



TENANT-BASED RENTAL ASSISTANCE POLICIES AND PROCEDURES

CDBG AND HOME PROGRAMS

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HOME Program Tenant-Based Rental Assistance (TBRA)

Policies and Procedures

OVERVIEW

- A. Definition:** Tenant Based Rental Assistance (TBRA) is a rental subsidy used to help individual households afford housing costs. Clients choose their housing unit and the subsidy stays with the client (not the unit) if the household chooses to move to another rental property. This assistance is provided to households who are under 60% AMI and are engaged in services that promote self-sufficiency.
- B. HOME-Eligible Costs:** The City of Vancouver will pay the agency on a cost reimbursement basis for:
- Rent and/or utility payments paid on behalf of a client;
 - Security deposit grants (no more than two times the monthly rent – paid directly to the landlord); and
 - Tenant income determination/redetermination.
- C. CDBG-Eligible Costs:** The City of Vancouver will pay the agency on a cost reimbursement basis for:
- Housing case management for HOME TBRA participants;
 - Management and operations of TBRA program; and
 - Other housing services related to HOME TBRA tenant stability (application fees, background checks, admin fees, holding deposits, etc.)
- D. Portability and Location:** Tenant must be able to choose rental unit in which to live. Units must be located in Clark County. Rental costs (including utilities) must be at a maximum of 100% Fair Market Rent (FMR) and must meet the Rent Reasonableness Test. To support rent that exceeds the 100% FMR limit, the agency must obtain written City approval, on a case-by-case basis. Rent must still pass rent reasonableness test with approval.
- E. Contract with City:** The agency contract with the City of Vancouver is based on a 12-month cycle, but may be extended if needed. The funding must be tracked by rental costs, security deposit costs, utility costs, and costs to determine income eligibility of the family. Agency must also have written policies in place for the TBRA program that are consistent with the City of Vancouver Policies and Procedures. Policies must include tenant selection procedures and eligibility requirements.
- F. Payment Standards:**
- Unit rental costs (including any tenant-paid utilities) cannot exceed the maximum 100% FMR as established annually by HUD. The most current income and rent limits are available on the City of Vancouver website, www.cityofvancouver.us/cdbg
 - Exceptions: Up to 20% of the units funded through the City of Vancouver HOME program may have rents of up to 20% more than the Fair Market Rent. Exceptions will be approved by City staff on a case-by-case basis. Unit must pass Rent Reasonable test to be approved.
 - Maximum Rental Assistance is calculated using the HUD Section 8 Certificate Program model, where tenants pay 30% of their monthly adjusted income toward rent. TBRA assistance then makes up the gap between the tenant's payment and the actual rent plus utilities for the tenant's unit. This is calculated by taking the difference between rental costs (including any tenant-paid utilities) and the minimum tenant payment.
 - Minimum Tenant Payment: 30% of the household's Adjusted Gross Income.
- G. Ineligible Costs:** TBRA funds cannot be used for:
- Commitments to specific owners for specific projects
 - Assistance to resident owners of cooperative housing that qualifies as home ownership housing
 - Displacement or relocation assistance to tenants as a result of activities other than HOME program

- Overnight or temporary shelter
- In conjunction with another rental assistance program
- Telephone and cable TV as utilities.

H. Record Retention: All records must be retained for five years after final rental assistance is provided.

COORDINATED ENTRY AND DATA COLLECTION

- A. Coordinated Entry:** The City of Vancouver requires agencies to work with the Housing Solutions Center (HSC) coordinated entry and assessment program to enroll people in the TBRA program. Agency shall provide detailed program eligibility requirements to the Council for the Homeless prior to requesting new households.
- B. HMIS:** Agency shall work with the Council for the Homeless to enter accurate client-level data and program entry/exit information into the Homeless Management Information System (HMIS) when new clients are assisted and provide ongoing updates to keep system information current. Exceptions to HMIS entry are made for those covered under the Violence Against Women Act (VAWA) and those refusing to sign the HMIS Release of Information. If a household does not opt into HMIS, a paper file must be kept and anonymous information provided to the Council for the Homeless, as requested.
- C. Coalition of Service Providers:** Agency shall engage in the Coalition of Service Providers and the annual Point in Time Count.

