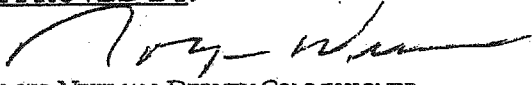




NYC Department of Homeless Services

Procedure No. 05-500

<u>SUBJECT:</u> Housing Stability Plus Procedure	<u>APPLICABLE TO:</u> DHS and HPD families with children, adult families and single adults with active public assistance cases	<u>EFFECTIVE DATE:</u> September 12, 2005
<u>ADMINISTERED BY:</u> NYC DHS- DIVISION OF FAMILY SERVICES		<u>APPROVED BY:</u>  ROGER NEWMAN, DEPUTY COMMISSIONER FAMILY SERVICES

FORMS TO BE USED

- Form 1: Housing Stability Plus Client Notice of Eligibility
- Form 2: Housing Stability Plus Application
- Form 3a: Housing Stability Plus Client Statement of Understanding
- Form 3b: Housing Stability Plus Landlord Statement of Understanding
- Form 4: Housing Stability Plus Schedules
- Form 5: SSI and Income Contribution Worksheet
- Form 6: Public Assistance Single Issuance Authorization Form
- Form 7: Agreement to Repair and Verification of Repair Form
- Form 8: Housing Stability Plus Rider to the Lease

PURPOSE

To provide the resources for families with children, adult families and single adults to access and afford suitable permanent housing.

DESCRIPTION

This program will assist families and individuals residing in all New York City shelters. It will provide a flexible rental assistance option to allow families to identify appropriate housing. The rental supplement will be available to all families with at least one active public assistance case (receiving public assistance cash grant) at the time of lease signing.

In addition, a Demonstration Project has been implemented for two years, which provides a rental supplement for adult singles and households without dependent children. This project allows up to 1,000 eligible participants per year to receive a rent supplement.

INSTRUCTIONS

Eligible families residing in DHS shelters are required to participate in the Housing Stability Plus rental assistance program and are required to seek out appropriate apartments consistent with Client Responsibility.

PART I: CRITERIA FOR ELIGIBILITY

A. Client Eligibility

In order to be eligible for the rent supplement, a household must:

1. Meet Length of Stay standards, as determined by DHS, HPD and HRA.
 - a. Families with minor children in DHS shelters – 90 consecutive days
 - b. Families of six or more – no minimum length of stay requirement
 - c. Families with minor children in HPD shelters – 30 consecutive days
 - d. Families with minor children, with NOVA case in DHS shelters – 42 consecutive days, unless previously certified by an HRA DV shelter (If family leaves HRA DV shelter for a DHS shelter after 42 days, that time period will be honored towards minimum length of stay requirements of 42 days in DHS shelter)
 - e. Adult singles, couples or families without minor children in DHS shelters – 270 days total out of 365 days
2. Have at least one family member with an active public assistance case and no member of the household sanctioned at the time of lease signing.

If a family with minor children qualifies for the rent supplement:

1. The family is required to complete a Housing Stability Plus application and sign a statement of understanding.
2. DHS is authorized to pay the pro-rated month's rent (if applicable), the first three month's rent, a one-month security deposit, and broker's fee (if applicable). [See Form 4: Rent Supplement Schedules]. If there is a SSI contribution, the family is obligated to contribute 30% of the non-PA income to the rent, or a pro-rata share of the rent, whichever is less. DHS will include the 30% or pro-rata portion of the rent (the family's contribution amount) in the pro-rated amount and the security deposit, but not in the first three month's rent. The Plus program tenant is responsible for paying their contribution of the rent, starting on the first full month of residence, directly to the landlord.
3. HRA will continue to pay a shelter allowance, as long as all eligible family members remain non-sanctioned and active on PA.
4. HRA will continue to pay a rent supplement for a period of five years, as long as the family remains non-sanctioned and active on PA. The rent supplement will be reduced by 20% each year after the first year and the family will be required to make up the difference [See Form 4: Rent Supplement Schedules].

