



OFFICE OF POLICY, PROCEDURES, AND TRAINING

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Office of Procedures

POLICY BULLETIN #21-23-ELI

(This Policy Bulletin Replaces PB#21-15-ELI)

TEMPORARY CHANGE TO FAMILY HOMELESSNESS EVICTION PREVENTION SUPPLEMENT (FHEPS) A ELIGIBILITY REQUIREMENT DUE TO COVID-19

<p>Date: April 19, 2021</p>	<p>Subtopic(s): Shelter Supplement</p>
	<p>Revisions to the Original Policy Bulletin:</p> <p>This policy bulletin is being revised to:</p> <p>Inform staff that the signature requirement for FHEPS Applications, Modifications, and Restorations has been waived. Staff must read section 9 of the Family Homelessness & Eviction Prevention Supplement A and B (FHEPS A and B) Application (HRA-146a) to the applicant/participant over the telephone.</p> <p>If the applicant/participant agrees with the information on section 9 of the HRA-146a form, staff must enter a case comment indicating “FHEPS Application reviewed with client over the telephone. Client provided verbal agreement to items in section 9 of the HRA-146a.”</p> <p>If the applicant/participant disagrees with the information on section 9 of the HRA-146a form, staff must proceed with the normal rent arrears process.</p> <p>Attachment C was added to the procedure and includes section 9 information from the HRA-146a form.</p> <p>Purpose:</p> <p>The purpose of this policy bulletin is to inform staff of the Homelessness Diversion Unit (HDU), Case Management Unit (CMU) staff acting as HDU, other Job Center CMU staff and supervisors, and the FHEPS Centralized Determination Unit (FCDU) of a temporary change to one of the FHEPS A eligibility requirements due</p>

HAVE QUESTIONS ABOUT THIS PROCEDURE?
Call 718-557-1313 then press 3 at the prompt followed by 1 or
send an e-mail to *FIA Call Center Fax* or fax to: (917) 639-0298

Please refer to [PD #17-26-ELI](#) for the additional FHEPS A eligibility requirements.

to COVID-19. This policy bulletin is informational for all other staff.

In relation to the COVID-19 Emergency Eviction and Foreclosure Prevention Act, the Office of Temporary and Disability Assistance (OTDA) has agreed to temporarily waive the FHEPS A eligibility requirement that an applicant/participant must have a Housing Court proceeding. This eligibility requirement will be waived until at least May 1, 2021, or until the eviction moratorium within the Act is no longer in effect.

Revised

In addition, the signature requirement for FHEPS Applications, Modifications, and Restorations has been waived. Staff must read section 9 of the **HRA-146a** to the applicant/participant over the telephone. Please refer to **Attachment C** for the section 9 information from the **HRA-146a** form.

Revised

If the applicant/participant agrees with the information on section 9 of the **HRA-146a** form, staff must enter a case comment indicating “FHEPS Application reviewed with client over the telephone. Client provided verbal agreement to items in section 9 of the **HRA-146a**.”

Revised

If the applicant/participant disagrees with the information on section 9 of the **HRA-146a** form, staff must proceed with the normal rent arrears process, as the applicant/participant failed to provide verbal consent to section 9 of the **HRA-146a** form.

Provided that all other eligibility requirements are met, FHEPS A To Stay applications may be completed and submitted to FCDU and/or approved by FCDU if they include the following:

- A written rent demand from the landlord indicating that the tenant has defaulted on their rent and that without payment of the rent, the landlord will take back the apartment; or a threat of eviction due to nonpayment in writing from the landlord; **and**
- A copy of the Tenant’s Declaration of Hardship During the COVID-19 Pandemic.

Note: The Tenant’s Declaration of Hardship form can be found at <http://nycourts.gov/eefpa/>.

Temporary Change in Workflow

Provided that all other eligibility requirements are met, FHEPS A To Stay applications must be submitted to FCDU for a determination regardless of the arrears amount. The Tenant’s Declaration of Hardship During the COVID-19 Pandemic will serve as documentation of an extenuating circumstance.

Note: There are no changes in the allowable monthly rent amounts for FHEPS. Refer to the table below:

Family Size *	Maximum CA Shelter Allowance **	Maximum Rent Allowed	Enhanced Maximum Rent (Allowed Based on Good Cause ONLY) ***
1	\$277	\$1,048	\$1,265
2	\$283	\$1,096	\$1,323
3	\$400	\$1,311	\$1,580
4	\$450	\$1,311	\$1,580
5	\$501	\$1,693	\$2,040
6	\$524	\$1,693	\$2,040
7	\$546	\$1,899	\$2,291
8	\$546	\$1,899	\$2,291
9	\$546	\$1,950	\$2,639
10	\$546	\$2,003	\$2,639
11	\$546	\$2,055	\$2,996
12	\$546	\$2,107	\$2,996
13	\$546	\$2,159	\$3,354
14	\$546	\$2,212	\$3,354
15	\$546	\$2,263	\$3,711
16	\$546	\$2,316	\$3,711
17	\$546	\$2,367	\$4,069
18	\$546	\$2,420	\$4,069
19	\$546	\$2,473	\$4,426
20	\$546	\$2,524	\$4,426

