

## Continuum of Care Annual Checklist

**Tenant Name:**

**Subrecipient/Case Manager:**

<b>Effective Date:</b>	<b>HMIS ID#</b>	
<b>Documents (provide copies of originals)</b>	Included	N/A
Authorization of Release of Information and Consent		
CoC Tenant Certification Form		
Household Composition Documents (if any changes) (SSN, Birthdate, Photo ID, Landlord Auth.)		
Income Verification		
Assets Verification		
Expense Verification (medical, child care, and/or disability)		
Student Verification		
Household Obligations		
Rental Assistance Participant Rights		
Document Acknowledgement and Acceptance		
HQS Inspection Checklist (if due with Annual)		
Annual Assessment of Services		
Send all documents to RIHousing for Rent Calculation and Approval. Once Calculation Approval is received, forward copies of the below documents to RIHousing. Payments will be generated once all documents are received.		
Lease (if Lease expired) with VAWA Lease Addendum		
Rent Change Letter/Lease Amendment (if Lease renewable)		
Rental Assistance Agreement		

## **RI Continuum of Care Authorization for Release of Information and Consent**

Subrecipient Name: \_\_\_\_\_

**Purpose:** In signing this consent form, you are authorizing the Subrecipient, Rhode Island Housing (RIH) and/or United States Department of Housing and Urban Development (HUD) to get information directly from third party sources to verify the personal identity, employment, income and assets, medical and child care allowances, expenses, cost of services, family composition and related information for every household member. In addition, other documentation may be obtained that is pertinent to my eligibility for and continued participation in a RIH and or HUD funded program. The Subrecipient, RIH and/or HUD will request information from the sources listed on the form to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. The Subrecipient, RIH and/or HUD may participate in computer matching programs with these sources to verify your eligibility and level of benefits

**Uses of Information to be obtained:** The Subrecipient, RIH and HUD are required to protect the information obtained in accordance with the Privacy Act of 1974, 5 U.S. C. 552a; 42 C.F.R. Part 2. HUD may disclose information (other than tax return information) for certain routine uses such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to Housing Authorities to determine housing assistance. The Subrecipient and RIH are also required to protect the information obtained in accordance with any applicable State privacy law. The Subrecipient, RIH and HUD employees may be subject to penalties for unauthorized disclosures or improper uses of the information that is obtained based on the consent form. Private owners may not request or receive information authorized by this form.

**Who Must Sign the Consent Form:** Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

**GROUPS OR INDIVIDUALS** that may be asked to release the above information include, but are not limited to:

Alimony Providers	Public Housing Agencies	Past and Present Employers	State Unemployment Agencies
Banks/other Financial Institutions	Legal Services Providers	Past, Present & Future Landlords	State Wage Information Agencies
Child Support Providers	Law Enforcement Agencies	Retirement/Pension Systems	Utility Companies
Child Care Providers	Medical Care Providers	Schools and Colleges	Veterans Administration
Courts and Post Offices	Mental Health Providers	Social Security Administration	Welfare Agencies
Credit Providers/ Credit Bureaus	Public/Private Benefit Providers	Social Service Agencies	Service Vendors

### **CONDITIONS**

I/We agree that a photocopy of this authorization may be used for the purposes stated above. I/We understand I/we have a right to review this file and correct any information that is incorrect. I/We understand that previous or current information regarding me/us may be needed. Verifications and inquiries that may be requested include but are not limited to are listed above. I/We understand that this authorization cannot be used to obtain any information about me/us that is not pertinent to my eligibility for and continued participation in a RIH and/or HUD funded program. The original of this authorization is on file and **will expire 15 months** after the date signed.

