HOMELESS PREVENTION PROGRAM (HPP) Policy

Program Objective

HOME-ARP funds will be used to provide tenant-based rental assistance (TBRA) to individuals and families that meet one of the Qualifying Populations defined in the CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program (“the Notice”).

The City will assist a qualifying household by providing payments towards housing and housing-related costs, such as rent, security deposits, utility deposits, and utility costs. Because HOME-ARP TBRA is attached to the qualifying household and not a particular rental unit, the household may choose to move to another unit with continued assistance as long as the new unit meets the applicable property standards.

The goal of this program is to help prevent homelessness with limited cash assistance. The target households are those who can usually maintain their housing, but who have had to deal with a sudden, short-term financial crisis that left them temporarily unable to meet their housing costs. The program is not intended for persons who are likely to be at risk of homelessness on a recurrent basis.

Qualifications

Applicant must be a San Angelo resident and meet one of the following criteria:

1. At risk of Homelessness, as defined in 24 CFR 91.5 At risk of homelessness:

   a) An individual or family who: has an annual income below 30 percent of the median family income for the area, as determined by HUD;

   b) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place; and

   c) Meets one of the following conditions:

      (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

      (B) Is living in the home of another because of economic hardship;
(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or another youth facility, or a correction program or institution).

2. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD. For HOME-ARP.

   a) This population includes any individual or family who is fleeing or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

   b) This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

3. Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

   a) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who
have previously been qualified as “homeless” under any federally funded program as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

b) At Greatest Risk of Housing Instability is defined as a household that meets either paragraph (i) or (ii) below:

(A) Has annual income that is less than or equal to 30% of the area median income, as determined by HUD, and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);

(B) Has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions:

• Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

• Is living in the home of another because of economic hardship;

• Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

• Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

• Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

• Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or another youth facility, or correction program or institution); or

• Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

4. Veterans and Families that include a Veteran Family Member that meets the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.
Forms of Assistance Available

The City may pay housing owners, utility companies, and other third parties for the following costs, as applicable:

1. *Rental application fees:* Rental housing application fee that is charged by the owner to all applicants.

2. *Security deposits:* A security deposit that is equal to no more than 2 months' rent. This assistance is separate and distinct from the provision of financial assistance for the First and Last Month’s rent provided under this section and cannot be used to duplicate those costs.

3. *Utility deposits:* Standard utility deposit or initiation fee required by the utility company or owner (if owner-paid utilities are provided) for all program participants for the following utilities:
   - Gas
   - Electric
   - Water
   - Sewer

4. *Utility payments:* For up to 12 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 12 months of utility assistance.

5. *First and Last month's rent:* If necessary to obtain housing for a program participant, the City may make a pre-payment of the first and last month’s rent under a new lease to the owner at the time the owner is paid the security deposit for the program participant’s tenancy in the housing. This assistance must not exceed two months’ rent and must be tracked for purposes of determining the total financial assistance for rent that the program participant may receive. This assistance is separate and distinct from financial assistance for Security Deposits provided under this section and cannot be used to duplicate those costs.

6. *Payment of rental arrears:* The City may pay a one-time payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.
**General Program Policies**

1. A household may be accepted into the program no more than once, and the household may be assisted for a period of up to twelve (12) consecutive months.

2. Where language barriers exist, efforts shall be made to obtain translation services. If such services are not available, and language barriers prohibit participation in any portion of this program, applicants may receive services despite not participating in that portion of the program.

3. If unemployed, the continuation of benefits shall be based on whether or not the applicant is actively seeking employment. Compliance with this requirement shall be determined by the case manager and program director.

4. Rent amounts will be adjusted if the participant’s income changes.

5. Applicants cannot be receiving rent assistance from other sources.

**Staff Policies**

1. All payments must be made directly to the landlord, mortgage company, or utility service provider. No payment shall be made directly to the applicant.

2. If a tenant lives in an apartment complex, residency must be confirmed with the property management company. Property management must agree in writing not to evict.

3. The City will require and verify that there is a current executed lease between the qualifying household and the owner of the rental unit that complies with tenant protection requirements in accordance with 24 CFR 92.253(a). A copy of the applicant’s lease must be placed in the applicant’s file.

4. Rent invoices detailing for which month(s) assistance is owed must be received and placed in the client file prior to submitting payment.

5. Documentation of the previous thirty (30) days of household income for clients must be placed in the client file.

6. **Term of Rental Assistance Contract:** The maximum term of HOME ARP TBRA assistance contracts will be twelve months (12) non-renewable.

7. **Maximum Subsidy:** The household will be required to pay a portion of the rent payment based on income and determined by a rent calculator used by the City with a minimum of $50 per month. The City will pay 100% of the remaining rent, security
deposit payments, and utility bills. Payments may include arrears for rent and utilities for up to six (6) months.

8. **Rent Reasonableness**: The City will determine whether the rent is reasonable in comparison to rent for other comparable unassisted units and will disapprove a lease if the rent is not reasonable. Monthly rent or mortgage assistance is capped at the San Angelo, TX HUD Metro Fair Market (FMR) Small Area Rents effective at the time of client intake. Rent/mortgage and utility limits are determined and published by HUD and can be reviewed at https://www.huduser.gov/portal/datasets/fmr.html.

9. **Housing Quality Standards**: Housing must comply with all housing quality standards required at 24 CFR 982.401 (or successor inspection standards issued by HUD).

10. **Rental Assistance Contract**: HOME-ARP TBRA must be provided through a rental assistance contract with the PJ and (1) an owner that leases a unit to a qualifying household; (2) the qualifying household, (3) a HOME-ARP sponsor or (4) an owner and the qualifying household in a tri-party contract.