If an adult without minor children qualifies for a rent supplement:

1. The adult must be referred to the program by a Housing Specialist or Case Manager from their shelter and assessed as appropriate for the program, ie., meets eligibility criteria and is employable.
2. The Housing Specialist or Case Manager must submit an Adult HSP Referral Form with the HSP application and Statement of Understanding, which assesses housing history, barriers to self sufficiency, aftercare needs and the client's ability to live independently.
3. Adult clients cannot self apply to the program.
4. All other terms under the previous section regarding families with minor children qualified for the rent supplement likewise apply to adults.

B. Criteria for Eligible Permanent Housing

1. The rent supplement can be used for two types of housing:
 - a) Private apartment where the family is the primary tenant. The rental allowance and supplement are paid directly to the landlord.
 - b) Shared living arrangement in which someone other than the family receiving the supplement is the primary tenant and leaseholder of the apartment. The rental allowance and supplement are paid directly to the primary tenant. The primary tenant cannot have an open PA case.
2. Families must search for and secure housing within the five boroughs. Rental assistance cannot be used outside the City of New York.
3. All apartments must be inspected by DHS. If DHS notes problems with the condition of the apartment, the landlord will be required to submit an Agreement to Repair and Verification of Repair Form stating that the repairs have been made. This form must be submitted as part of a lease signing package [See Form 7: Agreement to Repair and Verification of Repair Form]. DHS reserves the right to re-inspect apartments in order to verify that repairs have been made.

C. Payment of Rental Supplement

1. If a family is the primary tenant, the rent allowance and supplement will be directly paid to the landlord up to the maximum allowable rent with supplement.
2. If a family relocates into an apartment with a non-PA primary tenant and apartment leaseholder, the Plus program family will be eligible to receive a rent supplement up to the maximum allowable rent according to the Program rules, or the actual rent level for the primary tenant, whichever is less. The two parties may agree upon a rent amount lower than the maximum allowable rent or the actual rent. The primary tenant will not receive the advance three-month payment of rent.
3. All payments for Housing Stability Plus are made directly to the landlord, or primary tenant in the case of a shared living arrangement.
4. Primary tenants receiving rent from a Plus Program family will be responsible for reporting income and paying any applicable taxes.
5. Each household member not in receipt of public assistance and who has income (for example, SSI) must contribute 30% of his or her income to the rent, or a pro-rata share of the rent, whichever is less. [See Form 5: SSI contribution worksheet]
6. Household members with non-public assistance income that requires a contribution to the rent (for example, SSI) must begin contributing their portion of the rent at the beginning of the first full month of the lease, and at the beginning of every month thereafter. DHS will pay the pro-rated portion of the rent, including any household contributions, at lease signing, but will not cover a client's share in the advanced payment of three month's rent.
7. SSI contributions, when added to a rent supplement, cannot exceed the maximum rent amount for that family size (PA recipients and recipients of non-PA income). If the rent amount exceeds the maximum rent for that family size when a SSI contribution is added, the Housing Stability Plus rent supplement will be reduced accordingly to correspond to the rental amount maximum corresponding to the number of members in the household according to the Plus program rent schedule.. (See Form 4)

PART II: WORKLOAD TASKS AND RESPONSIBILITIES

A. ENROLLMENT

DHS shelter social service and housing staff must meet with every eligible family to enroll them in the rental assistance program.

Shelter Staff will:

1. Interview eligible families.
2. Provide families with information about Housing Stability Plus.

Complete application form and Statement of Understanding [Forms 2 and 3] for Housing Stability Plus and submit them to DHS Office of Rehousing (OOR).

For adults and adult families, Adult HSP Referral Form must be submitted with the HSP application and Statement of Understanding. All completed housing packets for singles are to be submitted to: 33 Beaver Street, 15th Floor, NY, NY, 10004 Attn: HSP Coordinator. No faxes will be accepted.

If the head of household or single adult refuses to participate in the program and there are no other housing options available, the shelter worker should recommend a sanction as per Client Responsibility. Shelter staff, as part of their case management, should encourage families and individuals to reconsider their participation.

B. DHS OFFICE OF REHOUSING PROCESS: Client and Landlord Application and Lease Signing Procedure

OOR staff will be available to assist with questions regarding application and lease signing process.