* Number of family members in receipt of CA

** Based on the standard shelter allowances as of October 2020

*** There must be a good cause reason to apply the Enhanced Maximum Rent, which will be evaluated on a case-by-case basis. HDU must explain, in a POS case note, any good cause for applying the Enhanced Maximum Rent. If the only good cause reason pertains to the landlord's unwillingness to lower the rent or failure to respond to HRA's request, documentation must be provided to show that the landlord (or the landlord's representative) was contacted and refused to reduce the rent to the "Maximum Rent Allowed" or failed to respond.

Monthly breakdown of arrears

As many of these rent arrears requests will cover a significant number of months, HDU staff are also reminded to try to obtain a monthly breakdown of the arrears either from the applicant/participant and/or directly from the landlord. If, after diligent efforts are made, the breakdown cannot be obtained, HDU staff must still submit the FHEPS application to FCDU for review. FCDU will review the package in its entirety and determine if the breakdown is

deemed essential in order to determine FHEPS eligibility on a case-by-case basis, as they normally do.

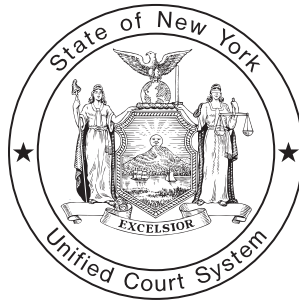
Effective Immediately

Related Item:

[PD #17-26-ELI](#)

Attachments:

- | | |
|---------------------|------------------------------------------------------------------------------------------------------------------|
| Attachment A | Tenant's Declaration of Hardship During the COVID-19 Pandemic (E) |
| Attachment B | Tenant's Declaration of Hardship During the COVID-19 Pandemic (S) |
| Attachment C | Waiver of the FHEPS Signature Requirement |
| HRA-146a (E) | Family Homelessness & Eviction Prevention Supplement A and B (FHEPS A and B) Application (Rev. 8/9/19) |
| HRA-146a (S) | Family Homelessness & Eviction Prevention Supplement A and B (FHEPS A and B) Application (Spanish) (Rev. 8/9/19) |

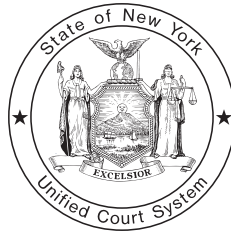


NOTICE TO TENANT:

If you have lost income or had increased costs during the COVID-19 pandemic, or moving would pose a significant health risk for you or a member of your household due to an increased risk for severe illness or death from COVID-19 due to an underlying medical condition, and you sign and deliver this hardship declaration form to your landlord, you cannot be evicted until at least May 1, 2021 for nonpayment of rent or for holding over after the expiration of your lease. You may still be evicted for violating your lease by persistently and unreasonably engaging in behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others.

If your landlord has provided you with this form, your landlord must also provide you with a mailing address and e-mail address to which you can return this form. If your landlord has already started an eviction proceeding against you, you can return this form to either your landlord, the court, or both at any time. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid rent to your landlord. You should also keep careful track of what you have paid and any amount you still owe.

For more information about legal resources that may be available to you, go to www.nycourts.gov/evictions/nyc/ or call 718-557-1379 if you live in New York City or go to www.nycourts.gov/evictions/outside-nyc/ or call a local bar association or legal services provider if you live outside of New York City. Rent relief may be available to you, and you should contact your local housing assistance office.



Index Number (if known/applicable): _____

County and Court (if known/applicable): _____

TENANT’S DECLARATION OF HARDSHIP DURING THE COVID-19 PANDEMIC

I am a tenant, lawful occupant, or other person responsible for paying rent, use and occupancy, or any other financial obligation under a lease or tenancy agreement at (address of dwelling unit):

YOU MUST INDICATE BELOW YOUR QUALIFICATION FOR EVICTION PROTECTION BY SELECTING OPTION “A” OR “B”, OR BOTH.

- A. I am experiencing financial hardship, and I am unable to pay my rent or other financial obligations under the lease in full or obtain alternative suitable permanent housing because of one or more of the following:
1. Significant loss of household income during the COVID-19 pandemic.
 2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.
 3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.
 4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.

To the extent that I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

- B. Vacating the premises and moving into new permanent housing would pose a significant health risk because I or one or more members of my household have an increased risk for severe illness or death from COVID-19 due to being over the age of sixty-five, having a disability or having an underlying medical condition, which may include but is not limited to being immunocompromised.

