proposals on a case-by-case basis.

* 1. **FBHA Outcome Measures**

To measure the effectiveness of FBHA services (both STSH and TSH), Project Sponsors must record household destination outcomes in CAREWare. Outcome categories include:

|  |  |
| --- | --- |
| **Household Destination** | **Outcome** |
| Continued to the next year | *Stable/Permanent Housing* |
| Private housing |
| Other HOPWA |
| Other subsidy |
| Institution |
| Temporary housing | *Temporarily Stable/Reduced Risk* |
| Emergency shelter/Streets | *Unstable Arrangements* |
| Jail/Prison |
| Disconnected/Unknown |
| Death | *Life Event* |

Additionally, Project Sponsors must report the number of households whose TSH tenure exceeded 24 cumulative months (with advance written approval from LDH).

### Short-Term Supportive Housing (STSH) Services

* 1. **Purpose**

STSH provides temporary shelters to households that are homeless as a bridge to permanent housing. Households that are homeless are more likely to experience positive long-term housing stability when short-term assistance connects them to long-term assistance. STSH allows households an opportunity to develop individualized housing plans that guide their linkage to permanent housing. In providing STSH, Project Sponsors should work with households to create housing plans that address both short-term and long-term needs.

Per 24 CFR §574.330(c), Project Sponsors must, to the maximum extent practicable, provide each household receiving STSH services an opportunity for placement in permanent housing or housing appropriate to their assessed needs. Project Sponsors should initiate assessments of each households’ supportive housing needs, begin development of an individualized housing and service plan, and consider the use of PHP and rental assistance or other affordable housing programs as needed to promote stable housing results. HUD and LDH recognize that STSH services may not always lead directly to long-term housing stability and that service outcomes may not easily fit into simple categories. While households may not achieve full housing stability and independence from future short-term assistance, STSH services may temporarily mitigate the effects of homelessness or reduce households’ risk for near-term homelessness.

* 1. **Eligible Costs**

STSH pays necessary minimum costs for temporary shelters, including post-incarceration re-entry facilities, recovery or respite facilities, sober or detoxification facilities, and other non-traditional housing arrangements on a nightly and/or bed-rate basis. Alternatively, STSH also pays for the necessary minimum costs of hotel or motel stays if no appropriate temporary shelter is available and a household has identified subsequent rental housing, but it is not immediately available for move-in. In this context, necessary minimum costs are limited to those that must be paid for a household to access and occupy a temporary shelter. Unlike TBRA and TSH services, the amount of assistance provided is not limited to the lower of the rent standard or reasonable rent for the unit and households are not required to pay a portion of their income toward the use of the facility. However, if they are able, households may pay a portion of their necessary minimum costs as any portion paid by the household does not count against the 60-night STSH benefit ceiling. STSH pays operating or leasing costs, including payments to independent temporary shelter vendors.

* + 1. **Operating Costs**

If a Project Sponsor owns single-site or scattered-site facilities and will provide STSH services to households, STSH pays facility operating costs. Project Sponsors may own individual units or all or part of structures. The Project Sponsor provides residence to a household through an occupancy agreement. Project Sponsors may, but are not required to, charge the household an occupancy charge and collect any household payments (program income). Operating costs include maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, other incidental costs, and salary for staff costs directly related to the facility. [Maintenance](https://www.hudexchange.info/resource/3197/guidance-categorizing-activity-as-maintenance-environmental-regulations-24-cfr-parts-50-and-58/) costs are limited to protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects that are not fixtures or part of the building.

* + 1. **Leasing Costs**

If a Project Sponsor leases single-site or scattered-site facilities from an owner and will provide STSH services to households, STSH pays facility leasing costs. Project Sponsors may lease individual units or all or part of structures. In this arrangement, the Project Sponsor is the tenant and pays the total monthly rent for the facility. The Project Sponsor provides residence to a household through an occupancy agreement. Project Sponsors may, but are not required to, charge the household an occupancy charge and collect any household payments (program income). Project Sponsors may not use leasing funds for facilities owned by the Project Sponsor, their parent organization(s), any other related organization(s), or organizations that are members of a partnership where the partnership owns the structure without a HUD-authorized exception.

**NOTE:** STSH payments to independent temporary shelter vendors (i.e., payments to facilities a Project Sponsor does not own or lease) are considered leasing costs.

* 1. **Ineligible Costs**

STSH is not intended to provide long-term or continuous assistance in temporary shelters as there are other housing assistance programs intended to meet temporary or emergency shelter needs. STSH cannot pay rental, mortgage, or utility debts and dues. STSH cannot pay late or reconnect fees. STSH cannot pay initial move-in costs to establish permanent residence in which continued occupancy is expected, although initial move-in costs can be paid using PHP services. STSH cannot pay for any cost that would be unnecessary for a household to access and occupy a temporary shelter (e.g., hotel room service).

* 1. **Housing Status**

Households must be [homeless](https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/) as defined by HUD. If a household informs a Project Sponsor they are homeless, a household member 18 years of age or older must complete and sign **Form B: Self-Declaration of Residency** and select their homeless category. STSH is designed to provide temporary shelters to households that are homeless as a bridge to permanent housing. As such, STSH may not be provided to assist households that are already housed.

* 1. **Facility Requirements**

Per 24 CFR §574.330(b)(1), STSH facilities may not provide shelter or housing at any single time for more than 50 households.

* 1. **STSH Six-Month Period**

Per 24 CFR §574.330(a)(1), STSH may not provide residence to any household for more than 60 days during any six month period (i.e., temporary shelter payments may not be provided for costs accruing over a period of more than 60 nights in any six-month period). STSH providers are, therefore, required to examine the periods of time covered by temporary shelter costs to assure that assistance is not provided in excess of the eligible STSH period.

The LDH HOPWA Program defines the six-month period as being household-specific. Project Sponsors must use **Form K2: STSH Tracking Worksheet** to comply with this definition. Form K2 establishes a unique eligible STSH period for each household based on the time period paid by the STSH assistance. Using this method, the eligible STSH period begins on the date that the STSH assistance is first provided. The eligible STSH period for a household would end six months after the first STSH benefit started accruing. At the end of this six-month period, the next eligible STSH period would begin for that household. For example, the eligible STSH period for a household that received STSH assistance for the full cost of a stay that began on November 9 would begin on November 9 and end on May 8.

* 1. **STSH 60-Night Tracking**

The LDH HOPWA Program uses a 60-Night Check-In/Check-Out Methodology. This method is based on counting the actual nights for which temporary shelter payments are made on behalf of the STSH-assisted household. Project Sponsors must use **Form K2: STSH Tracking Worksheet** to comply with this methodology. STSH may not be provided for costs accrued in excess of 60 nights. If a Project Sponsor establishes a six-month STSH or Alternate Time Cap, the total STSH assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 60-night period. The 60-night limit *always* supersedes an established Cap.

* + 1. **Example 1**

If a Project Sponsor paid for the total cost of a motel stay and the check-in/check-out dates ranged from September 3 to October 14, the Project Sponsor would count this as 41 nights of assistance.

* + 1. **Example 2**

If a Project Sponsor paid for a portion of the total cost of a motel stay, the nights would be counted based on the amount that was paid by STSH. For example, the total cost of a motel stay (41 nights) is $2,583.65 and the Project Sponsor pays $1,975.00 of STSH assistance. To calculate the nights of assistance, divide $2,583.65 by 41 nights, which equals $63.01 per night. Then, divide the $1,975.00 payment by $63.01 per night, which equals 31.3 nights. With rounding, this temporary shelter assistance counts as 32 nights.

**NOTE:** Project Sponsors are not required to calculate temporary shelter payments for and/or assess charges to households receiving STSH services.

* 1. **Amount of Assistance**

STSH does not require households to pay a portion of their temporary shelter costs. If a household is capable of paying some of their temporary shelter costs, Project Sponsors may negotiate an appropriate household contribution amount. Such determinations limit STSH assistance to the difference between the cost of temporary shelter and the amount the household is able to pay. Project Sponsors should document any payments or contributions made by a household towards their temporary shelter costs. This ensures that the total cost is paid and maintains the household’s good standing with the Project Sponsor or independent temporary shelter vendor.

For example, through an assessment process, a Project Sponsor might determine that a household will be able to pay $90.00 of their $511.68 motel stay (7 nights); the Project Sponsor will pay the remaining $421.68. For tracking purposes, the number of nights used would be only for the part of the temporary shelter cost assisted by STSH. In this example, 6 nights would count towards the household’s 60-night period. In this example, the household’s payment of $90.00 will decrease the amount of time that counts towards the 60-night period. If the household needed further assistance in the same six-month period, that household would have more time remaining in its 60-night period than if the household had not made previous contributions towards the temporary shelter cost.

### Transitional Supportive Housing (TSH) Services

* 1. **Purpose**

TSH provides up to 24 cumulative months of facility-based rental assistance to households that are homeless or at risk of homelessness, including assistance for shared housing arrangements. TSH allows households an opportunity to prepare for permanent housing and develop individualized housing plans that guide their linkage to permanent housing. TSH affords interim service-enriched residential settings to households until they transition to TBRA services or enroll in the HCV Program or other affordable housing programs. Unlike TBRA, the rental assistance subsidy is attached to a specific facility-based unit and is not otherwise portable or transferrable. TSH households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Section 11. Linkage with the Housing Choice Voucher Program and Other Affordable Housing Programs).

**NOTE:** LDH may make exceptions to the 24-month cap on a case-by-case basis, if justified and with advance written approval from LDH.

* 1. **Eligible Costs**

TSH only pays current rental costs. In rare circumstances, TSH can pay current utilities in the form of a utility reimbursement paid directly to a utility vendor. Per 24 CFR §574.320(a)(1), the “maximum subsidy” is the monthly amount that *could* be collected by the Project Sponsor (see 8. Calculating Monthly Household and Project Sponsor Rent Payments below) and paid to the utility vendor (see 9. Utility Allowances and Reimbursements below). In shared housing arrangements where two or more unrelated households live together and divide rental costs, Project Sponsors must prorate rental assistance for the portion of the unit occupied by the enrolled household. Per 24 CFR §574.320(b), the rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements is voluntary.

