

Vermont Coalition of Runaway and Homeless Youth Programs  
Youth Homelessness Demonstration Program Rapid Rehousing

Administrative Plan- February 2020

INDEX:

I.	PROJECT ELIGIBILITY	2
II.	ENROLLMENT PROCESS	4
III.	ALLOWABLE LENGTH OF TIME FOR LEASING-UP AND PROGRAM ENROLLMENT	8
IV.	RENT DETERMINATION AND ASSISTANCE LIMITS:	9
V.	UTILITY ALLOWANCE	10
VI.	INCOME AND ASSET VERIFICATION	11
VII.	ALLOWABLE HOUSING SITUATIONS	12
VIII.	ELIGIBLE TENANT-BASED RENTAL ASSISTANCE COSTS	14
IX.	SERVICE AVAILABILITY AND DELIVERY	15
X.	RESPONSIBILITIES WHEN HOUSEHOLD IS HOUSED	16
XI.	DOCUMENTATION REQUIREMENTS	17
XII.	PORTABILITY	18
XIII.	PROJECT FEES	18
XIV.	ALIGNMENT WITH VERMONT COALITION TO END HOMELESSNESS'S STANDARDS	18
XV.	FAIR HOUSING	18
XVI.	RIGHT TO REASONABLE MODIFICATIONS AND ACCOMMODATIONS	19
XVII.	HOUSEHOLD PRIVACY/ CONFIDENTIALITY	20
XVIII.	TERMINATION OF SUBSIDY ASSISTANCE TO HOUSEHOLDS	21
XIX.	TERMINATION OF TENANCY BY PROPERTY OWNERS	27
XX.	APPLICANT APPEAL PROCESS	28
XXI.	PARTICIPANT APPEAL PROCESS	30

The Vermont Coalition of Runaway and Homeless Youth Programs (VCRHYP) operates Rapid Rehousing (RRH) under the Youth Homelessness Demonstration Program. RRH provides medium-term rental assistance (up to 24 months) to youth and young adult (ages 16-24) headed households experiencing literal homelessness, at risk of imminent homelessness, or fleeing violence, with varying levels of service needs. RRH sponsor agencies provide support services to Households and/or coordinate services and supports with community partners.

*Sponsor Agencies include:*

Addison County Parent Child Center, Capstone, Family Center of Washington County, Northeast Kingdom Community Action, Northeast Kingdom Youth Services, Northwestern Counseling and Support Services, Washington County Youth Service Bureau, Windsor County Youth Service Bureau, Youth Services Inc.

Other sponsor agencies may be added through an MOU with VCRHYP.

VCRHYP contracts with the Vermont State Housing Authority (VSHA) for rental assistance administration services, including management of Housing Assistance Payments and Housing Quality Standards Inspections. Policy issues regarding rental assistance not covered below will default to VSHA’s rental administration policies and procedures.

**I. PROJECT ELIGIBILITY**

1. Youth heads of households must be:
  - a. Between the ages of 16 and 24 at entry and may enter projects up to the day before their 25<sup>th</sup> birthday, youth will remain eligible for 24 months after entry regardless of age, barring other factors deeming them ineligible;
  - b. Have household income of 50% of the area median income or less;
  - c. Meet [HUD defined categories of homelessness: 1, 2, or 4](#), which include literal homelessness, imminent risk of homelessness, and/ or actively fleeing or attempting to flee dangerous situations related to violence that has taken place in their home or made them afraid to return home, including lacking other residence and resources or support networks (e.g. family, friends, and faith-based or other social networks) to obtain other permanent housing; and
  - d. Able to sign a one-year lease.
2. All subpopulations are served.
3. YHDP RRH Households do not need to verify U.S. Citizenship through provision of a social security number upon entry. While most properties will require some current form of legal identification to apply for an apartment, clients will not need to present these at application to be enrolled in the program or at any other point in program participation.
4. For purposes of this YHDP RRH project, Transitional Housing is considered Emergency Shelter and applicants residing in Transitional Housing will be eligible under category 1.

5. Households may access a YHDP RRH subsidy regardless of:
  - a. owing rent to a private landlord or public landlord;
  - b. owing subsidy payments to VT State Housing Authority (VSHA) for previous subsidies; and/or
  - c. previous evictions or project terminations from a YHDP project or other housing projects.

## II. ENROLLMENT PROCESS

1. All households must be prioritized and referred by the VT Balance of State Continuum of Care Coordinated Entry System (CES). Admission priority will be provided to households with the most urgent need, as determined by the CES prioritization policies for RRH projects. YHDP RRH may serve households who have medium- or long-term needs.
2. Enrollment is standardized and as follows:
  - a. VCRHYP notifies regional Sponsor Agency and Lead CoC Agency of subsidy availability.
  - b. Sponsor Agency requests a referral from the Lead CoC Agency from the Coordinated Entry System. Sponsor Agency must request a referral within 3 business days of notice of subsidy availability.
  - c. Referral is made from Lead Agency to Sponsor Agency within 5 business days of notice of availability using the ***Coordinated Entry Referral for Household Letter*** (CES referral) which identifies the household, which project they are referred for, and ranking information.
  - d. Sponsor Agency contacts selected household, assists with completion and submission of ***YHDP RRH Application***, and submits to VCRHYP via secure email sent to [Demo@wcysb.org](mailto:Demo@wcysb.org). If Sponsor Agency does not have access to encrypted, secure email, they may request a secure email connection by emailing [Demo@wcysb.org](mailto:Demo@wcysb.org) directly.
    - i. Sponsor Agency must attempt first contact with selected household within 3 business days of receipt of CES referral and make 3 more attempts over next 10 business days.
    - ii. If Sponsor Agency is not able to make contact with selected household within 13 business days, they must notify the Lead Agency and request another referral.
    - iii. Once a referred household has been contacted, Sponsor Agency will have an initial appointment with the household to discuss program setup and what to expect. This will allow household to determine if the program is something they want to enroll in. If the household declines the program, Sponsor Agency should close out the referral and request a new referral from the Lead Agency. If the household chooses to enroll, they need to complete an application package.
    - iv. Sponsor Agency must submit the application package to VCRHYP within 60 days of initial notice of subsidy availability. Extensions may be given on a case by case basis only through consultations with the VCRHYP.