### **CONSENT**

I/We authorize and direct any Federal, State or local agency, organization, business or individual to release to the above listed Subrecipient, RIH and/or HUD any information or materials needed to complete and verify my application for participation, and/or maintain my continued housing assistance. I understand and agree that this authorization or the information obtained with its use may be given to and used by Subrecipient, RIH, and/or HUD in administering and enforcing program rules and policies. The undersigned hereby authorize all persons or companies in the categories listed below to release without liability, information regarding personal identity, employment, income and assets, medical and child care allowances, expenses, cost of services, family composition and related information provided to:

**Signatures:**

Head of Household	Date	Other Family Member over 18	Date
Spouse/ Co-Head	Date	Other Family Member over 18	Date
Other Family Member over 18	Date	Other Family Member over 18	Date

## Certification Packet Documents Checklist

Include the below items with your completed packet if they apply to you or someone in your household.

**Fill out the packet completely.** Do not leave any information blank. If the information does not apply to you, write the word "none" or "N/A".

**The Head of Household must sign all forms. Anyone in your household who is age 18 or over or will be 18 at the time of the Certification, must sign the Authorization for Release of Information form and if applicable, the Declaration of No Income and the Child Support Certification.**

**Income and assets** (such as bank accounts) **for everyone in your household must be reported.**

All verifications must be dated within two months (60 days) of the date they are provided to the housing provider.

If you or members of your household:	Provide for you and all family members these documents are applicable to:
<b>Have assets/bank accounts:</b> <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money Market, Stocks <input type="checkbox"/> Investment accounts <input type="checkbox"/> 401K <input type="checkbox"/> "Cash Value"/Whole Life Ins <input type="checkbox"/> Real Estate <input type="checkbox"/> Any other asset	<b>Bank statements</b> -Most recent bank statement including name, account number, current balance, and interest rate. Provide all pages of each statement. <b>ATM Receipt</b> -To verify balance from Direct Express for Social Security payments <b>Investment accounts</b> -A current investment report including the balance and rate of return of the account (if known) for all stocks, bonds, mutual funds, savings certificates (certificate of deposit), money market funds retirement accounts (company, IRA, Keogh), inheritances, lottery winnings, or life insurance policies. Provide all pages of each statement. <b>Real estate</b> -Any documents showing ownership in real estate (mortgage statement, tax information, deed to property, closing/escrow report showing the address, value, and amount owed on the home).
<b>Have income: Provide documentation for income received by all household members</b> <input type="checkbox"/> Income from a Job <input type="checkbox"/> Unemployment <input type="checkbox"/> Child Support <input type="checkbox"/> Social Security <input type="checkbox"/> Pension <input type="checkbox"/> Trust accounts <input type="checkbox"/> Family Support paid to you <input type="checkbox"/> Any other income for household	<b>Earned Income (employment)</b> <ul style="list-style-type: none"> <li>Copies of the four (4) most recent consecutive paystubs; or</li> <li><b>If new employment</b> - A letter from your employer verifying your start date, rate of pay, hours worked per week/month, any extra compensation including tips, bonuses, or commission and complete contact information for the employer.</li> <li><b>Seasonal Employment</b>-Provide copy of last filed tax returns</li> </ul> <b>Unearned Income</b> <ul style="list-style-type: none"> <li><b>Cash Assistance (TANF/RIW/FIP)</b> and/or <b>SS/SSI/SSDI/Survivors benefits</b> -Most recent award letter; if the amount has been reduced, provide a copy of the letter stating the reason it was reduced.</li> <li><b>Unemployment and/or Pensions or VA benefits</b>-Most recent award letter with amount received and frequency of payment.</li> </ul> <b>Child Support (CS)</b> -13-month print-out from CS if court ordered or a letter from the parent providing support verifying the amount and frequency of payments, and the address and phone number of the paying parent. <b>No Income</b> -If no longer working or receiving previous reported income, a letter from employer or income source must be provided, verifying end date. Any adult member who has zero income must sign a zero income statement.
<input type="checkbox"/> Self Employed or Own Business	Copy of most recently filed federal income tax forms including IRS 1040 form and Schedule C form
<input type="checkbox"/> Full time student	Copy of current financial aid award letter if receiving and verification from school stating full time student status for current semester/quarter.
<input type="checkbox"/> Pay for child care <b>and</b> are employed, seeking employment, or attend school	Copy of current receipts/printout from childcare provider, showing payment amount and provider's contact information
<input type="checkbox"/> Are head/co-head/or spouse 62+ <b>or</b> disabled with Medical Expenses (Deductions are provided for medical costs for all household members, even those that are not elderly or disabled.)	Provide current printouts from your medical providers that show your out of pocket medical expenses in the last 12 months or medical expenses that will be recurring over the next 12 months(i.e. doctor visit co-pays, prescriptions, insurance premiums )