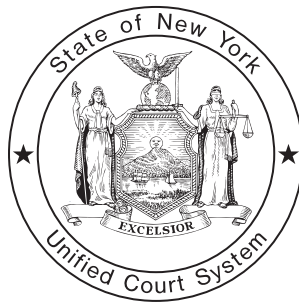
I understand that I must comply with all other lawful terms under my tenancy, lease agreement or similar contract. I further understand that lawful fees, penalties or interest for not having paid rent in full or met other financial obligations as required by my tenancy, lease agreement or similar contract may still be charged or collected and may result in a monetary judgment against me. I further understand that my landlord may be able to seek eviction after May 1, 2021, and that the law may provide certain protections at that time that are separate from those available through this declaration.

Signed: _____

Printed name: _____

Date signed: _____

NOTICE: You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false.

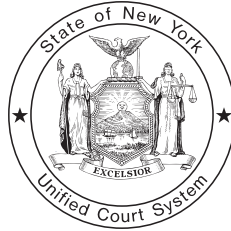


AVISO AL INQUILINO:

Si ha perdido sus ingresos o han aumentado sus gastos durante la pandemia COVID-19, o si mudarse le arriesgaría a usted o a un integrante de su hogar a una enfermedad grave o muerte por COVID-19 debido a afecciones subyacentes, al firmar y entregar esta declaración de penuria a su casero, no le pueden desalojar hasta por lo menos el 1 de mayo del 2021 por impago de alquiler o por tenencia después del vencimiento del contrato de alquiler. Aún le pueden desalojar por incumplimiento de su contrato de alquiler al persistentemente comportarse de manera irrazonable que infringe sustancialmente en el uso y disfrute de los otros inquilinos u ocupantes o causa un riesgo sustancial para los demás.

Si su casero le ha proporcionado este formulario, también deberá proporcionarle una dirección postal y una dirección de correo electrónico donde podrá devolver este formulario. Si su casero ya ha comenzado una acción de desalojo en su contra, en cualquier momento podrá devolver este formulario o a su casero, al tribunal o ambos. Aún le deberá el alquiler impago al casero. Mantenga un registro preciso de sus pagos y lo que todavía debe.

Si vive en la ciudad de Nueva York visite: www.nycourts.gov/evictions/nyc/ o llame al 718-557-1379 para obtener más información sobre recursos legales disponibles o si vive fuera de la ciudad de Nueva York visite: www.nycourts.gov/evictions/outside-nyc/ o llame al colegio de abogados local o proveedores de servicios legales. Pueden haber servicios disponibles para ayudarle con su alquiler, comuníquese con su oficina local de vivienda.



Número de índice (si se conoce/si es aplicable): _____

Condado y Tribunal (si se conoce/si es aplicable): _____

DECLARACIÓN DE PENURIA DEL INQUILINO DURANTE LA PANEDMIA DEL COVID-19

Soy el inquilino(a), ocupante legal, u otra persona responsable por los pagos de alquiler, el uso y la ocupación u otra obligación financiera bajo el contrato de arrendamiento o tenencia en (dirección de la unidad de vivienda):

INDIQUE A CONTINUACIÓN SU CALIFICACIÓN PARA LA PROTECCIÓN CONTRA EL DESALOJO AL SELECCIONAR LA OPCIÓN “A”, “B” O AMBAS

- A. Tengo dificultades económicas y no puedo pagar en su totalidad mi alquiler u otras obligaciones bajo el contrato de alquiler ni puedo obtener vivienda permanente, alterna y adecuada debido a una o más de las siguientes razones:
1. Pérdida significativa de ingresos del hogar durante la pandemia COVID-19.
 2. Aumento en gastos corrientes necesarios relacionados con la realización de trabajo esencial o relacionados con el impacto sobre la salud durante la pandemia COVID-19.
 3. Las responsabilidades de cuidado diurno para menores o el cuidado de familiares ancianos, discapacitados o enfermos durante la pandemia COVID-19 han impactado negativamente sobre mi capacidad o la capacidad de otros integrantes del hogar de obtener empleo significativo, ganar ingresos, o han aumentado los gastos.
 4. Es difícil mudarme debido a los gastos de mudanza y la dificultad en conseguir una vivienda alterna u otra residencia durante la pandemia COVID-19.

5. Otras circunstancias relacionadas con la pandemia COVID-19 han impactado negativamente mi capacidad de obtener empleo significativo o ganar ingresos o los ingresos del hogar han reducido significativamente o han aumentado significativamente mis gastos.

En la medida en que he perdido ingresos en el hogar o han aumentado los gastos, el ingreso recibido, sea por asistencia pública, incluso el seguro de desempleo, asistencia por desempleo por causa de la pandemia, el seguro por discapacidad o la licencia familiar pagada, que haya recibido desde el comienzo de la pandemia COVID-19 no compensa en su totalidad la pérdida de ingresos del hogar o el aumento de los gastos.