Application package must include:

- **Coordinated Entry Referral** letter
- **HMIS Intake Assessment Form**
- **RRH Application** with following supporting documentation:
  - **Homelessness Verification:** Homelessness status will be determined primarily by third-party documentation as the desired form of documentation. Secondly, Sponsor Agency or service provider observations may be used as documentation of homelessness. Households need to document that they experienced homelessness in the period of time between when the Sponsor Agency received the referral and the date the Sponsor Agency first made contact with the household. The last option for verification, and to be used only on rare occasions, is certification from the person seeking assistance. To use self-declarations of homelessness, requests must be cleared with the VCRHYP. Only the Head of Household needs to meet one of the acceptable definitions of homelessness.
  - **Income Verification**
  - **Asset Verification**
  - **Certification of Disability IF NOT receiving SSI/ SSDI**
- NOTE: while most properties will require some current form of identification to apply for an apartment, clients won't need an ID to be enrolled in the project or to submit with the application.

- e. VCRHYP reviews application for completeness and project eligibility within 3 business days of receipt.
- i. If complete, VCRHYP verifies initial program eligibility and either approves or denies application.
  - ii. If incomplete, VCRHYP works with Sponsor Agency and applicant to complete application or verify necessary information.
  - iii. Approved applications are sent to Vermont State Housing Authority (VSHA) who conducts income verification and rent contribution calculation. VSHA reviews applications, confirms income eligibility, and within 10 business days sends a letter informing VCRHYP of the rental assistance determination, approved unit size, and assigned VSHA Field Representative.
  - iv. If application is denied, VCRHYP sends **Notice of Ineligibility** letter to applicant and Sponsor Agency. **Notice of Ineligibility** will outline reason for determination and notify applicant of appeal process should they decide to appeal VCRHYP's decision. Applicants have 10 business days to appeal if they disagree with the decision.

- f. VCRHYP sends an **Award Notice** to the applicant and Sponsor Agency Representative via email and a **Subsidy Contract** to the Sponsor Agency Representative.
- g. Sponsor Agency works with applicant household and VSHA Field Representative to set up a **Tenant Briefing Meeting** within 10 business days of receiving the **Award Notice**. During this mandatory meeting, the Sponsor Agency will present the **Subsidy Contract** which outlines household contribution towards rent, approved unit size, household obligations, and expiration dates for subsidy housing search. Sponsor Agency acts as VCRHYP representative to complete and sign the **Subsidy Contract** and provides an overview of program requirements to household.
- i. During the **Tenant Briefing Meeting** the VSHA Field Representative will review what the allowable rental rates are in the housing search area, and provide information about utility allowance, an overview of Housing Quality Standards and the lease up process. After the **Tenant Briefing Meeting**, and once the **Subsidy Contract** is signed, the rental subsidy is considered issued and the housing search may commence.
- h. VSHA Field Representative will coordinate with Sponsor Agency and Household to support the Household's housing search.
- i. The household will have an initial 120 days from signing of the **Subsidy Contract** to find a suitable unit. If a unit is not identified in that time, they may request an extension. *See section III.*
- j. Once a unit is identified:
  - i. When the household finds a suitable unit where the owner is willing to participate in the program, the household must work with their Sponsor Agency Representative and owner to complete the **Request for Tenancy Approval** signed by the owner and the household, a **Housing Quality Standards (HQS) Inspection Request**, and a copy of the lease, including the **Subsidy Tenancy Addendum** signed by the owner.
    - Note: documents must be given to VCRHYP no later than the expiration date stated on the **Subsidy Contract**.
  - ii. The lease must include all provision of the tenancy required by VCRHYP. This is done by adding the **Subsidy Tenancy Addendum** to the lease used by the owner. If there is a difference between any provisions of the **Subsidy Tenancy Addendum** and any provisions of the owner's lease, the provisions of the **Subsidy Tenancy Addendum** shall control.

- iii. After receiving the **Request for Tenancy Approval** and a copy of the lease and addendum, VCRHYP will direct VSHA to conduct a Housing Quality Standards Inspection, which VSHA will complete within 10 days of request.
- iv. If VSHA approves the unit, VSHA will notify the household, the owner, and VCRHYP and will furnish two copies of the **Housing Assistance Payment (HAP) Contract** to the owner for signing.
  - The owner and the household must execute the lease.
  - The owner must sign both copies of the HAP contract and must furnish to VSHA a copy of the executed lease and both copies of the executed HAP contract.
- v. VSHA will execute the **HAP Contract** and return an executed copy to the owner.
  - VCRHYP will not give approval for the household to lease the unit or execute a **HAP Contract** with VSHA until VCRHYP has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by VSHA and passes the HQS inspection; the rent is reasonable; and the owner and tenant have executed the lease including the tenancy addendum.
- vi. If VSHA determines that the unit or lease cannot be approved for any reason, VSHA will notify the owner, the household and VCRHYP that:
  - The proposed unit or lease is disapproved for specified reasons, and
  - If the conditions requiring disapproval are remedied to the satisfaction of VSHA on or before the date specified by VSHA, the unit or lease will be approved.
- vii. Once HAP contract and lease are in place and tenant moves in, the Sponsor Agency updates **HMIS Intake Assessment Form** with move-in date and submits to VCRHYP, unless Sponsor Agency is also a CoC Lead Agency in which case they will enter HMIS data themselves.

