

EXHIBIT G

Tenant Based Rental Assistance Policies & Procedures Manual



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TENANT-BASED RENTAL ASSISTANCE (TBRA)

The procedures described in this document are based on the current Subrecipient Agreement between the Tri-Cities HOME Consortium (“Consortium”), the City of Richland (“Lead Entity”), and the Community Action Committee (“Subrecipient”) to provide HOME TBRA funds. These requirements may be modified by future agreements.

ELIGIBLE ACTIVITIES & COSTS

HOME TBRA program funds may be used to provide:

- Rental assistance to help pay the cost of monthly rent and utility assistance for up to twenty-four (24) months.
- Security deposits on behalf of tenants in an amount **no more than** twice the monthly rent.
- Utility deposits using the utility allowance established by the Benton Franklin Housing Consortium. Utility costs are included in the fair market rental calculation. The rents must be reduced for tenant paid utilities.
- Administrative and specified project delivery costs.

All TBRA funds must go directly to the landlord and be reimbursed to the Subrecipient. Refunded security and/or utility deposits shall be reused for TBRA purposes or, if the Subrecipient no longer provides TBRA services, returned to the Consortium. All refunded deposits must be noted on the Subrecipients request for reimbursement. Security and utility deposits are only an eligible expense when provided in conjunction with rental assistance.

INELIGIBLE COSTS & ACTIVITIES

HOME TBRA funds may **NOT**:

- Make commitments to specific landlords for specific projects. Tenants must be permitted to use the assistance for any eligible unit.
- Provide assistance to student households if ineligible to receive Section 8 assistance under 24 CFR 5.612.
- Provide relocation assistance to tenants as a result of activities other than the HOME Program.
- Provide HOME TBRA to homeless persons for overnight or temporary shelter.
- Provide assistance for more than twenty-four (24) months (the *Rental Assistance Contract* provides assistance with HOME funds for up to twelve (12) months. The contract may be renewed, subject to the availability of HOME funds, if the tenant still qualifies for the program.)
- Duplicate existing rental assistance programs that already reduce the tenant’s rent payment to thirty percent (30%) of income (HOME TBRA rental assistance cannot be provided to a tenant who is already receiving TBRA or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources).
- Provide assistance outside the city limits of Richland, Kennewick, or Pasco.
- Pay for application fees.
- Pay for an applicant’s background checks.
- Pay for telephone or cable deposits.
- Pay for damage claims and/or vacancy rates that exceed the amount of the security deposit.

- Pay the down payment and/or closing costs in conjunction with a lease-purchase program.

DEFINITIONS / TERMS

- Consortium – the Tri-Cities Home Consortium
- Lead Entity – the City of Richland is Lead Entity for the Consortium
- Subrecipient – the agency administering the TBRA program (Community Action Connections)
- Applicant – person(s) applying for the TBRA program
- Tenant – the primary person(s) receiving the rental assistance
- Landlord – the property owner and/or property manager
- Units – the rental unit in which the tenant will be residing.
- Rental Assistance Voucher – issuance of rental assistance.
- Family – all persons occupying a housing unit. A household includes the related family members and all unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household.
- Head of house – the family chooses which adult will be the head of household, for application purposes.
- Dependent – a family member (excluding foster children) other than the head of household or spouse, who is under 18 years of age or is a full-time student or a person with disabilities.
- Disabled person – a person who has a physical and/or mental impairment that substantially limits one or more major life activity, as defined in Section 223 of the Social Security Act (42 USC 423), Section 102(7) of the Developmental Disabilities Assistance, and Bill of Rights Act (42 USC 6001(7)).
- Displaced person – a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared (or otherwise formally recognized) under Federal disaster relief laws.
- Elderly person – a person who is at least 62 years of age.
- Elderly family – a family whose head, spouse, or sole member is an elderly person.
- Handicapped person – person having a physical or mental impairment that:
 - Is expected to be ongoing and of indefinite duration.
 - Substantially impedes the person's ability to live independently.
 - Is of such a nature that the tenant's disability could be improved by more suitable housing conditions.
- Live-in aide – a person who resides with an elderly, disabled, or handicapped person, or who:
 - Is deemed to be essential to the care and well-being of the person(s)
 - Is not obligated for the support of the person(s)
 - Would not be living in the unit except to provide the necessary supportive services
 - Is not related to the household receiving the rental assistance
- Single person – a person who lives alone or intends to live alone, and who does not qualify as an elderly person.