- B. Desocupar la instalación y mudarme a una nueva vivienda permanente presentaría un grave riesgo a mi salud o a la salud de un integrante del hogar a enfermedad grave o muerte por COVID-19 debido a ser mayor de 65 años, una discapacidad o afecciones subyacentes, que puede incluir, entre otros, estar inmunodeprimido.

Entiendo que debo cumplir con todos los demás términos legales de mi contrato de alquiler y tenencia o contrato semejante. Además, entiendo que los honorarios, multas o intereses legales por impago total de alquiler o por no haber cumplido con otras obligaciones financieras según requerido por mi tenencia, contrato de alquiler o contrato semejante aún podrán cobrarse y resultar en un fallo monetario en mi contra. Además, entiendo que mi casero puede solicitar el desalojo después del 1 de mayo del 2021 y que la ley puede proporcionarle, en ese momento, ciertas protecciones independientes disponibles a través de esta declaración.

Firmado: _____

Nombre impreso: _____

Fecha firmada: _____

AVISO: Está firmando y enviando este formulario bajo pena de ley. Esto significa que es ilegal hacer a sabiendas una declaración falsa en este formulario.

Waiver of the FHEPS Signature Requirement

The following is Section 9 of the Family Homelessness & Eviction Prevention Supplement A and B (FHEPS A and B) Application (**HRA-146a**). Please read the following to the applicant/participant over the telephone.

Applicant/Participant Agreement - *you acknowledge that you have read, understood, and agree to the following:*

I agree that my full monthly rent is \$_____ and that I owe my landlord the amount that my rent supplement and Cash Assistance (CA) grant does not cover.

I agree to inform the household member(s) who are not part of the CA case of their obligation to pay their share of the rent either directly to the landlord or to me as a contribution to household expenses.

I agree to have my rent supplement from HRA sent directly to my landlord and to report to my Job Center within 10 days if I learn that my landlord has changed or has a new mailing address.

I agree to report to my Job Center within 10 days and make an appointment with my preparer (if appropriate) within 10 days if anyone moves in or out of my home, if my income changes, if anyone is accepted for SSI, if the income of anyone else in my home changes (except for yearly cost of living increases) or if my rent changes. While this application is pending, I will report these changes to my preparer.

If I receive a rent supplement, I understand I cannot move without first obtaining written approval from NYC HRA for the move. I understand that I must complete a new application.

If I am requesting arrears, I acknowledge that the preparer explained and completed the necessary worksheets for me.

Family Homelessness & Eviction Prevention Supplement A and B (FHEPS A and B) Application

1. Client Information

Head of Household's First Name _____ MI _____ Last Name _____

Current Mailing Address Street _____

City _____ State _____ Zip Code _____

Phone Number _____ Alternate Phone Number _____

Cash Assistance (CA) Case Number _____

Are you in a special assessment situation? Yes No

2. Reason for Application

Check one:

FHEPS to stay in your apartment

New FHEPS application to move to new apartment (*enter new address at bottom of page 1*)

Are you moving from an HRA or DHS Shelter? Yes No

If No, reason for move:

Move from one FHEPS apartment to another FHEPS apartment (*enter new address at bottom of page 1*)

Reason for move: (*Must include good cause to justify move*)

New apartment Address (if applicable)

Street _____

City _____ State _____ Zip Code _____

(Turn page)

2. Reason for Application (continued)

- FHEPS Modification:
- Change in Income
 - Change in Rent
 - Change in Household Composition
- Application to Restore FHEPS; Prior Approval Date: _____

3. Proof of Eviction Proceeding (only required if you are facing eviction or have been evicted)

Select the document(s) that is being used as proof of a past/present eviction proceeding:

- Proof of an eviction proceeding, such as a Housing Court petition, judgment, order, or stipulation.
- Foreclosure Proceeding. Notice of possession (or writ of assistance), judgment of foreclosure, or notice of petition and holdover.
- Proof of Court-Ordered or City Agency vacate order.
- Proof that the household has to leave the apartment for health and/or safety reasons as determined by a City agency.

Does someone in the CA household appear as a tenant of record on the documents used as proof?

- Yes (skip to section 4)
- No (proof of residency at the time of the eviction proceeding must be provided.)

Indicate documentation submitted as proof of residency at the time of the eviction proceeding:

- Lease or agreement
- DMV Records
- School Records
- Bank Statements
- Phone / Utility Bill
- Other (please indicate)

(Turn page)

4. People Who Will Live in the Apartment

List all people who will live in the apartment. Include any individuals who are not receiving Cash Assistance and any individuals who have not moved into the apartment yet (such as a roommate).

The person listed on line 1 should be the head of household.