**NOTE:** See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

* + 1. **Project-Based Rental Assistance**

If a Project Sponsor owns single-site or scattered-site facilities and will provide TSH services to households, TSH pays project-based rental assistance (PBRA) costs. Project Sponsors may own individual units or all or part of structures. The Project Sponsor provides residence to a household through a lease and collects monthly household rent payments (program income) and rental assistance subsidies. If a Project Sponsor collects PBRA subsidies, it cannot bill for facility operating costs.

* + 1. **Master Leasing**

If a Project Sponsor leases single-site or scattered-site facilities from an owner and will provide TSH services to households, TSH pays master-leasing costs. Project Sponsors may lease individual units or all or part of structures. In this arrangement, the Project Sponsor is the tenant and pays the total monthly rent for the facility. The Project Sponsor provides residence to a household through a sublease and collects monthly household rent payments (program income) and rental assistance subsidies. Project Sponsors may not master lease facilities owned by the Project Sponsor, their parent organization(s), any other related organization(s), or organizations that are members of a partnership where the partnership owns the structure without a HUD-authorized exception. If a Project Sponsor collects master-leasing subsidies, it cannot bill for facility leasing costs.

* 1. **Ineligible Costs**

TSH cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TSH cannot pay costs that exceed the “maximum subsidy” (see 2. Eligible Costs above). TSH cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.). However, initial move-in costs can be paid using PHP services.

**NOTE:** Households cannot receive TSH and STRMU or TBRA services at the same time (i.e., TSH and STRMU or TBRA service periods may not overlap).

* 1. **Housing Status**

Households must be [homeless](https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/) or [at risk of homelessness](https://www.hudexchange.info/resource/1975/criteria-for-definition-of-at-risk-of-homelessness/) as defined by HUD. If a household informs a Project Sponsor they are homeless, a household member 18 years of age or older must complete and sign **Form B: Self-Declaration of Residency** and select their homeless category. Households must present evidence of tenancy in a TSH-assisted unit.

* + 1. **Rent**

To receive TSH services, households must have a legal right to reside in the TSH-assisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. As a general matter, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the TSH-assisted unit and is therefore unqualified for TSH services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

* + 1. **Utilities**

In the event a household receiving TSH services qualifies for a utility reimbursement, the difference must be paid to the utility vendor (see 9. Utility Allowances and Reimbursements below). Failure to provide a reimbursement of this amount would violate the requirement of 24 CFR §574.310(d). To receive a utility reimbursement, a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit or lack of rental history often do not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving TSH utility reimbursements based on the utility account not being in their name. For example, if a household’s utility account is in someone else’s name, a Project Sponsor could request a copy of the account holder’s photo identification and a signed statement from the account holder confirming that the household is responsible for the utility payments.

* 1. **Occupancy Standards**

The intent of TSH Occupancy Standards is to provide:

* + 1. The smallest number of bedrooms needed by a household without overcrowding and
    2. Guidelines for selecting an appropriate rent standard value for rent standard and rent reasonableness certifications (see 7. Rent Standard and Rent Reasonableness below).

To be counted as a bedroom, the room must meet all Housing Quality Standards (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If the only method to enter one area is to pass through another room, then the space may be counted as a living/sleeping area, but will not be counted as a bedroom. The living room may be counted as a living/sleeping area, but not a bedroom. Kitchens and bathrooms may not be counted as living/sleeping areas or bedrooms. Project Sponsors must determine the appropriate number of bedrooms needed by a household based on household composition. The following requirements apply when determining the appropriate unit size:

* + 1. Size must provide the smallest number of bedrooms needed for all members without overcrowding.
    2. Size must be consistent with space requirements under the Housing Quality Standards (HQS).
    3. Size must be applied consistently for all households of like size and composition.
    4. A child who is temporarily away from the home because of placement in foster care is considered a member of the household in determining the size.
    5. A pregnant woman must be treated as two people in determining the size and small children (less than 2 years of age) may share a one-bedroom with a single parent.
    6. Any live-in aide must be counted in determining the size.
    7. Two elderly or disabled household members may be given separate bedrooms.

In determining unit size for a particular household, Project Sponsors may grant exception to the standards if the exception is justified by the age, sex, health, handicap, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household’s file. A household may occupy a unit larger than specified by the Occupancy Standards, but in such instances, Project Sponsors must use the rent standard for an appropriately-sized unit. For example, if a household qualifies for a one-bedroom unit, but occupies a two-bedroom unit, a Project Sponsor must use the rent standard for a one-bedroom unit when completing the rent standard and rent reasonableness certification.

|  |  |  |
| --- | --- | --- |
| **TSH Occupancy Standards: Permissible Unit Sizes** | | |
| **Bedrooms** | **Minimum Number of Household Members** | **Maximum Number of Household Members** |
| **0** | 1 | 1 |
| **1** | 1 | 2 |
| **2** | 2 | 4 |
| **3** | 3 | 6 |
| **4** | 6 | 8 |
| **5** | 8 | 10 |

* 1. **Rent Standard and Rent Reasonableness**

Per 24 CFR §574.320(a), the gross rent of TSH-assisted units cannot exceed the rent standard. The LDH HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household’s Parish of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. An important point about the rent standard is that it includes both rent *and* utilities, or the “gross rent.” Utilities include electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal. Telephone, internet, and cable are not included. When determining whether a proposed unit is within the rent standard, Project Sponsors need to know the amount of several costs, including:

* Rent being requested by the landlord;
* Basic utilities included in the rent to the landlord; and
* Basic utilities to be paid separately in addition to the rent paid to the landlord.

The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the Project Sponsor for comparable unassisted units. Project Sponsors should take into account the location, size, type, age of the unit, and amenities and utilities they will provide.

* *Size.* Proposed units should be compared to units with similar bedrooms, bathrooms, and square feet.
* *Type.* Proposed units should be compared to similar unit types (e.g., house, duplex, apartment, etc.).
* *Amenities.* Proposed units should be compared to units with similar amenities (appliances, patios, etc.).
* *Location.* Proposed units should be compared to units in the same areas.

Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. To ensure compliance with this requirement, Project Sponsors must complete **Form H: Rent Standard and Rent Reasonableness Certification** for each proposed unit before TSH services start and annual recertifications. Also, the form must be completed if there has been a change in residency or rent. If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then TSH services may not be provided. However, on a unit by unit basis, the Project Sponsor may increase the rent standard by up to 10 percent for up to 20 percent of the units that receive rental assistance (i.e., Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with LDH to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit.

**NOTE:** Project Sponsors must attach documentation of rent standard and rent reasonableness values used to Form H (i.e., FMR or exception rent standard table, comparison unit values, and utility schedule).

**NOTE:** Before using an exception rent standard, Project Sponsors must obtain a copy of HUD’s approval letter, the table, and documentation of the exception period and area. When completing Form H, Project Sponsors must ensure that the exception period is still active and the proposed unit is located in the exception area.

**NOTE:** See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

**NOTE:** The gross rent (rent + appropriate utility allowance) of the proposed unit cannot exceed the lower of the rent standard (FMR or exception rent standard) or reasonable rent (average of comparison units’ rents + appropriate utility allowances) for the unit. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TSH services.

* 1. **Calculating Monthly Household and Project Sponsor Rent Payments**

TSH pays the difference between the contractual rent to the Project Sponsor and the household’s calculated rent payment. Project Sponsors collect rental assistance subsidies and, in rare circumstances, make payments to utility vendors. Per 24 CFR §574.310(d), households receiving TSH services must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the household's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of household and child care expenses and are described in detail in 24 CFR §5.611); (2) 10 percent of the household's monthly gross income; or (3) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household’s actual housing costs, is specifically designated by the agency to meet the household’s housing costs, the portion of the payment that is designated for housing costs. To accurately calculate the household’s monthly rent payment to the Project Sponsor and the Project Sponsor’s monthly rental assistance subsidy, Project Sponsors must complete **Form I: Rental Assistance Worksheet** before TSH services start and annual recertifications. Also, the form must be completed if there has been a change in circumstances related to program eligibility or rent. Form I includes two Earned Income Disregard Tabs (see Appendix B: Earned Income Disregard). The **Determining Household Annual Adjusted Income Guide** outlines acceptable forms of deduction verification and deduction calculation guidance. The Project Sponsor’s monthly rental assistance subsidy and payment to the utility vendor depend on the contractual rent to the Project Sponsor and any utility allowances the household qualifies for (see 9. Utility Allowances and Reimbursements below). Per 24 CFR §574.320(a)(1), the “Maximum Subsidy” is the monthly amount of TSH funds that *could* be collected by a Project Sponsor and paid to a utility vendor.

The Maximum Subsidy is calculated by:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | (A) Rent Standard ***\*OR\****(B) Reasonable Rent |  |  | *Identify a dollar value for each and pick the lower* |
| - | The household’s rent payment to the project |  |  | *Calculated on the Rental Assistance Worksheet* |
|  | Maximum Subsidy |  |  | *Monthly assistance cannot exceed this amount* |

* 1. **Utility Allowances and Reimbursements**

Households receiving TSH services must receive a utility allowance if they pay a separate utility vendor in addition to rent and utilities paid to the Project Sponsor. Allowances are prorated in shared housing arrangements. The sum of the household’s monthly rent payment to the Project Sponsor, the Project Sponsor’s monthly rental assistance subsidy, and the Project Sponsor’s monthly utility reimbursement payment to the utility vendor cannot exceed the lower of the rent standard or reasonable rent for the proposed unit. Project Sponsors may request current copies of HUD-approved utility schedules from local Housing Authorities. In the event a household’s utility allowance exceeds the household rent payment, the household’s adjusted rent payment is $0.00 and the difference is paid to the utility vendor. Failure to provide a reimbursement of this amount would violate the requirement of 24 CFR §574.310(d). Project sponsors cannot keep any portion of the reimbursement for their own use. Per 24 CFR §982.514, Project Sponsors must notify the household of the amount paid to the utility vendor and maintain a record of the notification in the household’s file.

