

FAMILY INDEPENDENCE ADMINISTRATION

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# POLICY DIRECTIVE #07-04-ELI

(This Policy Directive Replaces PD #05-43-ELI)

#### HOUSING STABILITY PLUS PROGRAM

Date:	Subtonic(s):			
February 5, 2007	Subtopic(s): Rent Supplements			
1 coldary 0, 2007				
AUDIENCE	The instructions in this policy directive are for Housing Stability Plus (HSP) staff located at the Riverview Job Center, Office of Central Processing (OCP) staff, Wellness, Comprehensive Assessment, Rehabilitation and Employment (WeCARE) staff handling HSP cases, Anti–Domestic Violence Eligibility Needs Team (ADVENT) staff, and Landlord Ombudsman Service Unit (LOSU) staff. This directive serves as information for all other staff.			
REVISION TO ORIGINAL DIRECTIVE	<ul> <li>This policy directive has been revised to:</li> <li>Advise staff that the three months' advance rent issued by DHS will be reduced by the amount of the family contribution;</li> <li>Provide updated examples showing how the total HSP rent is calculated;</li> <li>Provide additional information on repaying HSP arrears;</li> <li>Update information regarding loss of family status;</li> <li>Announce that reinstatement to HSP has increased from six months to 12 months;</li> <li>Update the telephone number for the Department of Homeless Services (DHS) Quality Assurance to (212) 607-5310;</li> <li>Provide additional information regarding HSP participants moving from one apartment to another.</li> </ul>			

#### POLICY

The HSP program is a housing supplement program that will provide eligible public assistance (PA) participants residing in shelter facilities (e.g., shelters administered by the Department of Homeless Services [DHS], Human Resources Administration Domestic Violence [HRA DV] and Housing Preservation and Development [HPD]) and families being reunited with child(ren) in foster care the opportunity to find suitable permanent housing and receive financial assistance in the form of a rent supplement to help pay the rent (see **Attachment 1**). To encourage self-sufficiency, the rent supplement will last for a period of five years and will be reduced automatically each year by 20 percent after the first 12 months in the program. Further, continued receipt of the rent supplement requires compliance with <u>all</u> public assistance requirements, including employment requirements.

With the implementation of HSP, other rental supplement programs such as Employment Incentive Housing Program (EIHP), Long-Term Stayers Program (LTSP) and the Emergency Assistance Rehousing Program (EARP) ceased accepting new applications; however, participants already participating in these programs will maintain their eligibility as long as the requirements for the specific program continue to be met.

#### PROGRAM DESCRIPTION

The HSP program is a collaborative effort by HRA, DHS, HPD and the Administration for Children's Services (ACS) to assist eligible homeless families, including families being reunified by ACS who lack suitable housing, in securing permanent housing.

Demonstration project for single individuals and childless couples In addition, eligible singles and childless couples will be able to participate in a demonstration project for the chronically homeless on a limited basis. The demonstration project is limited to 1,000 eligible households per year and will be reevaluated for continuation at the end of two years. Eligible adults must be referred by a Housing Specialist or Case Manager from their shelter. There is no limit to the number of family cases that can participate in HSP.

Eligibility Criteria Households eligible for HSP must meet **all** of the following criteria:

Length of stay (LOS) requirements for families

- Families with minor children (i.e., child under age 18 or under age 19 and enrolled full-time in an educational program) must have resided in a:
  - DHS shelter for at least 90 days (no minimum LOS requirement if household size equals or exceeds six); or
  - HPD shelter for 30 consecutive days; or
  - HRA DV shelter for at least 42 days.

**Note:** Households with a child(ren) in foster care must be eligible for reunification based on ACS' criteria, with housing the only barrier to reunification, in order to be eligible for HSP.

- Single adults and childless couples in the demonstration project must have resided in a:
  - DHS shelter for nine out of the last 12 months; or
  - HRA DV or HPD shelter for at least 42 days.

<u>Note</u>: Families and individuals who submit an HSP application in a DV shelter and are moved to a DHS shelter will not have to submit a new application.

- Have at least one family member with an active PA case, where no member of the case is in sanction status;
  - Sign an HSP application and Statement of Understanding;
- Comply with applicable Client Responsibility standards;
- Secure permanent housing within the five boroughs; and
- Agree to a review/walk-through of the apartment by DHS and/or HRA.

#### HSP Process

shelter site staff will:

Department of Homeless Services

DHS will process • In applications for DHS and HPD shelter residents.

 Interview potentially eligible participants and determine whether or not they meet the HSP eligibility criteria.

For families and individuals residing in DHS and HPD shelters, DHS

• Assist eligible participants in completing the HSP application form and Statement of Understanding for submission to the DHS Office of Rehousing (OOR).

In addition, a shelter Housing Specialist or Case Manager must submit an Adult HSP Referral Form to the DHS HSP Coordinator for all eligible adult singles and childless couples.

DHS will also assist eligible participants in locating suitable apartments and walk through the apartments to ensure that no violations exist and/or existing violations will be corrected. Where violations existed, the landlord must complete and submit a Verification of Repairs Agreement Form indicating that the necessary repairs have been made.

couples

Public assistance

Other requirements

requirement

LOS requirements for

singles and childless

Both the landlord and tenant must be present at the lease signing.	DHS will schedule an appointment for a lease signing. As an incentive for landlords, DHS will issue one month of prorated rent (if applicable) and three months' advance rent in addition to the broker's fee, security deposit and establishment of a home grant (when applicable).			
New information	<b>Note:</b> When a household must contribute a portion of the rent to the landlord (e.g., a household with SSI income, see page 8), the three months' advance rent issued by DHS will be reduced by the amount of the family contribution.			
Advance rent will not be issued to a primary tenant.	<b>Note:</b> If the HSP participant is a cotenant and leaseholder, three months' advance rent and shelter allowance, including HSP supplement, will be issued directly to the landlord. However, if an HSP participant finds housing as a secondary tenant in a shared living situation, the primary tenant must not be a PA recipient. The prorated rent and shelter allowance, including HSP supplement, will be issued directly to the non-PA primary tenant, but three months' advance rent will not be issued.			
	After all parties have signed the lease and the benefits have been issued, DHS will prepare and send a packet to HRA's Office of Central Processing (OCP) for further processing. The packet will include the following:			
The participant will receive a copy of the Lease and Rider to Lease.	<ul> <li>HSP Commitment Letter (Attachment 2);</li> <li>HSP Application (Attachment 3);</li> <li>HSP Statement of Understanding (Attachment 4);</li> <li>Copy of completed and signed apartment lease;</li> <li>HSP Rider to Lease (Attachment 5);</li> <li>Completed Verification of Repairs Agreement/HSP Inspection Result Form (Attachment 6);</li> <li>Monthly Household Income Contribution Worksheet (if applicable [Attachment 7]);</li> <li>DHS History Sheet with Check Issuance Code;</li> <li>DHS confirmation of program eligibility, which includes:</li> </ul>			
	<ul> <li>Statement of total rent (with supplement) to be paid by HRA;</li> <li>Amount of rent supplement;</li> <li>In the case of single adults where an exception has been made by a case manager or shelter staff allowing rent in excess of \$480, documentation justifying the exception based on need.</li> </ul>			

# Administration for Children's Services

The HSP supplement is available to active PA families with children as well as households with income that will be eligible for PA when the child(ren) return from foster care (reunification) and the only barrier to reunification is housing (known as "But-for" cases). If a child is removed from the home but there is a documented plan of reunification by ACS, the family remains eligible for rental assistance, according to current procedure.

## ACS staff will:

- Determine which cases are eligible for the HSP supplement;
- Assist eligible families with completing the HSP Application (Attachment 8) and Certification Letter (Attachment 9);
- Forward the HSP packet with completed HSP applications and certification letters to the ACS Housing Unit. The HSP packet will also include:
  - Signed two-year lease agreement;
  - HSP Rider to Lease (Attachment 10);
  - Broker's license;
  - Landlord's W-9 form;
  - Landlord Statement/Declaration (Attachment 11);
  - Landlord's Certification of Housing Conditions (must be signed by landlord/representative, caseworker/planner/manager and client [Attachment 12]);
  - Agreement to Repair Form, if applicable;
  - Apartment Referral Form, if applicable.
- Send the Certification Letter to the participant and case planner/manager verifying HSP participation.

If the PA case status changes from active to sanctioned or if the requested rent exceeds the amount for the family size, ACS housing staff will inform the ACS caseworker/planner/manager and also contact HRA to facilitate resolution.

For families with an active public assistance case, when a suitable apartment is found that passes review by ACS and all documents are completed, ACS will contact DHS and forward an attestation indicating:

- All HSP criteria have been met;
- What documents in the ACS HSP packet are completed;
- The number of active PA members;
- The number of children to be added to the household; and
- The rent amount and HSP supplement amount.

	ACS staff will also forward a completed Public Assistance Single Issuance Authorization Form ( <b>LDSS-3575</b> ) to DHS.			
Issuance of checks	DHS will issue emergency checks (e-checks) to secure the apartment based on the documentation received from ACS. ACS will pick up the e-checks from DHS and schedule a lease signing. At the lease signing, one month of prorated rent (if applicable), three months' rent in advance, broker's fee, security deposit and establishment of a home grant (when applicable from HRA) will be issued. If the establishment of a home grant is insufficient for the entire need of the household, ACS may provide a one-time ACS housing subsidy grant.			
ACS Case Management staff will reschedule moves, but the	ACS Housing and Case Management staff will:			
participant may self- move.	<ul> <li>Issue the Tenant Reminder of Important Payments (Attachment 13) and give a copy of the completed form to the participant;</li> <li>Schedule a move date and discharge conference with the participant;</li> </ul>			
	<ul> <li>Hand-deliver the HSP packet to OCP for further processing after the lease has been signed and the appropriate fees issued.</li> </ul>			
Supplemental Security Income (SSI) recipients	ACS staff will also assist individuals in receipt of SSI who have children in foster care in applying for the HSP program. For those SSI recipients that are HSP eligible, ACS staff will:			
	<ul> <li>Issue the ACS rent subsidy to secure an apartment (the subsidy will not exceed \$3,600);</li> </ul>			
	<ul> <li>Issue the ACS Housing Subsidy Program Certification Letter for HRA-HSP (Attachment 14) or "good faith" letter to the SSI recipient to be delivered to HRA specifying the:</li> </ul>			
ACS staff will also advise the participant to report to Riverview HSP with the Reunification Verification Memo (Attachment 15) to have the child(ren) activated/added to the case.	<ul> <li>Name of the SSI recipient;</li> <li>Amount of the SSI benefit received;</li> <li>Amount of ACS subsidy and names of applicable individuals;</li> <li>Balance due of funds to secure the apartment;</li> <li>Household composition;</li> <li>Discharge date for the children in foster care.</li> </ul>			
	<ul> <li>Provide case management for the SSI individual to ensure continued eligibility for HSP;</li> </ul>			
The applicant must meet eligibility criteria for the one-shot deal.	<ul> <li>Inform the SSI individual to take the good faith letter to Riverview Job Center (37) and assist him/her in applying for a one-shot deal to obtain the balance of funds needed to secure an apartment;</li> <li>Assist the SSI individual in applying for ongoing PA at Riverview HSP when the children have been reunified with the family; and</li> <li>Send the complete HSP packet to Riverview HSP for further processing when the SSI individual is active for PA.</li> </ul>			

Domestic Violence Process All domestic violence shelters will have Office of Domestic Violence and Emergency Intervention Services (ODVEIS) HSP applications available for their residents. The shelter staff is responsible for:

- Assisting families in completing the application;
- Reviewing the application for accuracy and completeness; and
- Forwarding the requested documentation listed below to the ODVEIS Housing Unit located at 180 Water Street, 24th Floor, New York, NY 10038:
  - HRA Housing Stability Plus Application (Attachment 16)
  - HSP Participant Statement of Commitment (Attachment 17)

The ODVEIS Housing Caseworker will review the documentation and determine eligibility for the HSP rent supplement and the amount of the rent supplement. Families found ineligible for HSP will be notified in writing (**Attachment 18**). Families found eligible for HSP will receive an HSP Acceptance Letter (**Attachment 19**) from the ODVEIS Housing Caseworker indicating:

- The benefit amount;
- The family must begin the housing search; and
- Documentation required for the housing review and lease signing.