### III. ALLOWABLE LENGTH OF TIME FOR LEASING-UP AND PROGRAM ENROLLMENT

1. Households are allowed 120 days from issuance of subsidy to move-in. This date will be included on the *"Subsidy Contract."*
2. If a unit is not identified within that time, an extension may be requested by a Household working with their Sponsor Agency via email to VCRHYP.
  - a. Extension requests will require documentation of barriers to securing housing, which may include needing reasonable accommodations for a person with disability, obstacles due to employment, serious illness or family emergencies, failed HQS inspections or denied Requests for Tenancies, other special circumstances.
  - b. Extension will be for an additional 60 days.
  - c. Four consecutive extensions may be requested, after the fourth extension a Household must resubmit a project application for income reverification and reassessment of rent contribution, but will not lose their approved subsidy if still income eligible.
3. VCRHYP may decline extension request if documentation of barriers is insufficient or there is no evidence of Household's engagement in housing search. Household may follow the appeals process if they disagree with decision.
4. A household may only receive a total 24-months of RRH rental assistance starting from the first day of the first month receiving a Housing Assistance Payment (HAP). They may receive Supportive Services from initial program enrollment through the 24-months, and for an additional 6 months after the end of their Housing Assistance Payment, even if they received a HAP payment for a full 24-months.
5. If a client exits the RRH program before their 24-months is complete, they may re-enter within 6 months without the need for recertification of their application information, but they would still need to be selected through the Coordinated Entry System for referral into the project again.

#### IV. RENT DETERMINATION AND ASSISTANCE LIMITS

1. Rental assistance will be determined in accordance with the Vermont State Housing Authorities (VSHA) Rental Assistance determination practice as outlined in “VSHA Section 8 Administrative Plan, Chapter 6, Income and Subsidy Determinations”, which you can find at [https://www.vsha.org/wp/wp-content/uploads/2018/03/06\\_Adm\\_Plan\\_income\\_and\\_subsidystandards\\_amended\\_july12-2017.pdf](https://www.vsha.org/wp/wp-content/uploads/2018/03/06_Adm_Plan_income_and_subsidystandards_amended_july12-2017.pdf)
2. This project will use Vermont Payment Standards, determined and published by the Vermont State Housing Authority every December and included in this appendix, for calculating rental assistance for approved unit size. The VT Payment standard should serve as a guide for assessing affordability of housing units in served communities.
3. A Household will need to contribute 30% of its gross income.
  - a. What counts as income and assets? (24 CFR 5.609):
    - Social security, disability, pensions, death benefits
    - Unemployment, worker’s comp, severance
    - Welfare assistance
    - Alimony and child support
    - Regular gifts
    - Wages/ salary, overtime, tips, commissions, bonuses
    - Net income from business/ profession
4. Households may enter with no income.
5. All increases in Household income must be reported within 30 days. Increases in income in the first year will not result in increased income contributions to rent until the annual reassessment 12 months after initial lease-up.
6. Households should report any decreases in income immediately so that their income contribution determination can be reassessed. Decreases in income at any time in program enrollment will result in recalculation and potential adjustments to household’s income contribution.
7. A Household’s Income contribution will be reviewed annually, 12 months after initial lease-up.

## V. UTILITY ALLOWANCE

1. VCRHYP adopts [VSHA's Single Family Utility Allowance](#) schedule. Utilities and other services are included in gross rent, and when they are not furnished by the owner, an allowance must be provided to the family. Allowances must be adequate for all utilities and services not provided by the owner that were included in the fair market rent. The utility allowance schedule is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. The utility allowance will be considered when determining participants income contributions and subsidy amounts.
2. If a participant has no income at project entry and utilities are not included in rent, the participant may receive an additional utility allowance payment from VCRHYP RRH subsidy funds so they may pay utility providers directly. Documentation of utility costs will be required.
3. A Sponsor Agency may request utility providers are paid directly with VCRHYP YHDP RRH subsidy funds if there are extenuating circumstances and/ or barriers to a household paying the utility directly. Circumstances will be determined on a case-by-case basis.

## VI. INCOME AND ASSET VERIFICATION

1. VCRHYP and VSHA will use information provided in Household's RRH Application packet to verify income and assets for the purposes of determining Housing Assistance Payment and Income Contribution. This verification will happen at program entry, upon reported changes to Household income, and at reassessment. A release of information which is signed and dated by the Head of Household and any adult member reporting income is required for VCRHYP and VSHA to conduct this verification. To complete the income verification, the Sponsor Agency and Household will need to collect information on all forms of income and send to VCRHYP. Below are examples of income verification that a Household could have:
  - a. 30 days' worth of pay stubs
  - b. SSI or SSDI reward letter
  - c. TANF reward Letter
  - d. Employment Verification Letter from employer
  - e. Self-Declaration of Income Form (only to be used for Zero Income)
2. Income inclusions and exclusions are in accordance with [24 CRF 5.609\(b\) and \(c\)](#).
  - a. Inclusions include but are not limited to: wages from employment; income from operation of a business; interests, dividends and other new income from real or personal property; periodic amounts received from social security, retirement, insurance or other types; payment in lieu of earnings, such as unemployment; welfare assistance; child support and other determinable allowances; and armed forces pay.
  - b. Exclusions include but are not limited to: income from employment of a minor child; the full amount of student financial assistance paid directly to the student or educational institution; assistance received for payment or reimbursement of the cost of medical expenses; temporary, nonrecurring gifts or income; state refunds or rebates; food stamp allotment; AmeriCorps or Vista stipends; LIHEAP payments; educational scholarships and work-study payments; childcare costs; crime victim compensation; Earned Income Tax Credit; and earnings or allowances to individuals participating in programs under the Workforce Investment Act.
3. Households who have a disability but do not receive SSI/ SSDI may provide other documentation of their disability status to access income exclusions such as medical expenses and the disability allowance of \$400 a year deducted from annual gross income calculation.
4. If the Household is above 50% of the Area Median Income, the Household will be notified and need to be exited from the program. VCRHYP will notify both the Sponsor Agency, who will notify the Household, and VSHA who will notify the landlord.
5. Sponsor Agencies need to notify Households of upcoming annual income verifications 30 days prior.