AFFIRMATIVE MARKETING

Affirmative marketing consists of actions to provide information and attract eligible persons in the housing market area to available housing without regard to race, color, national origin, sex, religion, familial status or disability.

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

Affirmative marketing procedures and documentation should include:

- Methods for informing the public, owners, and potential tenants about federal fair housing laws and the affirmative marketing policy;
- Practices used to carry out the affirmative marketing procedures;
- 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;
- Integration of local funding preferences (serving people who are homeless AND participating in self-sufficiency program);
- Records describing actions taken to affirmatively market the program/units and to assess the results of these actions.

Agencies must notify the City of any changes to their affirmative marketing procedures.

FAIR HOUSING

The following information should be included in marketing and agreements with the landlords/owners:

- **Non-Discrimination:** The Agency or landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

PROCESSING APPLICATIONS

Step 1. Application intake and waiting lists: All applicants must be screened and selected through a fair, clearly defined, and publicly available process.

- A. Applications:** Agencies must use a written and signed application to determine eligibility. Application will include income and asset information and household information. Agencies may use the Housing Solutions Center to collect the application information. Information about program rules and policies, complaint and grievance procedures, and rent standards should be provided to the applicant. [Example: Form 1 – Sample TBRA Application.](#)
- B. Waiting List:** Agencies are required to work with The Housing Solutions Center (HSC) coordinated entry and assessment program as the entry point to the program. Detailed program eligibility must be provided to the Council for the Homeless prior to requesting new households. Council for the Homeless will keep a waiting list of TBRA eligible households.

Step 2. Eligibility Determination: Agency must verify all factors that relate to the household’s eligibility and require source documents to be in household’s file.

- A. Residency Eligibility:** Upon application, applicants must be residents of the City of Vancouver. Documentation may include driver’s license, utility bills, copies of benefit or banks statements, or case manager statement.
- B. Income Eligibility:** Agency will review income eligibility prior to admission to the program. Thereafter, income re-certification and subsidy calculation is required every 6 months at a minimum (every 90 days suggested). Additional information on income determination can be found on [Page 8](#) of this document.
- C. Self Sufficiency Participation:** Selected tenants must be willing to participate in a self-sufficiency program and have a reasonable likelihood of successfully achieving housing stability either on their own or through some form of permanent housing subsidy. The household’s failure to continue participation in the self-sufficiency program **cannot** be grounds for terminating the assistance, but **renewal** of the assistance can be conditioned on participation in the program. Agency may not require persons with disabilities to participate in medical or disability-related services as a part of a self-sufficiency program. Agreements for self-sufficiency services must be in a separate agreement signed by the agency and the participant.
- D. Notification:** Prospective tenants must be notified in writing regarding the outcome of their application. Requirement extends to unsuccessful as well as selected applicants.

Step 3. Coupon Issuance: Once a household is determined eligible and selected to receive assistance, the agency will issue the household a TBRA coupon. [Example: Form 2 – Sample HOME Rental Assistance Coupon](#)

- A. Rental Assistance Coupon:** Upon admission into the TBRA program, prospective tenants are issued a Rental Assistance Coupon which authorizes households to begin the search for appropriate housing. At the time the coupon is issued agency must meet with the client to explain the responsibilities of each party and the impact of the housing choice upon the payment. The coupon should include:

- Agency name
- Household name
- Unit size
- Issue and expiration date
- Location restrictions
- Agency responsibilities
- Tenant requirements and responsibilities
- Security deposit policy
- Owner/landlord requirements
- Equal housing opportunity statement
- Signatures of agency rep and tenant

Step 4. Request for Unit Selection and Approval: When the household finds an acceptable unit and a landlord willing to participate in the program, the tenant then submits a request for unit approval and request for using TBRA to rent the unit. The agency must inspect the unit to assure that it meets Housing Quality Standards (HQS) and to determine if the rent the owner is charging for the unit is reasonable, based upon the rents for comparable units in the area.

