NYS HOME Local Program Tenant-Based Rental Assistance (TBRA)

A Guidebook for Grantees

New York State
Office of Community Renewal
HOME Investment Partnership Program (HOME)

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Introduction

Purpose of the Administrative Plans / How to use the Plans

This Administrative Plan (Plan) describes the Federal and State policies, procedures, and requirements applicable to a Tenant Based Rental (TBRA) Program. **This plan is specific to this activity only and supplements the General Administrative Plan that covers all HOME activities.**

This Plan must be followed by Local Program Administrators (LPAs) in the administration of a NYS HOME Program and will be enforceable along with all aspects of the contract and Federal HOME Investment Partnership Program regulations at 24 CFR Part 92.

The "Assistance Listing Number" (ALN) for this Program is 14.239.

All forms and related documents referred to in this Plan are available on the HCR HOME Program website at: https://hcr.ny.gov/nys-home-program.

Acronyms used throughout the Plan:

HUD:	Housing and Urban Development
HCR:	NYS Homes and Community Renewal
HTFC:	Housing Trust Fund Corporation
LPA:	Local Program Administrator (Non-profit or Municipality)
POA:	Period of Affordability
MWBE:	Minority/Women-Owned Business Enterprise
IDIS:	Integrated Disbursement and Information System
WAP:	NYS HCR Weatherization Assistance Provider
EU:	HCR's Environmental Unit
OCR:	Office of Community Renewal

NYS HOME Local Program Manager: is assigned to the LPA at contract execution and is the HTFC OCR staff representative that will assist the LPA to administer the contract with HTFC.

Chapter One: Activity Eligibility

Eligible and Ineligible Activities

TBRA provides monthly assistance for individual households at or below 60% of area median income. Assistance can move with the household and varies based on income and rent considerations detailed below.

TBRA may be used for:

- Rent assistance including utility costs
- Utility deposits (only in conjunction with rent or security deposits). Note that New York Public Service Law Section 36 collecting deposits are generally prohibited for new services. No utility corporation or municipality shall require any new residential customer to post a security deposit as a condition of receiving utility service, *except for those who are delinquent in paying bills or have had service terminated for nonpayment within the preceding six months*.
- Security deposits of up to one month's rent, provided as stand-alone assistance or in conjunction with a TBRA rental assistance
    - NYS Landlord Tenant Law says security deposits can be no more than one month's rent and should not be used as a final month's rent
    - Security deposits are provided as a grant and do not need to be repaid. The tenant may keep any remaining funds when leaving the unit.

TBRA may not be used for

- Duplication of other assistance, such as a Housing Choice Voucher. Households already receiving assistance under other rental assistance programs that already reduce tenant payment to 30% of income are not eligible for HOME TBRA.
- Prevention of displacement or relocation assistant to tenants as a result of activities other than the HOME Program
- Overnight or temporary shelter

TBRA programs are required to demonstrate compliance with HOME program regulations at 24 CFR 92.209.

Chapter Two: Property Eligibility and Inspections

Eligible properties may be publicly or privately owned. The LPA must ensure the tenant selected rental unit meets property standards outlined in 24 CFR Part 92.251(f)(1) through an inspection prior to rental assistance approval/at move-in and annually during the term of the TBRA assistance, as detailed in 24 CFR Part 92.251(f)(4) & (5). If security deposit assistance is provided alone, an inspection is required only at the time the LPA provides the security deposit assistance.

Units that do not meet property standards for the initial rent up inspection are not eligible for TBRA unless and until deficiencies are cured. For units that do not meet standards during annual inspections, the LPA must have procedures for curing deficiencies that require corrective action is taken by the property Owner. Health and safety concerns must be corrected immediately, usually within 24-48 hours. Other less urgent deficiencies must be corrected within 12 months of notice. A follow-up on-site inspection to verify that deficiencies are corrected must also be documented, however some minor corrections can be verified by third party documentation (*e.g.,* paid invoice for work order) rather than re-inspection.

If the violation is not corrected, the LPA should take actions provided in the assistance contract to suspend payments and/or terminate the lease and assist the tenant with a search for a new unit.

While HUD has not provided guidance related to implementing NSPIRE property inspection standards for HOME, LPAs are encouraged to review and follow NYS Section 8 Physical Standards in Chapter 8 of the Section 8 HCV Administrative Plan. HOME will accept the NSPIRE inspection or another inspection as long as it complies with HOME regulations noted above.

Households may select units developed or rehabilitated with HOME assistance, however TBRA cannot be tied specifically to only HOME units.