Client Application Process:

1. Submit completed application and Statement of Understanding forms to the OOR Application Unit
 - a. Clients will be certified for Housing Stability Plus based on their public assistance status. Families must have an **active, non-sanctioned** public assistance case and must be in receipt of a cash grant from public assistance.
 - b. The amount of the rent supplement is determined based on the number of family members with **active, non-sanctioned** public assistance.
 - c. Client Notices of Eligibility will be faxed/ mailed / e-mailed to the housing specialist [See Form 1: Client Notice of Eligibility].
2. OOR will keep original application form in a file.

Apartment Enrollment Process:

1. Landlord or broker calls the OOR registration hotline number (212-261-6611, 6612, 6613, 6614) and registers the apartment.
2. Once the apartment has been registered, the apartment information will be given to the Clearance Unit who will review any current building violations or vacate orders. If the apartment/landlord meets the clearance criteria, the apartment will be "cleared".
3. Following clearance, the inspection unit will conduct an inspection of the apartment. The apartment will be inspected one time by DHS, in most circumstances. If the apartment does not meet DHS standards, the landlord will be required to make all repairs prior to the lease-signing date, sign a notarized Agreement to Repair and Verification of Repair Form [See Form 7] that states that needed repairs have been made and present it when a link has been made with an HSP eligible tenant. DHS reserves the right to fail any apartments and to re-inspect any apartments.

Shelter Notification of Available Apartments:

1. DHS will distribute a list of inspected apartments to the shelters each week.
2. Shelter workers can use this list to assist families in locating apartments. (Adult shelters receive an updated list of inspected apartments every two weeks)
 - a. Shelter workers are not restricted to this list and are encouraged to use all available means to assist clients in locating apartments.

Lease Signing Process:

1. Client will select the first suitable apartment that s/he views.
2. Once the client and landlord have agreed to sign a two year lease, the landlord or broker should contact the OOR Lease Signing Unit to schedule a lease signing date. The following forms must be submitted:
 - a. Apartment linking sheet
 - b. Landlord's W9 form; substitute W9 form
 - c. Landlord's Statement regarding the use of a broker
 - d. Copy of broker's license and broker's request for fee
 - e. Agreement to Repair and Verification of Repair Form, if applicable
 - f. Deed
 - g. Authorized letter if more than one landlord is named on a deed
 - h. Client Notice of Eligibility
 - i. HSP application
 - j. Landlord Statement of Understanding
3. OOR Lease Signing Unit will verify that the client's public assistance case is active and non-sanctioned, client is receiving a cash grant from public assistance and that the rent for the apartment is appropriate for the family. If the requested rent exceeds the amount of rental assistance the family is entitled to, a lease signing will not be scheduled. If the client's public assistance case has pending actions against it that may lead to sanction, DHS will notify the client's shelter. DHS may still schedule a lease signing date, but reserves the right to wait until the pending action has been resolved.
4. If a problem arises with the case (either public assistance or excessive rent requests) the OOR Lease Signing Unit will contact the housing specialist.
5. OOR lease signing unit will schedule a lease signing date and contact the housing specialist and the landlord. Both the client and the landlord (or landlord's representative) must be present at lease signing. A landlord's representative must provide notarized authorization in order to sign for and pick up checks.
 - a. Both landlord and tenant must sign a standard two-year lease and must also sign the Housing Stability Plus rider to the lease [See Form 8: Housing Stability Plus Rider to the Lease].
 - b. The landlord and tenant must agree that in the event of any conflict between the provisions of the Rider and the Lease, the provisions of the Rider shall prevail.
 - c. If apartment had repair problems, Agreement to Repair and Verification of Repair Form (stating needed repairs have been made) must be submitted by lease signing date. A copy of the Agreement to Repair and Verification of Repair Form will be given to the client at lease-signing. If repairs have not been made, client should contact the Quality Assurance Unit.
 - d. The tenant will complete and receive a copy of the Tenant Reminder of Important Payments.
 - e. Pro-rated rent, a security deposit, three full months rent and broker's fee will be distributed at lease signing. (see following section for more information about payments). If a family member receives SSI (or other non-public assistance income that requires a rent contribution), DHS will include the SSI (or other non-public assistance income) contribution in the security deposit and pro-rated rent, but will not include it in the three month's advanced rent.
 - f. Based on the family's composition, a furniture check will be given to the client if needed. The check will be used only for the purchase of necessary furniture.
 - g. Landlord will provide the client with keys to the apartment on the lease signing date.
 - h. DHS' Intensive Case Unit (ICU) will schedule a moving date with the family at lease signing to move the family's belonging to their new apartment. Necessary furniture must be purchased by the scheduled moving date.
 - i. ICU will not reschedule moves.
 - ii. Families have the option to self move.