No.	Last Name	First Name, MI	Date of Birth	Relationship to Head of Household
1				Self
2				
3				
4				
5				
6				
7				
8	SAMPLE			
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

(Turn page)

5. Income of People Who Will Live in the Apartment

If any person who will live in the apartment has income, please indicate in “Monthly Income” column below. Indicate the source of each individual’s income (e.g. CA, Supplemental Security Income (SSI), Job, Foster Care payments).

No.	Name	Monthly Income	Income Source(s)
1			
2			
3			
4			
5			
6			
7			
8			

6. Lease Information for Apartment to Receive FHEPS Supplement

Is there a current lease or agreement for this apartment? Yes No

If yes, what is the lease renewal date? _____

If yes, is this lease information for the current apartment or a new apartment? Current New

If there is no lease or if the lease or rental agreement expires in less than 1 year, you must explain or provide proof that you can stay in the apartment for at least 1 year after your application is approved. *(Enter explanation below)*

Is the applicant household named in the lease or agreement? Yes No

If No, please verify that each requirement below is met:

The tenant of record must have a lease or otherwise have residency rights for at least 12 months for the residence at the time of approval of the application; **and**, Yes No

The tenant of record must have an income below 200% of the Federal Poverty Level; **and**, Yes No

The applicant(s) must be named as co-tenant on the tenant of record’s lease, in a court stipulation, or in a written agreement with the tenant of record or landlord that grants residency rights for at least 12 months from the time of application. Yes No

(Turn page)

7. Rental Information

Total Monthly Rent \$ _____ (If FHEPS To Stay, also see Worksheet on p. 7.)

Is the apartment rent regulated, controlled or stabilized? Yes No

If yes, is the current rent a preferential rent? Yes No

If yes, what is the maximum legal rent? _____

If the household has a roommate, please provide proof of ability to pay rent and date residency will begin.

Residency Start Date: _____

List contribution(s) to Rent by individuals or organizations who are not part of the CA household. This includes roommates or other individuals who are not on CA, whether or not they live/will live in the apartment.

Name	Rent Contribution

SAMPLE

8. Arrears (if arrears are not being requested, please skip to Section 9)

Total Rent Arrears Requested \$ _____ (see attached worksheets)

If total rent arrears requested are over \$9,000, please describe any special circumstances:

Is the applicant's name on the submitted eviction documentation? Yes No

If the applicant's name is not on the submitted eviction documentation, the applicant must submit proof of the family's portion of the accrued rent arrears for any period of time when the FHEPS family resided in the apartment.

Indicate documentation submitted as proof of residency at time of the accrued rent arrears:

- Lease or agreement
- School Records
- Phone / Utility Bill
- Other (please indicate)
- DMV Records
- Bank Statements

(Turn page)

8. Arrears (continued)

Are there arrears for a time period when the applicant was not living in the apartment?

Yes No

If yes, list the time period(s):

9. Applicant/Participant Agreement *(by signing below, you acknowledge that you have read, understood, and agree to the following)*

I agree that my full monthly rent is \$ _____ and that I owe my landlord the amount that my rent supplement and Cash Assistance (CA) grant does not cover.

I agree to inform the household member(s) who are not part of the CA case of their obligation to pay their share of the rent either directly to the landlord or to me as a contribution to household expenses.

I agree to have my rent supplement from HRA sent directly to my landlord and to report to my Job Center within 10 days if I learn that my landlord has changed or has a new mailing address.

I agree to report to my Job Center within 10 days and make an appointment with my preparer (if appropriate) within 10 days if anyone moves in or out of my home, if my income changes, if anyone is accepted for SSI, if the income of anyone else in my home changes (except for yearly cost of living increases) or if my rent changes. While this application is pending, I will report these changes to my preparer.

If I receive a rent supplement, I understand I cannot move without first obtaining written approval from NYC HRA for the move. I understand that I must complete a new application.

If I am requesting arrears, I acknowledge that the preparer explained and completed the necessary worksheets for me.

 Picture

Applicant/Participant Signature

Date

10. Preparer Information

Worker Name _____

Location _____

Telephone Number _____ Extension (if any) _____

(Turn page)

11. FHEPS To Stay Worksheet

Family Size *	Maximum CA Shelter Allowance **	Maximum Rent Allowed	Enhanced Maximum Rent (<i>Allowed Based on Good Cause ONLY</i>) ***
1	\$277	\$1,048	\$1,265
2	\$283	\$1,096	\$1,323
3	\$400	\$1,311	\$1,580
4	\$450	\$1,311	\$1,580
5	\$501	\$1,693	\$2,040
6	\$524	\$1,693	\$2,040
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18	\$546	\$2,420	\$4,069
19	\$546	\$2,473	\$4,426
20	\$546	\$2,524	\$4,426

SAMPLE

* Number of Family members in receipt of CA

** Based on the standard shelter allowances as of October 2019

*** There must be a good cause reason to apply the Enhanced Maximum Rent, which will be evaluated on a case-by-case basis. Explain below any good cause for applying the Enhanced Maximum Rent. If the only reason is the landlord's unwillingness to lower the rent, documentation must be provided that the landlord (or his/her representative) was contacted and refused to reduce the rent to the "Maximum Rent Allowed."