# Section 15. Other Supporting Documentation

Project Sponsors must document what they are paying for, who they are paying, and maintain a record of all payments made in the household’s file. To accomplish this, Project Sponsors must obtain copies of leases, mortgages, utility bills, and/or ledgers for which housing assistance is provided. Project Sponsors must obtain new leases as old ones expire. If a household requested VAWA protections from a Project Sponsor and the Project Sponsor requested documentation of survivor status, the Project Sponsor must maintain a record of the written request for survivor status in the household’s file. If the survivor provided documentation of survivor status (e.g., the **VAWA Certification Form**), the Project Sponsor must maintain a record of the documentation. If the survivor requested an emergency transfer, the Project Sponsor must maintain a record of the request (e.g., the **VAWA Emergency Transfer Form**)**.**

**NOTE:** Supporting documentation for housing assistance payments must be current and predate service dates.

|  |
| --- |
| **Supporting Documentation** |
| Check Request Vouchers |
| Leases, mortgages, utility bills, ledgers, etc. paid for *(Documentation must be current and predate service dates)* |
| Owner IRS Form W-9(s) |
| VAWA Written Request for Documentation, Documentation, and/or Emergency Transfer Form *(If applicable)* |
| Progress or case notes |

# Section 16. Termination

When an assisted household is terminated from the program Project Sponsors must demonstrate reason for termination in their progress notes in CAREWare. Potential reasons for termination include, but are not limited to:

|  |  |
| --- | --- |
| * Completed program/care plan * Needs could not be met * Criminal activity/Violence * Death * Client has requested that services be ended | * Left for housing opportunity before completing program * Reached maximum time allowed * Unknown/Disappeared * Other |

Per 24 CFR §574.310(2), “Violation of requirements,” households may be terminated from the program if they violate program requirements or conditions of occupancy (e.g., non-compliance with conditions of occupancy, fraud, etc.). Project Sponsors must ensure that other services are provided so that a household’s assistance is terminated only in the most severe cases. Project Sponsors must collaborate with LDH to develop a local termination policy. Project Sponsors must document in the household’s file that other services were offered and provided to the household.

In terminating assistance to any household for violation of requirements, Project Sponsors must provide a formal process that recognizes the rights of households receiving assistance to due process of law. This must consist of:

* + - Serving the household with a written notice containing a clear statement of the reasons for termination;
    - Permitting the household to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - Providing prompt written notification of the final decision to the household.
    - A summary of termination (for all reasons) must be placed in each client's file within 30 days of inactivation.

**NOTE:** All efforts to avoid involuntary termination should be made and documented prior to program exit.

# Section 17. Grace Periods for Surviving or Remaining Household Members

With respect to surviving or remaining household members living in the assisted unit at the time of the eligible individual’s death, incarceration, lease bifurcation, enrollment in drug treatment, or entry to hospice/long-term health care, Project Sponsors must provide surviving and remaining household members a reasonable grace period to establish eligibility for the LDH HOPWA Program, establish eligibility for another housing program, or find alternative housing.

Per 24 CFR §574.310(e), Project Sponsors must:

* Notify the survivor and remaining household members of the duration of the grace period;
* Provide housing assistance and supportive services to the survivor and remaining household members;
* Offer survivors and remaining household members information on other available housing programs; and
* At the Project Sponsor’s discretion, assist with moving expenses (see Section 14. Housing Assistance and Supportive Services, PHP Services, 2. Eligible Costs).

Project Sponsors must collaborate with LDH to develop a reasonable survivor grace period policy for continued program participation by surviving or remaining household members. Also, Project Sponsors must perform an interim recertification using **Form O: Interim Recertification Worksheet** to document the change in household composition (a change in household composition may change the household’s rental assistance calculation).

**NOTE:** For eligible individuals who were incarcerated, enrolled in drug treatment, or entered hospice/long-term health care (i.e., did not die or were not removed from the lease via lease bifurcation), the Project Sponsor’s local grace period policy should include a maximum allowable absence period for eligible individuals that effectively delays the grace period start date for remaining household members.

* 1. **TBRA Services**

The minimum grace period for households receiving TBRA services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in drug treatment, or entered hospice/long-term health care. The maximum grace period cannot exceed 12 months. LDH recommends two to four months. Additionally, the policy must address VAWA lease bifurcations where the perpetrator is the eligible individual and the survivor is a remaining beneficiary (see Section 9. Violence Against Women Act Requirements, 1. TBRA and TSH Requirements, G. Remedies, i. Lease Bifurcation). Per the VAWA regulations at 24 CFR §574.460, Project Sponsors must provide the survivor and remaining beneficiaries a minimum of 90 calendar days and a maximum of 12 months from the date of lease bifurcation to establish eligibility for the LDH HOPWA Program, establish eligibility for another housing program, or find alternative housing.

* 1. **STRMU or STSH Services**

The minimum grace period for households receiving STRMU or STSH services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in drug treatment, or entered hospice/long-term health care. The maximum grace period may not exceed the 147-Day Cap for STRMU services or the 60-Day Cap for STSH services.

* 1. **Roommates and Other Households**

In shared housing arrangements where two or more unrelated households live together, Project Sponsors may not extend grace periods to other households (roommates). Grace periods may be extended only to surviving or remaining household members who were already enrolled in the program (“Additional Beneficiaries”).

# Section 18. HUD Datasets

Project Sponsors must use current HUD Datasets to assess Area Median Income and Fair Market Rent.

* 1. [**Area Median Income**](https://www.huduser.gov/portal/datasets/il.html)

To be eligible for the LDH HOPWA Program, household annual gross income cannot exceed 80 percent of Area Median Income per the household’s Parish of residence. Collect proof of gross income for all household members 18 years of age and older (documentation must be complete and cover the 30 days preceding the program entry or recertification date). The household annual gross income is from all sources anticipated to be received in the 12-month period following the determination date. Therefore, income must be ANNUALIZED, e.g. payment amount multiplied by number of payment periods per year for all income sources. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, inclusions and exclusions, and calculation guidance.

* 1. [**Fair Market Rent**](https://www.huduser.gov/portal/datasets/fmr.html)

The gross rent of TBRA-assisted units cannot exceed the rent standard. The LDH HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household’s Parish of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. An important point about the rent standard is that it includes both rent *and* utilities. (The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the owner for comparable unassisted units. Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent.)

# Appendices

1. **Using HOPWA funds for mobile homes**
2. **Earned Income Disregard**
3. **Permanent Housing Placement Accounting Guidelines**
4. **Permanent Housing Placement Application Form**
5. **Project Sponsor Data Sheet**
6. **Frequently Asked Questions**
7. **Instructions for Shared Housing Arrangements**
8. **Tenant Lease Requirements**
9. **Can I Pay this Owner?**
10. **VAWA Requirements for Rental Assistance Services**

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| Appendix A: Using HOPWA Housing Assistance for Mobile Homes |
| *(Source: HUD Notice 03-05; Guidance on Manufactured Housing under the HOME Program)* |
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HUD’s Office of HIV/AIDS Housing has determined that HOME Investment Partnership Program (HOME) guidelines may be referenced to support the use of HOPWA funds for manufactured home rental and mortgage payments.

TBRA and STRMU services can be provided to households that live in mobile homes, trailers, and motor homes, in some situations. PHP services can assist households establish permanent residence in a mobile home in which continued occupancy is expected. Payments are permitted in accordance with guidance established for the HOME Affordable Housing program in HUD CPD Notice 03-05. As described in Notice 03-05, mobile homes, motor homes, trailers, recreational vehicles, and other like vehicles with wheels on the ground, capable of relocating and not attached to the earth, are considered personal property and therefore unqualified for housing assistance. HOME guidance considers units attached to the earth as "real" property (as in real estate). Such units must also be connected to permanent utilities and meet local guidelines for mobile home housing. Households residing in attached real property mobile homes that are connected to utilities and meet local guidelines are qualified for housing assistance. Space rental costs in a mobile home park are allowable housing assistance costs if they are included in the unit rent.

**HUD Notice CPD 03-05; Guidance on Manufactured Housing under the HOME Program**

**Section III. Background and Eligible Activities**

Manufactured homes and manufactured housing lots (also called “homesites” in this Notice) qualify as housing under the HOME Program. A manufactured home is defined as “a structure, transportable in one or more sections which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.” A mobile home is a manufactured home. “Mobile home” and “trailer” were commonly used terms before 1976 when Congress adopted legislation using the term “manufactured home” to take their place. This Notice uses the term manufactured home to refer to all types of non-motorized manufactured housing units (thus excluding recreational vehicles) that meet the definition in 24 CFR §3280.2.

**Section IV. Utility Hook-Up and the Homesite**

The HOME regulation at §92.205(a)(4) requires manufactured homes assisted with HOME funds (except for existing, owner-occupied manufactured homes that are rehabilitated with HOME funds) to be connected to permanent utility hookups. The HOME regulations also require the manufactured home to be located on land that is owned by the manufactured home owner or on land for which the manufactured home owner has a lease such as, a mobile home park.

**Section V. Permanent Foundations**

The manufactured home regulations (24 CFR §3282.12) define a site-built permanent foundation as “a system of supports, including piers, either partially or entirely below grade,” and that meets the criteria as further defined in §3282.12. HUD Handbook 4930.3G, Permanent Foundations Guide for Manufactured Housing, further defines a permanent foundation as one that “must be constructed of durable materials at the site, with attachment points to receive a manufactured home.” Once the manufactured home is set on a permanent foundation, it is treated as real property and ownership then is evidenced through title to the real property, therefore eligible for housing assistance. The HOME final rule published on September 16, 1996, eliminated the requirement that HOME-assisted manufactured housing units rest upon a permanent foundation.