LIVE-IN AIDES

A live-in aide may only reside in the unit with the approval of the Consortium subject to the following requirements:

- The income of the live-in aide shall not be counted as household income. The live-in aide may be counted in terms of household/unit size as long as the live-in aide resides with the tenant on a full-time basis. Part-time live-in aides may not be counted in terms of family or unit size.
- The tenant's physician must sign the *Physician's Verification of Live-in Aide* form. The form must be placed in the tenant file.
- The tenant, live-in aide, and the landlord must sign the *Live-in Aide Housing Agreement*. A copy of the agreement must be placed in the tenant file.
- The live-in aide qualifies for occupancy only as long as the tenant needs supportive services. In the event the tenant no longer requires a live-in aide, the TBRA subsidy shall revert to HUD guidelines as to the applicable rents for the number of bedrooms allowed for the household.
- If the household member requiring assistance dies, the live-in aide shall vacate the unit within ten (10) days of said household member's death. If the household member requiring assistance moves out, the live-in aide shall vacate the unit no later than the date the tenant moves out. Upon the termination of the live-in aide's services for any other reason, the live-in aide shall vacate the unit within twenty-four (24) hours.
- The live-in aide shall not violate any of the landlord's lease terms. The landlord may evict the live-in aide if s/he violates any of the terms of the lease.

APPLICATION PROCESS

Potential applicants are required to put their name on the Benton Franklin Housing Consortium's Section 8 (Rental Assistance Voucher) waiting list, if it is open, at the time they apply for TBRA.

All applications must be in written form and must contain, at a minimum, information that enables the Subrecipient to determine household composition, income, and eligibility.

Each application received must be reviewed for completeness and eligibility. The Subrecipient will place all eligible applicants on the waiting list pending verification of information provided.

A file must be created for each application. This file is to contain the application, documentation of the household's eligibility, copies of program forms, correspondence, etc.

Applicants must disclose all real, potential, or perceived conflicts of interest as outlined in 24 CFR 92.356. All conflicts of interest must be disclosed and resolved prior to providing TBRA assistance to the household.

INCOME VERIFICATION

The Subrecipient must determine assisted households' annual income by reviewing at least two months of source documents such as: wage statements, interest statements, unemployment compensation, etc.

Income and asset source documentation for new TBRA applicant is valid for six months. If a TBRA contract is not executed before six months has expired, the household's income eligibility must be reviewed again before assistance may be provided.

Income must be verified prior to providing assistance and reverified on an annual basis (twelve (12) months from program start date). Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD).

Household income under the HOME-funded TBRA program must be calculated using the definition of annual income found in [24 CFR Part 5](#).

Annual income is the anticipated total income earned by all family members over the age of 18 (even if temporarily absent). This includes all net income derived from assets for the 12-month period following the effective date of certification of income.

Annual income includes, but is not limited to:

- Wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services **prior to any payroll deductions**.
- The net income from operation of a business or profession.
- Interest, dividends, and other net income of any kind from real or personal property.
- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment from a delayed start of a periodic payment.
- Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay.
- Periodic and determinable allowances, such as alimony, child support, and regular contributions or gifts received from persons not residing in the dwelling.
- All regular pay, special pay, and allowances of a member of the Armed Forces.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period must be annualized.