(Turn page)

13: Sanction Worksheet

This worksheet is to be used for months prior to the application for FHEPS or FHEPS Reinstatement when there was a Cash Assistance sanction in effect.

Worksheet for Calculating FHEPS Sanction Arrears that Cannot be Paid by HRA

1	2	3	4	5	6	7	8	9	10	11
Sanction Month	Total Number in CA Household (including sanctioned individuals[s])	Number of Individuals Sanctioned	Standard CA Shelter Allowance for Household	Rent Charged for a Month	Rent Charged for a Month in Excess of Shelter Allowance (Column 5 - Column 4)	Maximum FHEPS Supplement Amount	Lesser of Column 6 and Column 7 Amounts	Supplement Sanction Arrears Not to be paid (Column 3 divided by Column 2) X Column 8*	Reduction (if any) in Shelter Allowance on Account of Sanction Not to be paid	Total FHEPS Sanction Arrears Not to be paid (Column 9 + Column 10)
Totals										

SAMPLE

* For child support enforcement sanctions, multiply column 8 by 25%. In the case of both a child support and an employment sanction, (A) multiply column 8 by 25% to get the child support sanction amount, (B) multiply column 8 by 75% and multiply the result by column 3 divided by column 2, to get the employment sanction amount, and (C) add the results in A and B together to get the total sanction amount.

Total Sanction Arrears for a given month should be inserted in the worksheet in Section 12, Column "F" on Page 8 as sanction arrears that cannot be paid by HRA. If the sanction was in effect for only one cycle in the month, divide by two and note in columns 9 and 10 above.

Solicitud del Suplemento A y B para la Prevención de la Falta de Vivienda Familiar y el Desalojo (FHEPS A y B)

1. Información del cliente

Nombre del jefe del hogar _____ | _____ Apellido _____

Dirección postal actual Calle _____
Ciudad _____ Estado _____ Código postal _____

Número de teléfono _____ Número de teléfono alternativo _____

Número del caso de Asistencia en Efectivo (CA, por sus siglas en inglés) _____

¿Se encuentra usted en una situación de evaluación especial? Sí No

2. Motivo de la solicitud

Marque una casilla:

- FHEPS para permanecer en su apartamento
 Nueva solicitud de FHEPS para mudarse a nuevo apartamento (*ingrese la nueva dirección al pie de la página 1*)

¿Se está mudando de un refugio de la HRA o DHS? Sí No

En caso negativo, motivo de la mudanza:

- Mudanza de un apartamento FHEPS a otro apartamento FHEPS (*ingrese la nueva dirección al pie de la página 1*)

Motivo de la mudanza: (*Se debe incluir motivo justificado para la mudanza*)

Dirección del nuevo apartamento (si corresponde)

Calle _____
Ciudad _____ Estado _____ Código postal _____

(Voltee la página)

2. Motivo de la solicitud (continuación)

- Modificación de FHEPS:
- Cambio de ingreso
 - Cambio en el alquiler
 - Cambio en la composición del hogar
- Solicitud para restaurar FHEPS; fecha de aprobación previa: _____

3. Prueba de procedimiento judicial de desalojo (sólo necesaria si usted se enfrenta al desalojo o ya ha sido desalojado[a])

Seleccione el/los documento(s) que sirva(n) de prueba de procedimiento judicial de desalojo previo/actual:

- Prueba de procedimiento judicial de desalojo, tal como una petición del Tribunal de Vivienda, fallo, orden o estipulación.
- Ejecución hipotecaria. Aviso de posesión (o mandamiento de asistencia), fallo de ejecución hipotecaria o aviso de petición y retención.
- Prueba de orden de desocupar expedida por un tribunal o agencia de la ciudad.
- Prueba de que los miembros del hogar tienen que desocupar el apartamento por motivos de salud y/o de seguridad, tal como lo ha determinado una agencia de la ciudad.

¿Figura algún miembro del hogar de CA como inquilino oficial en los documentos utilizados como prueba?

- Sí (proceda a la sección 4)
- No (se debe presentar prueba de residencia a la hora del proceso de desalojo)

Indique la documentación presentada como prueba de residencia a la hora del procedimiento de desalojo:

- Contrato o acuerdo de arrendamiento
- Registros del Departamento de Motores y Vehículos (DMV, por sus siglas en inglés)
- Registros académicos
- Estados de cuenta bancaria
- Factura de teléfono / de servicios públicos
- Otro documento (favor de indicar)

(Voltee la página)

4. Personas que vivirán en el apartamento

Liste a todas las personas que vivirán en el apartamento. Incluya a toda persona que no reciba Asistencia en Efectivo y a toda persona que aún no se haya mudado al apartamento (como compañero de cuarto).