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| Appendix B: Earned Income Disregard |
| *(Source: 24 CFR §5.617: Disallowance of Increase in Annual Income)* |
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The Earned Income Disregard (EID) allows qualified individuals and households receiving TBRA or TSH services to keep more of their earned income for a period of up to two years following an increase in employment income. The purpose is to assist persons with disabilities in obtaining and retaining employment, as an important step toward economic self-sufficiency. Two EID tabs are included in **Form I: Rental Assistance Worksheet** (one tab per qualified household member). Per 24 CFR §5.617, HUD requires disregard for income to previously unemployed persons with disabilities who are receiving TBRA or TSH services. Previously unemployed means a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 500 hours of work at the established minimum wage. EID is not used to determine household income eligibility for the LDH HOPWA Program.

**To qualify for the EID, the household must:**

1. Be a household with a person with a disability receiving TBRA or TSH services.

*The household must also meet any one of the following:*

1. The person with a disability's earned income increases as a result of employment after a period of unemployment of one or more years prior to employment, or earning no more than minimum wage for 500 hours or less during the past 12 months;
2. A disabled member's earned income increases as a result of participation in an economic self-sufficiency program or other job-training program; or
3. A disabled member's earned income increases as a result of employment during or within six months after receiving assistance, benefits, or services under TANF or a Welfare-to-Work program (including one time only cash assistance of at least $500.

**Initial and Phase-In Exclusion Periods**

**Initial 12-Month Exclusion**

100 percent exclusion of income over the amount of prior income (if any). This period begins on the date the household first experiences an increase in annual gross income attributable to employment. The Project Sponsor must exclude from annual gross income of a qualified household any increase in income of the household member who is a person with disabilities as a result of employment over the prior income of that household member. If the period of increased income does not last for 12 consecutive months, the disallowance may be resumed at any time within the 12-month 100 percent phase. The Initial 12-Month Exclusion will not stop if the circumstance that triggered the EID ceases; however, if the individual experiences an event that would again provide an EID benefit during the Initial 12-Month Exclusion, then the individual will be provided the rent incentive.

**Phase-In 12-Month Exclusion**

50 percent exclusion of income over the amount of income prior to the beginning of the initial exclusion (if any).

The second 12-month cumulative period after the date the household first experiences an increase in annual gross income attributable to employment. The Project Sponsor must exclude from annual gross income of a qualified household 50 percent of any increase in income of the household member who is a person with disabilities as a result of employment over the prior income of that household member. If the period of increased income does not last for 12 consecutive months, the disallowance may be resumed at any time within the 12-month 50 percent phase. The Phase-In 12-Month Exclusion will not stop if the circumstance that triggered the EID ceases; however, if the individual experiences an event that would again provide an EID benefit during the Phase-In 12-Month Exclusion, then the individual will be provided the rent incentive.

**Maximum 48-Month Disallowance**

There is a 24-month (two year) lifetime maximum time frame for each qualifying household member to utilize the Earned Income Disregard. The 24-month period is consecutive and begins at the initial exclusion. The exclusion ends when the 24-month lifetime maximum is reached. No disallowance will be applied after the 24-month period following the initial date the exclusion was applied.

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| Appendix C: Permanent Housing Placement Accounting Guidelines |
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**Accounting Entries for Security and Utility Deposit Payments and Refunds**

Security and utility deposits are an allowable cost to the extent the cost conforms to the general policies and principles stated in [Uniform Grant Management Standards](https://comptroller.texas.gov/purchasing/grant-management/). Project Sponsors must maintain adequate records and supporting documentation for all deposits. A record of individual deposits should be maintained in a subsidiary ledger that is posted to the general ledger. The subsidiary ledger should be reconciled on a monthly basis to the general ledger control account. Outlays for security deposits will be reflected as assets until returned to the Project Sponsor. Any funds returned to the Project Sponsor will be treated as applicable credits towards program expenses in the year recovered. Deposit refunds (credits) should be tracked seperately. Questions about accounting for security and utility deposits should be addressed to the LDH Services Monitor.

**Security/Utility Deposit Payment Entries**

1. Recording the payment
   1. Debit: Security/Utility Deposits Expense (name of payee and client)
   2. Credit: Cash
2. Recording the receivable for security/utility deposits
   1. Debit (Asset): Refundable Security/Utility Deposits (name of payee and client)
   2. Credit (Asset): Security/Utility Deposits Held (contra-account)

**Security/Utility Deposit Refund Entries: Fully Recovered**

1. Recording the full refund of a security/utility deposit during the grant period/term
   1. Debit (Asset): Cash
   2. Credit (Expense): Security/Utility Deposits Expense (name of payee and client)
2. Clearing the receivable for a fully refunded security/utility deposit during the grant period/term
   1. Debit (Asset): Security/Utility Deposits Held (contra-account)
   2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client)
3. Recording the full refund of a security/utility deposit after grant period/term
   1. Debit (Asset): Cash
   2. Credit (Income): Misc. Income - Refunded Security/Utility Deposits
4. Clearing the receivable for a fully refunded security/utility deposit after the grant period/term
   1. Debit (Asset): Security/Utility Deposits Held (contra-account)
   2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client)

**Security/Utility Deposit Refund Entries: Partially Recovered**

1. Recording the partial refund of a security/utility deposit during the grant period/term
   1. Debit: Cash (for the amount of the partial refund)
   2. Credit: Security/Utility Deposits Expense (name of payee and client) (for the amount received)
2. Clearing the receivable for a partially refunded security/utility deposit during the grant period/term
   1. Debit (Asset): Security/Utility Deposits Held (contra-account) (for the full amount of the original deposit)
   2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)
3. Recording the partial refund of a security/utility deposit after grant period/term
   1. Debit: Cash (for the amount of the partial refund)
   2. Credit: Misc. Income - Refunded Security/Utility Deposits (for the amount of the partial refund)
4. Clearing the receivable for a partially refunded security/utility deposit after the grant period/term
   1. Debit (Asset): Security/Utility Deposits Held (contra-account) (name of original payee and client) (for the full amount of the original deposit)
   2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)

**Security/Utility Deposit Refund Entries: Not Recovered**

1. Debit (Asset): Security/Utility Deposits Held (contra-account) (name of original payee and client) (for the full amount of the original deposit)
2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)

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| Appendix D: Frequently Asked Questions |
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**Program Eligibility**

1. **What is income eligibility?**

Any household whose income is below 80 percent of Area Median Income for their Parish is eligible for the program.

1. **Does HOPWA allow conditional eligibility?**

No, a household is either eligible or ineligible. There is no flexibility in applying program eligibility requirements.

1. **Can an individual who is HIV positive receive assistance under this program or must the disease be more advanced?**

HUD has determined that persons living with HIV—regardless of how advanced—are eligible for assistance.

1. **How is zero income verified?**

There are three acceptable methods of verifying any type of income. In order of preference, they are: (a) third party written or oral verification (e.g., pay stubs, letters); (b) review of documents (e.g., award letters): and (c) self-certification. The last method is the least-preferred method of verifying. If the client cannot verify income with the first two methods, they may sign a statement certifying income status. Form A: No Income Certification should be used for this purpose.

1. **Is the Earned Income Disregard on Form I: Rental Assistance Worksheet used to adjust income for determining income eligibility for the HOPWA Program?**

No. Per 24 CFR §5.617(d), Earned Income Disregard (or “Earned Income Disallowance”) is not used to determine household income eligibility for the LDH HOPWA Program. The disallowance does not “exclude” income from the income eligibility determination process (it is important to remember that “exclusions,” “disregards,” “deductions,” and “allowances” all mean different things and apply to different program and service processes.) If a household’s annual gross income is over 80 percent of AMI, they are not eligible for the program regardless of whether the disregard would reduce their gross income below the eligibility threshold. The disregard is not a function of determining program eligibility.

1. **A client is receiving $6,354 annually in work study. Does the full amount for work study count towards the Annual Income to determine program eligibility?**

No. All forms of student financial assistance (grants, scholarships, educational entitlements, work study programs, and financial aid packages) are excluded from household annual gross income.

1. **Can a household deduct child support expenses from annual gross income?**

No, income that pays child support may not be excluded from household annual gross income.

1. **Are financial contributions from family and friends considered a source of income when determining eligibility?**

The answer depends on whether the contribution or gift is received “regularly.” Unfortunately, that is the extent of the guidance HUD provides. So, if the client expects to receive a contribution/gift of $200.00 per month for a year, then yes, that would be included in the income eligibility calculation. Whether the income is regular or sporadic will have to be determined by the client and Project Sponsor. If it is sporadic, then it should be excluded from the income eligibility calculation. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of verification.

1. **Does income earned by a minor count as household income?**

No, earned income for dependent children under the age of 18 is not included. However, other income of dependent children under the age of 18 is included. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.

**Program Services**

1. **A client is receiving TBRA services. The client is not providing any documentation of medical results or that he is seeing a physician. Is the client non-compliant with HOPWA policies?**

HOPWA only requires proof of diagnosis when determining basic program eligibility. Beyond that, there is no regulatory requirement to provide additional medical documentation for continuation of specific program services unless the client has agreed to do so in their housing plan. Based on the information available, the client has not violated any rules. Termination of a client from HOPWA should be a last resort. Yes, HOPWA is intended to promote better health outcomes and using current medical documentation to monitor this is the best practice. However, the priority of this program is housing stability and the work needed to achieve it. If a Project Sponsor wants to require that clients provide medical documentation as a condition of receiving housing assistance, then a policy should be enacted and uniformly implemented with all HOPWA clients. Also, clients should have the opportunity to give informed consent by signing an acknowledgement of the Project Sponsor’s unique termination policy prior to enrollment.