Annual income does not include:

- Income earned by children (including foster children) under the age of eighteen (18).
- Payments received for the care of foster children.
- Lump-sum additions to applicant's assets, such as inheritances, insurance payments, capital gains, and settlement for personal or property losses.
- Amounts received by the applicant that is specifically for, or is the reimbursement of, the cost of medical expenses for any family member.
- Income of a live-in aide.
- Educational scholarships paid directly to the student or educational institution by the government to be used for tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under training programs funded by HUD.
- Nonrecurring or sporadic income (including gifts).

ADJUSTED INCOME CALCULATION

Adjusted income is derived by subtracting all applicable deductions (listed below) from the household's gross annual income. Deductions are as follows:

- Elderly or disabled household deduction – \$400 per household
- Dependent – \$480 for each household dependent (non-head of household under 18, disabled, or a full-time student)
- Out-of-Pocket childcare expenses
- Medical expenses in excess of three percent (3%) of annual income
- Disability assistance expenses in excess of three percent (3%) of annual income

These deductions must be calculated and documented as specified in Chapter 4 of the *Technical Guide for Determining Income and Allowances for the HOME Program*, available at:

<https://www.hudexchange.info/resources/documents/HOMEGuideForIncomeAndAllowances.pdf>.

SELECTION OF TBRA RECIPIENTS

The Subrecipient must have a written tenant selection policy that clearly specifies how households will be selected for participation in its TBRA program.

NOTE: Program access cannot be limited to particular facility or program's clients.

At a minimum, ninety percent (90%) of TBRA rental assistance must be provided to households whose annual income is at or below sixty percent (60%) of the area median income at initial move-in. The remaining ten percent (10%) of funds will serve households whose incomes are between sixty percent (60%) and eighty percent (80%) of the area median income.

The area median income limits are determined by HUD on a yearly basis and available on the City of Richland website under Subrecipient Resources at:

<https://www.ci.richland.wa.us/departments/development-services/housing-programs/subrecipient-resources>

WAITING LIST

After an applicant has been deemed eligible for the TBRA program, the Subrecipient shall place them on a waiting list in chronological order by the date the completed application was received.

The waiting list shall comply with 24 CFR Part 92.253(d). The waiting list must show the family's name, the date and time of the application, and the appropriate unit size (number of bedrooms).

Applicants that are currently on a Section 8 or other rental assistance waiting list that receive TBRA shall not lose their place or be removed from the Subrecipient's waiting list. In any case, when assistance under Section 8 becomes available, recipients of TBRA will qualify for selection preferences to the same extent as when they received TBRA.

WRITTEN NOTICE OF REJECTION

If an applicant is not selected for the program, the Subrecipient must provide the reason(s) for rejection in writing to the applicant and provide an administrative process for the applicant to appeal the determination.

ISSUANCE OF RENTAL ASSISTANCE VOUCHER

The Rental Assistance Voucher authorizes the tenant to look for an eligible rental unit within the TBRA program. The Rental Assistance Voucher specifies the appropriate unit size necessary to meet the tenant's needs.

The Rental Assistance Voucher also sets forth a number of requirements regarding both tenant and Subrecipient responsibilities that apply not only while the Rental Assistance Voucher is in effect but also after the *Rental Assistance Contract* is executed.

- The Rental Assistance Voucher is valid for sixty (60) days after being issued. The tenant must submit a *Request for Unit Approval* form to utilize the Rental Assistance Voucher within this timeframe. The Subrecipient may extend the Rental Assistance Voucher for up to an additional sixty (60) days.
- The Rental Assistance Voucher is only valid within Kennewick, Richland, and Pasco city limits. Rental Assistance Vouchers are not valid outside these three cities.

When a tenant receives a Rental Assistance Voucher, the Subrecipient must conduct a briefing session to provide the tenant with an explanation of the program's requirements, information to assist in finding a suitable unit, and an explanation of tenant and landlord responsibilities. The briefing is to ensure the tenant has sufficient guidance to make an informed housing decision.

