23-25 Biennium Long – Term Rent Assistance (LTRA) Program

December 2024 OHCS Instructions:

Please review and provide any updates or changes to your regions previously submitted policies:

☐ **No changes were made to the originally submitted policies**
xx Yes, changes have been made to the originally submitted policies, see highlighted changes noted below:

LTRA Program Policies

OR 504 – Marion and Polk Counties CoC

Mid-Willamette Valley Homeless Alliance

Document History:
Board Approved 6/13/2024
Draft revisions are in tracked changes, pending Board approval (tent. 2/13/25)

1. Subsidy Amount Determination

Assistance levels will be structured to prevent households from paying more than 30 percent of their income on rent while staying within available program funds. Therefore, the percentage of rent covered varies by household and is a function of their income, the unit's rent, and any rent caps that the program establishes to control costs in order to ensure that the required number of LTRA households are served within the allocated program funds.

No minimum rent policies will be implemented to ensure alignment with serving zero income households and decreasing racial disparities in homelessness.

2. Utility Allowance Schedule

Program shall use the ~~Salem~~ Housing Authority Utility Allowance Schedule appropriate to the unit address:~~. available at:~~

Marion County Housing Authority Utility Schedule (outside of Salem and Keizer)

Salem Housing Authority Utility Schedule (Salem and Keizer)

West Valley Housing Authority Utility Schedule (Polk County outside of Salem)

3. Unit Habitability Inspections

Program shall use HUD's Housing Quality Standards (HQS) or NSPIRE, using the most recent version of the ~~HUD 52580~~ corresponding checklist to document completion of the inspection (physical copy or a digital version).

Initial inspections shall be completed in person (not virtually). Reinspection may be conducted virtually when appropriate/applicable.

Annual inspections should be conducted on/before the anniversary date of the contract with the property owner/manager to ensure ongoing compliance with standards.

The property owner/manager will be given a reasonable timeframe to correct deficiencies found during inspections: 24 hours for emergency/life threatening conditions or 30 days for less serious deficiencies.

The property owner/manager will be notified in writing of deficiencies and the timeframe in which repairs are required to be completed. Notice will include language explaining any penalties for not addressing deficiencies, as well as how to request an extension if needed to complete repairs.

If deficiencies are not corrected:

- Assistance payments will be abated until deficiencies are remedied in accordance with the contract with the property owner/manager.
- Maximum abatement period: 60 days. Following the maximum abatement period, contract with property owner/manager shall be terminated and household will relocate with support from the program.
- In the case of health/safety deficiencies, the program will provide support for the household to temporarily relocate while health/safety hazards are being addressed, only when all other means to address the repairs have been exhausted and the household's health/safety are compromised.

Property owner/manager, household, or third party may request a special inspection at any time because of problems identified with a unit between annual inspections.

4. Income (Income Increase, Decrease, and Re-evaluations)

Income limit set at 80% Area Median Income with no additional prioritized populations beyond the requirements of the LTRA program.

Income will be verified at initial eligibility as required by the LTRA program.

For households with fixed income sources (Social Security, SSI, SSDI, VA pension), income will be re-evaluated triennially (every 3 years). For all other households, income will be re-evaluated annually (every year).

Households may report decreases in income at any time. Reductions in tenant rent portion are to be recalculated as quickly as verified (first of the month following verification) and no later than 45 days from the date the change is reported.

Households are not required to report increases in income between regularly scheduled re-evaluations.

Rent increases due to increased income identified at annual re-evaluation required a 90-day notice to the household. The tenant rent portion may only be increased once in any 12-month period.

Program will utilize 24 CFR 5.609 (b) and (c) as guidance when determining income inclusions and exclusions. Assets are excluded from income calculation and standard deductions utilized by HUD programs do not apply. Anticipated household income should be combined, annualized and averaged at a monthly rate (use HUD Handbook 4350.3 Rev-1, 5-5 (A) (1-2); 4350.3 Rev-1, 5-5 (B)&(C). Participants are responsible for rental costs calculated at 25% of this monthly total, less applicable utility allowance.

5. Household Composition (Adding & Removing a Household Member, and Temporary Absence)

Household members may be added to an LTRA contract at any time if:

- The household still meets program eligibility criteria and unit occupancy requirements, and
- New household member(s) are eligible to be added to the lease agreement (i.e., person must be screened by the property owner/manager, with the exception of children added to the household by birth, adoption, court awarded custody, foster care placement).
- New household member(s) must meet eligibility criteria for LTRA. Any individual previously terminated from LTRA due to non-compliance with program requirements or eviction is not eligible to be added to a participating household.

