

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

Administrative Plan- Updated August 2020

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## Overview

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 assistance administration policies and procedures in accordance with CoC regulations.

## I. PROJECT ELIGIBILITY

1. Youth heads of households must:
  - a. Be 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 gross adjusted income no more than 50% of the Area Median Income (AMI) as determined by HUD;
  - 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, homelessness must be verified but not be older than 14 days prior to the Award Letter and Subsidy Issuance; and
  - d. Be able to sign a one-year lease unless requirement is waived.
2. 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.
3. 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.
4. 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 OVERVIEW

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. See ***Coordinated Entry Guide for YHDP RRH and Joint Component Sponsor Agencies*** for more information about requesting a referral.
  - c. Referral is made from Lead Agency to Sponsor Agency within 5 business days of request for referral 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 Package (see below for details)***, 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 the next 10 business days. All attempts should be documented.
    - 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 requirements and enrollment process. See ***RRH Client Referral Meeting Guide***. Client will then choose to proceed with application process or decline.
      - If the household declines the program, they can still remain on the coordinated entry list. The Sponsor Agency should contact the Lead Agency to close the referral and request a new one.

- iv. Sponsor Agency must submit a completed 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
  - **RRH Application** with following supporting documentation:
    - Homelessness Verification**
    - Income Verification**
    - Asset Verification**
    - Certification of Disability IF NOT receiving SSI/ SSDI**
    - Release of Information and Applicant Certifications for each adult household member**
    - Documentation of deductions or allowances**
  - NOTE: while most properties will require some current form of identification to apply for an apartment, clients won't need an ID or Social Security number to be enrolled in the project.
- e. VCRHYP reviews Application Package for completeness and project eligibility within 3 business days of receipt.
    - i. If incomplete, VCRHYP works with Sponsor Agency to complete application.
    - ii. If complete, VCRHYP verifies initial program eligibility for homelessness status (which must and age eligibility. If found eligible, application is accepted.
  - f. If application is denied at any stage of review, VCRHYP sends **Notice of Ineligibility** letter to applicant through Sponsor Agency. **Notice of Ineligibility** will outline reason for determination and notify applicant of appeal process should they decide to appeal the decision. Applicants have 10 business days from the letter being sent to their Sponsor Agency to appeal. *See Section XXii, Applicant Appeal Process.*
  - g. Accepted applications are sent within two business days to Vermont State Housing Authority (VSHA) who completes the income eligibility verification and, if household is within eligible income limits, determines rent contribution and approved bedroom size. VSHA sends determination of income eligibility, rent/ bedroom determinations, and contact information for the assigned VSHA Field Representative to VCRHYP within 5 business days.
  - h. If household meets all eligibility criteria, VCRHYP sends an **Award Notice** and **Subsidy Contract** to the applicant through the Sponsor Agency Representative.

- i. Upon receipt of the **Award Notice**, the Sponsor Agency works with household and VSHA Field Representative to set up a **Tenant Briefing Meeting** (see *VCRHYP's Tenant Subsidy Contact Briefing Meeting Guide*) within 10 business days. During this mandatory meeting, the Sponsor Agency will present the **Subsidy Contract** which outlines household contribution towards rent (Total Tenant Payment), 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.
  - j. 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. The VSHA Field Representative will coordinate with Sponsor Agency and household to support the household's housing search.
  - k. After the **Tenant Briefing Meeting**, the Sponsor Agency must submit to VCRHYP a signed copy of the **Subsidy Contract** along with completed **HMIS Project Intake Assessment** for the primary applicant, each additional adult member, and the **Addendum for Parenting Households** for each child.
  - l. 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. Extensions need to be requested at least 30 days prior to subsidy expiration.
  - m. **To request a subsidy extension**, Sponsor Agency should send a formal request to VCRHYP no later than 14 days before subsidy expires. Request should be on agency letterhead and include information on what steps household has taken to engage in housing search and what barriers have prevented lease up. Extensions will be granted to 60 days, up to 4 extensions in a row may be requested after which a full eligibility recertification will need to be completed and passed to retain subsidy. If found ineligible at that time, the subsidy will close.
3. Once a unit is identified:
- a. When the household finds a suitable unit, the household must work with their Sponsor Agency, VSHA Field Representative, and the landlord to complete the **Request for Tenancy Approval** and the **Housing Quality Standards (HQS) Inspection Request** and submit to the VSHA Field Representative and VCRHYP, who also needs a copy of the unsigned lease for review.
  - b. VCRHYP will review the lease within 5 business days.