1. **If a household is being considered for rental assistance, but there isn’t a reasonable expectation they will be approved for the Housing Choice Voucher Program or other affordable housing programs in the future (e.g., criminal background barriers), does this disqualify someone from rental assistance activities?**

Some households may not be eligible for the Housing Choice Voucher Program or other affordable housing programs and it would be unreasonable to expect their applications would ever be approved (this should be documented with a denial letter that explains why). In those circumstances, rental assistance could be used indefinitely or up to an established time-limit because no other long-term option is available. In other words, rental assistance activities can do more than just bridge gaps, especially when households aren’t eligible for anything else. For example, it is perfectly fine to enroll someone in TBRA even when there is not an expectation that that household would be approved for other long-term housing assistance.

1. **Can a household receiving TBRA or TSH services qualify for the Earned Income Disregard at the initial TBRA or TSH calculation?**

No. Earned Income Disregard cannot be claimed at the initial calculation, but can be claimed during an interim or annual calculation. The Disregard is an employment incentive for household members with disabilities who are already receiving TBRA or TSH. As such, the Disregard can only be claimed during an annual or interim calculation.

1. **Can TBRA, STRMU, or PHP pay for a hotel/motel stay?**

No, but STSH can. If a Project Sponsor does not provide STSH, they may want to check with a local shelter to see if they have funding for hotel/motel vouchers. If the shelter provides case management, they may want to sign up for services there in case other housing options become available. Also, they should see if the shelter has a Coordinated Entry System so they can be screened for eligibility for other housing programs. If the shelter is not a “Front Door” for Coordinated Assessment, maybe the shelter can refer them to an agency that is doing this. If they are near an EMSA HOPWA Program, maybe the Project Sponsors in that jurisdiction have money allocated for HOPWA hotel/motel vouchers. Ryan White Housing may also be used for this purpose.

1. **Can TBRA, STRMU, FBHA, or PHP pay for moving expenses?**

No. These services cannot pay for a moving truck or other services to help someone move.

1. **Are foster children considered dependents for purposes of determining household annual adjusted income for rental assistance calculations?**

Per HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent*, Foster children are not considered dependents and are not eligible for a $480 deduction from annual income when performing a rental assistance calculation. However, there is an income exclusion (for determining household income eligibility for the HOPWA program) for payments a household receives to take care of foster children. For income eligibility determination, Project Sponsors may exclude payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the household, who are unable to live alone).

1. **A client is fighting for the guardianship of his nephews who live with him. Would the nephews be counted as dependents for a rental assistance deduction?**

Per HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent,* it is not necessary for a household member to have legal custody of a dependent in order to receive the dependent deduction.

1. **How can housing status for STRMU be defined if the client’s name is not on the lease agreement?**

HUD Notice 06-07 for STRMU states: “In order to receive STRMU assistance, there must be evidence of client tenancy or ownership and residency. To receive rental payments, the eligible individual or a member of the resident household must present evidence that they are a named tenant under a valid lease or that they are a legal resident of the premises.” Possible sources of evidence of this include, but are not limited to:

* + Documentation that the individual has been responsible for rental payments. Rental receipts, a cancelled check or a copy of a money order from the tenant to the landlord would satisfy this condition.
  + A late payment notice or any other written communication from the landlord to the tenant that provides evidence of tenancy would also be satisfactory.
  + If not named on the lease, any written documentation from the landlord that the individual is a legal resident of the property.

1. **Can a person simultaneously receive TBRA and STRMU assistance?**

No. Per the HOPWA Grantee Oversight Resource Guide, TBRA, STRMU, and FBHA service periods cannot overlap.

1. **If a client, receiving rental assistance, cannot be accepted into housing due to a criminal background record, do they still have to apply only to be denied? Can they apply and be denied once? If a client applies but cannot move due to a health problem, documented by a physician, do they have to reapply?**

If they are not eligible for public housing, they do not have to apply repeatedly. A denial letter is sufficient documentation to justify this. The denial letter may be used for the duration of the ineligible period. When the ineligible period is over, the household should apply again if possible. Perhaps the household might be eligible in the future (sometimes people can become eligible again over time depending on their background). In that case, they should apply again at that time if they are still receiving TBRA or TSH services. Per LDH HOPWA Program policies, households receiving TBRA or TSH are required to apply for the Housing Choice Voucher Program and any other affordable housing program they can. Households on other affordable housing waitlists would reapply every 90 days or as required just as they would for the Housing Choice Voucher Program. Regardless, some households may not be eligible for anything, period, and TBRA or TSH is their last safety net. If this is the case, be sure this is well-documented.

If a medical provider says a household cannot move for medical reasons, documentation from the provider as to why moving would be a problem should be attached to the waiver. If the household member recovers from whatever prevented the move, then they should apply again per usual.

Note that HUD issued a press release titled “HUD and Justice Department announce new efforts to ease transition from prison and expand opportunities for jobs and housing.” The full press release and a link to the accompanying guidance can be found [here](https://archives.hud.gov/news/2015/pr15-140.cfm). One paragraph in particular could impact some of our households on public housing waitlists:

“HUD announced updated public housing arrests guidance to Public Housing Authorities (PHAs) regarding the use of arrests in determining who can live in HUD-assisted properties. The guidance outlines that arrest records may not be the basis for denying admission, terminating assistance or evicting tenants; and reiterates that HUD does not require PHAs and owners to adopt “One Strike” policies and includes best practices and models of success from PHAs across the nation.”

This could potentially increase access to public housing for some of our households with criminal background barriers.

1. **Can a person have a Housing Choice Voucher or live in public housing and also receive HOPWA housing assistance?**

No. If a client is receiving Housing Choice Voucher housing assistance payments, they are not eligible to receive HOPWA TBRA, STRMU, or FBHA. However, clients may also receive Supportive Services and PHP (CFR §574.300(b)(7).

1. **Can a person receive HOME Tenant-Based Rental Assistance and HOPWA housing assistance at the same time?**

No. As with the Housing Choice Voucher Program or a public housing program, a client is not eligible to receive HOPWA TBRA, STRMU, or FBHA at the same time with other federal housing assistance programs. This would be “double dipping.” However, clients may also receive Supportive Services and PHP (CFR §574.300(b)(7).

1. **Can a client have zero income and receive rental assistance services?**

Yes. Household members with zero income must have their situation documented and income should be routinely reassessed.

1. **Can a currently homeless household receive STRMU services to pay a utility debt so that they can establish utility services at a new address they will be assisted in moving into (i.e., can STRMU be used for rapid rehousing purposes)?**

Although Rapid Rehousing is a good goal for households, STRMU cannot be provided for back debts for homeless households. Households must be currently housed in order to qualify for STRMU. STRMU is intended to stabilize households experiencing a crisis due to health or income loss that can be alleviated with a short-term assistance to keep them in their current housing if they can sustain it after the STRMU assistance ends. PHP can pay for utility hookup fees and deposits. PHP can also pay for utility arrears or other past expenses if a household must pay them to secure a new unit. If a Project Sponsor will pay arrears or other past expenses, the Project Sponsor must document that the payment is required and justified in order for the household to secure a new unit. Project Sponsors could also contact the utility company to see if they would agree to a PHP deposit for the new service and a payment plan for the past-due amount. Because of PHP financial limitations, Project Sponsors may have to use other sources of funding to leverage the costs.

1. **STRMU services can cover debts and/or dues that have accrued over a 147 day period. How do we correctly attribute debts to a specific number of days? For example, a household may owe $500.00 to their utility company in addition to the current amount due, $100.00. The $500.00 debt accrued over several months. How would we break this debt down into days without a record of the amount due each month?**

Project Sponsors should obtain a ledger from the owner/representative or utility company that details how the debt accrued less payments made by the household. This is the only way of knowing the exact amounts of debts accrued in a given timeframe with any certainty.

1. **Are property taxes an eligible STRMU cost?**

Yes, if taxes are part of the mortgage payment. Otherwise, they are not.

1. **Can LDH please provide guidance on eligible costs for smoke detectors purchased under HOPWA services?**

In short:

* HOPWA is the payer of last resort for smoke detectors; smoke detectors should be leveraged and usually can be
* For renters, clients should get smoke detectors from landlords, fire departments, or hardware store donations
* For mortgagors, they can be purchased only if you can’t get them from local fire departments or potential hardware store donors
* For renters, if there isn’t a working smoke detector at entry to the program, HOPWA shouldn’t be paying the rent (it should be fixed first)
* Project Sponsors can’t buy smoke detectors in bulk or before the need for a smoke detector arises
* Project Sponsors can’t pay for smoke detector installation services; they should be purchased and provided to the landlord for installation if clients are renting, or given to clients so they can install them on their own if they have mortgages

1. **Can housing assistance services be denied to clients who are active substance users or registered sex-offenders?**

HOPWA housing assistance should not be denied simply because a client uses or is alleged to use illegal substances in their place of residence, or because they refuse to enter substance use treatment services. Client eligibility must be based on the criteria specified in the eligibility sections of this manual. The Case Manager should make referrals to appropriate treatment and supportive services if the client consents to this. The owner of the rental property certainly has the right to prohibit illegal acts on their property, and has the right to notify law enforcement officials when needed or to initiate eviction proceedings when a client has violated lease provisions. If a client is using illegal substances and complying with the terms of the LDH HOPWA Program Agreement and their housing plan, then the client has not violated any program rules. If a client is using illegal substances and their substance use is related to their non-compliance with program rules or non-adherence to their housing plan, then Project Sponsors should work with the household to create a plan that will lead to compliance with program rules and adherence to their housing plan. If a realistic plan cannot be created, or the client remains non-compliant or non-adherent, then the household may be considered for termination per the Project Sponsor’s termination policy and procedure. Termination should be a last resort.