The information and specific items, which must be given to tenants in the briefing session include, but not limited to:

- Tenant and landlord responsibilities under the lease and contract.
- How to find a suitable unit.
- Lead based paint information.
- Fair housing pamphlet and information, including any search assistance that may be available, and the process for filing a complaint in the case of discrimination.
- The location and characteristics of the full range of neighborhoods in which the Subrecipient is able to execute *Rental Assistance Contracts*.
- Applicable Fair Market Rents (FMRs), how the Gross Family Contribution (GFC) is determined, and how housing assistance payments are determined.
- Limitations on the rent the landlord may charge, including how utility allowances are used in this determination.
- Security deposit and/or utility deposit assistance, including how much may be charged, who pays, and who receives any refund.
- Information to the tenant concerning Housing Quality Standards (HQS) inspections, *Rental Assistance Contract*, schedule of allowances for tenant-furnished utilities and other services, and the process for lease approval. Tenant should be counseled against signing any lease until the Subrecipient has approved the unit.

TENANT CONTRIBUTION

TBRA is based on the Fair Market Rent produced by HUD on a yearly basis. Fair Market Rent is determined by adding the contract rent and the applicable utility allowance. The sum of both numbers determines if the unit is at or above Fair Market Rent.

A unit is at or below Fair Market Rent when:

- The tenant's monthly payment will be thirty percent (30%) of its monthly adjusted income.
- The minimum contribution is \$50.00. For partial month assistance (for example, if the first month of assistance does not begin on the 1st of the month), the tenant portion will be prorated.
- A unit cannot be below 80% of the Fair Market Rent.

A unit is above Fair Market Rent when:

- The tenant's monthly payment will be forty percent (40%) of its monthly adjusted income.
- Minimum contribution is \$50.00. For partial month assistance (for example, if the first month of assistance does not begin on the 1st of the month), the tenant portion will be prorated.
- The Subrecipient must obtain documentation signed by the tenant stating that it understands that the unit is considered unaffordable at their income level.

UNITS

ELIGIBLE UNITS

The TBRA program offers households great flexibility in selecting a housing unit. Households must be free to select the unit of their choice.

- Public or private – units under the TBRA program may be publicly- or privately-owned.
- Rents must be reasonable – Subrecipients must disapprove a lease if the Subrecipient determines the rent is not reasonable, based on rents that are charged for comparable unassisted rental units. See *Rent Reasonableness* below for additional information.
- HOME funded units – households may select units developed or rehabilitated with HOME assistance. However, the Subrecipient may not require the household to select a HOME unit as a condition of receiving TBRA. Households must be permitted to move out at the end of the HOME lease term, taking their TBRA assistance with them.
- The assisted unit cannot be owned by the Subrecipient unless an exception is approved in writing by the Consortium. In order to be considered for an exception, the request must include at a minimum the following information:
 - An explanation of why the exception is necessary/appropriate.
 - A rent reasonableness analysis to demonstrate cost effectiveness.
 - Documentation of adequate outreach to landlords so as not to limit access.
 - Assurance that occupancy of the unit is not a requirement placed on the participating household and that they are free to choose their own unit.

UNIT SIZE

The unit size designated shall be assigned in accordance with the following criteria:

- No more than two persons are required to occupy a bedroom.
- Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom.
- Children of the same sex (regardless of age) and spouses must share the same bedroom for purpose of assigning the bedroom size unless medically exempt.
- Unborn child may be considered for purpose of assigning the bedroom size.
- In some cases, the relationship, age, sex, health, or handicap of the family members may warrant the assignment of a larger unit size. Such flexibility is permissible to the extent the determinations are made on the basis of these factors. Such allowable determination should be fully documented in the applicant's file. For example, a two-bedroom unit may be used by a two-member family, which consists of a single parent and child, or by a couple who, due to medical reasons, must have separate bedrooms, as approved by the Subrecipient.
- Fair housing rules permit a household to select smaller units that do not create severely overcrowded conditions (U.S. Census defines it as more than 1.5 persons per room). Participants may also select larger units at their own expense (i.e., TBRA subsidy will not cover the increased cost of a larger unit) as long as the increased monthly payment does not put the applicant over the forty percent (40%) threshold specified in *Tenant Contribution* above. In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.