The ODVEIS Housing Caseworker will forward the Letter of Acceptance (or **Attachment 18** if the household is ineligible for HSP) to the family's shelter.

When an apartment is found, the shelter worker will forward the following documents to the ODVEIS Housing Caseworker:

- HSP Rider to Lease (Attachment 20);
- Unsigned lease, if available;
- Copy of the broker's license, if applicable;
- Landlord's Statement (Attachment 21).

Upon receipt of the additional housing documentation, the ODVEIS Housing Caseworker will prepare the HSP Apartment Review/Walk Through Referral Form (**Attachment 22**) and contact the Housing Review Unit at the Riverview Job Center to schedule a walk-through of the apartment.

Apartment review Once the walk-through is complete the Review Unit will advise the ODVEIS Housing Caseworker of its findings. If the apartment is found acceptable the applicant will complete and sign Section A of the HSP Apartment Acceptance Form (**Attachment 23**) and submit it to the shelter housing worker who will forward the form to the ODVEIS Housing Caseworker.

A Domestic Violence Liaison will be stationed in LOSU to process these cases. The ODVEIS Housing Caseworker will prepare and forward the application package to LOSU. The LOSU Worker/DV Liaison will:

- Complete the ODVEIS/HSP Application Checkpoint List DV/HSP Transmittal (Attachment 24); and
- Prepare the LDSS-3575 to issue checks in the amounts specified on the DV HSP packet; the checks will include a prorated month's rent (if necessary), three months' advance rent, broker's fee, one month's security and furniture allowance, if required.

# New information **Note:** Refer to the first note on page 4 regarding reductions in the three months' advance rent payment when rent contributions are due from the household.

The LOSU Worker/DV Liaison will schedule lease signings and the delivery of checks at the Seaport Job Center (80). If the Seaport Job Center presents an unsafe environment for the DV victim, an alternative ADVENT site will be selected. Prior to lease signing the applicant will be notified by the LOSU Worker/DV Liaison to complete and sign Section B of the HSP Apartment Acceptance Form (Attachment 23) and bring it to the lease signing.

When the lease signing is complete and the checks have been issued, the LOSU Worker/DV Liaison will:

- Remove DV shelter rent and other shelter-related benefits (e.g., apartment search carfare, restaurant allowance, etc.) from the budget;
- Enter Action Code 163S (HSP Enrollment Special Assessment: Need Rebudgeting) in NYCWAY; and
- Transfer the case for ongoing case management to the Riverview Job Center HSP Unit or to an alternative ADVENT site if the Riverview Job Center is not a safe environment for the DV victim.

#### SSI or Other Income in Household A family member not in receipt of PA (including those in receipt of SSI) is not included when determining the rent supplement amount. However, non-PA family members are required to contribute 30 percent of their total income or a pro rata share of the actual rent, whichever is less, toward the shelter expense (see the Income Contribution Worksheet). This provision does not apply to ineligible noncitizens.

	The maximum rent that may be permitted for an HSP family moving from a shelter or to a new apartment equals the amount of the shelter allowance and rent supplement plus the amount of a non-PA member's SSI contribution. In no event will the maximum rent permitted exceed the shelter allowance for the case if the entire household was on PA. Families with SSI members are encouraged not to rent apartments that cost more than the amount of the shelter allowance and rent supplement level for that PA family size.		
Revised information	Example:		
	There are two people active on a PA case and another individual in the household receiving SSI of \$500 per month. The family is certified for HSP and the HSP-allowable rent (shelter allowance plus supplement) for a family of two on PA is \$820. However, since the household has an SSI contribution of \$150 (see below) and since the HSP-allowable rent for a family of three on PA is \$925, the HSP- allowable rent for the family rises to \$925. The family is encouraged to rent, if possible, at the lower HSP level of \$820. Either way the family must make the SSI contribution of \$150 to the rent.		
Calculation of the SSI contribution	The SSI contribution is the lesser of 30 percent of his/her total monthly income ( $$500 \times .30 = $150$ ) or the pro rata share of the actual rent ( $$820 \times 1/3 = $273.30$ ). Therefore, the SSI contribution in this case is \$150.		
Revised information	If the family rents an apartment for \$820, the total HSP rent is \$670.		
If all three household members were eligible for PA the maximum rent permitted would also be \$925 (PA shelter allowance of \$400 plus rent supplement of \$525). Household must pass the 185-percent gross income test and remain eligible for PA in order to receive the HSP supplement.	<ul> <li>\$820 (Maximum HSP rent)</li> <li><u>150 (SSI contribution)</u></li> <li>\$670 (Total HSP rent of \$283 PA shelter allowance and \$387 HSP rent supplement)</li> <li>If the family rents an apartment for \$925, the total HSP rent is \$775.</li> <li>\$925 (Maximum HSP rent)</li> <li><u>150 (SSI contribution)</u></li> <li>\$775 (Total HSP rent of \$283 PA shelter allowance and \$492 HSP rent supplement)</li> <li>Note: Income earned or received by members of the PA household does not reduce the HSP rent supplement but may reduce the shelter allowance under normal PA budgeting. This would result in the need for the PA family members to make an out-of-pocket contribution toward the rent. The out-of-pocket contribution is not treated like the Family contribution of the NPA household member.</li> </ul>		

Reductions in Rent Supplement over Five Years Revised information	For the first year, the family will receive the maximum rent amount (shelter allowance plus rent supplement) based on the PA case size and income in the household. After 12 months of receiving the supplement, the supplement will be reduced by 20 percent. Similarly, at the end of 24, 36 and 48 months there will be equal reductions in the supplement, with the supplement ending in its entirety after five years.		
	HSP participants will receive a budget reduction notice when each supplement reduction occurs.		
Payment of Arrears New information	Special Grant Issuance Code <b>A9</b> (HSP Rent Supplement [Non- Recoupable]) has been created for use when paying arrears for HSP cases. <u>Arrears may not be paid for any period the family was in</u> <u>sanction status</u> .		
Loss of Family Status Child turns 18	During the five-year period, if a family loses its family status (e.g., the youngest child turns 18) the family will no longer be eligible for the rent supplement. However, eligibility may continue up to one year if the 18-year-old individual is enrolled full time in an educational program that satisfies PA eligibility requirements.		
Revised information	Families with children who leave or age out may continue receiving the HSP supplement up to the fifth year as a single adult or adult couple at the appropriate supplement level (with the required reductions). These cases must have their additional needs code changed from <b>42</b> (HSP Shelter Allowance Supplement) to <b>48</b> (Shelter Allowance Supplement Adults Only) for placement in the demonstration project (see eligibility requirements on page 3). Continued placements after December 2006 will be subject to the continuation of the demonstration project.		
Change in Household Composition or Income	If the participant's PA household size increases or decreases, the rent supplement must be adjusted to reflect the amount for that household size. Additionally, if the household's NPA income increases or decreases, the HSP grant (shelter allowance plus supplement) must be adjusted. The adjustment may require the household to increase its out-of-pocket expense.		
Return to Housing Stability Plus Revised information	The household is ineligible for the rent supplement when any adult on the PA case is sanctioned or the case is closed for any reason. If the PA case is subsequently reopened or the sanctioned individual is activated within 12 months, the household may return to the HSP program. To be eligible for return to the program, the family must have an active PA case. The JOS/Worker must check NYCWAY for the identifying HSP action code. If a prior HSP action code, entered within the previous 12 months, exists, the case may be eligible for HSP again.		

Participant Moves to Another Apartment New telephone number DHS/HPD cases	If the participant desires to move to another apartment, s/he must contact DHS Quality Assurance by calling (212) 607-5310, where good cause for the move will be determined. If good cause is granted, DHS must register and inspect the new apartment. If the participant notifies HRA of the move, HRA will notify DHS of the participant's intent to move and obtain approval of the move in writing from DHS.	
Approval to move is made on a case-by-case basis	DHS will pay the broker's fee, security deposit and first month's rent for approved cases. The shelter allowance and rent supplement will subsequently be paid by HRA. The family must notify HRA of any address change, change in income or family composition, and the rent will be adjusted accordingly. Three months' rent in advance is not paid when the participant moves from one apartment to the next.	
ACS cases Revised information	For ACS cases not involving relocation from the shelter system, ACS will make a good cause determination and, if it finds good cause, will inform DHS and arrange for DHS to provide the necessary checks for the move.	
	If the individual contacts DHS regarding his/her intent to move, DHS must signify approval in writing or contact Riverview HSP.	
DV cases New information	For ODVEIS cases seeking to relocate from one apartment to another, ODVEIS will make the good cause determination based on health and/or safety issues. If good cause is granted, the ODVEIS Deputy Director of Eligibility (DDE) will approve the transfer and contact Riverview HSP to:	
	<ul> <li>process the transfer and issue checks for the move; <u>or</u></li> <li>notify the individual that the transfer was not approved.</li> </ul>	
	If the individual contacts ODVEIS directly regarding his/her intent to move, ODVEIS will inform the individual and Riverview HSP of the outcome of the request. Riverview HSP will take the appropriate action as mentioned above.	
REQUIRED ACTION		
OCP Staff	Upon receipt of the packet from DHS, ACS or ODVEIS, OCP will review the packet for completeness and take the following case actions:	

Day 1 actions	<ul> <li>If the packet is incomplete, the OCP Project Manager or unit supervisor must contact DHS, ACS or ODVEIS by e-mail or fax for the documents needed to complete the packet;</li> <li>Review the packet and WMS to ensure that the case status is active and the household composition is the same;</li> </ul>
	<ul> <li>If the case is closed or sanctioned, enter Action Code 163T (HSP Terminated – Inactive Case) in NYCWAY.</li> </ul>
	<ul> <li>Change the address of the household on the Turn-Around Document (TAD) and transfer the case in WMS to Riverview HSP or the appropriate WeCARE Hub as follows:</li> </ul>
	<ul> <li>Enter the participant's new address in elements 041, 042, 043, 045, 046 and 047 of the TAD.</li> </ul>
	<ul> <li>If applicable, delete the previous mailing address from elements 051, 052, 055, 056 and 057.</li> </ul>
	<ul> <li>Review WMS to determine the date of the next scheduled recertification interview.</li> <li>Enter the new Center number (037) in element 020 and the new caseload (0200) in element 021 of the TAD to transfer the case to the Riverview HSP Unit.</li> </ul>
	<b>Note:</b> If the recertification interview is scheduled for the prior, current or following month, the case must not be transferred until the recertification interview is complete.
Codes	<ul> <li>Enter the appropriate action code in NYCWAY with a Future Action Date (FAD) not to exceed 120 days:</li> </ul>
	<ul> <li>1630 – HSP Enrollment OCP: Need Rebudgeting</li> <li>163S – HSP Enrollment Special Assessment: Need Rebudgeting</li> </ul>
	Cases will automatically be placed on the appropriate worklist:
	<ul> <li>Cases with Action Code 1630 will appear on the HSP Need Budget (HSPNB) worklist;</li> </ul>

 Cases with Action Code 163S will appear on the HSP Need Budget – SP ASSESS (HSPDV) worklist.