La persona listada en la línea 1 debe ser el jefe/la jefa del hogar.

Núm.	Apellido	Primer nombre, inicial del segundo nombre	Fecha de nacimiento	Parentesco con el jefe del hogar
1				Sí mismo(a)
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

SAMPLE

5. Ingreso de las personas que vivirán en el apartamento

Si cualquier persona que vivirá en el apartamento obtiene ingresos, favor de indicarlo a continuación en la columna para "Ingreso Mensual". Favor de indicar la fuente de ingreso de cada persona (ej. Asistencia en Efectivo, Ingreso de Seguridad Suplementaria [SSI], trabajo, pagos por cuidado de crianza).

Núm.	Nombre	Ingreso mensual	Fuente(s) de ingreso
1			
2			
3			
4			
5			
6			
7			
8			

6. Información sobre el contrato de arrendamiento para el apartamento que recibirá el suplemento de FHEPS

¿Existe contrato o acuerdo de arrendamiento actual para este apartamento? Sí No

¿En caso afirmativo, cuál es la fecha de renovación del contrato de arrendamiento?

En caso afirmativo, es esta información del contrato de arrendamiento para el apartamento actual o para uno nuevo? Actual Nuevo

Si no hay contrato de arrendamiento o si el contrato o acuerdo de arrendamiento se vence en menos de 1 año, usted debe explicar o proporcionar prueba de que usted puede permanecer en el apartamento por lo menos 1 año después de que se apruebe su solicitud (ingrese *la explicación a continuación*)

¿Se nombra en el contrato o acuerdo de arrendamiento al hogar que solicita? Sí No

En caso negativo, favor de verificar que se cumplan todos los requisitos a continuación:

El inquilino oficial debe tener un contrato de arrendamiento o sino tener derecho a ocupar la residencia por un mínimo de 12 meses, a la hora de aprobar la solicitud **y**, Sí No

El ingreso del inquilino oficial debe ser inferior al 200% del nivel de pobreza federal **y**, Sí No

El/los solicitante(s) debe(n) estar nombrado(s) como coinquilinos en el contrato de arrendamiento del inquilino oficial, en una estipulación judicial, o en un acuerdo por escrito con el inquilino oficial o por el arrendador que otorga el derecho de ocupar la residencia durante un mínimo de 12 meses a partir de la fecha de la solicitud. Sí No

(Voltee la página)

7. Información sobre el alquiler

Alquiler mensual total \$ _____ (si es de FHEPS Para Permanecer, vea también la hoja de cálculo en la página 7)

¿Está regulado, controlado o estabilizado el alquiler del apartamento? Sí No

En caso afirmativo, ¿es preferencial el alquiler actual? Sí No

En caso afirmativo, ¿cuál es el alquiler máximo legal? _____

Si el hogar incluye un compañero de cuarto, favor de proporcionar prueba de la capacidad que tiene el compañero de pagar alquiler y la fecha en que comenzará a vivir allí.

Fecha de comienzo de residencia: _____

Lista de contribución(es) de alquiler por personas u organizaciones que no sean parte del hogar que recibe CA. Esto incluye a compañeros de cuarto u otras personas que no reciban CA, independientemente de si viven/vivirán en el apartamento.

Nombre	Contribución para alquiler

8. Atrasos (si no se están solicitando atrasos, favor de proceder a la Sección 9)

Total de atrasos de alquiler reclamados \$ _____ (ver hojas de cálculo adjuntas)

Si el total de atrasos de alquiler reclamados suman más de \$9,000, favor de explicar cualquier circunstancia especial:

¿Figura el nombre del solicitante en la documentación de desalojo presentada?

Sí No

Si el nombre del solicitante no figura en la documentación de desalojo presentada, el solicitante debe proporcionar prueba de la porción familiar de atrasos de alquiler acumulados por cualquier período de tiempo, cuando la familia de FHEPS residía en el apartamento.

Indique la documentación presentada como prueba de residencia a la hora de los atrasos de alquiler acumulados:

- Contrato o acuerdo de arrendamiento
- Registros del Departamento de Motores y Vehículos
- Registros académicos
- Estados de cuenta bancaria
- Factura de teléfono / de servicios públicos
- Otro documento (favor de indicar)

(Voltee la página)

8. Atrasos (continuación)

¿Existen atrasos por algún período durante el cual el solicitante no vivía en el apartamento?

Sí No

En caso afirmativo, liste el/los período(s):

9. Acuerdo del solicitante/participante (al firmar a continuación, usted reconoce haber leído, entendido, y acordado lo siguiente)

Estoy de acuerdo con que la suma de mi alquiler total mensual es de \$ _____ y que le debo a mi arrendador la cantidad no cubierta por el suplemento de alquiler y la concesión de la Asistencia en Efectivo (CA, por sus siglas en inglés).