- A. Request for Unit Approval:** After finding an acceptable unit, the prospective tenant and landlord will complete the Request for Unit Approval and submit it to the agency. [Example: Form 3 – Sample Request for Unit Approval.](#)
- B. Rent Reasonableness:** Rent for each unit must be determined to be reasonable based on comparable units and the Fair Market Rent limit. Agency will certify this using the Rent Reasonableness Form. [Example: Form 4 – Rent Reasonableness Certification.](#)
- C. Unit Inspections:** Prior to completing the lease or making any payments, a unit must be inspected to meet HQS. HQS inspections may be completed by City staff. To request an inspection, agency will send HQS Inspection Request form (provided by the City) via email to the Housing Rehab Specialist. For the 12 month inspection, agency will complete the HQS form and keep document in client’s file. Under no circumstances will an agency be allowed to complete the inspection if it owns the unit. Unit must meet HQS before tenancy and at least annually. Complete records of certification, inspections, and follow-up actions must be kept in the client’s files. Inspection checklist found at <https://www.hud.gov/sites/dfiles/OCHCO/documents/52580.PDF>. Units that are built before 1978 must pass the lead based paint inspection. [Example: Form 5 – Lead-Based Paint Visual Inspection Report.](#)
- D. Occupancy Standards:** HUD has established occupancy standards that comply with the HQS requirements and how the number of bedrooms needed by the household will impact the unit size and subsidy. The following basic standards can be modified to take into consideration specific household composition and circumstances (i.e., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.). Occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions.
- A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy unless authorized under RCW 59.18.650
 - 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 couples co-habiting (whether or not legally married) must share the same bedroom for purpose of assigning the bedroom size on housing coupon
 - A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member
 - Individual medical problems (i.e., chronic illness) sometimes require either separate bedrooms for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment
 - In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military
- E. Ownership:** Units maybe privately or publicly owned.

- F. Rent Increases:** Any rent increased must be approved by the City of Vancouver. Individuals will be asked to provide documentation from the landlord about rent adjustments. Adjustment of the subsidy may be recalculated providing rent amounts continue to maintain the Fair Market Rent standards for the area.
- G. Landlord-Tenant Law:** Tenants should be informed on their rights and how to navigate landlord-tenant laws when problems arise. Information can be found online via the Office of the Attorney General at www.atg.wa.gov, the NW Justice Project at www.nwjustice.org, and Tenants Union of Washington State at <http://tenantsunion.org/en/rights>.
- H. Lead Based Paint:** Tenants will be notified of about the potential presence and hazard of lead. All individuals receiving tenant-based rental subsidies will receive a copy of the Environmental Protection Agency brochure found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-english>
- I. EPA Disclosure Requirements For All Leased Housing Built Before 1978**
The agency shall provide the client with the EPA-approved lead hazard information pamphlet entitled Protect Your Family from Lead in Your Home (EPA #747-K-94-001). [Example: Form 6 – Lead Based Paint EPA Disclosure Form.](#)
- The agency will request the landlord disclose to the tenant 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 agency will request landlord disclose to the 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, provided that 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 tenant an opportunity to review the information and possibly amend the offer.

Step 5. Lease Execution and Project Set Up: Once the agency has ensured rental unit meets HQS, accepted the unit and determined that the rent is reasonable, 1) the owner and the tenant enter into a lease with a lease addendum to be used in conjunction with the owner’s lease, and 2) the agency and the owner enter into an agreement in which the owner agrees to comply with the program rules and the agency agrees provide their portion of the rent payment.