LPA must also ensure compliance with the Lead Safe Housing Rule and conduct an initial and periodic visual assessment for deteriorated paint LBP, ongoing safe maintenance practices, and coordination with the public health department.

Lead Based Paint (LBP)

Pre-1978 housing that is to be occupied by a child under the age of six assisted with HOME TBRA is subject to the HUD LBP rule at 24 CFR 35.1200 - .1225.

LPA must ensure that in all pre-1978 properties (regardless of the age of occupants), the Owner provides the tenant (1) a disclosure of known lead paint hazards (and clearance results, if applicable), and (2) a copy of the HUD/EPA pamphlet, Protect Your Family from Lead in Your Home. This is a standard requirement of all Owner, but the LPA should collect a copy of the receipt signed by the tenant acknowledging receipt to document that disclosure has occurred or provide what they can if not received from the Owner.

The LPAs inspector must be trained in visual assessment, available at: Visual Assessment Training - HUD

The inspector will conduct a visual assessment of all surfaces in covered areas (the dwelling unit to be occupied by a child under the age of six, common areas serving the dwelling unit, and exterior painted surfaces) for deteriorated paint.

If the visual assessment indicates deteriorated or deteriorating painted surfaces requiring repair, the LPA will require that surfaces be repaired following paint stabilization requirements in 24 CFR 35.1330(b) including:

- Repair will be conducted by a person or firm with interim control training under 24 CFR 35.1330 or

EPA Renovator certification under 40 CFR 745.226.

- Safe work practices under 24 CFR 35.1350 will be followed, including occupant protections, unless the total painted surfaces disturbed by rehabilitation are less than the de minimis levels of 24 CFR 35.1350(d).
- Worksite clearance will be conducted by an EPA-certified professional under 24 CFR 35.1340, unless the total painted surfaces disturbed by rehabilitation are less than the de minimis levels of 24 CFR 35.1350(d).
- Most of the time there is no money in the budget to cover the costs therefore it is the expense of the Owner. Otherwise, the unit is not HOME eligible.

When work is complete, the LPA must ensure that the unit passes clearance (as defined in 35.1340) and must maintain a copy of the clearance report. Failure to obtain clearance on any unit where lead hazard reduction activities have occurred will result in disqualification of the unit.

Occupancy Standards

LPAs must develop local occupancy standards that specify the number of bedrooms needed by households of various sizes and composition.

It is suggested that LPAs use standards set forth in the Section 8 Housing Choice Voucher Administrative Plan. Standards should take into account the age, sex and medical needs of the household members.

A household may elect a larger unit than indicated by the standards, but the LPA is not required to provide increased assistance to provide for the additional costs of a larger unit.

Fair Housing rules permit a household to elect a smaller unit than indicated by the standards, provided it does not result in seriously overcrowded conditions.

Occupancy standards for the unit should be reviewed annually along with unit inspection and income recertification.

Chapter Three: Financial Management

Project Costs

Project costs are those permitted by the NYS HOME Local Program Budget Policy and detailed in Chapter 2 of the General Administrative Plan.

Examples include:

- Rent and utility costs
- Security deposit assistance
- Utility deposit assistance

Applicant Fees

The LPA may not charge tenants fees for the purpose of covering costs of administering the HOME program.

The LPA may charge nominal application fees to discourage frivolous applications. The fees must be appropriate to the type of application and may not create an undue impediment to a low-income family's participation in the program.

Disbursements

Please refer to the Program General Administrative Plan for details on Disbursements.

Because HOME is a reimbursement program, most LPAs fund costs upfront themselves or with a Line of Credit, however, if necessary, funds may be requested the month prior to the rental payment due date as long as a copy of the lease has been submitted for verification at set up.

Chapter Four: Activity Requirements

Assistance Limits and Terms

The term of the Written Agreement commitment may not exceed 24 months, but may be renewed by the LPA, subject to the availability of HOME funds and needs of the tenant.

Separate Written Agreements for assistance must be executed between the LPA and tenant and LPA and Owner.

New Written Agreements are required when:

- A household is applying for TBRA
- The household size changes
- When moving to a different address with a different Owner
- When the number of bedrooms change
- When a household is moving within the same building, and the parties to the lease, family size, and number of bedrooms change.

Owner Written Agreements must begin on the first day of the term of the lease or at the beginning of the first month that TBRA is provided. If the tenant move in date/term of the lease starts in the middle of the month and the monthly TBRA subsidy is prorated, the one prorated subsidy must be identified on the Owner Agreement along with the regular full monthly subsidy. The Owner Written Agreement must terminate upon termination of the lease. The Tenant Written Agreement does not need to end on termination of the lease, but no payments may be made after termination of the lease until a tenant enters into a new lease. Assistance to tenants can be less than 12 months.