**CONTINUUM OF CARE**  
**TENANT CERTIFICATION FORM**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**HOUSEHOLD COMPOSITION:** List all persons living in your unit.

\*RELATIONSHIP CATEGORIES: H=HEAD OF HOUSEHOLD; S=SPOUSE (married); K=CO-HEAD (not married); Y=YOUTH UNDER 18; A=OTHER ADULT; E=FULL TIME STUDENT OVER 18; F=FOSTER CHILD/ADULT; L=LIVE-IN AID

\*RACE CATEGORIES: 1=WHITE 2=BLACK 3=AMERICAN INDIAN 4=ASIAN/PACIFIC ISLANDER

	Household Member First & Last Name	Social Security Number	Date of Birth (Month/Day/Year)	Sex (Male or Female)	Ethnicity (Hispanic or Non- Hispanic)	Race*	Relation to Head of Household*	Disabled (Yes or No)
1.								
2.								
3.								
4.								
5.								
6.								
7.								

**HOUSEHOLD INCOME:** List all income for all family members. Income includes wages, welfare assistance, child support, social security benefits (SS, SSI, SSDI), veteran's benefits, unemployment benefits, retirement/pension, alimony, self-employment, workers compensation, periodic gifts, etc.

	Household Member	Type of Income	Source Name	Amount	Weekly, Bi-Weekly, Monthly
1.				\$	
2.				\$	
3.				\$	
4.				\$	
5.				\$	
6.				\$	

**ASSETS:** List all assets held by all family members (checking, savings, CD's, IRA's, stocks, bonds, property, 401(k), 403(b), money market, life insurance, inheritances, mutual funds, pensions, trust funds, Direct Express, etc.)

	Household Member	Bank Name	Account Number	Asset Type	Value
1.					\$
2.					\$
3.					\$
4.					\$
5.					\$
6.					\$

**CHILDCARE EXPENSES:** List any childcare expenses paid for a child under the age of 13 so that an adult family member can work.

Child	Childcare Provider	Expense

**FULL-TIME STUDENTS:** List any household members age 18 or older that are full-time students.

Student	School	Anticipated Graduation Date

**MEDICAL/DISABILITY EXPENSES:** List any un-reimbursed medical expenses for care of a person with disabilities or for any family member if the head of household, spouse or co-head is age 62 or older, or has a disability (medical insurance premiums; medical, dental or optical expenses; prescription/non-prescription medicine expenses; etc.).

Member Name	Type of Expense	Amount	Frequency

#### HEAD OF HOUSEHOLD CERTIFICATION OF ACCURACY

I HEREBY CERTIFY THAT THE ABOVE INFORMATION ON HOUSEHOLD COMPOSITION, HOUSEHOLD INCOME, AND ASSETS IS COMPLETE, TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT GIVING FALSE STATEMENTS OR INFORMATION CAN BE GROUNDS FOR TERMINATION OF HOUSING ASSISTANCE AND FOR PUNISHMENT UNDER STATE LAW.

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

#### SUBRECIPIENT CERTIFICATION OF ACCURACY

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ABOVE INFORMATION WITH THE HEAD OF HOUSEHOLD TO ENSURE ACCURACY AND IN ACCORDANCE WITH HUD RULES AND REGULATIONS.