- A. TBRA Agreement with Landlord:** The agency will sign an agreement with the property owner/landlord providing information regarding terms, amounts, security deposit, fair housing and termination. [Example: Form 7 – Sample TBRA Rental Assistance Contract](#)
- B. Term of Lease:** At least one year unless the tenant and agency agree otherwise.
- C. Lease Addendum:** The lease must be accompanied by a lease addendum signed by the tenant and landlord which outlines the prohibited lease terms and other basic program info. [Example: Form 8 – Lease Addendum.](#)
- D. Un-allowable terms in lease:** The lease between the owner and the tenant may not contain the following:

- 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;
 - 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. However, the owner may dispose of personal property left by a tenant in accordance with state law;
 - 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;
 - Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - 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;
 - Agreement by the tenant to waive any right to a trial by jury;
 - 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;
 - 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. The tenant, however, may be obligated to pay costs if the tenant loses.
 - Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- E. Violence Against Women Act (VAWA):** VAWA (34 U.S.C. § 12471 et seq.) regulations must be followed for HOME TBRA assistance. Despite the name of the law, VAWA's protections apply regardless of sex, sexual orientation, or gender identity. VAWA protects certain housing rights for victims of domestic violence, dating violence, sexual assault, and stalking. It also covers the victim's immediate family members and other household members. For additional information or to file a complaint, visit: www.hud.gov/program_offices/fair_housing_equal_opp/VAWA.

INCOME ELIGIBILITY AND SUBSIDY AMOUNTS

A three-step process is used to arrive at the maximum subsidy amount. Use of the HUD CPD Income Eligibility Calculator at www.hudexchange.info/incomecalculator/ is required to calculate annual income, adjusted income, and tenant payment.

- A. Gross Annual Income Determination:** Agencies will use Annual Income as defined in 24 CFR Part 5 to determine TBRA income eligibility. This is also referred to as Part 5 Annual Income and is based on the Section 8 model. The income definition is the gross income of all adult household members anticipated to be received during the coming 12-month period. Program participants will provide proof of income (such as wages or governmental benefits) at application and subsequent income re-certifications. A copy of the proof of income or self-declaration of no income is stored in the program participant file.
- B. Calculating Adjusted Income:** After gross income is determined, calculation of the "adjusted income" as defined in 24 CFR 5.611 is used to determine total tenant payment (TTP), which is a measure of a household's ability to pay housing costs. CPD Income Eligibility Calculator User Manual files.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator_User_Manual.pdf
- C. Total Tenant Payment (TTP) Calculation:** The formula for computing TTP under the Section 8 Rental Certificate Program requires a tenant to pay 30 percent of monthly adjusted income. The TTP is the final calculation used to determine the Agency's subsidy and tenant's share of rent under a HOME-funded TBRA program. Tenant rents are calculated by using annual incomes and applying standard allowances for dependents, childcare, disabilities and medical expenses and based upon established HUD guidelines in Notice CPD-96-03.

If all utilities are included in the rent, the tenant's entire share of housing costs goes directly to the landlord. If utilities are paid separately, the Agency must make utility reimbursements to the household whenever the household's share of housing costs is insufficient to cover expected utility costs. Agencies must use the utility allowance established by the Housing Authority of the City of Vancouver. Recent versions are available at <https://vhausa.org/landlords/housing-choice-voucher-utility-allowances>

- D. Maximum Income:** Household income must not be above 60% of area median income (AMI) upon program admission and recertification. Income limits are established by household size and revised annually by the Department of Housing and Urban Development.

SECURITY DEPOSITS

Agency may pay for security deposits on behalf of tenants in an amount no more than twice that of the monthly rent. The funds must go directly to the landlord and be reimbursed to the tenant.

UTILITIES

To determine the portion of the housing cost that will be paid, the agency must establish a utility allowance schedule that estimates the average cost of utilities for typical types of housing (single-family, row house, high-rise, etc.) and for various utilities and fuel sources (gas, oil, electricity). Utilities included in the schedule generally include those required for water/sewer, electric, gas and trash.