See Chapter 6 - Written Agreement Amendments, Renewals, and Ongoing Responsibilities for information on contract amendments and renewals.

Income Certification

Household income eligibility must be assessed when entering a new Tenant Written Agreement or renewing a Tenant Written Agreement. Income must be re-examined at least every 2 years or when renewing a Tenant Written Agreement (whichever comes first) using source documentation or safe harbor guidelines.

Under safe harbor guidelines, an LPA may use annual income determination made under another form of Federal, State, or local public assistance (TANF, Medicaid, LIHTC, and local rental subsidy programs, etc.) that was conducted within the last 12 months. If using annual income from another assistance program, the LPA must obtain a statement that indicates the family size and income. The LPA still needs to enter the family size and income into the CPD Income Eligibility Calculator to verify HOME eligibility and determine the adjusted income.

Assistance must be terminated if the tenant's income goes above 60% AMI (with reasonable notice to the tenant and Owner.)

Rental Assistance Model

LPAs must use the Office of Community Planning and Development (CPD) Calculator Voucher Model. Under the Voucher Model:

- The LPA calculates and fixes the amount of rental assistance it will pay based on a payment standard as determined in accordance with 24 CFR 982.503 (a) through (c) by bedroom size
- The tenant pays the difference between that amount and the rent of the unit selected plus a utility allowance for any tenant paid utilities

Payment Standard

The LPA must establish a payment standard (or rent standard) in compliance with 24 CFR 92.209(h)(3). The payment standards must be based on bedroom size that represents the rent plus tenant-paid utility cost of moderately priced units that meet HUD Property Standards in the jurisdiction. The payment standard is used to calculate the rental assistance amount for each assisted household Once established this remains the same for all units and must be applied consistently. The LPA may update its payment standards annually after HUD releases the updated Fair Market Rent (FMR). The LPA must revise its payment standard amounts no later than 3 months following the effective date of the published FMR.

The payment standard must be between 90 and 110 percent of the published FMR. The payment standard amount for each unit size may be based on the same percentage of the published FMR (for example, all payment standard amounts may be set at 100 percent of the FMR), or the LPA may establish different payment standard amounts for different unit sizes (for example, 90 percent for efficiencies, 100 percent for 1-bedroom units, 110 percent for larger units, etc.). The LPA may designate payment standard areas within each FMR area. The LPA may establish different payment standard amounts for such designated areas.

Utility allowance must be established by a schedule that estimates the average cost of utilities for typical housing types for water/sewer, electric, gas, and trash. Telephone, internet access, and cable TV are not considered utilities. Utility allowance may adopt the schedule that the PHA uses for its Section 8 Housing Choice Voucher program, or establish their own schedule based on a survey of typical utility costs in the area.

The maximum amount of subsidy is the difference between 30% of the family's monthly adjusted income (using the CPD calculator) and the payment standard established for the size of unit the household requires.

The LPA must also establish a minimum monthly tenant contribution toward rent and utilities which can be a dollar amount or a percentage of income. The LPA may establish a written policy which would eliminate a portion or all of the minimum tenant contribution due to financial hardship. See below for more information.

The tenant may elect to rent a unit where the rent is more than the payment standard. The tenant may end up paying more than 30% of their adjusted income towards rent as shown in Example 1 below.

Example 1: Unit rents for ***more*** than payment standard: Payment Standard = $1,300 Adjusted monthly income = $950 30% of adjusted income = $285 Rent = $1,380	$1,300 Payment Standard - $285 30% of adjusted income $1,015 PJ's rental assistance payment
Example 2: Unit rents for ***less*** than payment standard: Payment Standard = $1,300 Adjusted monthly income = $950 30% of adjusted income = $285 Rent = $1,150	$1,150 Rent (Since lower than the Payment Standard) - $285 30% of adjusted income $865 PJ's rental assistance payment

Determining Financial Hardship

The LPA may grant an exemption from the minimum tenant contribution to rent if a tenant is unable to pay due to financial hardship. Conditions and requirements for determining financial hardship must be in LPA policies and procedures. All requests, approvals, and denials of financial hardships must be documented in writing and kept on file.

HTFC recommends LPAs consider the following financial hardships in their policies and procedures:

(1) The tenant has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program (and the loss of eligibility has an impact on the household's ability to pay the minimum rent).
(2) The tenant would be evicted because they are unable to pay the minimum rent.
(3) Tenant income has decreased because of changed household circumstances, including the loss of employment.
(4) A death has occurred in the household.
(5) The tenant has experienced other circumstances determined by the LPA.