\_\_\_\_\_  
Signature of Subrecipient/Caseworker

\_\_\_\_\_  
Date

# **HOUSEHOLD OBLIGATIONS**

## **I. TERMS**

1. \_\_\_\_\_ is the person receiving housing assistance through the Rhode Island Housing (RIH) Continuum of Care Program(CoC), and is referred to as "you" throughout this document.
2. \_\_\_\_\_ is the housing provider contracted with RIH to administer housing assistance funds locally. RIH or the housing provider pay rental assistance to rental property owners; conduct housing assistance orientations and housing quality inspections; maintain records of households receiving housing assistance; notify property owners of repairs needed; and help negotiate with Owners.
3. "Owner" refers to the landlord, owner or property manager of the rental unit you will be living in.

## **II. PURPOSE**

1. To receive housing assistance, you must agree to abide by the rules and obligations written below.
2. The purpose of these rules and obligations is a) to ensure that all Participants are treated fairly and equally, b) to ensure the financial stability of housing assistance program, and c) to ensure compliance with federal, state and local laws that affect the housing assistance program and tenants in general.
3. Failure to comply with any of the obligations stated below may result in the termination of your housing assistance. If your assistance is terminated because you violated these rules, you may be subject to eviction from your unit.

## **III. HOUSEHOLD OBLIGATIONS**

### **1. Obligation to Provide Documentation to Show and Maintain Eligibility:**

- To be considered eligible for housing assistance, you and all household members must supply true and complete information and documents requested by the housing provider necessary for the administration of the program.
- The family must supply any information and documents requested by the housing provider to use in a regularly scheduled reexamination or interim reexamination to determine continued eligibility for assistance.

### **2. Obligations Regarding Income:**

- The family is obligated to pay a portion of your gross income toward your rent. The housing provider will inform you of the exact amount of rent you owe when you enter the housing assistance program; whenever you report a change in your income; and once per year at your annual recertification of eligibility.
- Changes in household composition must be reported to the housing provider within 10 days of the date of the change.

### **3. Adding Additional Persons to Assisted Rental Unit:**

- No person(s) other than those listed on the application for rental assistance and the lease shall live/stay in the residence other than on a temporary basis, not to exceed 30 days, in a calendar year.
- All occupants of the household must be approved by the housing provider. You must promptly inform the housing provider of the birth, adoption, court-awarded custody or guardianship of a child or adult. You must request approval to add any additional person. The housing provider will determine eligibility of the new member in accordance with the policies after reviewing the information the housing provider requests, which will include permission from the owner.

### **4. Moving Policy:**

- The terms of your lease govern how often you can move, and therefore you may not move if such a move breaks the terms of your lease. Leases are for one year, and therefore you must remain in your rental unit for at least one year.
- If you have lived in your unit less than one year and feel you must move sooner, you must submit a written request to the housing provider, which is subject to approval.
- You must give a minimum 30 day written notice to the Owner prior to any move and a copy must be provided to the housing provider. A new unit will not be approved without following this process.

### **5. Inspections:**

The unit must pass an inspection prior to moving in. You must not sign a lease until after the rental unit has passed inspection. As part of your annual recertification, you must allow an annual re-inspection of the rental unit.

### **6. Re-certifications:**

You must agree to cooperate in the annual recertification of your eligibility for assistance. The housing provider will

notify you in writing 60-90 days in advance of the deadline that your recertification is approaching. To complete your recertification, you will be required to complete a series of paperwork and provide current documentation from any income and asset source. Additional paperwork to verify other items, may be requested from you. Requested information and documentation must be provided by the deadline set.

Obligation to Abide by the Terms of the Lease:

- You and each member of the household are required to abide by the terms of the lease.
- You must pay your share of the rent and utilities, if any, on time, according to the terms of the lease.
- You, your guests, and all members of the household will not damage the rental unit or the rental property.
- You will be financially responsible for all damages caused to the unit and the property.
- You, all members of the household and guests will respect the rights and privacy of neighbors and other tenants.
- You must promptly give the housing provider a copy of any notice you receive from the Owner of your unit.