## VII. ALLOWABLE HOUSING SITUATIONS

### 1. Unit Size:

- a. For each Household, VSHA will determine the appropriate number of bedrooms under the subsidy standards and inform VCRHYP who will include determined unit size in the ***“Subsidy Contract.”***
- b. The Household unit size does not dictate the size of the unit the Household must actually lease, nor does it determine who within a Household will share a bedroom/sleeping room.
- c. The following requirements apply when VSHA determines Household unit size:
  - i. The subsidy standards must provide for the smallest number of bedrooms needed to house a Household without overcrowding.
  - ii. The subsidy standards must be consistent with space requirements under the Housing Quality Standards.
  - iii. The subsidy standards must be applied consistently for all Households of like size and composition.
  - iv. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the Household unit size.
  - v. A Household that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
  - vi. Any live-in aide (approved by VCRHYP to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the Household unit size.
  - vii. Unless a live-in-aide resides with the Household, the Household unit size for any Household consisting of a single person must be either a zero- or one-bedroom unit.
- d. VSHA will assign one bedroom for each two persons within the Household, except in the following circumstances: Persons of the opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms. Persons of different generations and unrelated adults will be allocated separate bedrooms (except in the case of a spousal relationship). Live-in aides will be allocated a separate bedroom. Single person families will be allocated one bedroom.
- e. Households are not limited to the determined unit size provided the unit passes a Housing Quality Standards (HQS) inspection and the Household can afford it. Housing Quality Standards (HQS) state that there can be up to two people in each sleeping/living space. This also includes the living room. For example, a two-bedroom apartment with a living room can potentially fit up to 6 individuals.
- f. The determined rental assistance subsidy will not increase if Household chooses a larger unit and the Household will need to pay the difference between approved subsidy and the full rent payment.

2. **Shared Housing:** RRH Households may share housing with one or more roommates. Each roommate must have their own lease. RRH funds will only support the enrolled Household

and rent support will be pro-rated based on number of individuals on the lease and cost of the unit. YHDP rental assistance may be provided to a youth in a shared housing unit leased by a family if both the family and the youth are unrelated to the property owner or landlord. Both the family and the youth would have a lease for the entire unit. The youth may be an immediate family member of the family.

**3. Parents or guardians with partial or pending custody of children:**

- a. A parent or guardian who does not have custody of their children and needs housing before can they can regain custody may apply for RRH with their children listed as part of their household to acquire the correct unit size. They will need to submit a “Reunification Plan” from the Department for Children and Families stating that custody is dependent on securing stable housing with their application.
- b. A parent or guardian who has joint custody of their children may apply for housing listing children as household members to secure appropriate unit size. A copy of their joint custody agreement must be provided.

**4. Subleasing and 3<sup>rd</sup> party leasing** is not allowed with YHDP RRH funds.

## VIII. ELIGIBLE TENANT-BASED RENTAL ASSISTANCE COSTS

1. **Rental assistance:** RRH subsidy funds may be used to pay rental costs associated with eligible housing. Housing is eligible if:
  - a. It passes the Housing Quality Standards Inspection;
  - b. RRH Household and landlord sign a one-year lease for first year of occupancy.
2. **Move-in costs:** Rental subsidies may pay move-in costs including first and last month's rent and a security deposit (equivalent of up to 2 month's rent.)
  - a. Security deposits, minus any portion a landlord holds on to pay for damages or back rent and in accordance with Vermont landlord tenant law, are given back to Households when they exit a unit.
  - b. If the Household is entering into a new RRH subsidized unit, the security deposit should be applied to security deposits costs in the new unit. Additional rental subsidy funds can be used to cover any additional security deposit amount needed in the new unit.
3. **Damages:** The Security Deposit may be used pay a landlord for damages due to participant action not to exceed one month's rent, one time, per participant, per unit, only at exit from unit, and in alignment with Vermont Tenant/ Landlord law.

Sponsor Agencies will complete a walk-through of the unit with the Household within 3 days of move-out and document any damages to the unit. A landlord must request damage payment in writing, detailing damages and anticipated or real repair costs, within 14 days of the last day the Household resided in unit.

4. **Vacancy:** Rental subsidies may pay a landlord for vacancy costs for a maximum of 30 days from the end of the month in which the unit was vacated, unless unit is occupied by another eligible person within that time; and for up to 90 days when a Household is staying in an institution for 90 days or less and will return to the unit.

## **IX. SERVICE AVAILABILITY AND DELIVERY**

1. Sponsor Agencies must offer a minimum of one (1) hour-long case management meeting per month with a Household. Best practice service delivery will cater to a Household's needs and meet more frequently, if necessary, to support attainment of participant goals.
2. A Housing Stability Plan should be created with the Household upon project entry, defining participant goals and outlining service availability.
3. Households may choose not to participate in services and this will not affect project eligibility. A Household may not be terminated from the project for failing to participate in case management.
4. Sponsor Agencies should document attempted monthly case management contacts with Households who are not engaging in services.
5. Sponsor Agencies must follow a housing first model and the YHDP service philosophy, included in the appendix. Services provided by the Sponsor Agency must focus on housing stability, employment and/ or educational advancement, well-being, and building permeant connections.
6. Case management may continue up to 6 months beyond the termination of rental assistance, even if Household received the total 24-months of rental subsidy.

## **X. RESPONSIBILITIES WHEN HOUSEHOLD IS HOUSED**

### **1. Household:**

- a. Notifies Sponsor Agency of any changes to Household income or size.
- b. Pays their portion of rent payment on time every month.
- c. Notifies Sponsor Agency if they are unable to pay their portion of rent payment.
- d. Notifies Sponsor Agency if they have a dispute with the landlord, a lease violation, or other issue with the landlord.