Day 2 actions	<ul> <li>Calculate and save a new budget for eligible cases in active (AC) status as follows:</li> </ul>		
	<ul> <li>Change shelter type to 01 (unfurnished apartment).</li> <li>Enter the actual monthly rent amount in the FS Shelter Amount field (actual rent minus HSP supplement).</li> <li>Remove all shelter-related benefits (i.e., restaurant allowance, apartment search carfare, etc.) and transmit to the Display Results screen (NSBL80).</li> <li>Enter FS-only income source code 99 (Other Unearned Income) on the NSBL06 screen for the casehead and enter the FS Shelter Amount in the Amount field.</li> </ul>		
Ineligible budgets	• If the household is determined financially ineligible as a result of the above actions, recalculate and take the following actions:		
	<ul> <li>Place the PA portion of the case in single issue (SI) status to ensure that FS continues at the correct level.</li> <li>Enter the actual monthly rent minus the HSP monthly supplement for the FS Shelter Amount. In this instance, the actual rent is equal to the PA level rent.</li> <li>Enter FS-only income source code 99 (Other Unearned Income) on the NSBL06 screen for the casehead and enter the monthly amount of the shelter maximum (FS shelter amount) in the Amount field.</li> </ul>		
Day 3 actions	<ul> <li>Ensure all required OCP actions are complete and send the case for imaging.</li> </ul>		
	After the FAD expires:		
Up to three months after Day 2 actions	<ul> <li>Review the HSPNB worklist to determine cases that require rebudgeting;</li> <li>Calculate and save a budget by taking the following actions:</li> </ul>		
Additional Needs Code <b>42/48</b> – Shelter Allowance Supplement	<ul> <li>Enter on the household screen (NSBL02) the actual shelter amount (excluding the supplement amount) in the Shelter field.</li> <li>Enter code 42 (or code 48 if the case is a single adult or childless couple) in the Additional Needs field and the amount of the supplement in the Additional Needs Amount field, along with the other required information.</li> <li>Enter the landlord information in the restriction field (Restriction Indicator 1 for Additional Needs Code 42 and Restriction Indicator 3 for Additional Needs Code 48) and transmit to go to the NSBL06 screen.</li> </ul>		

	<ul> <li>Remove income source code 99 from the NSBL06 screen of the casehead, if applicable.</li> <li>Transmit and save the data to the budget in accordance with current procedure.</li> </ul>		
	• Enter Action Code <b>163R</b> (HSP Rebudgeting Completed).		
	<ul> <li>Case will automatically be placed on the HSP Rebudgeting Completed (HSPBC) worklist.</li> </ul>		
Cases Ineligible for HSP and No HSP Packet	For cases ineligible for HSP (e.g., case is in sanction status, financially ineligible or closed) and the HSP packet was not received by OCP, OCP staff will:		
Day 1 action Day 2 action Day 3 actions	<ul> <li>Change status of ineligible case to SI;</li> <li>Hold the SI case for review;</li> <li>Review the SI case for eligibility. If the case is eligible, proceed as described on pages 11–13. If ineligible:</li> </ul>		
	<ul> <li>Do not place the supplement on the budget;</li> <li>Enter Action Code 163T (HSP Terminated: Inactive Case) in NYCWAY;</li> <li>Attach a memo to the ineligible case indicating that the case was not processed and send to the director of the Riverview HSP Unit.</li> </ul>		
LOSU/DV Liaison	Upon receipt of the DV HSP packet, the LOSU/DV Liaison stationed in LOSU will review the packet for completeness, scan all documents into the HRA Image Viewer and take the following actions:		
Day 1 actions	<ul> <li>Change the address of the household on the TAD and transfer the case to Riverview HSP or an ADVENT location.</li> </ul>		
	<ul> <li>Enter the participant's new address in elements 041, 042, 043, 045, 046 and 047 of the TAD.</li> <li>Enter the new Center number (037) and caseload (2020) in elements 020 and 021, respectively, of the TAD.</li> </ul>		
Day 2 actions	<ul><li>Calculate and save a new budget as follows:</li><li>Enter \$0 for the monthly shelter amount.</li></ul>		
	<ul> <li>Remove all shelter-related benefits (i.e., restaurant allowance, apartment search carfare, etc.) and transmit to the Display Results screen (<b>NSBL80</b>).</li> </ul>		

Ineligible Budgets	<ul> <li>If the household is determined financially ineligible as a result of the above actions, recalculate and take the following actions:</li> </ul>		
	<ul> <li>Enter the actual monthly rent minus the HSP monthly supplement for the FS shelter amount.</li> <li>Enter FS-only income source code 99 (Other Unearned Income) on the NSBL06 screen for the casehead and enter the monthly amount of the shelter maximum in the Amount field.</li> </ul>		
	<ul> <li>Enter Action Code 163S (HSP Enrollment Special Assessment: Need Rebudgeting) in NYCWAY with a FAD not to exceed 120 days. The case will appear on the HSPDV worklist.</li> </ul>		
Day 3 actions	Forward the case to the Riverview Job Center HSP Unit or to an alternative ADVENT site if Riverview Job Center is unsafe for the DV victim for ongoing processing.		
Notices	The CNS notice informing the participant of the changes in his/her grants will be generated automatically.		
Riverview HSP Unit,	After the FAD expires:		
WeCARE and ADVENT Staff ODVEIS cases	<ul> <li>Review the HSPNB worklist to determine cases that require rebudgeting;</li> <li>Calculate and save a budget by taking the following actions:</li> </ul>		
	<ul> <li>Enter on the NSBL02 screen the actual shelter amount (excluding the supplement amount) in the Shelter field.</li> <li>Enter code 42 (or code 48 if the case is a single adult or childless couple) in the Additional Needs field and the amount of the supplement in the Additional Needs Amount field, along with the other required information.</li> <li>Enter the landlord information in the restriction field (Restriction Indicator 1 for Additional Needs Code 42 and Restriction Indicator 3 for Additional Needs Code 48) and transmit to go to the NSBL06 screen.</li> <li>Remove income source code 99 from the NSBL06 screen of the casehead, if applicable.</li> <li>Transmit and save the data to the budget in accordance with current procedure.</li> </ul>		
	• Enter Action Code <b>163R</b> (HSP Rebudgeting Completed).		
	<ul> <li>The case will automatically be placed on the HSP Rebudgeting Completed (HSPBC) worklist.</li> </ul>		
	<ul> <li>Monitor and follow up on the case for ongoing processing.</li> </ul>		

Multisuffix Cases For participants eligible for HSP and part of a multisuffix case, OCP and/or the LOSU/DV Liaison must change the address as described in the Required Actions for OCP Staff section (beginning on page 11) and use bottom-line budgeting to process the budgets for the case.

Job Center Staff In instances where the HSP participant reports having found a new apartment after receiving HSP advance benefits, the JOS/Worker at the Job Center must:

Refer to <u>PB #05-24-ELI</u> before taking any action.

- Take appropriate action to change the address and landlord information.
  - Perform a Change Case Data activity using the Paperless Office System (POS).
  - Go to the Address Information window and enter the new address in the Present Address field.

#### PROGRAM IMPLICATIONS Model Center Implications

Participants reporting to a Model Center to report finding a new apartment after receiving HSP advance benefits will receive a lavender numbered ticket from the Front Door Receptionist and be routed to the Customer Service Information Center (CSIC) to provide information and documentation regarding the new address and shelter amount.

The JOS/Worker in CSIC will gather the necessary information/documents and forward them to the Processing Unit. Staff in the Processing Unit must take appropriate action to:

- Perform a Change Case Data activity using POS;
- Go to the Address Information window and enter the new address in the Present Address field;
- Update shelter costs and landlord information in the Shelter (Housing) Expenses window;
- Initiate all required TAD actions for the POS TAD by updating the window that affects that element;
- Access WMS to calculate and save a budget by using the WMS icon;
- Scan all non-POS-generated forms and notices, especially those that are signed by the participant, except domestic violence– related documents, into the electronic case record.

Paperless Office System (POS)	JOS/Workers at POS Centers must:			
Implications	<ul> <li>Enter/update the address in the Address Information window.</li> <li>Update shelter costs and landlord information in the Shelter (Housing) Expenses window.</li> <li>Initiate all required TAD actions for the POS TAD by updating the window that affects that element.</li> <li>Use the Other Income window to enter FS-only code 99.</li> <li>Access WMS to calculate and save a budget using the WMS icon.</li> <li>Scan all non-POS-generated forms and notices, especially those that are signed by the participant, except domestic violence-related documents, into the electronic case record.</li> </ul>			
Food Stamp Implications	The rent supplement (in contrast to the shelter allowance) is exempt for Food Stamp purposes and will not impact the amount of food stamps the household receives.			
Medicaid Implications	Receipt of this rent supplement has no impact on Medicaid eligibility.			
LIMITED ENGLISH SPEAKING ABILITY (LESA) AND HEARING IMPAIRED IMPLICATIONS	For Limited English Speaking Ability (LESA) and hearing-impaired applicants/participants, make sure to obtain appropriate interpreter services in accordance with <u>PD #06-12-OPE</u> and <u>PD #06-13-OPE</u> .			
FAIR HEARING				
Avoidance/ Resolution	Supplement eligibility, reduction and termination decisions are issues for requesting a Fair Hearing. Ensure that all case actions are processed in accordance with current procedures and that electronic case files are kept up to date. Remember that applicants/participants must receive either adequate or timely and adequate notification of all actions taken on their case.			
Conferences at Job Centers	An applicant/participant can request and receive a conference with a Fair Hearing and Conference (FH&C) AJOS/Supervisor I at any time. If an applicant/participant comes to the Riverview Job Center or WeCARE Center requesting a conference, the Receptionist must alert the FH&C Unit that the individual is waiting to be seen. In Model Offices, the Receptionist at Main Reception will issue an FH&C ticket to the applicant/participant to route him/her to the FH&C Unit and does not need to verbally alert the FH&C Unit staff.			

The FH&C AJOS/Supervisor I will listen to and evaluate the applicant/participant's complaint. After reviewing the case file and discussing the issue(s) with the JOS/Worker responsible for the case and/or the JOS/Worker's Supervisor, s/he will determine if the action taken was correct. If the determination is that the action taken was correct, the FH&C AJOS/Supervisor I will explain the reason for the determination to the applicant/participant. If the explanation is accepted, no further action is necessary. The AJOS/Supervisor I must complete a Conference Report (M-186a).

If the determination is that the action taken was incorrect or correct but lacking the supporting documentation, the FH&C AJOS/Supervisor I will settle in conference (SIC), enter detailed case notes in NYCWAY and forward all verifying documentation submitted by the applicant/participant to the appropriate JOS/Worker for corrective action to be taken. In addition, if the adverse case action still shows on the **Pending (08)** screen in WMS, the AJOS/Supervisor I must prepare and submit a Fair Hearing/Case Update Data Entry Form (LDSS-3722) if the case has been granted aid continuing (ATC) to change the **02** to **01**, or a PA Recoupment Data Entry Form (LDSS-3573) to delete a recoupment. The <u>M-186a</u> must also be prepared.

Should the applicant/participant elect to continue his/her appeal by requesting or proceeding to a Fair Hearing which has already been requested, the FH&C AJOS/Supervisor I is responsible for ensuring that further appeal is properly controlled and that appropriate followup action is taken in all phases of the Fair Hearing process.

Evidence Packets All Evidence Packets must contain a detailed history, HSP-related forms/documents from DHS, ACS and/or ODVEIS, copies of relevant WMS screen printouts, other documentation relevant to the action taken and copies of NYCWAY **Case Notes** screens.

RELATED ITEMSPD #03-07-ELIPB #05-24-ELI

REFERENCE <u>03-ADM-07</u>

# ATTACHMENTS

A I I ACHMENTS □ Please use Print on Demand to obtain copies	Attachment 1	Housing Stability Plus (HSP) Maximum Rent Amounts
of forms.	Attachment 2	Department of Homeless Services Commitment Letter
DHS forms	Attachment 3	Department of Homeless Services Housing Stability Plus Application
	Attachment 4	DHS Housing Stability Plus Rent Supplement Program (PLUS Program) Participant Statement of Understanding
	Attachment 5	Housing Stability Plus Program Rider to Apartment Lease
	Attachment 6	DHS Housing Stability Plus Verification of Repair Agreement/HSP Inspection Result Form
	Attachment 7	NYC Department of Homeless Services Housing Stability Plus Monthly Household Income Contribution Worksheet
ACS forms	Attachment 8	Administration for Children Services Housing Stability Plus Application
	Attachment 9 Attachment 10	ACS Housing Stability Plus Certification Letter ACS Housing Stability Plus Rider to Apartment Lease
	Attachment 11	ACS Housing Stability Plus Landlord's Statement/Declaration
	Attachment 12 Attachment 13	ACS Landlord Certification of Housing Conditions ACS Housing Stability Plus Tenant Reminder of Important Payments
	Attachment 14	ACS Housing Subsidy Program Certification Letter for HRA-HSP
	Attachment 15	ACS Housing Stability Plus Reunification Verification
ODVEIS forms	Attachment 16	Human Resources Administration Housing Stability Plus Application
	Attachment 17	Human Resources Administration Housing Stability Plus Participant Statement of Commitment
	Attachment 18	Housing Stability Plus Ineligible Letter
	Attachment 19	Housing Stability Plus Acceptance Letter
	Attachment 20	Housing Stability Plus (HSP) Rider to Lease
	Attachment 21	Landlord's Statement
	Attachment 22	HSP Apartment Review/Walk Through Referral
	Attachment 23	Form Housing Stability Plus (HSP) Apartment Acceptance Form
	Attachment 24	ODVEIS/HSP Application Checkpoint List – DV/HSP Transmittal

PA Case Size	Shelter Allowance	Rent Supplement	Maximum Rent Amount
1	\$277	\$488	\$765
2	\$283	\$537	\$820
3	\$400	\$525	\$925
4	\$450	\$475	\$925
5	\$501	\$675	\$1176
6	\$524	\$652	\$1176
7	\$546	\$851	\$1397
8	\$546	\$851	\$1397
9	\$546	\$1130	\$1676
10	\$546	\$1130	\$1676
11	\$546	\$1466	\$2012
(Th2)	\$546	\$1466	\$2012
13	\$546	\$1466	\$2012
	\$546	\$1466	\$2012
15	\$546	\$1466	\$2012

### Housing Stability Plus (HSP) Maximum Rent Amounts

<u>Note</u>: The shelter allowance provided is the maximum shelter allowance for pregnant women and households with children. The maximum shelter allowance may be higher if there is an SSI individual in receipt of in the household.