Use and Occupancy of Residence:

- You must live in the rental unit assisted by the housing assistance program and it must be your only residence.
- You may not sublease, assign the lease or transfer the rental unit.
- You may not enter into a lease with option to purchase agreement or contract on the rental unit.
- You must inform the housing provider prior to being absent from the unit longer than 30 consecutive days.
- All household members must abide by the law and may not engage in drug-related activity, violent criminal activity, fraud, bribery or any other corrupt or criminal act.
- No member of the household may receive another subsidy from another local, state or federal.
- Family members must not engage in criminal activities that threaten the health, safety or right to peaceful enjoyment of other residents in or near the premises.
- Family members must not engage in threatening, abusive/violent language/behavior toward housing personnel.
- No household member shall own or have a financial interest in the residence.
- You are responsible for communicating any changes in assistance to the housing provider.
- The housing provider will not be held accountable for late fees charged by the Owner.

Service Plan:

A service plan will be developed for your participation with the assistance of your case manager.

**IV. CERTIFICATION**

I/We certify that the signatures below indicate that I/We have read and understand the above Household Obligations; and that I/We will abide by these rules. Failure to abide by these Household Obligations may result in termination of rental assistance. If assistance is terminated, I understand that I may request a hearing.

I/We certify that the information given to the housing provider on household composition, income, household assets, allowances and deductions is accurate and complete to the best of my/our knowledge. I/We understand that false statements made or information given is a violation of federal law. I/We also understand that false statements or information may be grounds for termination of housing assistance.

My/our signature(s) below indicates that I have received a copy of this document.

Head of Household	Date	Other Family Member over 18	Date
Spouse/ Co-Head	Date	Other Family Member over 18	Date
Other Family Member over 18	Date	Other Family Member over 18	Date
Housing Provider Representative		Date	

TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY OF A FELONY FOR NOWINGLY AND WILLINGLY MAKING A FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.

## Rental Assistance Participant Rights

As a participant in a permanent supportive housing project operating within and funded by the Rhode Island Continuum of Care, **YOU HAVE THE RIGHT TO:**

- Not be discriminated against based on race, color, national origin, religion, sex, actual or perceived sexual orientation, gender identity/expression, disability or marital status.
- Not be denied admission or separated from members of your family based on any of these things.
- To decide for yourself who is a member of your family and to be served together with those people whether your family includes adults and children or just adults, or the age, disability, marital status, actual or perceived sexual orientation, or gender identity of any member of your family.
- To receive shelter based on the gender with which you identify.
- If at any time you express safety or privacy concerns, the project must take reasonable steps to address your concerns.
- Not to be sexually harassed.

### **In addition, YOU HAVE THE RIGHT :**

- To be treated with respect and dignity and in a way that honors differences.
- To get services that meet your needs with a focus on helping you to get and keep permanent housing and achieve the things that are important to you.
- To not be physically, sexually, verbally and/or emotionally abused or threatened.
- To receive services that are consistent with the Housing First model (See details attached).
- To receive a written statement describing the services provided by the project, any rules and your responsibilities and to receive an updated written statement if any changes are made.
- To have your personal information and records kept private and not shared without your written permission and to say with whom the information can be shared.
- To be informed of situations when your personal information can be shared without your permission, for example, when there is a medical emergency, when a clear and immediate danger to you or to others exists, when there is possible child or elder abuse, or when ordered by a court of law.
- To make suggestions and complaints about services or denial of services.
- To receive a prompt and reasonable response to requests and complaints.
- To have the freedom to participate in or choose not to participate in services and activities offered by the CoC project or by any other organization in the community.
- If you are no longer going to get services and/or housing, to get a written notice that includes a clear statement of the reasons, an opportunity to appeal the decision, and the right to receive a written notification of the final decision. This right applies whether you decide you no longer want the services or the project decides they can no longer serve you.
- If you are a participant in a tenant-based rental assistance program, you have the right to choose the housing unit you will live in and to move within the jurisdiction of the relevant Project Sponsor when your lease expires. All housing units must meet HUD standards, and you may be directed to a smaller geographic area, if necessary, to ensure that you can get services, unless that would put you at likely threat of violence or stalking.
- To receive a copy of these rights and to have someone review them with you when you enter the project.