- c. VSHA will review the RTA and determine affordability, approve security deposit, and then conduct a Housing Quality Standards Inspection within 10 days of request through the assigned VSHA Field Representative. The Field Representative will work directly with the landlord to schedule the inspection and inform the Sponsor Agency of inspection date and outcome.
- d. ***If the unit passes the HQS Inspection***, a lease signing will be scheduled including the household, Sponsor Agency, and VSHA Field Representative.
  - i. VSHA will furnish two copies of the ***Housing Assistance Payment (HAP) Contract*** to the landlord for signing.
  - ii. The Sponsor Agency will ensure that the ***Occupancy Agreement*** and ***Tenancy Addendum*** are signed along with the lease. If there is a difference between any provisions of the ***Tenancy Addendum*** and any provisions of the owner's lease, the provisions of the ***Tenancy Addendum*** shall control.
- e. The Sponsor Agency shall provide a copy of all executed documents to VCRHYP.
- f. ***If the unit does not pass the HQS Inspection***, VSHA will notify the owner, the household and the Sponsor Agency that the proposed unit is disapproved for specified reasons.

If the conditions requiring disapproval are remedied on or before the date specified by VSHA, VSHA will conduct another HQS Inspection and unit will be approved or further guidance will be given around what additional maintenance would be needed for approval.

- g. Once the tenant moves in, the Sponsor Agency informs VCRHYP of the move-in date for HMIS entry, unless Sponsor Agency is also a CoC Lead Agency and VCRHYP is not doing YHDP data entry for them through agreement, in which case they will enter HMIS data themselves.

#### IV. HOMELESSNESS VERIFICATION DOCUMENTATION

HUD requires a good faith effort to attain third party documentation to verify eligible homelessness. Documentation must be obtained that verifies applicant is currently experiencing Category 1, 2 or 4 definitions of homelessness at the time of subsidy issuance (up to 14 days after a completed application is submitted).

##### **Order of Priority to Document Verification of Homelessness:**

- 1) Third-party documentation
- 2) Case manager observations
- 3) Self-certification from individual seeking assistance

##### **Examples of Third-Party Documentation:**

- HMIS data showing applicant is current staying in a shelter or transitional housing
- Statement from a relevant third-party, *can be Sponsor Agency if applicant is living in TH*
- Dated letter from property owner/ landlord stating that that applicant is no longer able to stay past certain date
- Discharge paperwork from hospital or institution
- Written referrals from other agencies such as law enforcement, emergency medical service
- Oral verification over the phone to case manager from outreach workers, law enforcement, emergency medical service
- Verification of Category 4 can include a letter from a victim service provider, social worker, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance, court records, law enforcement records, or written certification by the participant to whom the violence occurred

##### **Case Manager Observation and Client Self-Certification:**

- If third-party documentation is not obtainable, case managers can certify homelessness through observation of the current living situation if residing in place(s) not meant for human habitation and completion of the Habitability Verification on the following pages.
- If case manager observation is not viable, an applicant may self-certify by completing the Self-Certification form below, describing how they meet the definition, which must be accompanied by the case manager's documentation of the living situation and the steps taken to obtain evidence of support.

**NOTE:** Verification needs to show that applicant will be homeless at time of project enrollment, which can be anticipated to be within 14 days after submittal of completed application. However, if application approval is delayed due to verification complications, applicants may be asked to provide verification of homelessness again to ensure documentation covers date of project enrollment.

## V. INCOME AND ASSET VERIFICATION

1. VCRHYP and VSHA will use information provided in household's **RRH Application or Recertification** packet to verify income and assets for the purposes of determining Housing Assistance Payment and tenant income contribution. This verification will happen at program entry, upon reported changes to household income or composition as defined above, and at recertification. 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 household will need to submit income verification documentation 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
2. 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.
3. In the cases where upfront income verification, such as paystubs, is unavailable, insufficient, or contradicts applicant or tenant statements, project administrators will seek third-party verification by first requesting it directly from the applicant or tenant. If the applicant or tenant is unable to obtain sufficient documentation, project administrators will seek third-party verification directly with a release of information provided by applicant. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third party verification is not received in a timely fashion. Only after these methods are exhausted will an *applicant or tenant declaration* be utilized.