Robert Hess Commissioner

Fran Winter First Deputy Commissioner

Roger Newman Deputy Commissioner Family Services

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

#### HOUSING STABILITY PLUS COMMITMENT LETTER

To:

**Certification Date:** 

PA-Case #:

Congratulations!

You have been found eligible for the City of New York's **Housing Stability Plus (HSP) Program**. The maximum monthly rent amount for your family is based on family member with **active** public assistance. If you believe this number is incorrect, please call our Application Unit at 212-361-7364/7365/6818. The maximum rent amount is based on your family's public assistance shelter allowance plus a rent supplement and is subject to rules of participation in the Housing Stability Plus program. Any family members receiving SSL are required to contribute **30%** of the total SSI amount directly to the landlord each month.

You will be receiving a list of apartments in New York City that were registered with DHS and are ready to be rented, or you can search on your own for a suitable apartment. Please show this letter to landlords and brokers during your search. When you find an apartment and the landlord agrees to rent to you, the landlord should contact the Office of Rehousing at 212-361-6611/6612/6613/6614 to register the apartment. If the apartment has already been registered and inspected, please have the landlord or broker fax the following required documents to the Linking Unit at (718) o88-8631.

1. Linking Information Fact Sheet.

- 3. Copy of the broker's license (if applicable).
- 2. Landlord statement (if applicable).

4. Notarized HSP Repair Agreement Form.

At lease signing, DHS will pay a pro-rated share of the first month's rent, the entire next three months' rent, onemonth security deposit, and a 15% broker's fee, if applicable. Future payments will be paid directly to the landlord. Further information on this program can be found by going to the DHS website, <u>www.nyc.gov/dhs</u>, and clicking on "Rent Your Apartment."

We wish you success in your apartment search.

Sincerely,

Office of Rehousing



Department Of Homeless Services - Division Of Family Services 1/28/2005
DHS HOUSING STABILITY PLUS APPLICATION Attachment 3
FAX TO: (212) 361-7488       (FOR EARNED INCOME FAX W-2 AND THE MOST RECENT TWO PAY STUBS)       Attachment 3
CLIENT INFORMATION Check If Client Receives FMPL OYMENT SSI SSA PA
CLIENT INFORMATION Check If Client Receives CHIPLOYMENT SSI SSA PA
First Name M.I. Last Name Adult / Children Case Number Street (SHELT OD')
Town State Zip Code
Shelter Contact Person     Title     Primary     Secondary     Other     Shelter Name
FAMILY INFORMATION PRINT ALL INFORMATION REQUESTED
1.
2.
Date of Birth (MM/DD/YYYY)     Sex     Social Security Number     PA Status
3.    First Name    Last Name    Relationship to Client
Date of Birth (MM/DD/YYYY) Sex Social Security Number PA Status
4. First Name Last Name Relationship to Client
Date of Birth (MM/DD/YYYY)     Sex     Social Security Number     PA Status
-1 11 11
5.
Date of Birth (MM/DD/YYYY)       Sex       Social Security Number       PA Status         * If additional family members in household, please attach a separate sheet with their information
APPLICANT'S DECLARATION
made a false statement, given false information or omitted information in connection with this application.
Applicant's Signature Date
Housing Specialist         Tel:         Date
LEASING INFORMATION DO NOT WRITE ON THIS PART. FOR DHS OFFICE USE ONLY
L   Sign Date:
a   State Date:    Public Assistance:   \$     Month   Day   Year ( 4 Digit )
s     End Date:

Department Of Homeless Services - Division Of Family Services 10/6/2004
DFIS         RENTAL ASSISTANCE HOUSING APPLICATION         Attachment 3
★ FAX TO: (212) 361-7488 ★
BUILDING INFORMATION
BOROUGH Block       Lot
Units Registration #   Units Registration #   Street Zip Code   AKA (LIST IF BUILDING HAS TWO REGISTERED ADDRESSES)
BROKER INFORMATION
L       I
First Name     M.I.     Last Name
Business Street Unit
Image: State       Image: State <td< td=""></td<>
Primary   Primary   Fax     Include MOBILE / PAGER NUMBER
LANDLORD INFORMATION
TIN     Legal Name                                       First Name     M.I.
Line 1 (Additional Information ie. "c/o", "Empire Building", etc.)
Official Correspondence Address (If P.O. Box - Alternate Address Must Be Filled In ) Unit
Town     State     Zip Code
Alternate Address     Courier Deliveries
Town     State     Zlp Code
Primary   Secondary



#### HOUSING STABILITY PLUS RENT SUPPLEMENT PROGRAM

#### PARTICIPANT STATEMENT OF UNDERSTANDING

Case Name: \_\_\_\_\_ PA Case Number: \_\_\_\_\_ SSN: \_\_\_\_\_

Under the Plus Program, the City will issue a monthly rent supplement (over and above my family's monthly public assistance shelter allowance) to eligible clients enrolled in the program. I agree to actively seek and to accept appropriate housing for the program in accordance with DHS Client Responsibility Standards.

As a condition of my participation in the Plus Program, I (and all other adults in my household who are public assistance participants) make the following commitments:

#### Required by Head of Household and All Adult Household Members in Receipt of Public Assistance.

- I understand that my rent supplement is based on the number of active members on my public assistance case. Each household member not in receipt of public assistance and who has income (for example, SSI) <u>must</u> <u>contribute</u> 30% of his or her income to the rent, or a pro-rata share of the rent, whichever is less, by direct payment to the andlord starting from the first full month of residency. I understand that the amount of this contribution will be taken into consideration in calculating the amount of the monthly rent supplement. This provision does not apply to ineligible non-citizens.
- I understand that I/will receive keys to my unit from my landlord at lease-signing and that if asked by my landlord for additional moneys above the scheduled rental amount for my household composition. I am under no obligation to pay these additional moneys.
- I further understand that when the period of eligibility for the rent supplement ends or when the monthly rent supplement is reduced or terminated for any of the reasons described in this Statement of Understanding, I will remain responsible for paying the full rent under my lease with the landlord or my lease with the primary tenant.
- I understand that the monthly rent supplement will be reduced by one fifth every year for a period of five years and will terminate at the end of five years. I will be responsible for making up any difference in the monthly rental amount by direct payment to the landlord.
- I understand that the monthly rent supplement will terminate under any the following circumstances:
  - If I (or any other public assistance participant in my household) fail, without good cause, to comply with any of the commitments in this Statement of Understanding.
  - If I (or any other public assistance participant in my household) am sanctioned because of a failure to comply with public assistance rules or regulations.
  - If my public assistance case is closed for any reason (i.e. failure to re-certify, excess income, non-compliance).
  - If I no longer have a child in my household who is under age 18 or under age 19 and regularly attending fulltime high school or the equivalent vocational training.

- If I vacate my approved Plus Program apartment, unless the administering agency finds that I am moving with good cause into another acceptable Plus Program apartment.
- I understand that if, as a result of income, my basic public assistance shelter allowance payment to the landlord is reduced, I will be responsible for making up the difference by direct payment to the landlord.
- I understand that I must notify HRA of any address change, change in income, or family composition and that my monthly rent supplement may be adjusted accordingly.
- I understand that aftercare services may be offered to me by the administering agency or an authorized community based organization. Aftercare services include, but are not limited to: entitlement advocacy, landlord-tenant mediation, anti-eviction services, employment and education services, health, mental health, and substance abuse services and child care.
- I understand that the head of household is responsible for paying the landlord (or the primary tenant in a shared living arrangement) the portion of rent that the Plus Program has determined the household is required to contribute, based on the program requirements, and that repeated failure to make such payments will be a violation of this Statement of Understanding. I further understand that failure to pay my portion of the rent may subject my family to eviction.
- I understand that I have a right to a fair hearing with HRA, with respect to my public assistance case, in the event of notification by HRA of its intention to impose a sanction or close my public assistance case, or with respect to the denial, termination or reduction of my monthly rent supplement.
- I agree that as long as I/remain eligible for the Plus Program monthly rent supplement, HRA will pay both my public assistance shelter allowance and the Plus Program monthly supplement directly to my landlord or the primary tenant in a shared living arrangement. Each SSI recipient in my household will pay 50% of their SSI income (or a pro-rated share of the rent, whichever is less) directly to the landlord every month. If my public assistance case is adjusted for any reason. I am obligated to pay the landlord directly any difference in the rent amount due.
- I agree that, if applicable, HRA and/or DHS may inform my landlord or the primary tenant that it is discontinuing all or part of the Plus Program monthly rent supplement.
- I understand that the Housing Stability Plus monthly rent supplement may be subject to recoupment in accordance with regulations that permit recoupment of public assistance grants that are overpaid or paid in error or as a result of inaccurate, misleading or incomplete information submitted by a public assistance applicant or recipient. This includes the recoupment of rent supplement amounts that may be paid in advance for periods during which my public assistance case is or becomes sanctioned or closed. I also understand that if, after signing a Housing Stability Plus lease, I fail without good cause to move into the leased unit, rent paid by the City of New York including the Housing Stability Plus rent supplement to the landlord for that apartment (generally more than three months rent) may be subject to recoupment.
- I will cooperate fully with DHS and HRA in its administration of the Plus Program.

#### **Required Signatures**

#### I have read and understand my obligations under this Statement of Commitment.



I confirm that all present household adult members have verbalized their understanding to the agreements outlined in this document, and that all adult household members have signed and received a copy of this agreement.

Date: \_\_\_\_\_

Facility Case Manager or Housing Specialist

DHS/HSP Lease Signing Form LS-07 Legal/Rev. 6/23/06

#### HOUSING STABILITY PLUS PROGRAM RIDER TO APARTMENT LEASE

Rider to Lease between		and	<b>PA</b> #
	(Landlord)		( The Plus Program Tenant )