The addition of a household member requires a re-evaluation of income and eligibility and may result in a rent adjustment ~~at annual re-evaluation of income and eligibility~~.

If the addition of a household member results in the household being in violation of Housing Quality Standards / Occupancy Standards, the household will be given the opportunity to relocate to a unit of appropriate size within 30-60 days.

The addition of a live-in aide, foster child, or foster adult can be made mid-contract. Income from these types of household members is not included in the household income for the determination of calculating household rent portion (including any stipend paid to the household for the care of a foster child or foster adult).

Household should report to the program absences from the unit in excess of 14 days. Absences must also be reported to the property owner/manager in accordance with the rental agreement/lease.

Generally, an individual who is or is expected to be absent for 180 consecutive days or less is considered temporarily absent and continues to be considered a household member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a household member. The entire household may not be absent from the unit for more than 90 days. Exceptions to this policy are granted on a case-by-case basis, dependent upon the family's proactive notice to the program.

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available indicating that the student has established a separate household, or the household declares that the student has established a separate household.

Children temporarily absent from the home as a result of placement in foster care are considered members of the family. Generally, If the agency verifies that the child is expected to return to the home in no more than six months, the child will be considered a member of the household. If the agency verifies that it reasonably believes the child will be placed in foster care for more than six months, the child will be considered permanently absent from the household.

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member, and the income of that person is not included in the household income for the purpose of determining rent portion.

6. Transfers Within Program Jurisdiction

Transfers within the Continuum of Care jurisdiction (Marion/Polk Counties) are permissible no more than once every 12 months at the end of the assistance contract with the property owner/manager. Exceptions will be made for situations covered by the Violence Against Women Act (VAWA) or as a reasonable accommodation for persons with a verified disability or medical need, or relocation due to inhabitability / Housing Quality Standards deficiencies that are not corrected in accordance with program inspection requirements.

Transfers between jurisdictions are permitted contingent upon a statewide process being established.

7. Grievance/Appeals Procedure

All written and verbal communication relating to decisions that are subject to a grievance or appeal will include a statement notifying the applicant or participant of their right to request a grievance or appeal in all written communication. When verbally communicating any decision or determination that is subject to a grievance or appeal, oral notification of the right to request a grievance or appeal must be provided and documented. Verbal notice shall be followed with written notice.

Applicants and participants may request a grievance or appeal of decisions regarding:

- Denial of assistance/determination of ineligibility
- Determination of household income and/or rent portion
- Denial of the addition of a person to the household
- Denial of a transfer
- Non-approval of a contract with a property manager/owner
- Proposed termination of assistance. In the case of proposed termination of assistance, such termination will not be enacted sooner than 14 calendar days after the date of notification, if no grievance or appeal is request, or four (4) calendar days after notification of the final decision following a grievance or appeal process.

Applicants and participants must request a grievance or appeal within 14 calendar days of the date of notification of the decision or determination. Such request may be made in

writing or communicated verbally. If a verbal request is made, staff will document the request in writing.

Grievance or appeal meeting must be scheduled, and notification provided within 14 calendar days of receipt of request. Every effort will be made to hold the meeting as soon as possible.

Grievance or appeal must be conducted by a person who was not involved in the decision or determination, nor a subordinate of the person who made the decision or determination.

Grievance or appeal meetings may be conducted in person, via telephone, or via video conference/online, depending upon the needs of the applicant or participant. Rescheduling the meeting by the applicant or participant shall be permitted for good cause.

Applicant or participant will be notified in writing of the final decision following the grievance or appeal meeting promptly and within no more than 14 calendar days.

If the household fails to appear for their grievance or appeal meeting without verifiable good cause, the decision or determination will stand.

8. Ending Program Participation

Program participation may be terminated in the following circumstances:

- Household no longer requires assistance. As household income increases, the amount of rent assistance payment decreases. If the amount of rent assistance provided by the program is reduced to zero, and the client no longer requires case management, the household retains eligibility for assistance (in the event of a reduction of income that would result in rent assistance resuming) for a period of no less than 180 days.

- Household chooses to end assistance. The household may request that the program end their housing assistance payments at any time. Such notification should be made in writing. A verbal request from the household for termination must be confirmed by the program in writing, with a period of no less than 30 days for the household to report to the program if the request was made in error.

- In the event of a court eviction for serious or repeated violations of the lease. If a household vacates the unit following receipt of an eviction notice and no court eviction occurs, termination of assistance is not mandatory and may be considered on a case-by-case basis.

- Failure to comply with program requirements or policies, including engagement in the annual re-evaluation of income and continued eligibility.

- Unapproved absence in excess of program policies.

Termination decisions may not consider the client's experience as a survivor of incidents of, or activity related to domestic violence, dating violence, sexual assault, and/or stalking as reasons for termination of assistance.