RENT REASONABLENESS

The Subrecipient must certify all units assisted with TBRA are reasonable in relation to rents currently being charged for comparable units in the private unassisted market, and not in excess of rents currently being charged by the landlord for comparable unassisted units.

The Subrecipient must document the basis for its rent reasonableness determination. Key components of a comparability analysis include:

- Location: In many markets, location is the key determinant of housing price
- Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used
- Utilities Included: Consider the type and fuel source of utilities
- Condition: Only units in similar condition should be compared
- Amenities: Consider such amenities as garage, appliances, and lot size

It is not sufficient to approve a unit merely because its gross rent is within the applicable FMR limits.

PROPERTY & OCCUPANCY STANDARDS

Any TBRA assisted property must meet all applicable City housing codes and ordinances as well as the Section 8 Housing Quality Standards (HQS). Inspection to verify compliance with HQS and occupancy standards are made both at initial move-in and annually during the term of the TBRA assistance. A written inspection form must be signed, dated, and retained in the tenant file.

The Subrecipient must apply the occupancy standards that specify the number of bedrooms needed by households of various sizes and composition, as defined in *Unit Size* above.

The Subrecipient must also ensure that the landlord makes reasonable accommodations for the accessibility needs of the tenant.

LEASES

After a tenant finds a suitable unit, it must submit a completed *Request for Unit Approval*, signed by both parties, to the Subrecipient along with a copy of the proposed lease, if supplied by the landlord.

The Subrecipient shall review the request to determine if the landlord is eligible, if the unit is eligible, if the lease complies with the program requirements in CFR 92.253, and if the lease complies with State and local laws.

The lease must contain certain required provisions, which include the tenant and the Subrecipient portions of the rent, the landlord's responsibility for maintenance and services, any utilities and appliances provided by the landlord, the circumstances necessary for eviction, the prohibition against discrimination, and the amount of security deposit.

The lease between a tenant and landlord must be for not less than one year. The Subrecipient may renew a lease for a second year.

The lease may **NOT** contain any of the following provisions:

- Agreement to be sued – agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the lease.
- Treatment of property – agreement by the tenant that the landlord may take, hold, or sell personal property of household members without notice to the tenant or a court decision on the rights of the parties. This provision 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. The landlord may dispose of this personal property in accordance with State law.
- Excusing landlord from responsibility – agreement by the tenant not to hold the landlord or the landlord's agents legally responsible for any action or failure to act, whether intentional or negligent.
- Waiver of notice – agreement of the tenant that the landlord may institute a lawsuit without notice to the tenant.
- Waiver of legal proceedings – agreement by the tenant that the landlord 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 a jury trial – agreement by the tenant to waive any right to a trial by jury.
- 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 landlord against the tenant. The exclusion of this provision does not negate tenant responsibility to pay legal costs if the tenant loses.

UNIT INSPECTIONS

All units assisted with TBRA funds must meet Housing Quality Standards (“HQS”). Each unit under contract must be inspected at least annually to assure all HQS requirements are met. Units may also be inspected as a result of housing quality complaints initiated by the landlord or tenant.

If a unit fails to pass an inspection, the landlord may be given a reasonable period of time (i.e., twenty-four (24) hours for emergency conditions or thirty (30) days for less serious conditions) to correct the deficiencies. If the landlord fails to make the needed corrections, the Subrecipient has several options. The Subrecipient may:

- With adequate notice to the landlord and tenant, terminate the *Rental Assistance Contract* and require the tenant to move to another location in order to continue to receive assistance; or
- Suspend its payments until the landlord remedies the HQS deficiencies. (Note: If this second approach is taken, the tenant should be encouraged to continue to pay its share of the rent in order to prevent eviction.)