- 1. Landlord and the Plus Program Tenant agree that in the event of any conflict between the provisions of this Rider and the Lease, the provisions of this Rider shall prevail. Collateral agreements pertaining to the Lease and this Lease Rider shall not be valid and shall have no legal effect on the Lease and this Lease Rider and not legally enforceable by the Landlord.
- 2. The Plus Program Tenant agrees that as long as he/she is a participant in the Plus Program, and receives Public Assistance, and receives credit against the rent obligation under the Lease, the Plus Program Tenant shall authorize payment of the Plus Program Tenant's ongoing monthly public assistance shelter allowance and Monthly Rent Supplement provided by the Plus Program directly to Landlord. The Landlord acknowledges that (a) the amount and duration of the Plus Program Tenant's public assistance shelter allowance is subject to all applicable public assistance laws and regulations, and (b) the amount and duration of the Plus Monthly Rent Supplement is subject to all applicable rules and requirements of the Plus Program. The Landlord and Plus Program Tenant understand that after the first year of this two-year lease the Plus Program rent supplement will decrease by 20%. The Plus Program Tenant shall be responsible for paying the amount by which the rent supplement decreases and shall pay said amount directly to the Landlord as set forth in the Participant Statement of Understanding and the Landlord Statement of Understanding.
- 3. If the Landlord materially violates its obligations under the Lease or this Rider, it shall be grounds for Tenant terminating the lease per the Landlord Statement of Understanding, and the City of New York has the right (but not the obligation) to bar the Landlord from further participation in the Plus Program. Material violations of the terms of the Lease or this Rider shall include, but are not limited to: any failure of the Landlord to have completed the repairs referred to in the Housing Stability Plus Verification of Repair Agreement executed by the Landlord within 30 days. Furthermore, for all material violations that result in the termination of the lease by the Plus Program Tenant, the City of New York reserves the right to recoup any security deposits and/or pre-paid Public Assistance or Plus Program rent payments made.
- 4. The Landlord agrees that, for the two (2) years lease term of the Plus Program tenancy, including any lease renewal, the rent of the Plus Program Tenant or of any other Successor Plus Program Tenant, shall not exceed the rent provided for in the Lease. Landlord shall not demand, request, or receive any payments or other consideration from Tenant or any member of Tenant's household, or any other public or private source for the unit beyond that authorized in the Lease and this Rider notwithstanding any written or oral collateral agreement to modify any provisions of the Lease and this Lease Rider. A violation of this paragraph four (4) shall be deemed a material violation under the Lease and this Lease Rider.
- 5. Landlord shall supply (a) heat as required that and heat are the Landlord's obligation to pay, not the transformed to pay heat and heat
- 6. Landlord represents that the Landlord \_\_\_\_\_ has complied or \_\_\_\_\_ will comply [initial as appropriate] with the applicable provisions of the New York City Childhood Lead Poisoning Prevention Act, New York City Local Law 1 of 2004, including but not limited to performing the turnover requirements mandated by NYC Administrative Code 27-2056.8. \_\_\_\_\_\_ (initial here)
- 7. Landlord also represents that the Landlord \_\_\_\_\_ has provided or \_\_\_\_\_ will provide [initial as appropriate] the Plus Program Tenant (1) the NYC Administrative Code 17-179(b) pamphlet prepared by the New York City Department of Health and Mental Hygiene that explains the hazards associated with lead based paint, and (2) the written results of the investigation of the Plus Program tenant's dwelling unit mandated by NYC Administrative Code 27-2056.4(a).
- 8. Landlord also represents that the Landlord \_\_\_\_\_ has complied or \_\_\_\_\_ will comply [initial as appropriate] with the applicable provisions of 40 Code of Federal Regulations Part 745, including but not limited to providing the Plus Program Tenant (1) an EPA-approved lead hazard information pamphlet, and (2) any records or reports available to the Landlord pertaining to lead-based paint and/or lead-based paint hazards in the Plus Program tenant's dwelling unit.
- 9. The rent payment of each month must be paid twice per month at Landlord's address in accordance with the Landlord Statement of Understanding dated Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first full three months rent, as set forth in the Lease, security deposit and pro-rated share of first month's rent is to be paid when Tenant signs this Lease.
- 10. Landlord represents that the subject apartment ("the Plus Program Unit") (Check one)
  - O is subject to rent stabilization.
    - is <u>not</u> subject to rent stabilization. (initial here)
- The Landlord represents that the subject apartment's State Division of Housing and Community Renewal's ("DHCR") building registration identification number is \_\_\_\_\_\_ (initial here)

(a)	The	Landlord	warrants	and	represents	that	the	Plus	Program		Apartment # was leased to the	e Plus Progran	, at n Tenant
	at a	maximum r	ent amoun	t of c	of \$				p	er mor	nth (the maximum	n rent amount is	s comprised
	of th	e Shelter A	llowance a	mount	of\$				a	nd the R	Rent Supplement a	mount \$	
	and	income pa	id by the	Tenar	nt \$				,	as applie	cable) by		

Attachment 5

WRITTEN Lease (Plus Program Lease) on	directly prior to occupancy by the Plus Program Tenant, and
further states that the Plus Program Unit is or is not subject to the	e rent stabilization law as indicated above.

Check the appropriate circle below.

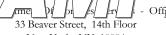
O Plus Program Tenant receives SSI. If checked, please see 11(b).

Plus Program Tenant does <u>not</u> receive SSI.

(b)

If the Plus Program Tenant receives	Supplemental Security Insurance (SSI), the maximum rent amount shall be comprised of the	
Shelter Allowance amount of \$	, the Rent Supplement amount of \$	_and thirty
percent (30%) of the monthly SS	I payment (or the pro-rata share of the monthly rent amount, whichever is less)	
in the amount of \$	. The SSI portion is the sole responsibility of the Tenant.	

- 12. At least ninety (90) days prior to the end of the lease term the Landlord shall provide the Plus Program Tenant with written notice of the the Landlords intent not to renew the lease. The Landlord shall serve concurrent notice of Landlord's intent not to renew the Lease upon the Tenant and the Commissioner of DHS.
- 13. If the Plus Program Unit is subject to Rent Stabilization, the Landlord warrants and represents that the rental provided in this Lease is at or below the lawful stabilized rent and that the DHCR registration number for these premises is accurately stated above.
- 14. If the Plus Program Unit is subject to Rent Stabilization, the Landlord shall, unless it has already done so, register the rent and services of the Plus Program Unit with DHCR within 30 days of renting the subject unit, Attn: Rent Registration Unit. If this Plus Program Unit was rented after it had been initially registered, the Landlord shall register the rent and services with DHCR at the time of filing the annual registration.
- 15. If this Plus Program Unit is subject to the Rent Stabilization Law the "Rent Stabilization Rider for Apartment House Tenants in New York City" is incorporated herein by reference and is made part of the lease apartment.
- 16. If the Plus Program Tenant vacates the apartment and/or any legal proceeding is commenced affecting the Plus Program tenancy or this Rider, the Landlord must provide written notice of the apartment vacancy and/or legal proceeding within five (5) business days of the occurrence of said event(s). Written notice of said event(s) must be served upon the Commissioner of DHS at:



New York, NY 10004

Δ

#### LANDLORD

Printed Name

Signature

Date

#### PLUS PROGRAM TENANT

Printed Name

Signature

Date

Printed Name

DHS Witness Signature

Printed Name

DHS Witness Signature

Date



# **Verification of Repairs Agreement**

I,				d below have agreed to comp	
these repairs	Department of Homeless Services' Quality before a lease is signed for the apartment ade, and I further agree to be in full comp	listed below. In	understand that	DHS shall rely on my certifi	
-				Joan Law 1 01 2001.	
OOR ID	Building Street Address	APT #	Boro	Contact Name	Contact Phone
Dated:					
		La	ndlord's Signat	ure	
	<u>S ACKNOWLEDGEMENT</u>		1		
Day of	k, co k of , fd personany appeared, e		SS: O	pt ] ] egoing	
Agreement freely	y and as a voluntary act for the uses and purposes t	herein mentioned.			
		Notary Pu	blic		
Inspector's	Initial: Inspection	Date:		_	
	This Original Verification of Repair A	greement form	must be presen	t at time of Lease Signing	7
	Housing Stability	Plue Incn	action <b>B</b>	esult Form	
	Housing Stability	i ius insp			
Inspector:	Insp	ection Date:		Pass	ck One No Repairs Needed
Bedroom	IS				
Living Ro	oom				
Kitchen					
Bathroor	ns				
Hallways					
Other Are	eas				

After you select a tenant and make these repairs, please call DHS' Office of Rehousing to schedule a lease signing: (212) 361-6996, 6997, 6995, 7367, 7497 Fax #: (718) 688-8631

#### Maximum rents and HSP benefits for families with SSI beneficiaries

SSI Recips.	PA Active	1	2	3	4	5	6	7	8	9	10	11	12
I [	Max Rent	765.00	820.00	925.00	925.00	1,176.00	1,176.00	1,397.00	1,397.00	1,676.00	1,676.00	2,012.00	2,012.00
0	Max <i>Plus</i>	765.00	820.00	925.00	925.00	1,176.00	1,176.00	1,397.00	1,397.00	1,676.00	1,676.00	2,012.00	2,012.00
	Rent Cap	820.00	925.00	925.00	1,176.00	1,176.00	1,397.00	1,397.00	1,676.00	1,676.00	2,012.00	2,012.00	2,012.00
1	Max Rent	820.00	925.00	925.00	1,105.60	1,176.00	1,356.60	1,397.00	1,577.60	1,676.00	1,856.60	2,012.00	2,012.00
	Plus Cap	765.00	820.00	925.00	925.00	1,176.00	1,176.00	1,397.00	1,397.00	1,676.00	1,676.00	2,012.00	2,012.00
Enter Monthly SSI	Max Plus	639.40	744.40	744.40	925.00	995.40	1,176.00	1,216.40	1,397.00	1,495.40	1,676.00	1,831.40	1,831.40
\$ 602.00	SSI Share	180.60	180.60	180.60	180.60	180.60	180.60	180.60	180.60	180.60	180.60	180.60	180.60
\$ 180.60													
	Rent Cap	- 00	925.0	76.00		1,3/	1,3	<del></del>	po	2,012.9	/	2,012.00	2,012.00
2	Max Rep		820/	25.00		1,/	1,1	Jo	00	1,676.		2,012.00	2,012.00
	Plus C <b>a</b>	( )	820	25.00		1 1	1,1	) þ	.00	1,676	,070.00	2,012.00	2,012.00
Enter Monthly SSI	Max Pl	765.00	87	5.00			1,	1 b	.00	1,676	.676.00	2,012.00	2,012.00
\$-	SSI Shar	<b>\</b> 00		0.00				- <u>/o</u>	0.00	ď		0.00	0.00
\$-		$\langle \rangle$											
	Rent		7 —	6.00	9 )2:	,3	7 0	1,676.00	2.00	2,01	2,012.00	2,012.00	2,012.00
3	Max		/	.00	92	<b>1</b> ,1	/ bo	1,397.00	Ē		L	2,012.00	2,012.00
	Plus	/00/	0.00	.od	92	/1,/ þ	00	1,397.00		,6		2,012.00	2,012.00
Enter Monthly SSI	Max Plus		20.00	<u> </u>	92 <u>9</u>	1,0	L <u>.,J</u> .00	1,397.0	1,001.00	,d		2,012.00	2,012.00
	SSI Share	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
\$-													
	Rent Cap	1,176.00	1,176.00	1,397.00	1,397.00	1,676.00	1,676.00	2,012.00	2,012.00	2,012.00	2,012.00	2,012.00	2,012.00
4	Max Rent	765.00	820.00	925.00	925.00	1,176.00	1,176.00	1,397.00	1,397.00	1,676.00	1,676.00	2,012.00	2,012.00
	Plus Cap	765.00	820.00	925.00	925.00	1,176.00	1,176.00	1,397.00	1,397.00	1,676.00	1,676.00	2,012.00	2,012.00
Enter Monthly SSI	Max Plus	765.00	820.00	925.00	925.00	1,176.00	1,176.00	1,397.00	1,397.00	1,676.00	1,676.00	2,012.00	2,012.00
\$-	SSI Share	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
\$-													

Directions	tions Enter the monthly SSI benefit into the shaded box for each SSI beneficiary. The SSI recipient's monthly rent obligation will be calculated in the cell below the shaded box.								
	Plus Cap <i>Max</i> Plus	The maximum rent allowed for the household before SSI contributions are calculated. The maximum rent allowed for the household. The maximum HSP benefit before the SSI contribution is calculated. The maximum Plus benefit (HSP & shelter allowance) after the SSI contribution (cannot be larger than Plus*). The monthly total SSI payment to the landlord from all beneficiaries							

	Administration For Children's Services Attachment 8 ACSHSP
	HOUSING STABILITY PLUS APPLICATION REV 2/05
	(FOR EARNED INCOME FAX W-2 AND THE MOST RECENT TWO PAY STUBS)
	EMPLOYMENT SSI SSA PA
Firs	L
Adu	Ilt / Children Client Primary Client Secondary
PA	Case Number Social Security Number
Stre	eet (CURRENT ADDRESS) Apt
Tov AC:	vn SRepresentative - Contact Primary H
	Secondary ACS Agency Address
1.	First Name       Last Name       Relationship to Client         Date of Birth ( MM/DD/YYYY )       Sex       Social Security Number       PA Status
2.	
	First Name     Last Name     Relationship to Client
	Date of Birth (MM/DD/YYYY)     Sex     Social Security Number     PA Status
3.	First Name     Last Name     Relationship to Client
	Date of Birth (MM/DD/YYYY) Sex Social Security Number PA Status
4.	First Name     Relationship to Client
	Date of Birth (MM/DD/YYYY)     Sex     Social Security Number     PA Status
5.	
	First Name     Last Name     Relationship to Client
* If a	Date of Birth (MM/DD/YYYY)       Sex       Social Security Number       PA Status         dditional family members in household, please attach a separate sheet with their information       PA Status         APPLICANT'S DECLARATION       PA Status
	declare that the statements contained in this application are true and correct and that I have not knowingly or willfully made a false statement, given false information or omitted information in connection with this application.
	Applicant's Signature Date
	ACS Representative Tel: Date
L	Sign Date: Total Month Rent: \$
e a	Month Day Year ( 4 Digit ) State Date: Public Assistance: \$
s e	Month Day Year(4 Digit) End Date: Security Deposit:
	Month Day Year(4 Digit)