Quality Assurance/CMFT:

1. DHS' Quality Assurance staff will assist clients and landlords with issues that may arise after the client signs a lease for a Housing Stability Plus apartment.

2. If there is a problem with the client's public assistance case (sanctioned, closed, or incorrect budgeting), Quality Assurance will refer the case to DHS' Case Management Field Team (CMFT). CMFT will work with HRA and the client to resolve the case, and will report back progress to the Quality Assurance staff.
3. If there are landlord/tenant issues, Quality Assurance will work to resolve the problem. If appropriate, Quality Assurance may refer the case to DHS' Office of Advocacy or the Prevention/Aftercare Unit.
4. HRA will send a daily report to DHS, showing detailed information about every Housing Stability Plus client's public assistance case. The report will include a family's public assistance status, any pending actions against the family's case, the amount of money the family is budgeted for, and the amount of money the landlord is receiving. The report will be sent to CMFT, where problem cases will be identified and resolved. CMFT will work with landlords, clients, HRA, and other divisions within DHS to whatever degree necessary to successfully resolve each case.

A weekly report is sent out to all adult shelters and Shelter Analysts regarding the following:

1. HSP Detailed Tracking and Status Report: A list by shelter of all HSP applications received, details of client certifications and denials and reasons.
2. HSP Certified Clients Without Leases: A list by shelter of all certified clients to date in receipt of letters of certification who have not yet signed leases
3. Weekly Adult Moveout Report: A list of all certified clients with scheduled lease signing and moveout dates.

C. DHS DATABASE SYSTEM MONITORING

1. The SCIMS database system tracks single adults. Exit code (10) is entered for each single adult confirmed as having left the shelter under the HSP program.
2. The CTS Monitor will enter the appropriate exit code (94) - "Housing Stability Plus" into CTS for each family confirmed as having left the shelter.
3. The OOR staff will produce a weekly transmittal sheet, documenting all move outs, and will forward this list to HRA.

D. CRITERIA FOR PAYMENT OF BROKER'S FEES

ORR staff will issue a fee to the broker for services rendered for assisting landlord and/or tenant with the rental process.

1. Brokers will receive a payment of fifteen percent of the annual rent.
2. If broker is present at lease signing, broker will receive payment at that time. Otherwise, payments will be mailed to broker following lease signing.

E. FIRST THREE MONTHS RENT PAYMENT TO LANDLORD

1. OOR will issue the prorated rent based on the date the tenant signs a lease. DHS will also pay the full amount of rent for the one-month security deposit and the following three months, minus any SSI or income contribution.
2. OOR staff will send tenant information to HRA - Office of Central Processing (OCP) to appropriately budget the case and transfer the case to the appropriate Job Center that will assume responsibility of future payments.

F. DE-LEASING

Housing Stability Plus tenants and landlords are considered legally bound to the provisions of a signed standard two-year lease and HSP rider to the lease. After a lease is signed and before the two-year time period has

elapsed, requests for a de-lease from either the landlord or tenant will be considered only if good cause is determined by DHS. Good cause will be considered if the following documented proofs are presented:

- i. Documented apartment repairs, health and safety or other compelling issues that render the apartment unfit; as determined by DHS;
- ii. Material violations of obligations set forth under the lease and/or rider to the lease, including any failure of the landlord to have completed the repairs referred to in the HSP Verification of Repair Agreement executed by the landlord within 30 days;
- iii. Family's demonstrated inability to pay the non-PA portion of the rent;
- iv. Authorized city agency or court-ordered vacate notices

If good cause, which is at the discretion of the Agency, is granted, transfer to another apartment will result. Clients residing in the shelter will be directed to locate another unit, while clients living in the apartment to be de-leased will contact the same broker who previously assisted them to locate another unit.