- A. Utility Costs:** Utilities costs are included in the fair market rental calculation. Agencies must use the utility allowance established by the Housing Authority of the City of Vancouver: <https://vhausa.org/landlords/housing-choice-voucher-utility-allowances>. The rents must be reduced for tenant paid utilities. Telephone and cable TV are not considered utilities for this purpose.
- B. Utility Deposits:** Funding associated with the TBRA program can be used for utility deposits in conjunction with rental assistance through this program.

TERMINATION

Agency must notify tenant in writing when terminating tenant assistance. Agency must follow landlord tenant rules of Washington State.

- A. End of Assistance Time Period:** Provide notice in writing to tenant and landlord.
- B. Landlord Termination:** If a landlord terminates the tenancy through no fault of the tenant and the tenant is still eligible for assistance, the agency will assist tenant in finding another unit.
- C. Tenant Caused Eviction:** If tenant is evicted due to breaking the lease or participating in illegal activities, the agency is under no obligation to continue to provide rental assistance.
- D. Tenant Moves:** Tenant moves are accommodated only on rare instances such as family size or job change.

BENEFICIARY DATA

Each agency will track TBRA tenant's data using the HOME TBRA Reporting form provided by the City of Vancouver. Reports shall be submitted to the City with each request for reimbursement. The reporting form includes:

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

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

RECORDS AND REQUIRED DOCUMENTATION

Agencies receiving HOME funding are required to maintain adequate documentation of the eligibility of persons served. Records will be retained for five years after final rental assistance is provided. All forms must have signatures.

- Application
- Notice of program admittance/denial to applicants
- Rental Assistance Coupon
- Income verification and tenant payment/rent subsidy calculations
- Rent Reasonableness Form
- HQS Inspection Checklist
- Lead Based Paint Inspection Report – (Units built before 1978)
- Lease and addendums
- TBRA agreement with owner/landlord
- Notice of rental assistance termination to both tenant and landlord/property owner
- Housing Services and TBRA Reporting data
- Case management records

PROCESSING INVOICES

The Request for Reimbursement Form is used to request CDBG and HOME funds. Only CDBG and HOME-funded budget items should be included. For record-keeping purposes, it is important that agencies submit a separate voucher request for each project. Agencies should not request reimbursement for two different CDBG/HOME-funded projects on one Voucher Request form and should provide all data requested. Attached bills or invoices must coincide with the dates cited. The certification should be signed by the authorized individual preparing it.

Attach all bills, invoices, and other documentation showing the payment for reimbursement amount requested. All invoices for HOME funding should include an TBRA Activity Report.

Form 1: Sample TBRA Application for Rental Assistance

Applicant Name:

Current Address:

City, State, Zip Code:

Home Phone:

Alternate Phone:

HOUSEHOLD COMPOSITION

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.)

Member's Full Name	Relationship	Birthdate	Age	Gender

RACE AND ETHNICITY OF HEAD OF HOUSEHOLD

(This information is being collected to assure compliance with fair housing and equal opportunity rules.)

- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Asian | <input type="checkbox"/> Black/African American |
| <input type="checkbox"/> Native Hawaiian/Other Pacific Islander | <input type="checkbox"/> White | <input type="checkbox"/> Other Multi-Racial |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Non-Hispanic | |

Preference Information.¹ You may qualify for a preference for housing assistance if any of the following circumstances can be verified for your family. Please check any that apply to you.

Are you currently homeless or living in substandard housing?

If yes, please explain:

Have you been (or are you about to be) displaced from your housing?

If yes, please explain:

¹ Note: These are examples only. Insert the appropriate local preferences.

INCOME INFORMATION

What is the total annual income of all household members?

(Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

ASSET INFORMATION

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (e.g. bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

EXPENSE INFORMATION

Does your household have un-reimbursed medical expenses in excess of 3 percent of annual income?

Yes No

Does your household pay child care expenses for children under the age of 13 that enable a family member to work or go to school?

Yes No

Does your household pay care expenses for the care of a family member with disabilities that enable a family member to work?

Yes No

APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the [Program Administrator] to verify all information provided on this application.