Project administrators may mail, fax, email, or hand deliver third-party written verification request and will accept third-party responses using any of these methods. Project administrators will send a written request for verification to each required source within 5 business days of securing a household authorization for the release of information and give the source 10 business days to respond in writing. If response is not received by the 11<sup>th</sup> business day, third-party oral verification will be requested.

Project administrators will make a minimum of two attempts, one of which may be oral, to obtain third-party verification through the applicant or tenant. A record of each attempt will be documented in the file. If the applicant or tenant is unable to comply with this request, project administrators will make a minimum of 1 attempt to contact the third-party source. All attempts (including no answer calls) and all contact with the source will be documented in the file. Regarding third-party oral verification, project administrators will record in the

household file the name and title of the person contacted, the date and time of the conversation or attempt, the telephone number used, and the facts provided.

When any source responds verbally to the initial and request for verification, project administrators will except the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third-party agrees to confirm in writing the information is provided orally, project administrators will wait no more than 5 business days for the information provided. If information is not provided by the 6th business day, project administrators will use any information provided orally in combination with reviewing household provided documents.

If information has been requested and the time frames for submission has been exceeded, project administrators will use the information from documents on a provisional basis. If project administrators later receive third-party verification that differs from the amounts used in income and rent determination and it is past the deadline for recertification, project administrators will conduct an interim recertification, regardless of annual recertification policy.

4. Third-party verification is not required in the following circumstances:
  - a. When legal documents are the primary source, such as birth certificate or other legal documentation.
  - b. Self-certification from a household will be accepted as verification of assets disposed of for less than their market value.
5. For verification of applicant or participant employment, the following is required: the applicant or participant must provide a minimum of 2 paystubs, covering at least one month of employment history. The paystubs must document the gross pay received.

In the case of new employment, the applicant- or participant-provided documentation must include at least the following information: rate of pay, number of hours worked per pay period, pay frequency.

If the applicant or participant has sporadic or seasonal income, is going to experience a change in pay, will be taking a leave of absence from employment, or in other cases where it is clear that the applicant or participant's last two paystubs would not accurately reflect their annual earnings, project administrators will seek third-party verification using prescribed forms directly from the employer.

If the household cannot provide original documents, VCRHYP will pay any service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the household. Postage and envelopes to obtain third-party verification of income, assets, and expenses are considered reasonable costs.

6. If third-party verification is not available or required, project administrators will use documents provided by the household as verification.
7. When information cannot be verified by a third-party or by review of documents, household members will be required to submit self-certifications attesting to the accuracy of the information they have provided to VCRHYP.

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

1. Households are allowed 120 days from issuance of subsidy, counted from the date the VCRHYP sent **Award Letter** and **Subsidy Contract**, to move-in.
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. Extensions should be requested at least 30 days before subsidy expiration, unless there are extenuating circumstances. If requesting less than 30 days prior to subsidy expiration, include a brief description of the extenuating circumstances.
  - b. 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.
  - c. Extension will be for an additional 60 days.
  - d. 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. 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.
3. A household may receive a total of 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.
4. 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 eligibility, but they would still need to be selected through the Coordinated Entry System for referral into the project again.

## VII. RENT DETERMINATION AND DEDUCTIONS

### Rent Determination

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.” *See Appendix.*
2. This project will use Vermont Payment Standards, determined and published by the Vermont State Housing Authority every December, for calculating rental assistance for approved unit size. The Vermont Payment Standard will serve as a guide for assessing affordability of housing units in served communities.
3. A household will need to contribute 30% of its adjusted gross income.
4. 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; economic 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.
5. Any student **financial assistance**, in excess of amounts received for tuition, that a person attending and institution of higher education received under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children.

For students over the age of 23 with dependent children, the full amount of student financial assistance is excluded from annual income. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education.

For a student subject to having a portion of their student financial assistance included in the annual income, third-party written verification of both the source and amount is required.