If the client chooses to move, the new apartment must be inspected and registered with DHS. DHS and HRA will pay a broker's fee and security deposit only on a case-by-case basis. The administering agencies will not pay prorated or three month's rent in advance.

DHS reserves the right to recoup any security deposits, broker fees, and/or pre-paid rent payments from landlords and/or brokers if an early termination of the lease results due to material violations of obligations on the part of the landlord and/or broker.

If good cause is not granted and the apartment is deemed suitable by the administering agency, the client will be encouraged to remain. Those clients still residing in shelter will be prompted to relocate to the apartment in question or face possible client responsibility sanction. Agency will assist clients already residing in said apartment in addressing issues, including, but not limited to, referrals to mediation social services, prevention and aftercare services.

Clients who choose to relocate will do so without the direct assistance of DHS. To remain in the HSP program, clients must locate and move to an inspected and registered HSP unit and will be responsible for all brokers' fees, security deposits and other fees, if required. HSP rent levels and all program parameters will be applicable and HRA will continue paying shelter allowances and HSP rent supplements according to the annual step-down schedule, provided eligibility is maintained.

PART III: DEPARTMENT OF HOMELESS SERVICES NOTIFICATION TO HRA

Once OOR forwards the tenant information to HRA – Office of Central Processing (OCP), HRA assumes responsibility for payment of rental allowance, rent supplement and monitoring the family for compliance with PA rules.

A. Notification Process to HRA

1. Once a family has signed a lease for an HSP apartment; OOR will notify HRA OCP with information regarding the family's revised budget and new address. [See Form 6: Public Assistance Single Issuance Authorization Form]
2. The following information and/or documents must be transferred to HRA:
 - a) Client Notice of Eligibility
 - b) Housing Stability Plus Statement of Understanding
 - c) Copy of completed and signed apartment lease
 - d) Rider to Lease
 - e) HSP Lease information
 - f) Copy of completed DHS inspection Sheet

- g) Notarized HSP Repair Agreement (when inspection sheet indicates repairs are needed)
 - h) W-163D
 - i) W163 (face)
 - j) History Sheet with Check Issuance Code (form DHS-B)
 - k) DHS Confirmation of program eligibility, which will include:
 - Statement of total rent to be paid by HRA (PA level rent plus supplement)
 - Amount of the rent supplement
1. Client will be given copy of lease, rider to lease. The client will be informed that DHS will send the documents to HRA.
 2. HRA will enter the family information (including new address) into Welfare Management System (WMS)

B. Additional Provisions For DHS and HRA Procedure

1. Provisions have been made stating that a family may return to the Housing Stability Plus program within six months of leaving the HSP program if at any point their PA sanctioned or closed case is re-opened or if the family does not need to utilize the supplement for designated periods of time (e.g.: family members become employed and then unemployed, or family comes into compliance). A return to the program cannot take place more than six months after participation ends.
2. Subject to State approval, if a participating family loses their "family with dependent children" status during the 5 year time period, (e.g. youngest child turns 18 years old), that family will still be eligible to receive the Housing Stability Rent Supplement, provided the members of the family remain "active" on public assistance. Also, if a child enters foster care and the plan is reunification, the family remains eligible for rental assistance, in accordance with HRA procedure regarding temporary absences.

C. Authorization

1. A family will remain eligible for the program's rent supplement for five years. In order to continue to receive the rent supplement clients must be active on PA for the entire five years.
2. A family must comply with PA obligations as mandated by HRA.
3. A family must submit appropriate documentation to HRA for re-certification of their PA status as is consistent with HRA policy.
4. A family must notify HRA of any address change through their Job Center or risk losing the rent supplement subsidy.
5. A family must notify HRA of any change in income or family composition through their Job Center. The rent supplement will be adjusted accordingly.
6. If a family relocates to another apartment during the five-year period of their participation in the Housing Stability Plus program, the amount of the rent supplement may be adjusted based on the rent of the new unit, up to the maximum rent applicable to the apartment.