## **ADDITIONAL INFORMATION ABOUT YOUR RIGHTS**

- A shelter or housing program is allowed to limit assistance to households with children; however, it may not limit assistance to only women with children and must also serve the following family types:
  - Single men with minor children; and
  - Any household made up of two or more adults with minor children, regardless of sexual orientation, marital status, or gender identity,
- Projects may not ask about your sexual orientation or gender identity to determine if you are eligible. This does not mean that you cannot choose to share that information. Emergency shelters may ask about your sex if they have shared sleeping areas or bathrooms. Other types of projects may also ask about your family members' sex to determine the number of bedrooms you need.
- There, generally, is no reason for a provider to request documentation of your sex in order to determine where to place you. You should not be denied access to a single-sex emergency shelter because your documents indicate a sex different than the gender with which you identify. The provider may not ask you questions or seek information or documentation about your anatomy or medical history. The provider also may not consider you ineligible for an emergency shelter or other facility because your appearance or behavior does not conform to gender stereotypes.
- Reasonable steps that a provider must take to address a transgender client's safety or privacy concerns, include, for example: adding a privacy partition or curtain; allowing you to use a nearby private restroom or office; or having a separate changing schedule. The provider must permit any transgender clients expressing concern to use bathrooms and dressing areas at a separate time from others in the facility. The provider should work with the layout of the facility to provide for privacy in bathrooms and dressing areas, if possible. For example, toilet stalls should have doors and locks and there should be separate showers stalls to allow for privacy. The provider should ensure that its policies do not isolate or segregate you based upon your gender identity.

## **WHAT CAN I DO IF I FEEL MY RIGHTS HAVE BEEN VIOLATED?**

- If your family has been separated or you believe your rights have been violated in any other way, you can submit a complaint to the Rhode Island Housing Continuum of Care Planner.
- You can also contact the HUD Boston Office at (617) 994-8200.

If you believe you have been discriminated against based on race, color, national origin, religion, sex, disability, or familial status, you can file a fair housing complaint with HUD by telephone (800-669-9777) or via the Internet. Follow this link to fill out a fair housing complaint form [online](#).

Please sign below to indicate that you received a copy of these rights and someone reviewed them with you. More information about your rights and what you can do if you believe your rights have been violated is listed above.

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**Participant/Applicant Name**

**Participant/Applicant Signature**

**Date**

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**Staff Name**

**Staff Signature**

**Date**

## **RIHousing Housing First Principles**

**Housing First** is a programmatic and systems approach that centers on providing homeless people with housing quickly and *then* providing services as needed using a low barrier approach that emphasizes community integration, stable tenancy, recovery and individual choice.

### Low barrier approach to entry:

- Housing First offers individuals and families experiencing homelessness immediate access to permanent supportive housing without unnecessary prerequisites. For example:
  - a. Admission/tenant screening and selection practices do not require abstinence from substances, completion of or compliance with treatment, or participation in services.
  - b. Applicants are not rejected on the basis of poor or lack of credit or income, poor or lack of rental history, minor criminal convictions, or other factors that might indicate a lack of “housing readiness.”
  - c. Blanket exclusionary criteria based on more serious criminal convictions are not applied, though programs may consider such convictions on a case by case basis as necessary to ensure the safety of other residents and staff.
  - d. Generally, only those admission criteria that are required by funders are applied, though programs may also consider additional criteria on a case by case basis as necessary to ensure the safety of tenants and staff. Application of such additional criteria should be rare, and may include, for example, denial of an applicant who is a high risk registered sex offender by a project serving children, or denial of an applicant who has a history of domestic violence involving a current participant.