Administration For Children's Services	ACSHSP
RENTAL ASSISTANCE HOUSING APPLICATION	REV 2/05
Attachment 8	
BOROUGH       Block       Lot         Units       Registration #       Unit (Apt.)       Floor       Rooms       Bedroom         Street       Zip Code         AKA (LIST IF BUILDING HAS TWO REGISTERED ADDRESSES)       OOR ID #	   
License No. First Name Business Street Town Primary Fax MAN MAN MAN MAN MAN MAN MAN MAN	
In Legal Name   First Name M.I.   Line 1 (Additional Information ie. "c/o", "Empire Building", etc.)   Official Correspondence Address   (Iff P.O. Box - Alternate Address Must Be Filled In)   Unit   Town   State   Zip Code	
Primary Secondary       Primary     Secondary       Revision Date: 2/6/2007       Include MOBILE / PAGER NUMBER       Fax	



#### JOHN B. MATTINGLY

Commissioner

#### ANNE WILLIAMS-ISOM

Special Counsel/Associate Commissioner, Community Affairs

# HOUSING STABILITY PLUS

# CERTIFICATION LETTER

February 6, 2007

To: <u>«Client\_First» «Client\_Last»</u> <u>«Current\_Client\_Address»</u> <u>#\_«Current\_FIAPT»</u> <u>«Current\_CityBoro», «Current\_State» «Current\_Zip\_Code»</u> PA-Case #: <u>«PA\_Case»</u> ACS Case # <u>«ACS\_Case»</u> HSP # <u>«HPAD»</u>

CC. <u>«Case Planner First» «Case Planner Last»</u> <u>«Case Planning Agency Name»</u>

«Case Planning Agency Address» «Floor» «Agency CityBoro», «Agency State» «Agency

Congratulations! You have been found eligible for the City of New York's Housing Stability Plus Program. The maximum amount of the rent supplement for your family is <u>Subsidy Amt</u>s based on <u>Subsidy Info Family Sizes</u> members of the family with active public assistance. The maximum rent amount is based on your family's public assistance shelter allowance plus a rent supplement and is subject to rules of participation in the Housing Stability Plus program. Persons who will be residing in your household who receive income, such as SSI, and are not on Public Assistance must contribute to the rent **30%** of their total SSI (or other) income directly to the landlord each month.

Zip C

Please show this letter to landlords and brokers during your search. When you find an apartment that you want to rent, and the landlord agrees to rent the apartment to you, the landlord or the representative should complete the package that is attached to this letter.

In addition, ACS needs the following document: a **Standardized 2 year lease**, **ACS Lease Rider**, a **Housing Condition/Inspection form**, a **Landlord statement**, **Intent to rent**, **proof of ownership (Deed)**, **substituteW9 from landlord and broker** and a copy of the **broker's license**. This information can be hand delivered or mailed to ACS at:

> ACS Office of Housing Policy & Development 150 William Street, 8th floor NY, NY 10038 Fax: 212-227-1267

At lease signing, ACS will provide checks for the payment of the pro-rated share of the current month's rent; three (3) months advance rent, one-month security deposit, and a broker's fee, if applicable. Future payments will be paid directly to the landlord from the Human Resources Administration. Further information on this program; call our info line at 212-442-HPAD (4723)

We wish you success in your apartment search.

Sincerely,

Coordinator, ACS Office of Housing Policy & Development

Administration for Children's Services

#### Attachment 10

#### HOUSING STABILITY PLUS PROGRAM RIDER TO APARTMENT LEASE

Rider to Lease between \_

(Landlord)

and \_\_\_\_\_

(The Plus Program Tenant)

Landlord and the Plus Program Tenant agree that in the event of any conflict between the provisions of this Rider and the Lease, the provisions of this Rider shall prevail.

The Plus Program Tenant agrees that as long as he/she is a participant in the Plus Program and in receipt of Public Assistance, and as credit against the rent obligation under the Lease, the Plus Program Tenant will authorize payment of the Plus Program Tenant's ongoing monthly public assistance shelter allowance and Monthly Rent Supplement provided by the Plus Program directly to Landlord. The Landlord acknowledges that the amount of the Plus Program Tenant's public assistance shelter allowance is subject to all applicable public assistance laws and regulations and the amount and duration of the Plus Program Monthly Rent Supplement is subject to all applicable rules and requirements of the Plus Program. Landlord and Plus Program Tenant understand that after the first year of this two-year lease, the Plus Program rent supplement will decrease by 20%. The Plus Program tenant will be responsible for making up the difference in the Housing Stability Plus rent payment by making direct payment to the landlord.

If the Landlord materially/violates its obligations under this Lease or Rider, the Plus Brogram Tenant has the right (but not the obligation) to terminate the Lease, and New York Cky has the right (but not the obligation) to bar the Landlord from further participation in the Illus Program.

(2**#**) months during the Plus Program tenancy, including any The andlord agr that, twe fou br a p eriod successor hty br bf ant Successor Plus Plus Program tenancy, the rent of exceed the rent provided for in this Lease.

The rent payment for each month must be paid monthly at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease.

Landlord represents that the subject apartment ("the Plus Program Unit") (Check one)

**O** is subject to rent stabilization.  $\tilde{1}$ 

**O** is <u>not</u> subject to rent stabilization.

\_\_\_\_\_ (initial here)

The Landlord represents that the subject apartment's State Division of Housing and Community Renewal's ("DHCR") building registration identification number is \_\_\_\_\_\_ (initial here)

The Landlord warrants and represents that the Plus Program Unit, Apartment # \_\_\_\_\_, at \_\_\_\_\_,

, was leased to the Plus Program Tenant at a rental of \$\_\_\_\_\_

per month by WRITTEN Lease (Plus Program Lease) on \_\_\_\_\_\_, 20\_\_\_\_ directly prior to occupancy by this the Plus Program Tenant, and further states that the Plus Program Unit is or is not subject to the rent stabilization law as indicated above.

The Landlord must provide the Plus Program Tenant with a minimum of ninety (90) days written notice if the Landlord does not intend to renew the lease. If the Plus Program Tenant does not receive such notice, the Plus Program Tenant has the right to renew the lease for one year, upon written notice by the tenant to the Landlord.

In the event that the Plus Program Tenant is reunified with his/her children who were residing in foster care, the Landlord may apply to DHS for a written lease modification.

If the Plus Program Unit is subject to Rent Stabilization, the Landlord warrants and represents that the rental provided in this Lease is at or below the lawful stabilized rent and that DHCR registration number for these premises is accurately stated above.

If the Plus Program Unit is subject to Rent Stabilization, the Landlord shall, unless it has already done so, promptly register the rent and services of the Plus Program Unit with DHCR, Attn: Rent Registration Unit. If this Plus Program Unit was rented after it had been initially registered, the Landlord shall register the rent and services with DHCR at the time of filing the annual registration.

If this Plus Program Unit is subject to the Rent Stabilization Law the "Rent Stabilization Rider for Apartment House Tenants in New York City" is incorporated herein by reference and is made part of the lease agreement.

The landlord must notify ACS if the Plus Program Tenant vacates the apartment and/or of the commencement of any legal proceeding affecting the Plus Program or this Rider, the obligation of the Landlord under this Rider, the Plus Program lease, or any Plus Program documents, by serving the Commissioner of ACS:

The Administration for Children's Services Office of Housing Policy & Development 150 William Street, 8<sup>th</sup> Fl. New York, NY 10038

Landlord

Date

PLUS PROGRAM Tenant

Date

Date



JOHN B. MATTINGLY

Commissioner

ANNE WILLIAMS-ISOM

Special Counsel/Associate Commissioner, Community Affairs

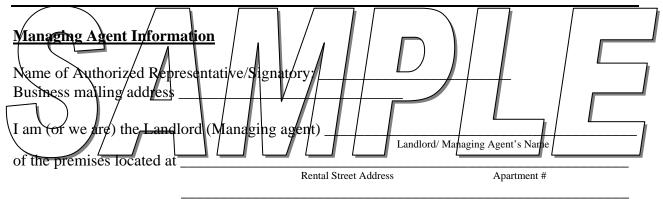
# **Housing Stability Plus**

Landlord Statement/Declaration

#### **Owner Information:**

Exact legal name of owner: \_\_\_\_\_\_ Business phone: \_\_\_\_\_\_ Social Security or Taxpayer ID#:

#### **Rental information**



Borough

Zip Code

I am (or we are) not the broker or in any way associated with the management of the agency charging a broker's fee for the procurement of the above premises

I declare that all the information supplied on this statement/declaration form is true and complete to the best of my knowledge.

Failures to provide true and accurate statements are punishable as a Class A Misdemeanor pursuant to Penal Law 175.30 (offering false instrument for filing to a public office or a public servant)

Landlord/Managing Agent Signature

Date

Attachment 12



JOHN B. MATTINGLY Commissioner

ANNE WILLIAMS-ISOM Special Counsel/ Associate Commissioner, Community Affairs

# **Landlord Certification of Housing Conditions**

Dear Owner/Managing Agent,

In order for you to receive the Housing Stability Plus subsidy, your apartment must meet a Housing Condition inspection. The purpose of the inspection is to ensure that the apartment to be subsidized is a clean and safe place for a family to live. Also that it will meet basic housing quality standards. It is therefore necessary that the apartment be inspected before it can be made available to an ACS Housing Stability Plus tenant.

In order to facilitate this process, we require the following information:

(New Apartment) Street Address:	
Apartment No: Cross Streets: Borough:	
Zip Code:	
Possible date and time to inspect:	-
Contact Person to gain access to apt:	-
Contact person Tel:	-

#### **Certification of current housing conditions**

I certify that conditions in the above mentioned apartment meets basic housing quality standards set by the City of New York

**Owner Signature** 

-----

Date

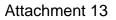
ACS CASE NAME:	ADDRESS OF INSPECTION:			
DATE OF 1 <sup>st</sup> INSPECTIONS://	REPAIRS NEEDED?	Yes	No	
DATE OF SCHEDULED RE- INSPECTONS:/	/REPAIRS CO	RRECTED?	Yes	No



NYC Administrations for Children's Services

## Attachment 12

I	IF A CONDITION DOES NOT EXIST PLEASE CHECK THE "N/A" COLUMN *SIGNATURES CONFIRM THAT ALL REPAIRS HAVE BEEN MADE PRIOR TO MOV	/E-IN DATE	
1. ELE	CTRICAL CONDITIONS IN APARTMENT	N/A NEED R	EPAIR*
a.	Broken, non-insulated or frayed wiring		
b.	Exposed wiring in reach of children including cover plates for light switches and sockets		
с.	Light fixture hanging from electric wiring		
d.	Exposed fuse box connections		
	DOW CONDITIONS		
2a.	Missing Panes of glass		
b.	Loose/cracked panes of glass		
с.	Non-functional window – near fire escape		
d.	Window guards in apartment (where there are		
u.	Children under the age of 10)		
e.	Missing window guards in rooms.		
с. f.	Missing window guards in Tooms. Missing window(s) or window(s) stuck in open/closed position		
3. CEI	LING AND WALL CONDITIONS		
a.	Large peelings, cracks or holes		
b.	Bulging or buckling of ceiling or wall. (Poss. water damage)		
c.	Loose surface material, including paint or plaster, falling or in danger of		
	falling.		
4. FLO	OR CONDITIONS	_	_
a.	Cracks or holes extending through sub flooring (under tiles/carpet)		
b.	Splintering or exposed/protruding nails.		
5. OTH	ER CONDITIONS		
a.	Gas Leak		
b.	Toilet missing/damaged or does not flush		
c.	No running/clear water		
d.	Non-Functional entrance door/locks		
e.	Non-functional heat for winter months		
f.	No or non-functional smoke/carbon dioxide detectors.		
g.	No or non-functional sink and bath		
h.	No or non-functional plumbing (stoppage/leakage)		
i.	No or non-functional stove and refrigerator		
j.	No or non-functional kitchen cabinets		
ı k.	No or non-functional closets & closet doors		
1.	Rodent/roach infestation		
	IDLORD/ LANDLORD     LANDLORD/ LANDLORD     C       RESENTIVE NAME (PRINT)     REPRESENTIVE NAME (SIGN)     C	CONTACT/WORK PHONE	Date
AC	S CLIENT NAME (PRINT) ACS CLIENT NAME (SIGN)	CONTACT/WORK PHONE	DATE
	S/AGENCY ACS/AGENCY PLANNER (SIGN)	CONTACT/WORK PHONE	DATE
AC	S Case Manager (Print) ACS Case Manager (Sign) Date	Contact/Work Phone	





## JOHN B. MATTINGLY

Commissioner

I,

### ANNE WILLIAMS-ISOM

Special Counsel/Associate Commissioner, Community Affairs

## HOUSING STABILITY PLUS TENANT REMINDER OF IMPORTANT PAYMENTS

\_\_\_\_\_, the Housing Stability Plus tenant understand that

## (Print full name)

after the first year of this two-year lease, my Housing Stability Plus rent supplement (not my shelter allowance) will decrease by 20%. At that time, I will be responsible for making up the difference in the Housing Stability Plus rent payment by making direct payment to the landlord.