## Deductions

6. The following deductions/ allowances are used when calculating adjusted gross income:

- Dependent deduction for each dependent
- Elderly or disabled family care deduction
- Medical expense deduction
- Childcare expenses so that a member of the household can be employed or further their education

7. Documentation for deductions and allowances are required.

- a. **Dependent deductions:** See VSHA chapter 6 as appended for a full discussion of this deduction. VCRHYP must verify that any person under the age of 18 for whom the dependent deduction is claimed is not the head of household, spouse or cohead of the household and is not a foster child.
- b. **Elderly or disability documentation:** See VSHA chapter 6 as appended for a full discussion of eligibility for this deduction. For elderly/ disability household deductions, VCRHYP must verify that the head of household, spouse, or cohead is 62 years of age or older or a person with disabilities.

If applicant or participant receives SSI benefits, additional documentation will not be needed unless VSHA cannot verify through HUD's verification system. Household may be requested to provide a current benefits verification letter. If a household does not receive SSI but claims disability status, verification will be required from a third party such as a primary care health physician, mental health counselor or other knowledgeable professional.

- c. **Medical expense deduction:** See VSHA chapter 6 as appended for policies relating to medical expenses. The amount of deduction will be verified through:
  - i. Written third-party documents provided by the family, such as pharmacy printouts or receipts
  - ii. Evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months
  - iii. Written third-party verification forms if household documentation isn't available or acceptable
  - iv. If third-party or document review is not possible, written household certification as to costs anticipated to be incurred during the upcoming 12 months
  - v. Only qualified medical expenses will be deducted and household must be eligible for deduction
  - vi. Expenses must not be paid for or reimbursed by any other source
  - vii. Costs included in the past years are only counted once

- d. **Child care expense deduction:** See VSHA chapter 6 as appended for policies relating to child care expenses. VCRHYP must verify that:
- i. The child is under the age of 13 and eligible for care
  - ii. The costs claimed are not reimbursed
  - iii. The costs enable a family member to pursue an eligible activity, including seeking work, furthering education, or being gainfully employed
  - iv. The costs are for an allowable type of child care (childcare cannot be provided by another assisted household member who are expected to reside in the unit)
  - v. The costs are reasonable

## VIII. INCOME OR HOUSEHOLD COMPOSITION CHANGES AND ADJUSTMENTS

1. All income or household composition changes must be reported to VCRHYP within 30 days through completion of the **Recertification Form**. Income refers to both earned wages and entitlement program payments such as Reach Up or SNAP benefits.
2. For income recertifications for increases in income:
  - a. Households who enter with no income who are reporting their first increase in income may receive a recalculated Housing Assistance Payment and increased tenant payment.
  - b. For all other households reporting Increases in income in the first year, reports will not result in increased tenant contributions to rent.
3. For income recertifications for decreases in income:
  - a. Households should report any decreases in income within 30 days
  - b. Households' tenant contribution determination will be reassessed to assure they are not paying more than 30% of their adjusted gross income to rent.
  - c. Decreases in income at any time in program enrollment will result in recalculation and potential adjustments to household's tenant contribution.
4. Households adding or removing household members:
  - a. If adding adult members, income and asset verification documentation will need to be provided with the recertification, along with a **HMIS Intake Assessment**.
  - b. If adding children, the **Parenting Household HMIS Addendum** will need to be completed for each child.
  - c. If removing household members results in a change in household income, the recertification will also need to include updated income and asset verification documentation.
5. A household's income contribution will be reviewed annually, 12 months after initial lease-up, through the annual recertification process.
6. If, during recertification, a household is determined to be over income eligibility (50% AMI), they will continue to remain eligible for this RRH project for another 6 months. Their HAP payment may be determined to be \$0 and the household will be responsible for the entire rent amount, but they may remain in the unit, retain their subsidy, and continue to receive case management supports. Another income certification will be requested in 6 months and if still over income, the subsidy will close and they will be exited from the program.

## **IX. UTILITY ALLOWANCE**

1. VCRHYP adopts VSHA's Single Family Utility Allowance schedule, included in appendix. Utilities and other services are included in gross rent, and when they are not furnished by the owner, an allowance will 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 so they may pay utility providers directly.