### **2. Sponsor Agency:**

- a. Completes an assessment of service needs upon project entry and at least annually thereafter.
- b. Creates a plan of care with Household, upon project entry and at least annually thereafter, that addresses housing stability, education or employment advancement, permanent connections/ social inclusion, and physical and emotional well-being.
- c. Is responsible for collection and submittal of all HMIS paperwork.
- d. Offers a minimum of one case management meeting a month.
- e. Documents case contacts and services provided by partner or Sponsor Agency.
- f. Informs VCRHYP immediately of Household income changes if:
  - Household has no income at project entry and then then gains income (additional gains in income will not need to be reported until annual eligibility reassessment), or
  - Household loses income.
- g. Informs VCRHYP if Household has a lease or occupancy violation.
- h. Informs VCRHYP if Household exits unit, 30 days prior to exit if possible.
- i. Conducts move-out inspection with household participant to assess any damages
- j. Submits monthly billing to VCRHYP for RRH supported services by the 15<sup>th</sup> of the following month.

### **3. Vermont Coalition of Runaway and Homeless Youth Programs (VCRHYP):**

- a. Informs VSHA of Household changes, including annual income assessments.
- b. Requests annual income assessment from Sponsor Agency and Households 60 days prior to it being due.
- c. Enters HMIS data submitted by Sponsor Agencies in a timely manner for all Sponsor Agencies that are not also CoC Lead Agencies.

### **4. Vermont State Housing Authority (VSHA):**

- a. Pays agreed upon Housing Assistance Payment to landlord on time every month.
- b. Reports monthly HAP payments to VCRHYP by the 15<sup>th</sup> of the following month.
- c. Conducts annual rent calculation based on income assessment completed by Sponsor Agency and submitted to VCRHYP.

## **XI. DOCUMENTATION REQUIREMENTS**

Responsible parties are required to keep the following documentation on record for up to 5 years after Household exits program. Client records should be kept in secure locations, including a locked cabinet, password protected server or computer, or other secure location.

### **1. Sponsor Agency:**

- a. Coordinated Entry Referral Letter
- b. RRH application
- c. Housing Stability Plan

### **2. VCRHYP:**

- a. RRH application
- b. Documentation of Homelessness

### **3. VSHA:**

- a. Income Verification
- b. HAP contract
- c. HAP payment details
- d. Copy of the lease

## **XII. PORTABILITY**

1. If a Household wants to move, they may use their RRH subsidy to lease another unit anywhere in the Vermont Balance of State Continuum of Care service area (all Vermont excluding Chittenden County), provided another Sponsor Agency can support them in that new region. VCRHYP should be notified if a Household would like to move in advance. Breaking a lease is not encouraged, but will not make portability unallowable. A new HQS inspection, rental assistance determination, lease approval, Housing Assistance Payment contract, and Housing Stability Plan will be required for the new unit.
2. If a Household would like to move to Chittenden County, they must submit a request to VCRHYP outlining good cause for move, for example: employment or educational opportunities, proximity to support network, health needs or other reasonable causes. Prior to approval to port RRH Subsidies into Chittenden County, VCRHYP would need to identify a Sponsor Agency who could provide the minimum level of services.
3. If a household is fleeing violence, they may move to any geographic area of Vermont, including Chittenden County, prior to a new Sponsor Agency being identified.

## **XIII. PROJECT FEES**

RRH Sponsor Agencies may not charge RRH Households any fee related to RRH enrollment. This includes a prohibition of: program fees, air conditioning fees, lost key fees, legal fees, security deposits not paid directly to landlord, or mandatory savings.

## **XIV. ALIGNMENT WITH VERMONT COALITION TO END HOMELESSNESS'S STANDARDS**

All Youth Homelessness Demonstration Program project sites operated by the Vermont Coalition of Runaway and Homeless Youth Programs will comply with the [Vermont Balance of State Continuum of Care Program Written Standards](#).

## **XV. FAIR HOUSING**

The Rapid Rehousing System abides by Fair Housing Act 42 U.S.C. §§ 3601-19. The Rapid Rehousing Program will not discriminate program Households based upon race, color, ethnicity, gender, gender identity, sexual orientation, disability, religious beliefs, family status, national origin, age, marital status, pregnancy, military or veteran status or any basis protected by federal, state, and/or local law.

## **XVI. RIGHT TO REASONABLE MODIFICATIONS AND ACCOMMODATIONS**

- 1. Reasonable Modification to Existing Premises (see 24 CFR § 100.203)** – Applies to private owners participating in housing choice voucher programs or other tenant-based programs. Under the Fair Housing Act, it is unlawful for an owner to refuse to permit a person with a disability, at their own expense, to make reasonable modifications of existing premises occupied or about to be occupied by a person with a disability if such modification maybe necessary to afford the person with a disability full enjoyment of the premises. Under certain circumstances the owner may require the tenant to pay into an escrow account funds necessary to restore the interior of the unit to its original condition if the modification would interfere with the owner or next resident’s full enjoyment of the premises. An owner may require that a resident restore modifications to the interior of the unit.
- 2. Notice of Right to Reasonable Accommodation** - A Reasonable Accommodation is intended to enable a person with a disability to have equal access to and enjoyment of the housing programs administered by the Vermont Coalition of Runaway and Homeless Youth Programs (VCRHYP) through changes to either rules, policies or procedures. VCRHYP is obligated to make an accommodation that is reasonable, provided that doing so does not present an undue financial and administrative burden and has an identifiable relationship to the individual’s disability.

If Households have a disability and need:

- an exception, change or adjustment in our rules, policies, practices or services that would make it easier for Household to apply for or participate in our programs,
  - a change in the way we communicate with Household or give information,
- Household may ask for this kind of exception, change or adjustment, which we call a Reasonable Accommodation. If Household verifies their disability, and their request is reasonable and financially and administratively possible, VCRHYP will try to make the changes requested.

If Household needs assistance in making the Request for a Reasonable Accommodation, VCRHYP staff will be happy to provide help. VCRHYP will review the request and give an answer in 10 business days unless there is a problem getting all the information needed or unless Household agrees to a longer time. If VCRHYP denies an accommodation request, we will explain the reasons and the Household can give us more information if they think that will help.