Head of Household Signature	Date	Other Adult Signature	Date
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Form 2: HOME Rental Assistance Coupon

Tenant Name:	Unit Size*:	Coupon No:
Number of Household Members:		Issued On:
		Expires On:

*This is the number of bedrooms for which the tenant household qualifies.

1. HOME Rental Assistance Program

This Coupon has been issued by [program administrator] to the Tenant identified above who is eligible to participate in the Home Rental Assistance Program. Under this program, the program administrator makes monthly payments to a landlord on behalf of an eligible Tenant. The tenant selects a decent, safe and sanitary dwelling unit and the [program administrator] makes payments to the Landlord to help the Tenant afford the rent.

When the [program administrator] issues this Coupon, it fully expects to have money available to provide assistance. However, [program administrator] is under no obligation to Tenant or Landlord or any other party until [program administrator] has approved the unit and entered into an Agreement with the Landlord and the Tenant.

2. Key Steps in Using this Coupon

A. The Tenant must select a rental unit within Clark County that meets the program's housing quality standards and has a reasonable rent. When the Tenant finds a suitable unit, the Tenant must give [program administrator] a "Request for Unit Approval" form signed by the Landlord and provide a copy of the Landlord's lease.

Tenant has _____ days to use this Coupon. If a Request for Unit Approval has not been submitted by the expiration date shown above, Coupon will expire unless [program administrator] approves an extension.)

B. After the [program administrator] receives the Request for Unit Approval, the [program administrator] will inspect the unit and review the Landlord's lease. If the unit meets the program's standards and the rent for the unit is reasonable, the [program administrator] will notify the Landlord and the Tenant that the unit has been approved.

C. The [program administrator] will then work with the Landlord and the Tenant to execute all necessary documents as follows:

- The Landlord and the Tenant must sign a [program administrator] approved lease.
- The Landlord and the [program administrator] must sign a HOME Coupon Contract.
- Once all necessary documents have been signed and the Tenant moves into the unit, payments to the Landlord will begin.

3. Security Deposit

The [program administrator] will pay a security deposit to the Landlord consistent with local market practices. When the Tenant moves out, any reimbursement of the deposit that is due from the Landlord under state and local laws will be paid to the Tenant.

4. Tenant and [program administrator] Share of the Rent

A. The portion of the rent payable by the Tenant to the Landlord ("tenant's share") is calculated based upon the Tenant's ability to pay. The Tenant must provide [program administrator] with

information about income, assets and other family circumstances that affect the amount the Tenant will pay. The Tenant's Share may change because of changes in income or other circumstances. The Tenant is also responsible for payment of all utilities not included in the rent.

- B. Each month [program administrator] will make a rental payment to the Landlord on behalf of Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's share of the rent.

5. Requirements for Participating Tenants

The household must:

- Supply information about household income, assets, and other circumstances that affect eligibility and amount of Tenant's share, and cooperate fully with annual and interim re-examinations
- Allow [program administrator] to inspect the unit at reasonable times and after giving reasonable notice
- Notify [program administrator] when any person moves in or out of the unit and before vacating the unit
- Use the unit as the principal place of residence and solely as a residence for the household

The Tenant must not sub-lease or assign the lease.

6. Length of Coupon Assistance

Assistance under the HOME Rental Assistance Program is not guaranteed. Assistance may be terminated if:

- At re-examination the Tenant's income is greater than the income limit for the program
- The Tenant is evicted from the assisted unit
- The Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate with required re-examinations
- Funding for the [program administrator's] Rental Assistance Program is terminated

The [program administrator] will give Tenant at least 30 days' notice of termination of assistance.

7. Equal Housing Opportunity

If a Tenant has reason to believe that they have been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin, or familial status, Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 424-8590.

ISSUED BY: [program administrator]	
Name:	Signature:
Date:	Telephone:
ACCEPTED BY COUPON HOLDER	
Name:	Signature:
Date:	Telephone:

[Note: If the unit or lease cannot be approved, [program administrator] will give the Landlord an opportunity to correct the problem, or the Tenant can begin to look for another unit.]