Implementing the Exemption for Financial Hardship

When a tenant requests an exemption to the minimum monthly tenant contribution, the LPA then determines whether a valid financial hardship exists and whether the hardship is temporary or long-term. The LPA should provide the exemption for payment beginning the first of the month following a finding of financial hardship.

HCR defines temporary hardship as a hardship expected to last 90 days or less. At the end of the 90-day suspension period, the tenant must resume payment of the minimum contribution.

Long-term hardship is defined as a hardship expected to last more than 90 days. The LPA may exempt the tenant from the minimum rent contribution as long as the hardship continues.

To qualify for a hardship exemption, a tenant must submit a request in writing. The request must explain the nature of the hardship and how the hardship has affected the ability to pay their contribution. The LPA should make the determination of hardship within 30 calendar days of the request

Generally, an interim reexamination should be conducted every 90 days to confirm a resolution of the hardship, however, if there are no changes, a formal interim examination does not need to be processed, but the file should be documented.

Note - Tenants must complete a "Zero Income Statement", if applicable.

LPA-Caused Errors or Omissions

This section addresses actions by HOME TBRA Local Program Administrators (LPA) that are considered errors or omissions which lead to incorrect subsidy calculations.

<u>Incorrect subsidy calculations include:</u>

1. Failing to correctly comply with HOME regulations regarding the input of household composition, occupancy standards, income, assets, and expenses into HUD's CPD Calculator.
2. Assigning the incorrect number of bedrooms to a household.
3. Using the incorrect payment standard when calculating rental subsidy amounts.
4. Errors in calculation.

Repayment to the HOME LPA

Neither a household nor an Owner is required to repay any overpayment of subsidy if the incorrect subsidy calculation is caused by errors and omissions by the HOME LPA.

HOME LPA Reimbursement to Household or Owner

The LPA must reimburse a household or Owner for any underpayment of subsidy due to a staff-caused error or omission. Funds for this reimbursement may come from the LPA's administrative funds.

Rent Reasonableness

The rent charged for a TBRA assisted unit is subject to rent reasonableness checks at initial occupancy and whenever the Owner requests a rent adjustment to ensure it does not exceed the rent charged for comparable, unassisted units in the same market area and the Owner does not charge more for TBRA assisted units than for comparable units on the premises. If the requested rent is not found to be reasonable, the Owner must either reduce the rent, or the unit is not eligible for TBRA assistance.

Rent Adjustments

Generally rent adjustments, specifically increases, are not permitted during the initial term of the lease, usually 1 year, unless specifically allowed in the lease language or otherwise mutually agreed to by all parties; tenant, Owner, and LPA.

Rent adjustments are subject to rent reasonableness determinations described above. After the initial occupancy period, the Owner may request a rent adjustment in accordance with the signed lease. For rent increase requests after initial lease-up, the LPA may request Owners to provide information about the rents charged for other units on the premises, if the premises includes more than 4 units. In evaluating the proposed rents in comparison to other units on the premises the LPA will consider unit size and length of tenancy in the other units.

The LPA will approve or disapprove the rent adjustment in writing. Rent increases that are not approved require the Owner to maintain appropriate approved rent or the unit is no longer eligible and the tenant must find another qualified unit. Approved rent increases will go into effect on the first of the month following the 60 day period after the Owner notifies the LPA of the rent change or on the date specified by the Owner, whichever is later. Owners should be reminded to follow NYS Real Property Law 226-c as agreed to in the Owner Written Agreement which states if the Owner intends to raise the rent more than 5% above the current rent or intends not to renew the tenancy, the following applies:
(a) If the tenant has occupied the unit for more than one year but less than two years or has a lease term of at least one year but less than two years, the Owner shall provide at least sixty (60) days' notice in writing.
(b) If the tenant has occupied the unit for more than two years or has a lease term of at least two years, the Owner shall provide at least ninety (90) days' notice in writing.
(c) Rent increases that do not fall into the above categories require a minimum of 30 days' notice in writing unless otherwise specified under federal policy, statute or regulation.
(d) The notice must include justification for the increase if the unit is subject to the Good Cause Eviction Law and exceeds local rent standards.

Rent increases will not be approved unless any failed items identified by the most recent NSPIRE inspection have been corrected.

TBRA Addendums

Tenancy Addendum

Each household receiving on-going rental assistance must sign the TBRA Tenancy Addendum. The terms of the HOME TBRA Tenancy Addendum outlined in 92.253(b) shall prevail over any conflicting provisions of the lease. The lease may not contain any prohibited lease provisions. The terms of the HOME TBRA Tenancy Addendum shall terminate upon termination of the Owner Written Agreement.