EXECUTION OF RENTAL ASSISTANCE PAYMENT CONTRACT

- After a *Request for Unit Approval* has been approved, the Subrecipient must prepare the *Rental Assistance Contract* for execution by the landlord and the Subrecipient, and execution of the lease between the tenant and the landlord. No rental assistance will be paid until the contract has been executed.
- The Subrecipient must retain a copy of the contract and lease in the tenant’s file.

CONTRACT RENEWAL/RECERTIFICATIONS

- The tenant’s income eligibility must be recertified on an annual basis (the anniversary date of signing the contract). Annual recertifications shall include income verification, rent increase, HQS inspection, determination of family status, etc. If there are changes in household size, the Subrecipient must determine income compliance of the applicant and the proper unit size.
- Interim financial recertifications may also occur when:
 - A family member moves out of the unit.
 - The family proposes to move a new family member into the unit.
 - An adult member of the family who was reported as unemployed on the more recent certification or recertification obtains employment.
 - The family income cumulatively increases by \$200.00 or more per month.
 - Decrease in income occurs
 - Increase in allowances occur
 - Other changes such as a family member turning 62 years old, becomes a full-time student or becomes a person with a disability.
- If the tenant’s income exceeds the Section 8 Low-Income Limit (i.e., eighty percent (80%) of area median) the tenant’s assistance must be ended.
- The re-examination process should begin ninety (90) to one hundred twenty (120) days in advance of the household’s one-year anniversary date to assure the process is completed on time and that thirty (30) day notice is given to both the landlord and tenant of changes in the household’s eligibility or share of the rent.

Unless the initial rent negotiations were for the two-year period, landlords may request a rent increase at the end of the first year of the contract (subject to a thirty (30) day notice). The Subrecipient must again determine that the proposed rent is reasonable in comparison to rents charged for other comparable, unassisted units.

TENANT MOVE

- The tenant may elect to move to another unit as permitted by the lease. The *Rental Assistance Contract* contains provisions that terminate the Subrecipient's agreement with the landlord when the tenant moves out. To assure that TBRA subsidies are not paid on units no longer occupied by an eligible tenant, the lease agreement must require the tenant provide a minimum of thirty (30) day written notice of their plans to relocate to both the landlord and Subrecipient.
- If the tenant is in compliance with program requirements, the TBRA assistance may be transferred to another eligible unit, following the same procedures of determining unit eligibility and rent assistance.

CONTRACT TERMINATION

The contract automatically terminates when:

- The tenant vacates the unit in violation of the lease.
- The tenant moves from their unit according to the lease terms or secured the landlords permission for an early termination date, and the lease term has therefore ended.
- The landlord requires the tenant to move according to the lease term, and the lease term has therefore ended.
- The landlord evicts the tenant with Subrecipient authorization.
- The landlord does not wish to enter into a new contract or refuses to renew or extend the current one.
- The tenant has already received twenty-four (24) months of assistance.

Under the following circumstances, the Subrecipient may terminate the contract prior to its regular termination date:

- The unit is not in compliance with HQS or other contract requirements, and the landlord refuses to correct the deficiencies.
- The unit is overcrowded or under occupied due to family composition change which requires the tenant(s) to move.
- The tenant, at recertification, has been determined ineligible due to their income.
- The Subrecipient is unable to approve a new *Request for Unit Approval* when a contract is expiring due to gross rent exceeding FMR.
- The Subrecipient has determined that the landlord is not in compliance with the terms of the lease.
- The Subrecipient has determined that the tenant is not in compliance with the terms of its Rental Assistance Voucher.
- A tenant has been determined to have abused the program, or to have engaged in fraudulent activities.

The Subrecipient shall complete a *Project Closeout Form* when a tenant is terminated for any reason

from the TBRA program.

LEASE TERMINATIONS / EVICTIONS

Landlords must comply with all State and local laws. Other requirements should only be imposed if the Subrecipient has a specific reason for intervening in the tenant-landlord relationship. For example, Subrecipient is using TBRA assistance in conjunction with another program (i.e., self-sufficiency, life-skills, etc.). If the Subrecipient is providing additional counseling or support, they may want to consider requiring the landlord to notify the Subrecipient prior to taking any termination action.