Reasonable Accommodations may be requested through:

Phone: 1-802-229-9151  
Email: demo@wcysb.org  
Mail: Vermont Coalition of Runaway and Homeless Youth Programs, PO Box 627, Montpelier, VT 05601

## **XVII. HOUSEHOLD PRIVACY/ CONFIDENTIALITY**

1. Confidentiality of all Households in the program must be maintained. Information about a Household may only be shared outside the organization through a formal release signed, dated, and approved by the Household. The Household's information, address, or participation in the program can only be released with their written permission.
2. Landlords will not be privy to any personal information which may violate a Household's privacy, rights, and safety.
3. Information may be released without written permission under the following conditions:
  - a. A threat of harm to self or others
  - b. A subpoena, court order or legal statuteSponsor Agency staff should work with their Agency Supervisor if there is a situation that may require these kinds of releases.
4. Households have the right to use de-identified information or an alias in HMIS and choose not to complete HMIS database paperwork fully or partially.

## **XVIII. TERMINATION OF SUBSIDY ASSISTANCE TO HOUSEHOLDS**

Grounds for termination of assistance may occur in the following circumstances. Termination of any kind does not bar future assistance at a later date to the Household or any individuals therein:

1. **Household no longer requires assistance.** As Household income increases, the amount of the housing assistance payment decreases. If the amount of assistance provided is reduced to zero, a household may still receive supportive services through the 24<sup>th</sup> month after initial lease-up.
2. **Household chooses to terminate subsidy assistance.** The Household may request termination at any time.
3. **Household has used 24 consecutive months of Housing Assistance Payments.**
4. **Failure to provide consent:** VCRHYP must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a regular or interim reexamination of eligibility and income. Multiple attempts will be made to reach Household members prior to reexamination deadline.
5. **Household absence from the unit:** If a Household is absent from the unit for more than 90 consecutive calendar days for any reason, with no member of the Household residing in the unit, assistance will be terminated.
6. **Insufficient funding:** VCRHYP may terminate HAP contracts and service support funding if the funding available from HUD is insufficient to support continued assistance for Households in the program. VCRHYP will determine whether there is sufficient funding to pay for currently assisted Households. If the VCRHYP determines there is a shortage of funding, prior to terminating any HAP contracts, the VCRHYP will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the VCRHYP will terminate HAP contracts as a last resort. Prior to terminating any HAP contracts, VCRHYP will inform the local HUD field office. VCRHYP will terminate the minimum number needed in order to reduce HAP costs to a level within VCRHYP's annual budget authority.
7. **Violent or abusive behavior:** VCRHYP may choose to terminate if a Household member has engaged in or threatened violent or abusive behavior toward Sponsor Agency, VCRHYP or VSHA personnel; or has put other residents at risk. Abusive or violent behavior towards personnel and residents includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

8. **Termination of subsidy is different than eviction:** If a household is evicted from a unit, the Housing Assistance Payment will terminate, but Household remains enrolled in the program and may reengage in housing search, maintaining access to their rental subsidy.
9. **VAWA protections against termination:** The Violence against Women Act of 2013 explicitly prohibits considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such abuse.
10. **Method of termination:** Termination of assistance for a participant may include any or all of the following:
  - a. Terminating housing assistance payments under a current HAP contract,
  - b. Refusing to enter into a new HAP contract or approve a lease, or
  - c. Refusing to process a request for or to provide assistance under portability procedures.
  - d. Exiting Household from project and discontinuation of services.
11. **Alternatives to termination of assistance:**
  - a. **Change in Household Composition:** As a condition of continued assistance, VCRHYP may require that any Household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)]. As a condition of continued assistance, the Head of Household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit.
12. **Criteria for deciding to terminate assistance:**
  - a. **Evidence:** For violent activity, VCRHYP may terminate assistance if a preponderance of the evidence indicates that a Household member has engaged in the activity, regardless of whether the Household member has been arrested or convicted [24 CFR 982.553(c)]. VCRHYP will use the concept of the preponderance of the evidence as the standard for making all termination decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole show that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
  - b. **Consideration of circumstances:** VCRHYP is permitted, but not required, to consider all relevant circumstances when determining whether a Household's assistance should be terminated. VCRHYP will consider the following facts and circumstances when making its decision to terminate assistance:

- i. The seriousness of the case, especially with respect to how it would affect other residents' safety or property.
- ii. The effects that termination of assistance may have on other members of the Household who were not involved in the action or failure to act
- iii. The extent of participation or culpability of individual Household members, including whether the culpable Household member is a minor or a person with disabilities or a victim of domestic violence, dating violence, sexual assault or stalking
- iv. The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the Household's recent history and the likelihood of favorable conduct in the future
- v. While a record of arrest(s) will not be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity.

As part of its investigation, VCRHYP may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. VCRHYP may also consider:

- vi. Any statements made by witnesses or the participant not included in the police report
- vii. Whether criminal charges were filed
- viii. Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal
- ix. Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity
- x. Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property
- xi. In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family

**13. Terminations related to domestic violence, dating violence, sexual assault or stalking:**

VAWA provides four specific protections against termination of rental assistance for victims of domestic violence, dating violence, sexual assault or stalking.

- a. VAWA provides that VCRHYP may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to VCRHYP, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit.

- b. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim.
- c. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, or stalking.
- d. VCRHYP has the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.
- e. VAWA does not limit the authority of VCRHYP to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault or stalking so long as VCRHYP does not subject the victim to a more demanding standard than it applies to other program participants.

Likewise, VAWA does not limit the authority of VCRHYP to terminate the assistance of a victim of domestic violence, dating violence, sexual assault or stalking if VCRHYP can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance. HUD regulations define actual and imminent threat to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm.

In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize VCRHYP to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].
- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault or stalking
- Whether the threat is a physical danger beyond a speculative threat

- Whether the threat is likely to happen within a short period of time
  - Whether the threat to other tenants or personnel can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat
- f. If the participant wishes to contest VCRHYP's determination that they are an actual and imminent threat to other tenants or employees, the participant may do so as part of the appeal process.
- g. **Documentation of Abuse:** When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, VCRHYP will request that the individual provide documentation supporting the claim.