Security Deposit Assistance Only Addendum

Each household receiving security deposit assistance once must sign the HOME Security Deposit Assistance Tenancy Addendum. The terms of the HOME Security Deposit Assistance Tenancy Addendum shall prevail over any conflicting provisions of the lease.

Templates of Addendums can be found at → https://hcr.ny.gov/nys-home-program

Violence Against Women Act (VAWA)

The Violence Against Women Act (VAWA) Lease Addendum is required for all leases along with provision of all notices listed in the addendum. VAWA Lease Addendums can be found here under the HCR VAWA Model Forms → Marketing Plans & Policies | Homes and Community Renewal (ny.gov)

Notices

Notice of Flood History and Previous Damage

Every lease shall also provide notice of the following information related to the previous flood history and current flood risk of the leased premises, as follows:

a) whether any or all of the leased premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain;
b) whether any or all of the leased premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area;
c) whether any or all of the leased premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area; and
d) whether the leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow.

Every residential lease shall also contain the following notice to tenants: "Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered."

Notice Regarding Income Discrimination

New York State 9 NYCRR 466.16 requires written notice to tenants about their rights regarding housing discrimination based on lawful source of income. This requirement can be satisfied by either using the New York State Division of Human Rights Source of Income Discrimination in Housing brochure (available at: nysdhr-income-source-discrimination.pdf) or by providing written notice, see template below. This notice must be provided upon the tenant's qualification for assistance and receipt documented in the file.

The template can be customized to include LPA logo or building information and the name/address of the recipient. The language of the notice comes from regulation and must not be altered in any way.

The notice must be in writing in 14-point font. Verbal notice or posting this notice in a common area, bulletin board (electronic or physical), or management office does not satisfy the requirement.

The notice can be delivered as a hard copy or electronically via e-mail, text, an electronic messaging system, or fax.

If sent as an electronic link, a description of what the link contains is required. If made available electronically, it must be available for printing and downloading.

TEMPLATE NOTICE REQUIRED BY LAW (9 NYCRR 466.16)

[PROGRAM ADMINISTRATOR LOGO/INFO HERE]

KNOW YOUR LEGAL RIGHTS AS A RECIPIENT OF HOUSING ASSISTANCE

By law, you are protected from housing discrimination. **The New York State Human Rights Law makes it unlawful to discriminate in housing on the basis of your source of income. This includes all forms of housing assistance (like Section 8 vouchers, HUD VASH vouchers, New York City FHEPS and others),** as well as all other lawful sources of income including: Federal, state, or local public assistance, social security benefits, child support, alimony or spousal maintenance, foster care subsidies, or any other form of lawful income.

Housing providers who are covered by the Human Rights Law include Owners, property managers, real estate professionals like brokers, tenants seeking to sublet, and anyone working on their behalf.

Housing providers are not allowed to refuse to rent to you because you receive housing assistance. They are also not allowed to charge you higher rent, or offer you worse terms in a lease, or deny you access to facilities or services that other tenants receive.

Housing providers are not allowed to make any statement or advertisement that indicates housing assistance recipients do not qualify for the housing. For example, a housing provider cannot say they do not accept housing vouchers or that they do not participate in a program such as Section 8.

It is lawful for housing providers to ask about income, and about the source of that income, and require documentation, but only in order to determine a person's ability to pay for the housing accommodation or eligibility for a certain program. A housing provider must accept all lawful sources of income equally. It is unlawful to use any form of screening of applicants that has the intent or result of screening out those receiving housing assistance.

If you believe that you have been discriminated against by a housing provider with regard to your lawful source of income, you can file a complaint with the New York State Division of Human Rights.

HOW TO FILE A COMPLAINT

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. To file a complaint, download a complaint form from www.dhr.ny.gov. For more information or assistance in filing a complaint, contact one of the Division's offices, or call the Division's toll-free HOTLINE at **1(844)862-8703.**

Your complaint will be investigated by the Division, and if the Division finds probable cause to believe discrimination has occurred, your case will be sent to a public hearing, or the case may proceed in state court. There is no fee charged to you for these services. Remedies in successful cases may include a cease-and-desist order, provision of housing that was denied, and monetary compensation for the harm you suffered. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

Order of Operations – Sample

The following outlines an overall approach to setting up a tenant in IDIS with the HOME TBRA program. This does not include all steps and documents required for every situation but is intended to give a general order of how a program might flow. Consult the other sections of this Plan and HOME Project Manager (PM) for additional information.