### Community integration and recovery:

- Housing is integrated into the community and tenants have ample opportunity to form connections outside of the project and are supported in doing so.
  - a. Housing is located in neighborhoods that are accessible to community resources and services such as schools, libraries, houses of worship, grocery stores, laundromats, doctors, dentists, parks, and other recreation facilities.
  - b. Efforts are made to make the housing look and feel similar to other types of housing in the community and to avoid distinguishing the housing as a program that serves people with special needs.
  - c. Services are designed to help tenants build supportive relationships, engage in personally meaningful activities, and regain or develop new roles in their families and communities.
  - d. Services are recovery-based and designed to help tenants gain control of their own lives, define their personal values, preferences, and visions for the future, establish meaningful individual short and long-term goals, and build hope that the things they want out of life are attainable. Services are focused on helping tenants achieve the things that are important to them and goals are not driven by staff priorities or selected from a pre-determined menu of options.

### Lease compliance and housing retention

- Tenants are expected to comply with a standard lease agreement and are provided with services and supports to help maintain housing and prevent eviction. Visitors are expected to comply with requirements in the lease agreement.
  - a. Leases do not include stipulations beyond those that are customary, legal, and enforceable under Rhode Island law.
  - b. No program rules beyond those that are customary, legal, and enforceable through a lease are applied (e.g., visitor policies should be equivalent to those in other types of permanent, lease-based housing in the community). Housing providers may ask for identification from visitors.
  - c. Services are designed to identify and reduce risks to stable tenancy, and to overall health and well-being.
- Retention in housing is contingent only on lease compliance and is not contingent on abstinence from substances or compliance with services, treatment or other clinical requirements. For example:
  - Tenants are not terminated involuntarily from housing for refusal to participate in services or for violating program rules that are not stipulated in the lease.
  - Transitional housing programs offer participants due process to resolve issues that may result in involuntary discharge (unless immediate risk to health and safety)
  - PH providers only terminate occupancy of housing in cases of noncompliance with the lease or failure of a tenant to carry out obligations under the Rhode Island Residential Landlord and Tenant Act – Chapter 34-18.
  - To terminate housing, PH providers are required to use the legal court eviction process.

### Separation of housing and services

- Projects are designed in such a manner that the roles of property management (e.g., housing application, rent collection, repairs, and eviction) and supportive services staff are clearly defined and distinct.
  - Property management and support service functions are provided either by separate legal entities or by staff members whose roles do not overlap.
  - There are defined processes for communication and coordination across the two functions to support stable tenancy.
  - Those processes are designed to protect client confidentiality and share confidential information on a need to know basis only.

### Tenant Choice

- Efforts are made to maximize tenant choice, including type, frequency, timing, location and intensity of services and whenever possible choice of neighborhoods, apartments, furniture, and décor.

**RIHOUSING COC RENTAL ASSISTANCE PROGRAM**  
**RENTAL ASSISTANCE AGREEMENT**

Tenant Name: \_\_\_\_\_

Monthly Subsidy Amount: \_\_\_\_\_

\_\_\_\_\_ Landlord of \_\_\_\_\_ has agreed to accept this rental subsidy agreement on behalf of \_\_\_\_\_ (Tenant). The monthly rent of \$ \_\_\_\_\_ as stated in the lease will be subsidized by Rhode Island Rental Assistance Program in the amount of \$ \_\_\_\_\_. The Tenant will pay the remaining balance of \$ \_\_\_\_\_. The subsidy will be for a period of one-year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

The Term of this contract shall begin on: \_\_\_\_\_ and automatically terminates on the earlier of twelve months from the date of execution or the last day of the term of the lease.

This subsidy is for the contract unit at the following address: \_\_\_\_\_; Authorized household members are: \_\_\_\_\_

This agreement to provide rental assistance subsidies is subject to and contingent on the following:

1. The assisted Tenant must continue to meet eligibility and program requirements. Failure to do so will result in the loss of the subsidy.
2. The Tenant has sole responsibility for the prompt payment of his/her share of the rent. Documentation that this obligation has been fulfilled must be provided to the sub-recipient, \_\_\_\_\_. Receipts, cancelled checks, etc. are acceptable evidence of payment and copies thereof must be submitted to the sub-recipient monthly. Failure to provide documentation of monthly rent payment could result in termination from the program.
3. The Tenant is not obligated to pay any amounts to the Landlord other than those specified in the lease and included in this agreement. Should the Landlord request or demand any additional payments, the Tenant shall promptly notify the sub-recipient.
4. If the tenant is responsible to pay all or some of the utilities, the tenant has sole responsibility for the prompt payment to the utility service provider. If the tenant qualifies for a utility reimbursement, the tenant has the option of having the reimbursement sent directly from the utility service provider. If the tenant does not agree to this and wants the reimbursement sent directly to them, the tenant must check the following box:
5. No persons other than those listed on the lease and specified above may live in or occupy the unit without first obtaining the permission of the Landlord and the sub-recipient. If household size changes because of births, adoption or court ordered custody of minor children, the Landlord and the sub-recipient must be notified as soon as possible.
6. The Tenant must fulfill all obligations contained in the lease to occupy the premises. The Tenant must maintain the dwelling unit in a clean and sanitary manner that is free from any conditions that may be hazardous or environmentally harmful. The Tenant must respect the rights of his/her neighbors to the peaceful and quiet enjoyment of their housing. Tenant must cooperate in any housing quality inspection conducted by the sub-recipient.

7. If the dwelling unit or any Landlord supplied appliance or fixture is damaged or inoperable, Tenant will first notify the Landlord. Should the Landlord not respond or fail to make needed improvements or repairs, the Tenant shall notify the sub-recipient. The Tenant should NOT under any circumstances withhold the payment of his/her portion of the rent. If the sub-recipient verifies that an improvement or repair is needed for the unit to continue to meet program housing quality standards, the program will withhold its subsidy payments to the Landlord until the unit once again meets program standards.
8. The unit must be the Tenant's only legal residence and may not under any circumstances be sub-let or assigned to any other party.
9. The Tenant must continue to occupy the premises. Should the Tenant wish to move to another unit, he/she must first obtain the Landlord's permission to terminate the lease and the permission of the sub-recipient to seek an alternative unit. Failure to obtain these approvals in advance of moving from the unit will result in an immediate termination of the rental assistance.
10. The Tenant and all members of his/her household must agree to provide income and related benefit information to the sub-recipient whenever required to do so. Failure to promptly notify the sub-recipient of changes in income or household composition could result in termination of rental assistance.
11. This rental assistance subsidy will terminate immediately if the lease for occupying the premises is terminated.
12. Case management, referrals to services and other support will be provided to the tenant by the sub-recipient, \_\_\_\_\_ . Participation in these services is voluntary but strongly encouraged to support housing stability.
13. The rental assistance provided to the Tenant shall be the sole housing assistance subsidy received. If the Tenant qualifies for an additional or alternative subsidy, the Tenant will immediately notify the sub-recipient. Should the Tenant qualify for or be awarded another housing subsidy (such as Housing Choice Vouchers – Section 8), the Tenant agrees to accept that subsidy and discontinue participation in the RI Housing Rental Assistance Program.

By signing below Tenant agrees to and accepts the terms and conditions specified in this agreement.

I, Tenant, residing at \_\_\_\_\_ have reviewed and understand this agreement. I agree to adhere to the terms and conditions stated in this agreement.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sub-recipient

\_\_\_\_\_  
Date

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

## **DOCUMENT ACKNOWLEDGEMENT AND ACCEPTANCE**

- 1. FORM HUD-5380 “NOTICE OF RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT”**
- 2. FORM HUD-5382 “CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION**
- 3. RENTAL ASSISTANCE PARTICIPANT RIGHTS AND HOUSING FIRST PRINCIPLES**
- 4. HOUSEHOLD OBLIGATIONS**

I/we acknowledge that I/we have received copies of the above listed documents.

Applicant Signature	Printed Name	Date
Co-Head/Spouse Signature	Printed Name	Date
Other Adult Signature	Printed Name	Date
Other Adult Signature	Printed Name	Date

I acknowledge that I have provided copies of the above listed documents to this household.

Subrecipient Signature	Printed Name	Date
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\*This acknowledgement must be signed by each adult household member occupying the unit.