VCRHYP reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases VCRHYP and the Sponsor Agency will document the waiver in the individual's file.

14. **Terminating the Assistance of a Domestic Violence Perpetrator:** Although VAWA provides protection against termination of assistance for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives VCRHYP the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others" without terminating assistance to "or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant" [24 CFR 5.2009(a)].

This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if VCRHYP chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance. This means that VCRHYP must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family.

VCRHYP will terminate assistance to a family member if it determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the assistance of the remaining, nonculpable family members. In making its decision, VCRHYP will consider all credible evidence, including, but not limited to, a signed certification (form HUD-500665382) or other documentation of abuse submitted to VCRHYP by the victim in accordance with this section.

Upon such consideration, VCRHYP may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member. If the VCRHYP does terminate the assistance

of the culpable family member, it will do so in accordance with applicable law, HUD regulations, and the policies in this plan.

15. **Termination Notice:** Whenever a Household's assistance will be terminated, VCRHYP will send a written notice of termination to the Household and to the landlord. The notice will state the date on which the termination will become effective. This date generally will be at least 30 calendar days following the date of the termination notice, but exceptions will be made whenever HUD rules, other VCRHYP policies, or the circumstances surrounding the termination require. When VCRHYP notifies a landlord that a Household's assistance will be terminated, VCRHYP will, if appropriate, advise the landlord of their right to offer the Household a separate, unassisted lease.
16. **Hard-to-house populations:** Recipients and subrecipients that are providing temporary supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that a program Household assistance is terminated only in the most severe cases.

## **XIX. TERMINATION OF TENANCY BY PROPERTY OWNERS**

1. Termination of a lease is a matter between the owner and the Household; VCRHYP and the Sponsor Agency is not directly involved. All terminations must comply with Vermont Landlord/ Tenant law. See: <https://vtlawhelp.org/landlord-tenant-renter>
2. **Eviction:** The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit by instituting a court action. The Household is required to give VCRHYP a copy of any eviction notice. If the eviction action is finalized in court, the owner must provide VCRHYP with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following the court-ordered eviction.

Eviction from a unit will not automatically result in a Household's program termination unless eviction is related to any mandatory termination requirements listed above. However, serious and repeated evictions may result in program termination. Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated lease violations by the victim.

## **XX. APPLICANT APPEAL PROCESS**

1. **Informal Review:** Applicant Households have the right to disagree with, and appeal, certain decisions of VCRHYP or VSHA that may adversely affect them. The process for applicant appeals is called the “informal review.” Decision subject to informal review may include any or all of the following:
  - a. Denying or withdrawing a subsidy
  - b. Refusing to enter into a HAP contract or approve a lease
  - c. Refusing to process or provide assistance under portability procedures.
2. **Notice to the Applicant:** VCRHYP must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for VCRHYP’s decision, and must also state that the applicant may request an informal review of the decision, and how to obtain the informal review.
3. **Scheduling and Informal Review:** A request for an informal review must be made in writing and delivered to VCRHYP either in person, by first class mail, or by email by the close of the business day, no later than 10 business days from the date of VCRHYP’s denial of assistance. VCRHYP must schedule and send written notice of the informal review within 10 business days of the Household’s request.
4. **Informal Review Procedures:** The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person. The applicant must be provided an opportunity to present written or oral objections to the decision. To this end:
  - a. The VCRHYP Director and Washington County Youth Service Bureau’s Executive Director will serve as the Informal Review committee.
  - b. The committee will work with the applicant to schedule a review time that works for all parties.
  - c. Applicants may participate in the review through video conference, phone call, or in person.
  - d. VCRHYP will notify the applicant of VCRHYP’s final decision in writing, which will include a brief statement of the reasons for the final decision, within 10 business days of the Informal Review. In rendering a decision, VCRHYP will evaluate the following matters:
    - i. Whether or not the grounds for denial were stated factually in the notice to the family.
    - ii. The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.
    - iii. The validity of the evidence. VCRHYP will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that

there are grounds for denial, and the denial is required by HUD, VCRHYP will uphold the decision to deny assistance.

- iv. If the facts prove the grounds for denial, and the denial is discretionary, VCRHYP will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.
- e. If the decision to deny is overturned as a result of the informal review, processing for admission will resume.
- f. If the Household fails to appear for their informal review, the denial of admission will stand and the Household will be so notified.

## XXI. PARTICIPANT APPEAL PROCESS

1. **Informal Hearing:** Participant Households have the right to disagree with, and appeal, certain decisions of VCRHYP that may adversely affect them. The purpose of the Informal Hearing is to consider whether VCRHYP's decisions related to the Household's circumstances are in accordance with the law, HUD regulations and VCRHYP policies.

VCRHYP is not permitted to terminate a Household's assistance until the time allowed for the Household to request an Informal Hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- a. Refusing to enter into a HAP contract or approve a lease
  - b. Terminating housing assistance payments under an outstanding HAP contract
  - c. Refusing to process or provide assistance under portability procedures
  - d. A determination of the Household's annual or adjusted income, and the use of such income to compute the housing assistance payment
  - e. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the VSHA utility allowance schedule
  - f. A determination of the Household unit size under the Vermont subsidy standards
  - g. A determination to terminate assistance for a participant because of the participant's actions or failure to act
  - h. A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under these policies and HUD rules
2. **Notice to the Participant:** VCRHYP must give a participant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for VCRHYP's decision, and must also state that the participant may request an informal hearing of the decision, and how to obtain the informal hearing.
    - a. For decisions related to the Household's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the unit size, VCRHYP must notify the Household that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.
    - b. For decisions related to the termination of the Household's assistance, or the denial of a Household's request for an exception to VCRHYP's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the Household does not agree with the decision, the Household may request an informal hearing on the decision, and a statement of the deadline for the Household to request an informal hearing.
  3. **Scheduling and Informal Hearing:** A request for an informal hearing must be made in writing and delivered to VCRHYP either in person, by first class mail, or by email by the close

of the business day, no later than 10 business days from the date of VCRHYP's denial of assistance. VCRHYP must schedule and send written notice of the informal hearing within 10 business days of the Household's request.