1. **Income verify household**
   The first step in the process is to determine the applicant's household income qualifies.
   a. Use the CDP calculator to calculate:
      i. Annual income (anticipated for the next 12 months)
      ii. Adjusted income
      iii. If a unit has been identified, the rental assistance using the Voucher Model, if not the rental assistance will have to be calculated in Step 3.
      iv. Must be signed by the LPA and tenant

2. **Commitment of HOME funds**
   Once the household income is deemed eligible, then the LPA can commit HOME funds to the household.
   a. Sign the Tenant Agreement – this is the commitment of HOME Funds. Must be dated after the CPD calculator and must be signed by the LPA and the tenant.

3. **Determine unit eligibility**
   Once the tenant has identified the unit, the LPA must verify the unit meets HOME standards.
   a. Conduct a HUD NSPIRE Inspection
   b. Tier 2 review (if applicable)
   c. Lead Visual Assessment (if applicable)
   d. Rent reasonableness
   e. Review of Lease
   f. Calculate the rental assistance, using the Voucher Model in the CPD calculator if not already done

4. **Sign Owner Agreement**
   a. Owner Agreement – lays out the specific amount of HOME TBRA and timeframe of the assistance. Must be signed by Owner (Landlord), and the LPA, and signed after the Tenant Agreement.

5. **Fill out TBRA setup form**
   a. Indicate that the IDIS request type as "setup"
   b. Fill out form completely, ensuring subsidy amounts match the CPD Voucher calculation and the Owner Agreement
   c. Include any funds for Project Delivery, such as soft costs or staff time
   d. Save as a PDF

6. **Set up unit in IDIS (First File Reviews STOP here, submit the file on Procorem and wait for approval from your PM before submitting for IDIS setup)**
   Once the agreements have been signed, the unit can be set up in IDIS
   a. Submit the setup form, Owner Agreement, CPD Calculator Voucher, and the Tier 2 approval (if appliable) to the IDIS mailbox (HOMEIDIS@hcr.ny.gov) and copy your PM.
   b. Once processed in IDIS, LPA will receive a letter with the IDIS activity number and the amount of HOME funds.

7. **Update internal TBRA program tracker**
    a. Add the following information to your internal TBRA tracker
        i. Tenant name
        ii. IDIS number
        iii. Per-month subsidy
        iv. Security deposit subsidy (if applicable)
        v. Monthly utility subsidy (if applicable)
        vi. Project delivery amount
        vii. Total setup amount
        viii. Tenant Agreement contract term
        ix. Owner Agreement contract term

Chapter Five: Program Requirements

Tier 2 Per Building Vs Unit

If assisting multiple tenants in the same building, Tier 2 reviews can be done for an entire building versus separate Tier 2 reviews for each unit. In the case of apartment complexes, the reviews are only applicable per building and not for the entire complex.

When completing the Tier 2 Checklist for submission to EAU for new set ups the project description will need to include this language "This Tier 2 *applies to all units within this building [insert unit numbers]."*

Tenant Selection Plan

The LPA must have a written tenant selection policy that clearly specifies how households will be selected for participation in their project. It must identify:

- Income requirements. A project can target assistance to distinct AMI levels 60% AMI or lower.
- Preference, if any approved at application
- Generally special preferences are not approved, and general community-wide programs preferred
- Applicant selection procedures which may either select from a PHA HCV wait list or establish its own wait list that must provide for the selection of TBRA recipients from a written waiting list in the chronological order of application.
- Households on the Section 8 wait list must remain in place while receiving the HOME TBRA.
- LPAs must provide immediate written notification to any rejected applicant of the specific grounds for rejection and maintain records of the rejection.
- LPAs must also provide for reasonable accommodations for persons with disabilities to ensure they have equal access.
- The LPA should conduct a briefing for the tenant and supply guidance on:
    - Shopping for and selecting units
    - Dealing with Owners
    - Fair Housing protections
- The LPA must establish a deadline for the household to locate a unit.
- The LPA must establish a minimum monthly tenant contribution toward rent and utilities which can be a dollar amount or a percentage of income. The LPA may establish a written policy which would eliminate a portion or all of the minimum tenant contribution due to financial hardship.

Fair Housing and Accessibility

LPAs and property Owners providing housing to TBRA households are subject to all state and federal fair housing laws, as referenced in 92.350. In general, the housing must be provided in a manner that does not discriminate against persons based on race, color, religion, sex, familial status, national origin, age, or disability. Reference Chapter 3 of the General Administrative Plan.

LPAs should be sure that participating Owners understand their fair housing obligations and comply with fair housing laws.