Form 3: Rental Assistance Request for Unit Approval

TENANT NAME & APPLICATION NO.	LANDLORD NAME	NO. OF BEDROOMS
UNIT NO. & ADDRESS	LANDLORD 'S ADDRESS	
	TELEPHONE NO.	

Instructions: This form should be completed by the Tenant and the Landlord to request [program administrator's] approval of the unit for which the Tenant has elected to receive rental assistance.

Landlord: Please read the sample Lease Addendum and information about Housing Quality Standards provided in the Tenant's Rental Packet. After the Tenant submits this request to the [program administrator], a staff member will contact you to arrange for an inspection. [Program administrator] is not responsible for any part of the rent prior to unit approval and execution of the HOME Coupon Contract. Please attach a copy of your proposed lease to this form.

Tenant: With the Landlord, fill out this form completely and return it to: _____

Do not sign a lease until the [program administrator] has inspected and approved the unit.

(1) Type of Unit: Single Family Semi-detached/Row House Garden/Walk up
 Elevator/High Rise Mobile Home Date Constructed: _____

(2) Most recent rent charged: _____

Were the same utilities/appliances included in the rent: Yes No

(3) Utilities and Appliances Provided by Owner Provided by Tenant

Heating (fuel type: _____)
 Cooking (fuel type: _____)
 Electric
 Hot Water (fuel type: _____)
 Water
 Refrigerator
 Range
 Trash Collection

OWNER CERTIFICATION: By executing this request, the owner agrees that the required Lease Addendum is acceptable and certifies that: (1) the information provided on the form is accurate and true; (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract; (3) the unit currently meets Housing Quality Standards (or will be brought to HOS standard before the Rental Assistance Contract is executed; and (4) this unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial status.

Tenant Name (Type or Print):	Landlord Name (Type of Print):
(Signature/Date)	(Signature/Date)

Form 4: Rent Reasonableness Checklist and Certification

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities Unit: Site: Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent Utility Allowance Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Proposed gross rent cannot exceed 100% Fair Market Rent (FMR) payment standard.

	STUDIO	1-BEDROOM	2-BEDROOM	3-BEDROOM	4-BEDROOM
Fair Market Rent	\$1,500	\$1,610	\$1,839	\$2,574	\$2,995

Gross Rent is: Equal to or Less than FMR Exceeds FMR

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined the proposed rent:
 is reasonable is not reasonable

Name:	Signature:	Date:
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Form 6: Lead Based Paint EPA Disclosure Form

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) _____ Lessee has received copies of all information listed above.
- (d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- (e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Form 7: Sample TBRA Rental Assistance Contract

LANDLORD NAME & ADDRESS	UNIT NO. & ADDRESS	TENANT NAME
TELEPHONE NO.		

This HOME Rental Assistance Contract ("Contract") is entered into between the [program administrator] and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on _____¹ and end no later than _____².
The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT

- A. The [program administrator] will pay a security deposit to the Landlord in the amount of \$_____.
The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the tenant.

- C. The Landlord shall immediately notify the [program administrator] when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND [program administrator]

- A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the first twelve months of this Contract is \$_____.

- B. *Rent Adjustments.* With no less than _____³ days' notice to the Tenant and the [program administrator], the owner may propose a reasonable adjustment to be effective no earlier than the 13th month of this Contract. The proposed rent may be rejected by either the Tenant or the [program administrator]. The Tenant may reject the proposed rent by providing the Landlord with 30 days' written notice of intent to vacate. If the program administrator rejects the proposed rent, the program administrator must give both the Tenant and the Landlord 30 days' notice of intent to terminate the Contract.

- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by the [program administrator], the Tenant's share of the rent shall be \$_____.