The Household may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict with seriously affect the health safety or welfare of any members of the Household. Requests to reschedule a hearing must be made prior to the hearing date. VCRHYP may request documentation of "good cause" prior to rescheduling the hearing.

If the Household does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the Household must contact VCRHYP within 24-hours of the scheduled hearing date, excluding weekends and holidays. VCRHYP will reschedule the hearing only if the Household can show good cause for the failure to appear, or if it is needed as a reasonable accommodation.

4. **Pre-Hearing Right to Discovery:** Participants and VCRHYP are permitted pre-hearing discovery rights. The Household must be given the opportunity to examine before the hearing any documents that are directly relevant to the hearing.
  - a. Participants may request discover of VCRHYP documents no later than 12:00 PM on the business day prior to the scheduled hearing date. Electronic copies of documents will be shared through secure email. If a Participant would like physical copies of requested documents, VCRHYP will mail them through the US Postal System at expense to the Participant.
  - b. If VCRHYP does not make the document available for examination on request of the Household, VCRHYP may not rely on the document at the hearing.
  - c. VCRHYP must be given the opportunity to examine at the hearing location, before the hearing, any Household documents that are directly relevant to the hearing. VCRHYP must be allowed to copy any such document at VCRHYP's expense.
  - d. If the Household does not make the document available for examination on request of VCRHYP, the Household may not rely on the document at the hearing.
5. **Participants' Right to Bring Counsel:** At their own expense, the Household may be represented by a lawyer or other representative at the informal hearing.
6. **Informal Hearing Officers:** Informal hearings will be conducted by at least three officers including the VCRHYP Director, VCRHYP Assistant Director, Washington County Youth Program's (WCYSB) Associate Director, and WCYSB Executive Director, and in the case that all above parties have conflicts of interest, the Director of Housing Program Administration at the Vermont State Housing Authority.
7. **Attendance at the Informal Hearing:** Hearings may be attended by Hearing Officers, the participant and any witnesses for the participant, the participants' counsel or other representative, any other person approved by VCRHYP as a reasonable accommodation for a person with a disability.

8. **Conducting Hearings:** Hearings will be conducted by the VCRHYP Director unless there is a conflict of interest, in which case another approved Officer will be assigned. The Hearing Officer is responsible for managing the order of business and to ensure that the hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.
  
9. **Evidence:** VCRHYP and the Household will be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. Any evidence to be considered by the Hearing Officer must be presented at the time of the hearing. There are four categories of evidence.
  - a. **Oral evidence:** the testimony of witnesses
  - b. **Documentary evidence:** a writing which is relevant to the case, for example, a letter written to VCRHYP. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.
  - c. **Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the Hearing Officer, such as a model, a chart or other diagram.
  - d. **Real evidence:** A tangible item relating directly to the case.
  - e. **Hearsay Evidence** is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the Hearing Officer's decision.

If either VCRHYP or the Household fail to comply with the discovery requirements described above, the Hearing Officer will refuse to admit such evidence. Other than the failure of a party to comply with discovery, the Hearing Officer has the authority to overrule any objections to evidence.

10. **Hearing Officer's Decision:** The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the Household must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the Household.

In rendering a decision, the Hearing Officer will consider the following matters:

- a. *VCRHYP notice to the Household:* The Hearing Officer will determine if the reasons for VCRHYP's decision are factually stated in the Notice.

- b. *Discovery*: The Hearing Officer will determine if VCRHYP and the Household were given the opportunity to examine any relevant documents in accordance with VCRHYP policy.
- c. *VCRHYP Evidence to Support the Decision*: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The Hearing Officer will evaluate the facts to determine if they support VCRHYP's conclusion.
- d. *Validity of Grounds for Termination of Assistance* (when applicable): The Hearing Officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and VCRHYP policies. If the grounds for termination are not specified in the regulations or in compliance with VCHRYP policies, then the decision of VCRHYP will be overturned.

The Hearing Officer will issue a written decision to the Household no later than 10 business days after the hearing. The report will contain the following information:

- e. *Hearing information*:
  - i. Name of the participant;
  - ii. Date, time and place of the hearing;
  - iii. Name of the Hearing Officer;
  - iv. Name of the VCRHYP representative; and
  - v. Name of Household representative (if any).
- f. *Background*: A brief, impartial statement of the reason for the hearing.
- g. *Summary of the Evidence*: The Hearing Officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
- h. *Findings of Fact*: The Hearing Officer will include all findings of fact, based on a preponderance of the evidence. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole, shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- i. *Conclusions*: The Hearing Officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold VCRHYP's decision.
- j. *Order*: The hearing report will include a statement of whether VCRHYP's decision is upheld or overturned. If it is overturned, the Hearing Officer will instruct VCRHYP to change the decision in accordance with the Hearing Officer's determination. In the case of termination of assistance, the Hearing Officer will instruct VCRHYP to restore the participant's program status.

**11. Final Decision:** VCRHYP is not bound by the decision of the Hearing Officer for matters in which VCRHYP is not required to provide an opportunity for a hearing, decision that conflict with or contradict HUD regulations, requirements or are otherwise contrary to

federal, state, or local laws. If VCRHYP determines it is not bound by the Hearing Officer's final decision in accordance with HUD regulations, VCRHYP must promptly notify the Household of the determination and reason for the determination.

12. **Rehearing or Further Hearing:** The Hearing Officer may ask the Household for additional information and/or may adjourn the hearing in order to reconvene at a later date before reaching a decision. If the Household misses an appointment or deadline ordered by the Hearing Officer, VCRHYP's prior decision will take effect and another hearing will not be granted.

**Vermont Coalition of Runaway and Homeless Youth Programs,  
Youth Homelessness Demonstration Program,  
Rapid Rehousing Project**

**APPENDIX:**

1. Service Philosophy
2. Sample Lease
3. 2020 Vermont Payment Standards Schedule