Further guidance may be provided by the NYS Fair and Equitable Housing Office. Fair and Equitable Housing

Office | Homes and Community Renewal (ny.gov)

Private housing providers participating in a HOME TBRA program are not subject to the requirements of Section 504 of the Rehabilitation Act of 1973, but HTFC and LPAs are.

In addition, LPAs should be aware that they may need to provide reasonable accommodations to individuals with disabilities in order to make it possible for them to participate in the TBRA program. Such accommodations may include providing higher rents and sufficient assistance to enable a person with a disability who needs a live-in aide to rent a unit with an extra bedroom, in addition to that needed by the family.

Chapter Six: Written Agreement Amendments, Renewals, and Ongoing Responsibilities

Income Recertification

Household income eligibility must be assessed when entering a new Written Agreement or renewing a Written Agreement. Income must be re-examined at least every 2 years or when renewing a Written Agreement (whichever comes first) using source documentation or safe harbor guidelines.

Assistance must be terminated if the tenant's income goes above 60% AMI (with reasonable notice to the tenant and Owner.)

Unit Re-inspection

The LPA must conduct an annual inspection to ensure that the unit still meets the Property Standards outlined in 24 CFR Part 92.251(f)(1) and annually verify that the unit is appropriate for the household in order to meet the occupancy standard. Inspection standards are the same as for the original inspection. See Chapter 2 for full information.

Written Agreement Amendments

A Written Agreement may be amended if:

1. The lease between the tenant(s) and Owner has been amended or renewed as long as the lease term or amount charged under the lease are the only terms of the lease being changed.

   Or

2. When a family is moving within the same building or development, but the parties to the lease, family size, and the number of bedrooms are all the same.

Amendments to a Written Agreements may extend the original term of the rental assistance contract up to 24 months from the original date of execution.

Written Agreement amendments do not require recertification of income however; assistance must be adjusted based on the approved changes to rents and utility allowances.

Owners may adjust rents as leases are renewed (generally on an annual basis), unless they have agreed to a two-year lease.

LPAs must review and approve any changes to rent by Owners renting to TBRA tenants.

The LPA must also re-determine the applicable utility allowance in effect at the time of lease renewal/rent adjustment.

LPAs must reject a lease if the rent is not reasonable, based on rents that are charged for comparable

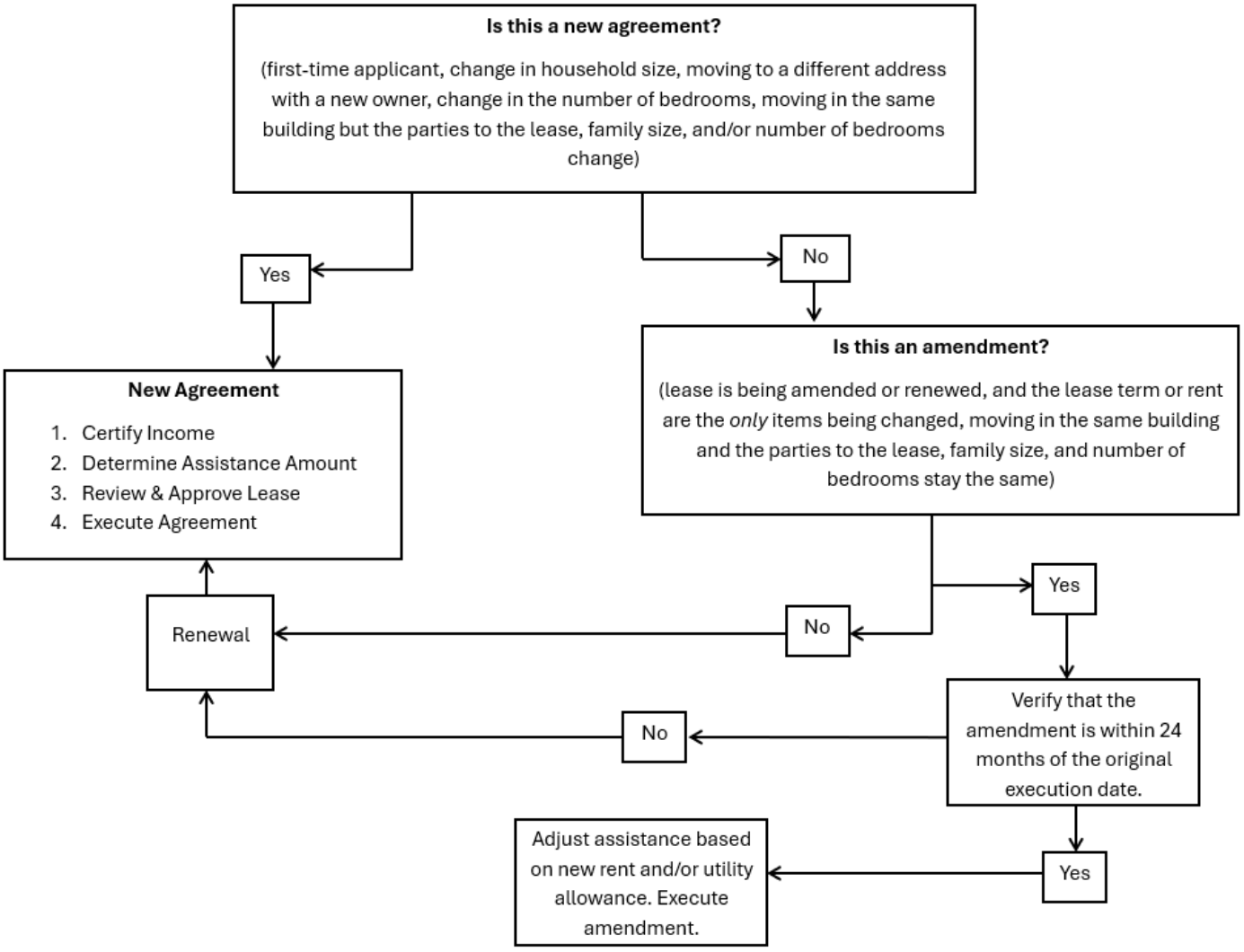
unassisted rental units.