Also, the HUD’s Office of HIV*I*AIDS Housing has received several requests for clarification on whether HOPWA grantees carrying out rental assistance activities are subject to the admissibility and termination provisions in subtitle F ("Safety and Security in Public and Assisted Housing.”) of the Quality Housing and Work Responsibility Act (QHWRA) of 1998. Subtitle F of QHWRA limits the Section 8 participation of persons who use controlled substances and persons subject to a lifetime registration requirement under a state sex offender registration program. These restrictions do not apply to the HOPWA Program and, therefore, HOPWA grantees are not required to comply with them in providing HOPWA rental assistance.

1. **A household is composed of one serodiscordant couple. The household receives STRMU services. If the other individual seroconverts, do they qualify the household for an additional 21 weeks of assistance?**

No, the 21 weeks of assistance are for the household, not individual household members, and cannot be doubled or otherwise increased.

1. **Under STRMU, can we pay rent, mortgage, and or utility bills for clients that predate their enrollment in the HOPWA Program? For example, if a client was enrolled in the HOPWA Program in January, can we pay December bills?**

Yes, previous, verifiable balances can be paid for months that predate a household’s enrollment date in the HOPWA Program and the start date of STRMU services. This also applies if the accrued costs of the bills predate the start date of the contract period (the LDH HOPWA Program year is 02/01 – 01/31). For example, a check cut in February for outstanding bills from January of the prior contract year would be billed to the contract that started in February regardless of which days of accrued costs you are paying for. Tracking days of accrued costs paid for is merely a method of ensuring the total amount of STRMU assistance is capped at 147 days. This client may be assisted with the prior bills in order to prevent homelessness. Thus, there is meant to be a “seamless” housing assistance service even though a contract timeframe is crossed. From an accounting perspective, the predating bills would be charged on the current project year’s budget. As required, the 21-week tracking worksheet must be used to ensure that the 21 weeks of assistance is not exceeded.

1. **When a household begins receiving STRMU, an agency can pay utilities for the previous months. What if a client starts the program in June and receives utility assistance for that month plus the previous months of April and May that were past due? Does this count as one month of assistance or three months?**

The 21-week limit under STRMU is based on days of accrued costs. Therefore, if STRMU pays April (30 days), May (31 days), and June (30 days), then that will constitute 91 out of 147 days in a 52 week period (365 days for regular years and 366 days for leap years) – regardless of what day or month the check is cut.

1. **With regard to the 21-week rule for STRMU, what happens when the 21st week is in the middle of a month?**

You cannot exceed the 21-week limit. The household will have to pay the balance of what is due.

1. **What kinds of emergencies would qualify a household for STRMU services?**

An emergency is a situation that is short-term in nature and one that the case manager has reason to believe will put the client at risk of becoming homeless. To receive STRMU assistance a client must provide verifiable evidence of the outstanding obligation and evidence of his/her inability to make the monthly payments.

1. **To document STRMU need, is a default notice or eviction action required, as these can add late fees to our costs?**

Documentation in the form of a default/late payment notice is not required to demonstrate emergency housing need for STRMU. A late payment notice is only one of the methods that can be used to verify the debt; there may be a variety of other ways to verify amounts owed, including calling the utility company, landlord, or mortgage company directly prior to a late payment notice being issued, and thereby avoiding adding late fees as additional costs. This could involve a record of actual monthly bills for reoccurring cost, and evidence of the limited nature of household income along with limited available financial resources (i.e. balance on bank accounts). This could involve a case manager's assessment of "need" which includes a variety of elements such as current, previous and future month's financial situation/forecast, employment/benefits circumstances, and HIV/AIDS health-related conditions. A household budget review of these costs, and assessment of inability to meet such costs, could be done by a housing case manager as part of this documentation of this record.

1. **What are examples of circumstances an applicant may experience that may result in the need for emergency assistance in spite of having ongoing income sources?**

The applicant may be unable to pay rent, mortgage, and/or utilities because (a) the applicant is unable to work due to recent hospitalization and, therefore, received significantly less pay and unable to cover expenses; (b) the applicant had to recently purchase unexpected costly HIV medications or pay for unexpected medical expenses out of pocket; (c) the applicant was not hospitalized, but too ill to work in the recent past according to a physician’s statement, and the client did not have a position where sick and annual leave was accrued; (d) the applicant left employment, has been declared presumptively eligible for disability benefits in writing, and is pending commencement of benefits; (e) the applicant has attempted, but been unsuccessful in collecting child support legally owed the applicant. This is not an exhaustive list.

1. **If an agency provides one month of STRMU assistance in March, then another month in September, then another month in December, do they need to fill out a termination form each time?**

No. Termination information must be collected only when the household is terminated from the program. However, the form is used to track service outcomes (TBRA, STRMU, and FBHA) and should be updated as services start and end and as specific service outcomes are achieved. The outcome and termination form is a tool to assist Project Sponsors in tracking both service outcome data and termination data (if applicable) that must be reported to HUD.

1. **Can the Project Sponsor develop their own system to track the number of weeks a client receives STRMU services within a 52-week period?**

No. The Project Sponsor must use the LDH calendar day method using the client’s first payment date to determine the 52-week period. The calendar day method is used because it is the most accurate method with minimal rounding. HUD requires Project Sponsors to use the same method of tracking and must be applied uniformly and consistently for all Project Sponsors.

1. **Does HUD permit a waiver of the 21-week time limitation for STRMU?**

HUD regulations permit a waiver to be granted through the HUD Headquarters office on a case-by-case basis and approval can be granted only by the HUD Assistant Secretary for Community Planning and Development. HUD approval is rare and extraordinary and should not be expected by anyone assisted under this program.

1. **If a STRMU payment is made for previous months, how is that tracked?**

A client’s 52-week eligibility period starts the first day STRMU paid for accrued costs. If a STRMU payment is made on November 1 for the previous 2 months (September and October), the 52 week period would start on September 1st. In terms of tracking the amount of assistance, the amounts paid for September and October should be tracked as assistance for September and October in the STRMU Tracking Worksheet. In this 52-week period (September 1st – August 31st), the household cannot receive more than 147 days of assistance.

Or, a Project Sponsor could pay half of a utility bill with a service period that starts on September 24th and ends on October 23rd. The 52 week period would start on October 17th. This methodology treats HOPWA as the payer of last resort – the household is responsible for paying the first half of the service period and, with no other option to meet the household’s needs, the STRMU would pay the remaining amount. This places the 52 week start date on October 17th.

1. **Is it the responsibility of the Project Sponsor to inspect a client’s housing for STRMU?**

No. An inspection is not required for STRMU but the client must assure the Project Sponsor that the property is safe and decent. The case manager needs to ask some questions to confirm this statement as the Project Sponsor is ultimately responsible for ensuring this is true.

1. **Why do STRMU clients need a Housing Plan?**

All HOPWA clients are required to have a Housing Plan. Goals must be established for on-going housing stability for clients with referrals for access to medical treatment and supportive services. The purpose of the Housing Plan is to provide a tool for the client and case manager to achieve housing stability without long-term dependency on the HOPWA program.

1. **What happens to the client’s household members if the client passes away before having received 21 weeks of STRMU assistance?**

The Project Sponsor needs to have a policy that establishes a reasonable grace period for surviving beneficiaries of households receiving STRMU services. STRMU assistance is still needs-based and each request for financial assistance must be justified (STRMU should never be seen as an automatic 21-weeks of assistance). The grace period must be a minimum of one month at the time of death. It is advisable to limit this benefit to 2-4 months. Regardless, the 21-week assistance cap still applies.

1. **Is the rent for land to place a mobile trailer allowable for assistance?**

Yes, the cost of land is always included in rent or mortgage payments and allowable.

1. **Can HOPWA funds pay for a boat slip for a client living in a houseboat?**

Yes, if the boat slip provides water and utility connections. See Appendix A for Mobile Home requirements.

1. **Is a Termination form required at the end of the year for TBRA or FBHA clients continuing to the following year?**

No. If a household will remain in the HOPWA program at the end of the program year, a termination form is not necessary because they are not being terminated from the HOPWA program. Annual recertification is all that is required, including completion of all new paperwork. See Section 13. Program Eligibility, 3. Annual and Interim Recertifications.

1. **Does HOPWA allow the use of funds for late and reconnect fees?**

Yes. Late and reconnect fees are allowable under STRMU, but not under TBRA or FBHA. Remember, households cannot receive TBRA, STRMU, or FBHA services at the same time, so if a household receiving TBRA services is charged a late fee, STRMU cannot pay that late fee.

1. **Is it necessary to obtain rental receipts?**

No. It is not necessary that Project Sponsors obtain rental receipts from the landlords. However, rental receipts may serve as evidence of tenancy if the client’s name is not on the lease or a lease is not available.

1. **Can a Project Sponsor pay utility deposits as a Permanent Housing Placement service?**

Yes. Security and utility deposits are eligible costs under PHP services.

1. **Can you pay the first month’s rent out of TBRA or TSH if a client pays for the security deposit?**

Yes. In practice, however, this requires careful coordination with the owner. TBRA and TSH can pay first month’s rent if a lease was already executed and the first month’s rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TBRA or TSH). Starting TBRA or TSH services on the first month of rent would require careful negotiation with the owner or representative because they are unlikely to execute a lease before receiving the first month’s rent. The first month’s rent is not a security deposit, so TBRA and TSH can be used to pay for the first month of rent. For example, PHP could pay for the security deposit and TBRA could then pay for the first month’s rent. PHP does not necessarily have to pay the first month’s rent, although it can.

1. **Can LDH provide guidance on rent standard and rent reasonableness requirements?**

For TBRA or TSH services, the gross rent of the proposed unit must be at or below the lower of the rent standard or reasonable rent. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TBRA or TSH services. This does not mean the household is ineligible for the HOPWA Program or unqualified for TBRA or TSH services per se, it only means that the proposed unit cannot be approved for TBRA or TSH services. If the gross rent of the proposed unit complies with these requirements, a household would never pay more than their calculated rent payment under 24 CFR §574.310(d), and a Project Sponsor would never pay more than the “Maximum Subsidy” under 24 CFR §574.320(a)(1).