PART IV: PROGRAM TRACKING AND REPORTING TO THE STATE

1. DHS will track application submission and certification dates in the Client Tracking System (CTS)
2. Lease signing information will be entered into OOR's Rehousing Computer Application
3. DHS will work with HRA, ACS and HPD to produce a monthly report to the State Office of Temporary and Disability Assistance (OTDA). The report will track monthly progress and cumulative totals of the following:
 - a. Number of DHS families currently certified for HSP
 - b. Number of DHS adult families currently certified for HSP
 - c. Number of DHS adult singles currently certified for HSP
 - d. Number of HPD families currently certified for HSP
 - e. Number of HRA/DV families currently certified for HSP

- f. Number of HRA/DV adult singles currently certified for HSP
- g. Number of ACS families currently certified for HSP
- h. Total number of clients currently certified for HSP
- i. Number of DHS homeless families who moved into HSP permanent housing
 - i. DHS families in DHS shelter
 - ii. DHS families in HPD shelters
 - iii. DHS adult families
 - iv. DHS adult singles
- j. Number of HPD homeless families who moved into HSP permanent housing
- k. Number of HRA/DV homeless families who moved into HSP permanent housing
- l. Number of HRA/DV adult singles who moved into HSP permanent housing
- m. Number of ACS families who moved into HSP apartments
- n. Total number of clients moved under HSP
- o. Total number of families receiving HSP supplements during reporting month
- p. Average supplement amount per family



NYC Department of Homeless Services

Robert V. Hass
Commissioner

Fran Winter
First Deputy Commissioner

Roger Newman
Deputy Commissioner
Family Services

Rick D. Chandler, P.E.
Assistant Commissioner
Housing and Policy Placement
Family Services

MEMORANDUM

TO: Brunella Johnson, Director
Quality Assurance Unit Staff

FROM: Rick D. Chandler *Rick Chandler*

DATE: August 21, 2006

SUBJECT: De-Leasing/ Transfer Policy

DEPARTMENT OF HOMELESS SERVICES DE-LEASING/TRANSFER POLICY

PURPOSE: To provide guidelines to staff on addressing De-leasing and Transfer requests in a consistent manner; to offer other agencies guidelines and direction when assisting clients.

Housing Stability Plus tenants and landlords are considered legally bound to the provisions of a signed standard two-year lease and HSP rider to the lease. After a lease is signed and before the two-year time period has elapsed, requests for a de-lease will be considered only if good cause is determined by DHS. Good cause will be considered if the following conditions exist and documented proof is presented:

- I. Clients who still reside in the shelter and experience the following conditions may be de-leased from the apartment:
 - Material violations of obligations set forth under the lease and/or rider to the lease, including any failure of the landlord to have completed the repairs referred to in the HSP Verification of Repair Agreement executed by the landlord, within a reasonable amount of time.
 - Documented apartment repairs, health and safety issues that deem the apartment unfit as determined by authorized city agency.



If good cause is granted, client will be directed to locate another apartment. All monies distributed at lease signing will be requested to be reimbursed via the Lease Signing and Office Management Units.

If good cause is not granted and apartment is deemed suitable by the administering agency, the client will be encouraged to relocate from the shelter to the apartment or face possible client responsibility sanction. DHS will assist client with addressing issues, including, but not limited to, referrals to mediation social services, Prevention Contractor and aftercare services, if eligible.

II. Clients who have moved into the apartment and experience the following conditions may be de-leased from the apartment and transferred to another apartment:

- Authorized city agency or court ordered Vacate notice.
- Illegal conversion.
- HPD violation reporting positive lead paint results found in the apartment, and a child seven (7) years or under resides in the apartment and an accompanying verifiable doctor's note stating there is a health issue related to elevated lead levels in said resident. The HPD lead adjudication process must be exhausted before a transfer will be considered.
- Documented apartment repairs, health and safety issues that deem the apartment unfit as determined by an authorized city agency

If good cause is granted, a transfer to another apartment will be facilitated. Reimbursement of monies distributed at lease signing will be determined on a case-by case basis if the three months advanced rent has not been entirely utilized and will be requested to be reimbursed via the DHS Lease Signing and Office Management Units.