## **X. 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 award notice.
- 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 members 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 member if both the family member and the youth are unrelated to the property owner or landlord. Both the family member 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.

## XI. 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 unless otherwise waived
  
2. **Move-in costs:** Rental subsidies may pay move-in costs including first and last month's rent and a security deposit.
  - a. Security deposits may be an equivalent of up to 2 month's rent provided the landlord asks that of all tenants and it is no prohibited in the rental area.
  - a. Security deposits, minus any portion a landlord retains 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 deposit 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 to pay a landlord for damages, not to exceed one month's rent, due to participant action. Payment is allowed 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. Landlord request must be submitted to VCRHYP, who will approve or deny and inform VSHA.

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. Sponsor Agency should communicate with VCRHYP, who will approve vacancy payments and inform VSHA.

## **XII. SERVICE AVAILABILITY AND DELIVERY**

1. Sponsor Agencies must offer a minimum of one (1) hour-long case management meeting per month to a household. Best practice service delivery will cater to a household's needs and Sponsor Agencies will be available to meet more frequently, if necessary, to support attainment of participant goals.
2. A Housing Plan of Care 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 or exited due to being over income.

### **XIII. 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 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 30 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 Security deposit
- b. Pays agreed upon Housing Assistance Payment to landlord on time every month.
- c. Reports monthly HAP payments to VCRHYP by the 15<sup>th</sup> of the following month.
- d. Conducts annual and interim recertification rent calculation based on income assessment completed by Sponsor Agency and submitted to VCRHYP.

#### **XIV. 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 and supporting documentation
- c. Release of Information + Certifications for all adult members of the household
- d. Housing Plan of Care

**2. VCRHYP:**

- a. RRH application and supporting documentation
- b. Homelessness verification
- c. Release of Information + Certifications for all adult members of the household
- d. Subsidy award letter and signed subsidy contract
- e. Copy of the signed lease

**3. VSHA:**

- a. Income Verification
- b. HQS Inspection Report
- c. HAP contract
- d. HAP payment, security deposit, and vacancy payment details (reported to VCRHYP monthly)

## **XV. PORTABILITY**

1. If a household wants to move after they have been awarded a subsidy, they may use their RRH subsidy to lease another unit anywhere in the Vermont Balance of State Continuum of Care service area (all of Vermont excluding Chittenden County), provided another Sponsor Agency can support them in that new region.
  - a. VCRHYP should be notified if a household would like to move in advance and will help secure a new Sponsor Agency who will assist in housing search in the new county.
  - b. Breaking a lease is not encouraged, but will not make portability unallowable.
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 in and outside of Vermont, including Chittenden County, prior to a new Sponsor Agency being identified, but VCRHYP should be notified as soon as possible.

**XVI. 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.

**XVII. 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](#).

**XVIII. FAIR HOUSING**

The Rapid Rehousing System abides by Fair Housing Act 42 U.S.C. §§ 3601-19. The Rapid Rehousing Program will not discriminate against 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.

## **XIX. 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 may be 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, or
- 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

## **XX. 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 statute

Sponsor 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 paperwork fully or partially.

## XXI. 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 for up to six months and their subsidy will still be available to them if they have decreased income during that time. After 6 months, an interim recertification would be completed. If they are still found income ineligible at that time, their subsidy will be closed but they may receive an additional 6 months of case management support through their Sponsor Agency.
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. **Fraud or Omission:** If the household provides false or fraudulent information on applications or recertifications, intentionally omits information or does not report changes within 30 days, assistance may be terminated.
6. **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.
7. **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, 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, 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.

8. **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.
9. **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.
10. **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.
11. **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,
  - c. Refusing to process a request for or to provide assistance under portability procedures, or
  - d. Exiting household from project and discontinuing services.
12. **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.
13. **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

**14. 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.

**15. 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.

16. **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.
17. **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.

## XXII. 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 are 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.

### XXIII. 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 an 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.

## XXIV. 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 which seriously affects 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 discovery 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 five 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 VCRHYP 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**

**APPENDICES:**

1. Service Philosophy
2. Sample Lease
3. 2020 Vermont Payment Standards Schedule
4. VSHA Administrative Plan Chapter 6, Income and Subsidy Determinations
5. Utility Allowance Schedule