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| Source | Text *(emphasis added)* |
| [24 CFR §574.310](http://www.ecfr.gov/cgi-bin/text-idx?SID=17d91360e10bdd3d2cfae4b9340595a9&mc=true&node=pt24.3.574&rgn=div5) | 1. Resident rent payment. Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program **must pay as rent**, including utilities, an amount which is the higher of:    1. 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;    2. 10 percent of the family's monthly gross income; or    3. If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs. |
| [24 CFR §574.320](http://www.ecfr.gov/cgi-bin/text-idx?SID=17d91360e10bdd3d2cfae4b9340595a9&mc=true&node=pt24.3.574&rgn=div5) | 1. If grant funds are used to provide rental assistance, the following additional standards apply:    1. Maximum subsidy. The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:       1. The lower of the rent standard or reasonable rent for the unit; and       2. The resident's rent payment calculated under §574.310(d).   **NOTE:** The “Maximum Subsidy” is the monthly amount of TBRA or TSH funds that *could* be paid to an owner if a client is searching for a unit that complies with rent standard and rent reasonableness requirements. Really, the actual assistance pays the difference between the contractual rent to the owner and the household’s calculated rent payment. |
| [Rental Assistance Guidebook](https://www.hudexchange.info/resources/documents/HOPWARentalAssistanceGuidebook.pdf) | Clients **must find housing with rents that comply with both the rent standard and the reasonable rent.** Otherwise, the grantee may not provide rental assistance (page 82). |
| An important point about the rent standard is that it includes both rent and utilities (page 83). |
| As a final review to ensure that the total rent plus utilities (proposed gross rent) does not exceed the rent standard used by the program, the utility allowance should be added to the total rent to be charged by the landlord. If this amount exceeds the rent standard, then final calculation of the client rental share and the utility allowance will need to be recalculated (page 93). |

1. **For TBRA, what if the unit does not comply with rent standard and rent reasonableness requirements?**

In short:

* The household could relocate to a unit that complies with rent standard/rent reasonableness requirements,
* The household could find another household to split housing costs with provided there are enough bedrooms to accommodate both households (shared housing arrangement),
* The household could negotiate a new rent with the owner, or
* On a unit by unit basis, the grantee may increase the rent standard by up to 10 percent for up to 20 percent of the units assisted (in other words, Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with LDH to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit.

A Rent Standard Increase policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. When will the Project Sponsor make this exception? Are there certain conditions or considerations the Project Sponsor will prioritize in making this exception? For example, the exception could be granted to a household that needs to be closer to a medical provider in the center of town where housing costs are higher. The policy should be implemented in a uniform, consistent, and non-discriminatory manner.

1. **For rental assistance, can a couple have a two bedroom unit? What if the couple requires two bedrooms for medical reasons (e.g., one person is incontinent, has sleep apnea, etc.)?**

Generally, a couple only needs one bedroom. The intent of TBRA and TSH Occupancy Standards is to provide smallest number of bedrooms needed by a household without overcrowding. In determining unit size for a particular household, Project Sponsors may grant exception to the Occupancy Standards if the exception is justified by the age, sex, health, handicap, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household’s file. Yes, Project Sponsors can make an exception to the Occupancy Standards for medical reasons if adequately justified. Also, if the individual needs a separate bedroom because of a disabling condition, Project Sponsors could grant a reasonable accommodation (see Section 8: Fair Housing, Nondiscrimination, and Equal Opportunity, 5. Reasonable Accommodations).

1. **For rental assistance, if more than one adult household member is living with HIV, would the additional adults qualify for a dependent deduction?**

It depends on if the other adults living with HIV have been designated as the head of the household, co-head, spouse, or sole member. Some household members may never qualify as dependents regardless of age, disability (including HIV), or student status. The head of the household, co-head, spouse, or sole member may never qualify as dependents. Also, a foster child, foster adult, an unborn child, a child who has not yet joined the household or a live-in aide may never be counted as a dependent. For example, if the other adult member living with HIV is a significant other and designated as a co-head or spouse, this member would not qualify as a dependent.

1. **For rental assistance, can an adult undocumented household member qualify for a dependent deduction?**

Not usually, but not because they are undocumented. The dependent deduction is for each household member (with the exceptions noted in Question 49) who is under 18 years of age, a person with disabilities; or a full-time student of any age.

1. **Our household lives in a rural Parish. The Parish doesn’t have a housing authority. We are having trouble obtaining a utility allowance schedule for the Rent Standard and Rent Reasonableness Certification. What should we do?**

Project Sponsors should contact the housing authority that is nearest to the household. The housing authority does not necessarily have to be located in the same Parish as the household. After locating the nearest housing authority, Project Sponsors must keep a copy of the utility allowance schedule they used in the household’s file.

1. **Can LDH explain the recent changes to Earned Income Disregard?**

In short, a qualifying household member receiving TBRA or TSH services will have a 730-day clock divided into a 365-day 100 percent-Clock and a 365-day 50 percent-Clock. Previously, a qualifying household member had four years to use 365 cumulative days of 100 percent and 365 cumulative days of 50 percent. The regulations for EID at 24 CFR §5.617 were amended on 03/08/2016 per HUD’s [Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher, Multifamily Housing, and Community Planning and Development Programs Final Rule](https://www.gpo.gov/fdsys/pkg/FR-2016-03-08/pdf/2016-04901.pdf). Here are some excerpts from the rule:

*“HUD’s intent in this rulemaking, with respect to EID, is to streamline the EID tracking process by reducing the time during which a program participant may be eligible to receive the benefit of the EID.”*

*“For all HUD programs that require an EID, HUD is retaining the ability of these residents to start and stop employment and still retain the benefit of the EID. However, these residents may only receive the benefit for up to 24 consecutive months from the date of initial increase in annual income. If an individual becomes eligible to receive the EID, the 24-month period will not stop if the circumstance that triggered the EID ceases; however, if the individual experiences an event that would again provide an EID benefit during the 24-month period, then the individual will be provided the rent incentive. This change eliminates the burdensome process of tracking EID starts and stops over a 48-month time period, but still provides some flexibility to tenants to receive the EID if they again obtain employment.”*

*“HUD will retain the one-time EID eligibility. Specifically, after the expiration of the 24-month period, individuals will be ineligible to receive subsequent EID benefits. HUD believes that these changes maintain the balance that HUD seeks to incentivize employment among residents while reducing the burden of administering the benefit.”*

As a result of this change, the 2017 release of **Form I: Rental Assistance Worksheet** contains the following updates:

* + EID Clock changed to 730 days
  + 100 percent phase: Changed from a “365 days used” tracker to a “365 days spent” clock
  + 50 percent phase: Changed from a “365 days used” tracker to a “365 days spent” clock
  + The amount of disregard above the baseline will simply depend on the clock phase, not the number of days they have used based on the number of cumulative days employed.

**Households and Shared Housing Arrangements**

1. **What is the difference between the client household and roommate households?**

An applicant must identify individuals living in the unit as either household members or roommates when applying for assistance, or at renewal. Household membership is defined by the household, not by blood or marital relationship. A roommate relationship is established for the purposes of sharing rent and utility bills in return for receiving a share of the space available. In shared housing arrangements where two or more unrelated households live together, Project Sponsors may not extend grace periods to roommates or other households. Grace periods may be extended only to surviving or remaining household members who were already enrolled in the program.

1. **Can a client rent a room or property from family?**

The shared housing regulations at 24 CFR §982.615(b)(3) state that "an assisted person may not be related by blood or marriage to a resident owner." Also, per 24 CFR §982.306(d), Project Sponsors cannot provide housing assistance if the unit owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. However, Project Sponsors may grant exception to these regulations if they determine that approving the unit would provide reasonable accommodation for a household member who is a person with disabilities.

For example, a reasonable accommodation would permit a “person with disabilities,” including persons with HIV, to receive benefits when housed with a family member who owns or rents the housing unit if it is determined by a physician that living with the family member is important to the client’s overall health and welfare. In such situations, the resident owner’s income is not to be counted in determining the household’s income eligibility for the program. Such payments are based on the number of bedrooms that the person with disabilities occupies in the home and must be reasonable for the type and nature of the housing arrangement, and similar to the reasonable rental fees available in comparable unassisted units.

To further clarify, a reasonable accommodation is permitted for clients who need to stay in place as an accommodation for their disability. If able, a client can make a reasonable accommodation request in writing, however, if the client is unable, they may have someone assist them with the request. Project Sponsors may also ask for written verification from a healthcare provider or someone knowledgeable about the person’s disability as back-up for the file. A reasonable accommodation should not be used merely as a mechanism for clients not to have to move or in an effort to exclude additional household member’s income that would normally be considered when determining income eligibility – but be legitimately due to their particular disability. Overall, the process for requesting and approving reasonable accommodations shouldn’t be complicated, and generally, in other housing programs such as Section 8, reasonable requests are more often approved than not. See the decision tree under Appendix J: “Can I Pay this Owner?” for additional guidance.

1. **If someone is married and both people receive Social Security or other income, with one spouse being the sole care giver for the other, do we have to include the caregiver’s income in the computation?**

Yes, a married partner cannot be considered a live-in aide. Per 24 CFR §813.102, a live-in aide as a person who resides with an elderly, disabled, or handicapped person or persons and who (a) is determined to be essential to the care and welfare of the person(s), (b) is not obligated to support the person(s), and (c) would not be living in the unit except to provide necessary supportive services.

1. **Can an applicant household with a child who does not live with them include the child as part of the application?**

No, the dependent child must live in the household at least 51 percent of the time to be included as a household member.

1. **If two single-person households live together in a shared housing arrangement (i.e., roommates) but then decide to get married (i.e., the roommate joins the client’s household), what type of documentation/paperwork needs to be done?**

Conduct an interim recertification to document the change in household composition and assess other factors related to eligibility.