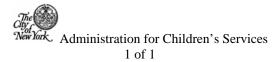


## SSI or Mixed Income Households Only

A member of your family is not on Public Assistance and receives income. Based on the rules and regulations of the Housing Stability Plus Program, that family member must contribute

\$\_\_\_\_\_ to the rent each month.

Head of Household Signature





**ADMINISTRATION FOR CHILDREN'S SERVICES** OFFICE OF FISCAL OPERATIONS 150 WILLIAM STREET – 9<sup>th</sup> FLOOR NEW YORK, NY 10038

JOHN B. MATTINGLY Commissioner

Date: \_\_\_\_\_

## ACS Housing Subsidy Program Certification Letter For HRA-HSP

ACS Case Number:	Applicant's Name:
ACS Case Name:	New Residence:
Child(ren)'s Name(s):	

To Whom It May Concern:

This letter certifies that the Administration for Children's Services has deemed this family conditionally eligible for Housing Stability Plus, subject to their opening a Public Assistance case for cash assistance. Through the Housing Subsidy Program, ACS has issued a total of \$\_\_\_\_\_\_ on behalf of the child(ren) and case named above. Payments were allocated as follows to the vendor(s) listed below:

Vendor Name	Amount	Service Period	Reason
These payments were issued to reu total amount needed to secure then Please issue a One-Shot/Deal on be Vendor Name	residence was \$ ehalf of the applicant, to the <u>Amount</u> \$ \$	The balance needed is vendors listed below for Service Period	s \$ or the reason(s) and amounts specified: Reason
The enhalten) will be released, we	te released from foster care		_/
Household Composition:			
<u>Name</u>	Social Security #	DOB	Relationship to Applicant
		// // //	
Household Income:			
<u>Name</u>	Gross Monthly Inco	ome	Source of Income
	\$		
	\$		

If you require any additional information please contact



JOHN B. MATTINGLY Commissioner

**ANNE WILLIAMS-ISOM** Special Counsel/Associate Commissioner, Community Affairs

## Housing Stability Plus Reunification Verification

### Date: <u>«Current\_Date»</u>

ATTENTION: Human Resources Administration Riverview Center 1951 Park Avenue, New York City

Please be advised that <u>«Client First» «Client Last»</u>, PA case # <u>«PA\_Case»</u> has been HEAD OF HOUSEHOLD NAME

certified as Housing Stability Plus eligible\* through ACS. The client formerly had children in foster care and lack of adequate housing was the only barrier to reunification. The children have been discharged from foster care to the care and custody of the above-mentioned client on <u>/ / 2005</u> and the family is now residing at <u>«New Address»</u> #«New Apt» «New CityState» «New Zip».

Based on reunifying PA family composition of <u>**Subsidy Info Family Size**</u>, dient is eligible for a total of <u>**Subsidy Amt**</u> HSP Subsidy. There is <u></u> amount of SSL income in the household. <u> 0, is 30</u>% of the SSL income, will be contributed directly to landlord.

Family Composition: All individuals listed below are apart of the household and residing at the above address.

$\square$		Relationship	D.O.B	Soqial Security Nq.
1	«CLIENT_FIRST» «CLIENT_LAST»	HEAD OF HOUSEHOLD	«DOB»	«SS»
2	—			
3				
4				
5				

\*There is a possibility that the children listed above are not currently or have never been on the Public Assistance Budget from this client.

Sincerely,

	()		Date:/	<u> </u>	_ <b>.</b>
(Circle one) Case Planner/Case Manager Signature	Tel				
Case Planner/Case Manager Contact Infor	<u>mation</u> (Please prir	nt clearly)			
(Circle one) Case Planner/Manager Name:					
Contract Agency or ACS Division Name	Mailing Addr	ess: Street No.	Address	City/State	Zip

Attachment 16

w-236b (reverse)

# 180 Water Street 24th Floor NY NY 10038 ATTN: HOUSING UNIT HOUSING STABILITY PLUS APPLICATION

BOROUGH		Block
Units  Street  AKA (LIST IF	Registration #	Unit (Apt.)       Floor       Rooms       Bedroom         Unit (Apt.)       Floor       Rooms       Bedroom         Zip Code       Zip Code       Coor ID #
License No.	License Name	  tion date (mm/dd/yy)
First Name Business Street Town Prima		M.I. Last Name M.I. Last Name Unit Unit State Zip Code Secondary
Fax		<b>INCLUDE MOBILE / PAGER NUMBER</b>
Fax Fax		
TIN First Name Line 1 (Addit	Legal Name Legal Name	M.I.       Last Name         ', etc.)       Unit
TIN First Name Line 1 (Addit	Legal Name Legal Name	

w-236b (face)

### Human Resources Administration

180 Water Street 24th Floor NY NY 10038 ATTN: HOUSING UNIT

## HOUSING STABILITY PLUS APPLICATION

(FOR EARNED INCOME PROVIDE W-2 OR THE MOST RECENT TWO PAY STUBS)

SECTION A: Client Information
Check here if client receives: EMPLOYMENT SSI SSA PA Other
First Name       M.I.       Last Name         Adult / Children       Client Primary       Client Secondary         Case Number       Social Security Number       Date of Birth
Street (SHELTER ADDRESS)     Unit     City     State     City     State   City   State   City   State   City   St
Section B: Family Information
1.
First Name Date of Birth ( MM/DD ) x Ci Se ity Nun Status 3.
First Name     Last Name     Relationship to Client
4.
5.
Section C: Applicant's Declaration
declare that the statements contained in this application are true and correct and that I have not knowingly or willfully made a false statement, given false information or omitted information in connection with this application.
Applicant's Signature Date
Housing Specialist Tel: Date
Leasing Information
L     Sign Date:     Total Month Rent:     \$       e     Month     Day     Year ( 4 Digit )
a     State Date:     Public Assistance:     \$       Month     Day     Year ( 4 Digit )
Security Deposit:  \$    e  End Date:    Month  Day    Year (4 Digit)    Broker's Fee:    \$

Attachment 16

w-236c



Attachment 17

HUMAN RESOURCES ADMINISTRATION HOUSING STABILITY PLUS

### HOUSING STABILITY PLUS PARTICIPANT STATEMENT OF COMMITMENT

Case Name:

PA Case Number: \_\_\_\_\_ SSN: \_\_\_\_\_

I understand that these are the rules for participation in The City of New York's Housing Stability Plus Program (HSP). Under the HSP Program, the City will issue a monthly rent supplement (over and above my family's monthly public assistance shelter allowance) to eligible clients enrolled in the program. As a condition of my participation in the HSP Program, I (and all other adults in my household who are public assistance participants) make the following commitments:

## PART A.

### Required by All Adult Household Members in Receipt of Public Assistance.

- I agree to actively seek and to accept appropriate housing for the program.
- I understand that the Housing Stability Plus monthly rent supplement will continue for a maximum of five years.
- I understand that the monthly rent supplement will decrease in 20% increments at the end of each of the first four years.
- I understand that the monthly rent supplement will end earlier under any of the following circumstances:
  - If I (or any other public assistance participant in my household) fall, without good cause, to comply with any of the communents in this/Statement of Commitment.
    - If I (or any other public assistance participant in my housefold) an sanctioned because of a failure to comply with public assistance rules or regulations.
    - It my public assistance case is closed for any reason (i.e. failure to referrify, excess income, non-compliance).
    - approved HSP apartment. unless HRA finds that I am moving with good cause <del>'an another acce</del>ptable HSP If I apartment.
- I understand that if, as a result of income, my basic public assistance shelter allowance payment to the landlord is reduced, I will be responsible for making up the difference by direct payment to the landlord.
- I understand that aftercare services will be offered by an authorized domestic violence service provider.
- I understand that I must notify HRA of any address change, change in income, or family composition and that my monthly rent will be • adjusted accordingly.
- I understand that my rent supplement is based on the number of active members on my public assistance case. 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 prorata share of the rent, whichever is less. I understand that the amount of this contribution will be taken into consideration in calculating the amount of the monthly rent supplement. This provision does not apply to ineligible non-citizens.
- I understand that the head of household is responsible for paying the landlord (or the primary tenant in a shared living arrangement) the portion of rent that the HSP Program has determined the household is required to contribute, based on the program requirements, and that repeated failure to make such payments will be a violation of this Statement of Commitment.
- I also understand that failure to pay my portion of the rent due may subject my family to eviction. •
- I understand that I have a right to a fair hearing with HRA, with respect to my public assistance case, in the event of notification by HRA of its intention to impose a sanction or close my public assistance case or with respect to the denial, termination, or reduction of my monthly rent supplement.

### • <u>PART B.</u> Required by the Head of the Household

PART C.

## Attachment 17

- I understand that the total amount of the public assistance shelter allowance and the HSP Program monthly rent supplement cannot, under any circumstances, exceed the monthly rent due under my lease or the lease of the primary tenant.
- I further understand that when the period of eligibility for the rent supplement ends or when the monthly rent supplement is reduced or terminated for any of the reasons described in this Statement of Commitment, I will remain responsible for the full rent due under my lease with the landlord or my lease with the primary tenant.
- I agree that as long as I remain eligible for the HSP Program monthly rent supplement, HRA will pay both my public assistance shelter allowance and the HSP Program monthly supplement directly to my landlord or the primary tenant in a shared living arrangement.
- I agree that, if applicable, HRA may inform my landlord or the primary tenant that it is discontinuing all or part of the HSP Program monthly rent supplement.
- I will cooperate fully with HRA in its administration of the HSP Program.

## **Required Signatures** I have read and understand my obligations under Parts A and B of this Statement of Commitment. Date: \_ Head of Household Signature SS# Date: SS# Adult Case Member Signature Date: SS Adult C se N en/ber/Signature Date: ase Member Signature Adult I confirm that all present household adult members have verbalized their understanding to the agreements outlined in this document, and that all adult household members have signed and received a copy of this agreement. Date: \_\_\_\_\_ Facility Case Manager or Housing Specialist



Date: \_\_\_\_\_

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

Dear Shelter Resident:

You have been found ineligible for the Housing Stability Plus Program for the following reason (s):

You have been residing in shelter for less then 42 days Your public assistance case was closed Head of household Public Assistance case is in sanction status. ther: (See Comments

\* Contact your job center worker to resolve the above issues

HSP Housing Worker Signature

Supervisor Signature

Date

If you disagree with our determination for the HSP benefit you are entitled to request a fair hearing. Please see information on reverse.

Cc: Facility File

#### **Conference and Fair Hearing Information**

#### CONFERENCE

If you think our decision is wrong, or if you do not understand our decision, please call us to set up a conference (informal meeting with us). To do this, call the Fair Hearing and Conference (FH&C) unit phone number on **page 1** of this notice or write to us at the address on **page 1** of this notice. Sometimes this is the fastest way to solve a problem you may have. We encourage you to do this even if you have asked for a Fair Hearing. If you ask for a conference, you are still entitled to a Fair Hearing.