Acuerdo informar a los miembros del hogar quienes no sean parte del caso de CA, sobre su obligación de pagar su porción del alquiler, ya sea directamente al arrendador o a mí, como contribución a los gastos del hogar.

Acuerdo que se envíe el suplemento de alquiler de la HRA directamente a mi arrendador y a presentarme en mi centro de trabajo dentro de 10 días si me entero que el arrendador ha cambiado o tiene una nueva dirección postal.

Acuerdo presentarme a mi centro de trabajo dentro de 10 días y programar una cita con la persona que rellene el formulario (en caso apropiado) dentro 10 días, si alguien se muda a mi apartamento o fuera del mismo, si mi ingreso cambia, si aprueban a alguien para recibir SSI, si cambia el ingreso de cualquier otra persona en el hogar (excepto por el incremento del costo anual de vida) o si cambia mi alquiler. Mientras esta solicitud esté pendiente, notificaré estos cambios a la persona responsable de preparar esta solicitud .

Si recibo el suplemento de alquiler, comprendo que no puedo mudarme sin primero obtener aprobación por escrito por parte de la HRA de la ciudad de Nueva York. Comprendo que debo rellenar una nueva solicitud. Si estoy solicitando atrasos, reconozco que la persona que prepara esta solicitud me explicó y rellenó las hojas de cálculo en mi nombre.

 Picture

Firma del solicitante/participante

Fecha

10. Información sobre la persona que prepara la solicitud

Nombre del trabajador _____

Ubicación _____

Número de teléfono _____ Extensión (de haberla) _____

(Voltee la página)

11. Hoja de cálculo de FHEPS para permanecer

Número de personas en la familia *	Máxima asignación de albergue de CA**	Máximo alquiler permitido	Máximo alquiler incrementado (SÓLO permitido en base a motivo justificado) ***
1	\$277	\$1,048	\$1,265
2	\$283	\$1,096	\$1,323
3	\$400	\$1,311	\$1,580
4	\$450	\$1,311	\$1,580
5	\$501	\$1,693	\$2,040
6	\$524	\$1,693	\$2,040
7	\$546	\$1,899	\$2,291
8	\$546	\$1,899	\$2,291
9	\$546	\$1,950	\$2,639
10	\$546	\$2,003	\$2,639
11	\$546	\$2,055	\$2,996
12	\$546	\$2,107	\$2,996
13	\$546	\$2,159	\$3,354
14	\$546	\$2,212	\$3,354
15	\$546	\$2,263	\$3,711
16	\$546	\$2,316	\$3,711
17	\$546	\$2,367	\$4,069
18	\$546	\$2,420	\$4,069
19	\$546	\$2,473	\$4,426
20	\$546	\$2,524	\$4,426

SAMPLE

* Número de miembros de la familia que reciben CA

** Basado en la norma de asignaciones monetarias de albergue a partir de octubre 2019

*** Debe haber motivo justificado para solicitar el Alquiler Máximo Incrementado, el cual se evaluará caso por caso. Explique a continuación cualquier motivo justificado para solicitar el Alquiler Máximo Incrementado. Si el único motivo es el rechazo del arrendador de reducir el alquiler, se debe proporcionar documentación de que se estableció comunicación con el arrendador (o con su representante) y de que éste se rehusó a reducir el alquiler al "Alquiler Máximo Incrementado."

13: Sanction Worksheet

This worksheet is to be used for months prior to the application for FHEPS or FHEPS Reinstatement when there was a Cash Assistance sanction in effect.

Worksheet for Calculating FHEPS Sanction Arrears that Cannot be Paid by HRA

1	2	3	4	5	6	7	8	9	10	11
Sanction Month	Total Number in CA Household (including sanctioned individuals[s])	Number of Individuals Sanctioned	Standard CA Shelter Allowance for Household	Rent Charged for a Month	Rent Charged for a Month in Excess of Shelter Allowance (Column 5 - Column 4)	Maximum FHEPS Supplement Amount	Lesser of Column 6 and Column 7 Amounts	Supplement Sanction Arrears Not to be paid (Column 3 divided by Column 2) X Column 8*	Reduction (if any) in Shelter Allowance on Account of Sanction Not to be paid	Total FHEPS Sanction Arrears Not to be paid (Column 9 + Column 10)
Totals										

SAMPLE

* For child support enforcement sanctions, multiply column 8 by 25%. In the case of both a child support and an employment sanction, (A) multiply column 8 by 25% to get the child support sanction amount, (B) multiply column 8 by 75% and multiply the result by column 3 divided by column 2, to get the employment sanction amount, and (C) add the results in A and B together to get the total sanction amount.

Total Sanction Arrears for a given month should be inserted in the worksheet in Section 12, Column "F" on Page 8 as sanction arrears that cannot be paid by HRA. If the sanction was in effect for only one cycle in the month, divide by two and note in columns 9 and 10 above.