1. **When someone is renting a room/bathroom with kitchen privileges, do we treat it the same as sharing an apartment with someone?**

Yes. This concern relates to TBRA and TSH shared housing arrangements (see Appendix H: Rental Assistance Instructions for Shared Housing Arrangements). Of the number of bedrooms available in the unit, the household is responsible for paying rent in proportion to the number bedrooms it occupies.

**Other Questions**

1. **Can we prorate bills or rent when someone moves into a place or is approved for HOPWA after the first of the month, or do we wait until the next full month to start?**

Yes, Project Sponsors can pay for a partial month.

1. **When a formal lease agreement is not available, what type of documentation is needed for HOPWA assistance?**

An executed formal lease is preferred because it (a) confirms residency for program eligibility, (b) confirms tenancy as a prerequisite for TBRA, STRMU, and TSH services, and (c) is a supporting document for housing assistance payments. Also, an executed formal lease affords legal protections to households and contributes to housing stability. Sample leases can be found online and used by owners. If Project Sponsors cannot obtain an executed formal lease, a letter signed and dated by the landlord and the client is acceptable if it contains the following information: Address of unit, amount of rent, due date of rent, period covered by the lease, whether utilities are included in the rent and what kinds, and the address and phone number of the owner or other individual to whom payment is to be made (see Appendix I: Tenant Lease Provisions for additional guidance).

1. **For rental assistance, do the FMR and community-wide exception rent standard tables include utilities?**

Yes, these tables include the cost of utilities (not phone, internet, or cable).

1. **What are the penalties for clients receiving HOPWA who violate their lease?**

The client may be terminated if the client violates the terms of their lease/rental agreement. All Project Sponsor termination policies and procedures must be followed. If the client is evicted, but will not be terminated from the program, the client may receive Permanent Housing Placement services as a rapid-rehousing intervention.

1. **What is the liability of the Project Sponsor under the Housing Quality Standards?**

None. The inspection is not a declaration to the client that his home is a safe environment and should not be represented that way. Housing Quality is a qualifying criterion for receiving the service, just as is low income. In addition, the Housing Quality Standards form states that the person doing the inspection has inspected the property to the best of his/her ability. This does not imply any professional liability. Only STRMU and PHP clients must self-certify that the housing is safe, decent, and sanitary. If PHP will be followed by TBRA or TSH services, Project Sponsors should inspect.

1. **How does the Project Sponsor ensure smoke detector compliance without an inspection?**

TBRA and TSH services require an inspection, but STRMU, STSH, and PHP services do not. For STRMU, STSH, and PHP, clients self-certify the presence of functional smoke detectors using the Housing Quality Standards Certification.

1. **What if accepting the Housing Choice Voucher (HCV) would place an undue burden on the client?**

A waiver is required if the client cannot accept the HCV when it is offered. The justification must describe the reasons for declining HCV and must be approved by LDH.

1. **If a client was terminated from the program, do they have the right to reapply for the program the following month?**

Yes. There is no clock-time limitation between program enrollment periods. Project Sponsors should have a termination policy that notes the length of time a client will have to wait to reapply for the program or for specific program services after termination if they choose to implement a time limitation.

**Reporting Questions**

1. **If a Project Sponsor receives a refunds for a security/utility deposit from a vendor, what do we do with it?**

* If a Project Sponsor receives a security/utility deposit refund from a vendor and the Project Sponsor is still contracted to provide HOPWA services, the Project Sponsor must use all returned funds to pay other HOPWA expenses incurred during the current program year before requesting further reimbursement from LDH. Project Sponsors must report security/utility deposit refunds (credits) as program income on the Program Progress Report (PPR) and on the Program Income line of Form 269a, Financial Status Report.
* If a Project Sponsor receives a security/utility deposit refund from a vendor and the Project Sponsor is no longer contracted to provide HOPWA services, the Project Sponsor must return the remaining funds to LDH.
  1. **Do the reports submitted to LDH by HOPWA Project Sponsors provide cumulative numbers of unduplicated clients (household members) served during the reporting period? How do we determine an unduplicated client?**

Yes, Project Sponsors report cumulative unduplicated numbers served during the reporting period. An unduplicated client is a client counted only once during the reporting period, even if the client received more than one type of service during that period.

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| Appendix H: Rental Assistance Instructions for Shared Housing Arrangements |
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Per 24 CFR §574.320(b), shared housing arrangements where two or more unrelated households live together are allowable under TBRA and TSH services. Shared housing can often be a cost effective alternative to individual housing arrangements. Shared housing arrangements should be voluntary. The general requirements for shared housing, including qualifications, rent standard, and rent reasonableness, are provided in this Appendix.

**Qualifications**

To qualify for shared housing, the unit size must be able to accommodate the household size based on TBRA and TSH Occupancy Standards. Each unrelated household should have enough bedrooms to accommodate their household members, while not sharing private space with other households in the unit. The unit must meet all Housing Quality Standards (see Section 10. Housing Quality Standards). Additionally, the shared housing regulations at 24 CFR §982.615(b)(3) state that "an assisted person may not be related by blood or marriage to a resident owner." Per 24 CFR §982.306(d), Project Sponsors cannot provide housing assistance if the unit owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. Project Sponsors may grant exception to these regulations if they determine that approving the unit would provide reasonable accommodation for a household member who is a person with disabilities (see Appendix J: “Can I Pay this Owner?”). Project Sponsors must use the following process when completing **Form H: Rent Standard and Rent Reasonableness Certification** for households in shared housing arrangements that will receive TBRA or TSH services:

**Rent Standard**

In shared housing, the rent standard still applies and Project Sponsors must ensure that the gross rent of the proposed unit does not exceed the rent standard. The rent standard for shared housing is the lower of:

* **Rent Standard for the size of the private space that the household will use**

For example, if a household will use two bedrooms out of three bedrooms, select the rent standard for a two-bedroom. Enter the value on Form H under Rent Standard.

***\*OR\****

* **Rent Standard for the pro-rata share of the private space as compared to the total space in the unit**

Divide the total space the household will use by the total private space available to determine the pro-rata share. For example, if a household will use two bedrooms out of three bedrooms, divide the rent standard for a three-bedroom by 3 and multiply the quotient by 2. Enter the product on Form H under Rent Standard.

**Rent Reasonableness**

In shared housing, rent reasonableness still applies and Project Sponsors must ensure that the gross rent of the proposed unit does not exceed the average gross rent of the comparison units. The reasonable rent for shared housing is the lower of the following:

* **If the rent standard for the size of the private space is used, then comparison units should have this unit size**

In the above example, if the rent standard for a two-bedroom was lower than the pro-rata shared rent, then comparison units should have two bedrooms. Enter two-bedroom units with full rent on Form H under Rent Reasonableness.

***\*OR\****

* **If the rent standard for the pro-rata share of the private space as compared to the total space in the unit is used, then comparison units should have the same number of total bedrooms**

In the above example, if the pro-rata shared rent for two out of three bedrooms was lower than the rent standard for a two-bedroom, then comparison units should have three bedrooms. Enter three-bedroom units with pro-rated rent on Form H under Rent Reasonableness. The rents of the comparison units must be figured using the same pro-rata share. If the comparison unit rent is $600.00 and the household will occupy 2 out of 3 bedrooms, the comparison unit rent will be figured as $400.00 (($600.00/3)\*2 = $400.00).

**NOTE:** When utilities are not included in the rent and the household will receive a utility allowance, the applicable utility allowance must be figured in the same manner as the rent (by number of bedrooms or pro-rata share of space). For rent reasonableness comparison units, applicable utility allowances must also be figured in the same manner as the rent).

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| Appendix I: Tenant Lease Provisions |
| *(Source: HOPWA Rental Assistance Guidebook, Chapter 5: Program Operations. HOPWA Grantee Oversight Resource Guide, Leases)* |
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Project Sponsors should ensure that prospective leases for TBRA and TSH services include and exclude certain provisions as described in this Appendix. Program staff should review prospective leases to ensure they meet any additional requirements developed by the Project Sponsor. Households should not be directed to sign a lease until this review is complete. Generally, the lease should be for not less than one year and should allow for renewal after that period. However, Project Sponsors may approve a shorter initial lease if it would improve housing opportunities for a household and such shorter term is the prevailing local market practice. Executed leases (i.e., signed and dated by all parties) must be maintained in each household’s file. In shared housing arrangements where two or more unrelated households live together, Project Sponsors must obtain a written roommate agreement with a breakout of each household’s share of the total rent to the owner.

**The following provisions should be included in the lease or added as a lease addendum:**

* Details about the rental amount, including tenant and rental program shares of the rent to be paid monthly
* List of utilities to be paid or provided by owner and those to be paid by tenant
* List of appliances to be provided by owner
* Explanation of owner’s responsibility for maintenance and services
* Condition(s) necessary for eviction
* Prohibition against discrimination
* Amount of security deposit and who will pay it
* Names of all occupants that will be living in the unit

**The following provisions should be excluded from the lease:**

* *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease
* *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties (Note: This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.)
* *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether intentional or negligent
* *Waiver of notice.* Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant
* *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties
* *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease
* *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney’s fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant (Note: The tenant may be obligated to pay costs if the tenant loses.)
* *Payment of additional rent or fees to landlord.* Agreement by the tenant to pay additional rent or fees to the owner out of pocket once occupancy takes place

**The terms should allow the owner to terminate or not renew the lease only for the following reasons:**

* Serious or repeated violation of the terms and conditions of the lease
* Violations of applicable Federal, state, or local law
* For other good cause

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| Appendix J: “Can I Pay this Owner?” |
| *(Source: 24 CFR §982.615(b)(3), §982.306(d))* |
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| Appendix K: VAWA Requirements for Rental Assistance Services |
| *(Source: 24 CFR §5, Subpart L; §574.310; §574.460; §574.530, §574.604)* |
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