During the term of the lease, the landlord may only terminate the tenancy because of:

- Serious or repeated violation of the lease.
- Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises.
- Criminal activity; or
- Other good cause

The Subrecipient must identify how termination of tenancy will affect the tenant's TBRA assistance. For example, if the household is evicted for cause, the Subrecipient's policy must identify whether assistance will also be terminated or whether the tenant may receive assistance in another unit.

MARKETING & OUTREACH

The TBRA program must be affirmatively marketed to all eligible people within the Tri-Cities without regard to race, color, national origin, sex, religion, familial status, or disability.

The Subrecipient is required to maintain and follow procedures to determine how potential applicants are selected and notified for the TBRA program. The Consortium shall ensure that HOME funded Subrecipients meet affirmative marketing responsibilities through monitoring.

The Subrecipient's marketing plan should include:

- Methods for informing the public, landlords, and potential tenants about Federal fair housing laws and the affirmative marketing policy.
- Locations where TBRA applications are accepted (i.e., at one site or more).
- When applications will be accepted (i.e., daily, during normal working hours or extended hours for a specified period).
- The method for taking applications (i.e., in person, by mail).
- Procedures used to inform and solicit applications from persons in the housing market area who are least likely to apply for the housing without special outreach.
- Records describing actions taken to affirmatively market the program/units and to assess the results of these actions.

The willingness of landlords to participate in the TBRA program significantly affects the options and opportunities available to people seeking assistance. Subrecipients should conduct outreach to landlords to stimulate their interest in the program. Options include mailing program notices to landlords using tax or Benton Franklin Housing Consortium records and participating in meetings of

landlord and realtor associations.

The Subrecipient must also comply with *Section 504 Accessibility Requirements* including:

- Providing information materials in alternative formats
- Communicating with hearing impaired applicants
- Making reasonable accommodations to applicants with disabilities

Subrecipient must notify the Consortium of any changes to their affirmative market procedures.

VIOLENCE AGAINST WOMEN ACT (VAWA)

The HOME TBRA Program is subject to The Violence Against Women Act, Subpart L of 24 CFR part 5. The program must comply with the requirements described in 24 CFR 92.359. For example, Subrecipients must ensure that the notice of occupancy rights under VAWA (Form HUD 5380), the certification form (HUD 5382), and the emergency transfer request form (HUD 5383) are provided to applicants at the following times:

- At the time an applicant is denied rental assistance
- At the time an applicant is provided rental assistance
- At the time the program learns that a tenant's landlord intends to provide tenant a notice of eviction
- At the time a tenant's rental assistance is being terminated

Additionally, Subrecipients must ensure that a VAWA addendum is executed with each lease.

LEAD BASED PAINT

The TBRA program must adhere to Federal regulation 24 CFR Part 35.

- *Lead Hazard Information Pamphlet* – The tenant must receive this pamphlet prior to occupying the unit. If the Subrecipient can document that tenant received the pamphlet previously (e.g., from the landlord), the Subrecipient is not required to provide the pamphlet again, but the receipt must be documented.
- *Lead Disclosure Notice* – Tenants must also receive, from the landlord, a *Lead Disclosure Form* notifying them of any known lead-based paint or hazards in the unit, prior to occupying the unit.
 - The landlord shall disclose to the tenants the presence of any known lead-based paint and/or lead-based paint hazards, in any housing built before 1978 that is being leased. The landlord shall also disclose any additional information available such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
 - The landlord shall disclose to each tenant the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily

housing built before 1978, if such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the housing built before 1978 as a whole.

- If any of the disclosure activities identified in this section occurs after the tenant has provided an offer to lease the housing, the landlord shall complete the required disclosure activities prior to accepting the tenant's offer and allow tenants an opportunity to review the information and amend the offer.