For direction for Domestic Violence and ACS cases please refer to Section IV. and Section V.

The procedure to be followed if good cause is determined:

- i. The landlord of the new apartment to contact DHS to register apartment, schedule an inspection and facilitate a lease signing.
- ii. Financial assistance will be provided by DHS with one month security, a broker fee equal to one month's rent, if applicable, and first month rent.
- iii. In the case of a de-lease due to lead paint, the new apartment must be verified as having no lead paint in the selected apartment as per the HPD violation report. The new landlord must be in full compliance with Local Law 1/2004. The landlord must provide notice about owner responsibility with accompanying pamphlet informing occupant about lead with lease.
- iv. The prorated rent amount and three (3) month's advance rent will not be paid.
- v. The client will not receive furniture funds.
- vi. Move service will not be provided. The client is required to seek funding from an HRA Job Center for required move services. However, Office of Rehousing manager reserves the right to offer moving services as he/she deems necessary under extenuating circumstances.

If good cause is not granted, the client will be encouraged to remain in the apartment. DHS will assist the client with addressing issues, including, but not limited to, referrals to mediation social services, prevention contractor(s) and aftercare services, if eligible.

- III. Clients who request a transfer due to any other condition and/or reason will be encouraged to remain in the apartment for the duration of the two (2) year lease. However, if the client chooses to relocate to another apartment, the HSP rent supplement may be transferred to the new apartment with the following stipulation(s):
- i. The client will be directed to obtain a document from the current landlord to release them from the lease.
 - ii. The three month rental period for the initial apartment rental must have elapsed; otherwise HRA may not authorize payment to the new landlord.
 - iii. Client must locate another apartment through their own resources.
 - iv. New apartment does not have to be registered or inspected by DHS.
 - v. Rent amount cannot exceed those stipulated on HSP rent schedules.
 - vi. DHS will not be involved in the lease signing process.
 - vii. DHS will not provide financial assistance for any upfront fees incurred, including security deposit, first month's rent upfront or a broker's fee.
 - viii. Client will be responsible to inform their Job Center of relocation by providing the new lease and ensure that the rent payments and landlord information is changed. DHS will verify that client is HSP if contacted by Job Center.
 - ix. HSP rent levels and all program parameters will remain applicable. HRA will continue paying shelter allowances and HSP rent supplements according to the annual step-down schedule, provided public assistance eligibility is maintained.
 - x. DHS will assist client with addressing issues, including, but not limited to, referrals to prevention contractor, mediation social services, and aftercare services, if eligible.
- IV. Domestic Violence - If domestic violence is claimed by either a former DHS or HRA client where either agency has facilitated the HSP lease, the client is to be directed to contact the Domestic Violence Hotline for immediate screening and service for domestic violence shelter placement and/or referrals. The DV Hotline number is 1-800-621 HOPE (4673). In such cases, when deemed necessary, and with the proper assessment, service and relocation intervention, a transfer to a new apartment may be facilitated by HRA.
- V. ACS - Requests for transfers received from clients who have an active ACS case, and are referred by ACS will be reviewed on a case-by-case basis. The facilitation of these requests will be coordinated between an ACS representative and a DHS representative.
- VI. Non-Renewals - After the two (2) year-lease term has elapsed and the landlord and tenant have agreed not to renew the lease, the Landlord must provide the Plus Program Tenant with written notice of the Landlord's intent not to renew the lease at least ninety (90) days prior to the end of the lease term. The Landlord must serve concurrent notice of Landlords intent not to renew the Lease upon the Tenant and the Commissioner of DHS. The client will be directed to locate another apartment by following steps above as outlined under Paragraph II.
- VII. Eviction - If a client has submitted a valid and executed court eviction notice, client will be directed to locate another apartment by following steps above as outlined under Paragraph III.
- VIII. Return to Shelter - If a client has returned to shelter and has been determined eligible for shelter at any point during the initial HSP tenancy, the client will be subject to meet all HSP eligibility requirements.
- DHS reserves the right to recoup any security deposits, broker fees, and/or pre-paid rent payments if a termination of the lease results.