#### STATE FAIR HEARING

How to Ask for a Fair Hearing: If you believe the decision(s) we are making is/are wrong, you may request a State Fair Hearing by telephone, writing, fax, in person or online.

(1) TELEPHONE: Call (800) 342-3334. (Please have this notice in hand when you call.)

(2)	WRITE:	Send a copy of the entire notice, with the "Fair Hearing Request" section completed, to: Office of Administrative Hearings New York State Office of Temporary and Disability Assistance P.O. Box 1930 Albany, NY 12201 (Please keep a copy for yourself.)
(3)	FAX:	Fax a copy of the entire notice, with the "Fair Hearing Request" section completed, to: (518) 473-6735.
(4)	IN PERSON:	Bring a copy of the entire notice, with the "Fair Hearing Request" section completed, to the Office of Administrative Hearings, New York State Office of Temporary and Disability Assistance at either: 14 Boerum Place, Brooklyn or 330 West 34th Street, 3rd floor, Manhattan.

(5) ONLINE: Complete an online request form at: <u>http://www.otda.state.ny.us/oah/forms.asp</u>

What to Expect at a Fair Hearing: The State will send you a notice that tells you when and where the Fair Hearing will be held. At the hearing, you will have a chance to explain why you think our decision is wrong. To help explain your case, you can bring a lawyer and/or witnesses such as a relative or a friend to the hearing, and/or give the Hearing Officer any written documentation related to your case such as: pay stubs, leases, receipts, bills and/or doctor's statements, etc. If you cannot come yourself you can send someone to represent you. If you are sending someone who is not a lawyer to the hearing instead of you. you must give that person a letter to show the Hearing Officer that you want that person to represent you. At the hearing, you, your lawyer or your representative can also ask questions of winesses whom we bring, br you bring to explain the case.

LEGAL ASSISTANCE: If you need feellegal assistance you may be able to obtain such assistance by contacting your local Legal Aid Society or other legal advocate group. You may locate the nearest Legal Aid Society or advocate group by checking the Yellow Pages under "Lawyers."

ACCESS TO YOUR FILE AND COPIES OF DOCUMENTS: To felp you get ready for the hearing, you have a right to look at your case fijes. If you call, write or fax us, we will send you free copies of the documents from your files, which we will give to the Hearing Officer at the Fair Hearing. Also, if you call, write or fax us, we will send you free copies of specific documents from your files which you think you may need to prepare for your Fair Hearing. To ask for documents or to find out how to look at your file, call (718) 722-5012, fax (718) 722-5018 or write to HRA Division of Fair Hearing, 14 Boerum Place, Brooklyn, New York 11201. If you want copies of your documents from your case file, you should ask for them ahead of time. Usually, they will be sent to you within three working days of when you asked for them. If you make your request less than five working days before your hearing, your case file documents may be given to you at your hearing.

**INFORMATION:** If you want more information about your case, how to ask for a Fair Hearing, how to see your file or how to get additional copies of documents, call or write to us at the phone number/address listed on page 1 of this notice.

#### FAIR HEARING REQUEST

Deadline: If you want the State to review our decision, you must ask for a Fair Hearing within sixty (60) days from the date of the notice for social services issues.

If you cannot reach the New York State Office of Temporary and Disability Assistance by phone, by fax, in person or online, please write to ask for a Fair Hearing before the deadline.

#### □I want a Fair Hearing. The Agency's decision is wrong because:

Print Name:				Case Number:
Address:				Telephone Number:
Street	Apt. City	State	Zip Code	
Signature				Date:



## HOUSING STABILITY PLUS ACCEPTANCE LETTER

January 5, 2005

Jane S. Doe PA-Case # 1234567-1

Dear Shelter Resident:

You have been found eligible for the City of New York's Housing Stability Plus Program. The maximum amount of the rent supplement for your family is **\$XXX.00** based on **X** members of the family with **active** public assistance. The maximum rent amount is based on your family's public assistance shelter allowance plus a rent supplement and it subject to rules of participation in the Housing Stability Plus (HSP) program. Because you are receiving SSU, 30% of your total SSI income or the pro rata share of the rent, whichever is less, will be contributed toward rent.

From your shelter provider, you will be receiving a list of apartments in New York City. In addition, you can search on your own for a suitable apartment. Please show this letter to landlords and brokers during your search. When you find an apartment that you want to rent, and the landlord agrees to rent the apartment to you, notify your shelter housing worker who will notify the Human Resources Administration.

To schedule an inspection and subsequent lease signing, HRA's Office of Domestic Violence (ODV) needs the following: a standardized two-year lease, a Landlord Statement if there is a broker, a copy of the broker's license, the Rider to Lease,, and an Apartment Acceptance form. These documents can be given to SHELTER NAME, WORKER'S NAME.

At lease signing, HRA will pay the landlord a pro-rated share of the first months rent, the entire second and third months rent, one-month security deposit, and a broker's fee if applicable. Future payments will be paid directly to the landlord. You are responsible for paying your SSI (or other income) rent contribution directly to the landlord. We wish you success in your apartment search.

Sincerely,



## HOUSING STABILITY PLUS PROGRAM (HSP) RIDER TO LEASE

RIDER to Lease between \_\_\_\_\_ (Landlord)

and \_\_\_\_\_(HSP Tenant) dated \_\_\_\_\_.

Landlord and the HSP Tenant agree that in the event of any conflict between the provisions of this Rider and the Lease, the provisions of this Rider shall prevail.

The HSP Tenant agrees that so long as she/he is a participant in HSP and in receipt of public assistance, and as a credit against the rent obligation under the Lease, she/he will authorize payment directly to Landlord of the HSP Tenant's ongoing monthly public assistance shelter allowance and the HSP monthly rent supplement provided the HSP Tenant's public assistance shelter allowance is subject to all applicable public assistance and that the amount and duration of the HSP's Tenant's HSP monthly rent supplement is subject to all applicable rules and requirements of HSP.

The Landlord agrees that, for a period of twenty-four (24) months during an HSP tenancy, the rent of the H\$P Tenant or of any successor HSP Tenant, shall not exceed the rent provided for in this Lease.

Landlord represents that the subject apartment (HSP Unit) is / is not subject to rent stabilization. (*Circle one*) and \_\_\_\_\_ (*initial here*).

Landlord represents that the subject apartment's DHCR building registration identification number is \_\_\_\_\_\_. (initial here)

The Landlord warrants and represents that the HSP Unit, Apartment #\_\_\_\_\_,

at	, was leased at a rental of
	,

\$\_\_\_\_\_ per month by WRITTEN Lease on

(Date), \_\_\_\_\_ directly prior to occupancy

by this HSP Tenant, and further states that the HSP Unit is or is not subject to the rent stabilization law as indicated above. If the HSP Unit is subject to rent stabilization, the

Landlord warrants and represents that the rental provided in this Lease is at or below the lawful stabilized rent and that the State Division of Housing and Community Renewal's (DHCR) registration number for these premises is accurately stated above.

If the HSP Unit is subject to rent stabilization, the Landlord shall, unless it has already done so, promptly register the rent and services of the HSP Unit with DHCR, Attention: Rent Registration Unit. If this HSP Unit was rented after it had been initially registered, the Landlord shall register the rent and services with DHCR at the time of filing the annual registration.

If this HSP Unit is subject to the rent stabilization law the "Rent Stabilization Rider for Apartment House Tenants in New York City" is incorporated herein by reference and is made part of this lease agreement.

The Landlord agrees to notify the New York City Human Resources Administration (HRA) if the HSP Tenant vacates the HSP Unit and/or of the commencement of any legal proceeding affecting the HSP Tenant under the Lease by serving the Commissioner of HRA at:

Human Resources Administration Office of Legal/Affairs 180 Water Street  $17^{\text{th}}$ Floor New York NY 100B DATE

Landlord

HSP Tenant



## LANDLORD'S STATEMENT

I am (or we are) the Landlord (managing agent	t)
	Landlord/ Managing Agent's Name
of the premises located at	
Borough	Apartment Number
the prosurement of the above premises.	associated with the management of the agency charging a broker's tee for
Business Address of Broker	Area Code and Telephone Number

Failures to provide true and accurate statements are punishable as a Class A Misdemeanor pursuant to penal Law 175.30 (offering false instrument for filing to a public office or a public servant)

Signature of Landlord

Date

Landlord Telephone Number



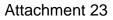
## HUMAN RESOURCES ADMINISTRATION OFFICE OF DOMESTIC VIOLENCE AND EMERGENCY INTERVENTION SERVICES

## HSP APARTMENT REVIEW/WALKTHROUGH REFERRAL FORM

DATE:

	HSP CLIENT INFORMATION				
NAME					
PA CASE #					
SS#					
FAMILY COMPOSITION	ADULTS:	CHILDREN:			
FACILITY					
BORO OF EXCLUSION: BROOKLYN BRONX MANHATTAN QUEENS S.I					
	APARTMENT TO BE INSPECTED	)			
ADDRESS LANDLORD/INFORMATION NAME HOME PHONE: ADDRESS CEIL PHONE: BROKER'S INFORMATION (IF APPLICABLE) NAME OFFICE PHONE:					
REALITY		CELL PHONE:			
	APT INSPECTION STATUS				
INSPECTOR'S NAME					
RESULTS: PASSED FAILED RESCHEDULEDYESNO IF RESCHEDULED DATE:					
SIGN-OFF					
INSPECTION WORKER:		DATE:			
SUPERVISOR:		DATE:			

HSP APARTMENT CHECKLIST <u>MUST</u> BE FORWARDED WITH THIS FORM





## **Housing Stability Plus (HSP)**

Apartment Acceptance Form

## Section A:

On	, <u>I</u>	inspected the apartment
located at: (Date)	(HSP client)	
(Enter Address below):		
I found the apartment to necessary formalities so	b be in good condition. I am	n authorizing HSP to proceed with the neut, as a tenant, as soon as possible.
Signature/		
Date: /		

## Section B

<u>Reconfirmation/Declination Statement</u> (to be signed the day of the lease signing)

 $\Box$  I reconfirm that I find the apartment located at the above address to be in good condition and therefore suitable for occupancy as is.

□ I decline to move into the aforementioned apartment for the following reasons:

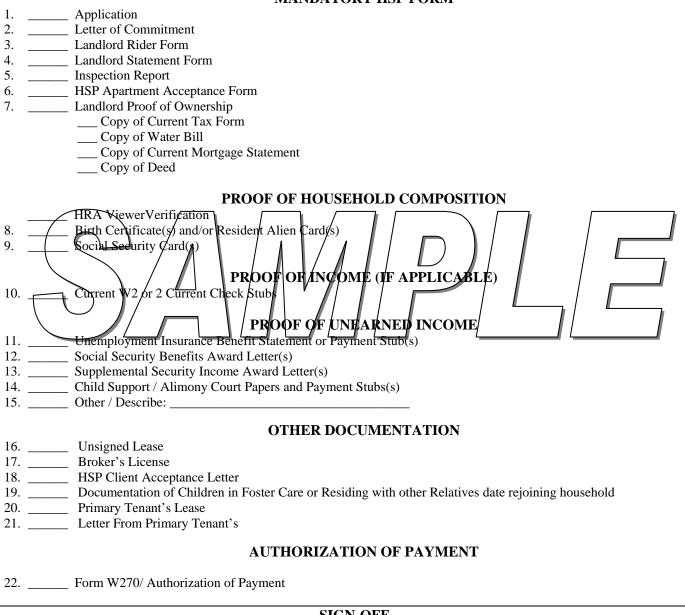
Signature:\_\_\_\_\_

Date:

### ODVEIS / HSP APPLICATION CHECKPOINT LIST DV/HSP TRANSMITTAL

APPLICANT'S INFORMATION			
LAST NAME	FIRST NAME	FACILITY	

#### <u>CHECKLIST TO BE COMPLETED IN PENCIL ONLY</u> MANDATORY HSP FORM



SIGN-OFF			
The attached complete HSP application has been reviewed with regard to the above checked items and provides copies of all the supporting documentation.			
ODVEIS/ HOUSING SPECIALIST	DATE		
ODVEIS/ SUPERVISOR	DATE		