RECORDKEEPING & REPORTING

The Subrecipient is responsible for ensuring that TBRA funds are used in accordance with all program requirements of 24 CFR Part 92 and for documenting compliance. The Subrecipient must establish and maintain sufficient records to enable the Consortium to determine whether the Subrecipient has met the requirements of the TBRA program.

TENANT RECORDS

Recordkeeping and Record Retention requirements must be in compliance with 24 CFR 92.508. For TBRA projects, Subrecipients are required to maintain adequate documentation of the eligibility of tenants served. Subrecipients must use a client file checklist to ensure required documents are in each tenant's file.

Records must be retained for six (6) years after the period of rental assistance ends or from the time the project is closed, whichever is longer. All forms must have signatures.

At a minimum, the tenant files must contain the following:

- Original application with copies of Social Security cards for each household member
- Notice of program acceptance/denial to applicant
- Income verifications, along with source documentation
- Annual release of information forms
- Rental Assistance Voucher, *Request for Unit Approval*, and other materials related to Rental Assistance Voucher issuance
- Completed HQS inspection form for the unit
- Indicate receipt of *Fair Housing Equal Opportunity for All* pamphlet
- Lead based paint disclosure forms to indicate receipt of required pamphlets and required tenant notification forms prior to move-in
- Descriptions of any required paint stabilization activities, clearance reports and required tenant notifications
- Annual adjusted income worksheet and other related documents
- Utility allowance schedule
- *Total Tenant Payment / Total Rent* form
- Rental assistance payments contract, lease agreement and addendums
- Notice of rental assistance termination to both tenant and landlord

The tenant must give permission for the Consortium to review records at any time.

REPORTING

The Subrecipient must report monthly to the consortium on the status of the program, in the format specified by the Consortium.

Subrecipient shall track and submit beneficiary data, using the *HOME TBRA Reporting Form* provided by the Consortium. Reports shall be submitted to the Consortium with each request for reimbursement.

The reporting form includes:

- Last name of tenant
- Number of bedrooms
- Security deposit
- Monthly rent (tenant contribution and HOME subsidy)
- Utilities
- Income level
- Race and ethnicity
- Household size and type
- Length of contract

Subrecipient should also note on this form any changes or exceptions such as: changes in income, approved rent exceptions above FMR, tenant is no longer receiving assistance, etc.

PAYMENT REQUEST

The Subrecipient will directly pay the landlord of the approved unit. By the 15th of the following month the Subrecipient must submit the *TBRA Set Up Form* (Exhibit B), the provided invoice (Exhibit F), the *Services Tracking Detail/Disbursement Voucher* and supporting documentation such as *Payroll Allocation Worksheet* and *Statements of Revenues and Expenditures* to the Consortium. Upon verification of accuracy by the Consortium, reimbursement will be submitted to the Subrecipient.

COMPLIANCE MONITORING

The Lead Entity will review all progress reports and will monitor the Subrecipient TBRA program annually according to the requirements of 24 CFR 92.504(a). During a compliance visit:

- HQS inspections of randomly selected units will occur.
- Administrative and financial procedures and files will be reviewed.
- TBRA tenant files will be randomly reviewed.

A compliance follow-up report will be mailed to the Subrecipient.

Should the follow-up report include findings/concerns, the Subrecipient must respond in writing within thirty (30) days regarding remediation of the findings and compliance with federal regulations and

Consortium Policies & Procedures.

The Consortium reserves the right to terminate the agreement and recapture funds:

- If funds are not committed and/or expended by the dates referenced in the funding agreement, or if the project substantially changes after the funding commitment.
- If the Subrecipient becomes suspended or debarred.
- Other bases for termination and recapture are included in the funding agreement.

ENVIRONMENTAL CHECKLIST

- Based on 24 CFR 58.35(b), TBRA projects are Categorical Exclusions Not Subject to 58.5. While the program as a whole was cleared, the Subrecipient must still complete the Compliance Documentation Checklist for 24 CFR Part 58.6 prior to the execution of a **Rental Assistance Contract** and maintain a copy in the tenant file.