- D. *[Program Administrator] Share of the Rent.* Initially, and until such time as both the Landlord

and Tenant are notified by the [program administrator], the [program administrator's] share of the rent shall be \$_____. Neither the [program administrator] nor HUD assumes any obligation *for* the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The [program administrator's] obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due *for* the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the [program administrator] determines that the Landlord is not entitled to any payments received, in addition to other remedies, the [program administrator] may deduct the amount of the overpayment *from* any amounts due the Landlord, including the amounts due under any other Rental Assistance Coupon Contract.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The [program administrator] shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the [program administrator] determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the [program administrator's] share of the rent and/or terminate the Contract.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the [program administrator] in writing when eviction proceedings are begun. This may be done by providing the [program administrator] with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the [program administrator], any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the [program administrator] and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. [Program administrator] AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the [program administrator] or HUD may reasonably require.
- B. The Landlord shall permit the [program administrator] of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF [PROGRAM ADMINISTRATOR] IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
 - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The [program administrator's] right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the [program administrator] determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The [program administrator] shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the [program administrator] to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the [program administrator] in accordance with this Contract shall be effective as provided in a written notice by the [program administrator] to the Landlord. The

[program administrator's] exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. [PROGRAM ADMINISTRATOR] RELATION TO THIRD PARTIES

- A. The [program administrator] does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the [program administrator] and this Contract does not create or affect any relationship between the [program administrator] and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the [program administrator] or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

No employee of the [program administrator] who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities-with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the [program administrator]. The [program administrator] shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the [program administrator]) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the [program administrator].
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

Form 8: Lease Addendum

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. Purpose of the Addendum. The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to receive rental assistance under the ___ HOME Rental Assistance Program. Under the Rental Assistance Program, the _____ will make monthly payments to the Landlord on behalf of the Tenant.

The Lease has been signed by the parties on the condition that the _____ and Landlord will promptly execute a HOME Rental Assistance Contract. This Lease shall not become effective unless the Contract has been executed by both the Landlord and the _____, effective the first day of the term of the Lease.

- B. Conflict with Other Provisions of the Lease. In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- C. Terms of the Lease. The term shall begin on ___ and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or (3) termination of the HOME Rental Assistance Program Contract by the _____.
- D. Rental Assistance Payment. Each month the ___ will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.
- E. Security Deposit
- (1) The (Tenant/ _____) has deposited \$ _____ with the Landlord as a Security Deposit. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- F. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the (Tenant/).
- G. Utilities and Appliances. The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE	Included in Rent	Tenant Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		
Other (specify)		
Refrigerator		
Stove/Range		

- H. Household Members. Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the _____ and obtaining the Landlord's permission. Household members: _____.
- I. Housing Quality Standards. The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).
- J. Termination of Tenancy. The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify [Program Administrator] in writing when eviction proceedings are begun. This may be done by providing the [Program Administrator] with a copy of the required notice to the Tenant.
- K. Prohibited Lease Provisions. Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord:
- (1) Confession of Judgment. Consent 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.
 - (2) Treatment of Property. Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
 - (3) Excusing the Landlord from Responsibility. Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
 - (4) Waiver of Legal Notice. Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
 - (5) Waiver of Court Proceedings for Eviction. Agreement by the Tenant that the Landlord may evict the Tenant (i) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
 - (6) Waiver of Jury Trial. Authorization to the Landlord to waive the Tenant's right to a trial by jury.
 - (7) Waiver of Right to Appeal Court Decision. Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put

into effect.

(8) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit. Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

(9) Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

L. Nondiscrimination. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

M. Violence Against Women Act (VAWA): VAWA (34 U.S.C. § 12471 et seq.) regulations must be followed for HOME TBRA assistance. Despite the name of the law, VAWA's protections apply regardless of sex, sexual orientation, or gender identity. VAWA protects certain housing rights for victims of domestic violence, dating violence, sexual assault, and stalking. It also covers the victim's immediate family members and other household members. For additional information on protections, or to file a complaint, please visit: https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA.

TENANT SIGNATURES	LANDLORD SIGNATURES
By: (Type or Print Name of Tenant Representative)	LANDLORD NAME:
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	