Written Agreement Renewal

A Written Agreement may be renewed once the original agreement has expired. TBRA assistance is limited to 24 months but is renewable given availability of HOME funds and needs of the tenant.

Income must be recertified when entering into a new Tenant Written Agreement. See Chapter 4 for more information on income certification.

The TBRA assistance must be adjusted based on the approved changes to rents and utility allowances, based on the circumstances and limits in effect at the time of recertification.



Chapter Seven: Move Outs and Terminations

A tenant may elect to move or not renew their lease.

If the tenant elects to move, the assistance is portable, but the tenant and new Owner must be advised of the remaining term of the assistance (which would be less than 2 years).

The LPA must have standards for a Owner-initiated termination of tenancy. The standards must adhere to non-performance of tenancy obligations and avoid terminations that are inconsistent with Fair Housing laws.

An Owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, the Owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination.

If the household is evicted for cause, the LPA must determine whether assistance will also be terminated or available to the household in a new unit.

Rent increases that do not meet rent reasonableness requirements will either be disallowed or require the tenant to find another qualified unit, ultimately resulting in lease termination. (See Rent Reasonableness and Rent Adjustments sections.)

Chapter Eight: Activity Setup and Completion

Setup

A TBRA Setup Form located on the HOME website should be submitted when:

- First File Part 1 is approved
- The tenant income qualified
- The rental assistance has been calculated using the CPD Voucher Model
- The rent was determined reasonable
- The unit was inspected and passed a Property Standards inspection
- The lease was reviewed and approved
- The TBRA Tenancy Addendum or Security Deposit Assistance Tenancy Addendum signed and dated
- Tier 2 environmental approval received (if applicable)
  The Owner and tenant written agreements/contracts signed and dated
  LBP Visual Assessment completed (if applicable)

The setup amount should include hard costs, soft costs, and project delivery.

Each household will be set up under a single IDIS activity number. If/when a household is renewed, a revision must be submitted to add additional funding to the IDIS activity.

All set ups should be submitted to the HOME IDIS mailbox at: homeidis@hcr.ny.gov

All Setups submitted to the HOME IDIS mailbox must include:

- Setup Form
- Owner Agreement
- CPD Voucher
- Tier 2 approval letter (if applicable)

All revisions submitted to the HOME IDIS mailbox should include:

- A Revision Form
- The TBRA Rental Contract Amendment Form
- The updated CPD Voucher

Completion

The Completion Report should be submitted with the final disbursement for the project when:

- LPA has completed the First File Part 2 review, and the Program Manager has approved it
- Project is complete and all funds have been disbursed

All completions should be submitted to the HOME IDIS mailbox at: homeidis@hcr.ny.gov

Plan Change Update Log

Version Date	Updates
	Chapter 4 – Assistance Limits and Terms: Language added to clarify requirements for prorated subsidies Chapter 4 – Order of Operations Sample: Additional guidance on the process sequence Chapter 8 – Activity Setup and Completion: Additional documents required for Setup added