With the exception of voluntary terminations, termination notification must:

- Provide no less than 30 days' notice of the termination

- Include a statement that the participant may request a reasonable accommodation or consideration under the Violence Against Women Act (VAWA) relating to the termination of assistance

- Include a statement that notifies the participant of the right to request an appeal of the decision and a deadline by which such request must be received

- Include a statement that the information may be provided in a language other than English, or in an accessible format, at no cost to the participant

9. Program Reinstatement

Individuals and households are not prohibited from applying for reinstatement to the program.

When a household member leaves the household and wants to return, such reinstatement for the individual will be permitted upon household review. Individual must meet program eligibility requirements.

Following termination from the program for program violations or non-compliance with program rules / regulations (including eviction for serious or repeated violations of the lease), a household is generally not eligible for readmission with the following exceptions: termination was due to action/inaction related to a disability (typically documented through a request for reasonable accommodation that provides the nexus between the termination and the disability), termination was related to previously undisclosed activity covered by the Violence Against Women Act (VAWA), or the individual(s) who were primarily responsible for the termination determination are no longer a part of the household.

Reinstatement following termination due to family absence from the unit, or due to family assistance payment going to zero for a period of no less than 180 days, is permissible upon household review and program vacancy.

10. Intake Process

The eligibility of households entering LTRA from EO-funded Rapid Rehousing (RRH) will be verified by the RRH provider, who will also be the client's LTRA supportive services provider. The client will participate in the LTRA intake process to provide them with program information, ensure understanding of the program, and confirm their desire to participate in the program.

The eligibility of households entering LTRA from CoC-approved Rapid Rehousing (RRH) and CoC-approved Permanent Supportive Housing (PSH) will be verified by the LTRA Housing Voucher Administrator, in conjunction with the RRH or PSH provider, who will also be the client's LTRA supportive services provider.

Eligibility of new households entering LTRA from Coordinated Entry will be determined by the LTRA Housing Voucher Administrator~~providers~~. Client referrals to an LTRA provider will occur during the CoC's case conferencing process.

The intake process shall be short and simple and include the minimum information to determine whether an applicant meets basic eligibility (household composition and income). Intake documents shall be provided in languages other than English to support an equitable process.

Assistance must be provided to applicants to allow them to complete the intake process.

Assistance may be provided one-on-one or in group sessions in person or via phone/online video conference.

Documents must be accepted in multiple formats to accommodate clients, including online forms, written forms submitted in person, and forms accepted via postal mail.

Intake packet must include, at a minimum:

- Statement of eligibility guidelines in plain language so applicants understand the program and eligibility criteria
- Authorization for release of information
- Program participant rights and responsibilities
- Grievance/appeal process

- Fair Housing information
- Violence Against Women Act (VAWA) information
- Information about how to request a reasonable accommodation
- Information about the availability of interpretation services and documents in primary language, and provision of materials in an alternate format

If the household is determined ineligible, the program must provide notification in the written language (along with the preferred communication method, if not in writing) identified by the household during the intake process. Such notification must occur promptly, within no more than 14 days of the decision, and must include:

- The reason(s) for which assistance has been denied.
- Information about the household's right to appeal the determination, including a due date by which a request for appeal must be received.
- The process for requesting an appeal of the decision.

11. Documentation Guidelines

Documentation requirements will be flexible to minimize barriers:

- Government issued ID is preferred, but includes documentation from any government agency, including foreign documents, that include the applicant's name and date of birth.
    - Programs are encouraged to support applicants and participants in obtaining valid ID for the purpose of completing the rental application process.
- Verification should begin with the highest level of verification technique, as follows:

    1. Written third-party verification (including, but not limited to paystubs, payroll summary report, bank statements, child support payment stubs, benefit letters or printouts, employment offer/termination letter, email from the third party, etc.).

2. Written third-party verification form (a form provided by the program that is completed by a representative of the third party).

3. Oral third-party verification (verification obtained by phone, must be documented by program including date, time, and name / phone number of the person providing the verification).

4. Self-certification by the applicant or participant (signed and dated by the applicant or participant. Notarization must never be required).

- Self-employment and zero income declaration forms must be provided.

- Documentation, including intake applications, may be submitted directly by third parties if applicant or participant has signed and agreed to submission on their behalf.

Programs may not require:

- Documentation of SSNs (SSNs may be collected but may not be required for participation in LTRA). Applicants may self-determine whether to provide SSNs for their household.

- Documentation of citizenship. Citizenship status has no bearing on eligibility for LTRA.

- Documentation of criminal background. Criminal background will not be assessed as part of eligibility screening for LTRA.