

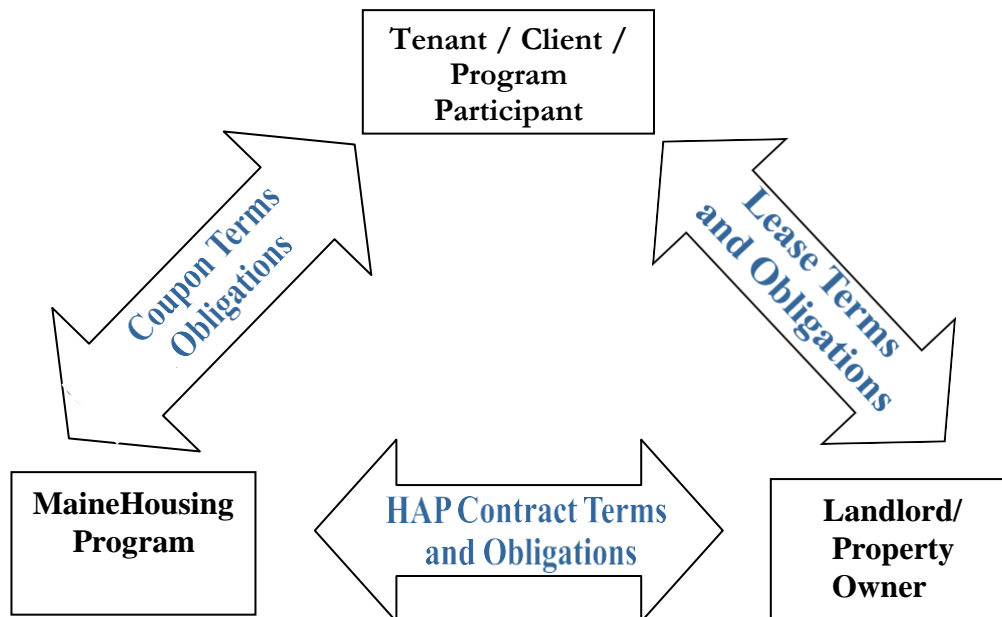
# MAINE STATE HOUSING AUTHORITY

## ADMINISTRATIVE PLAN FOR THE STABILITY THROUGH ENGAGEMENT PROGRAM (STEP) & MAINE RAPID RE-HOUSING TENANT BASED RENTAL ASSISTANCE PROGRAM (Maine TBRA)

### TABLE OF CONTENTS

SECTION 1 – GENERAL POLICIES .....	1
A. Purpose of the Plan.....	1
B. MaineHousing’s Equal Access Policy .....	1
C. Fair Housing Complaints.....	2
D. Code of Conduct... ..	2
E. Area of Operation.....	3
F. Homeless Program Officer .....	3
G. Housing Assistance Navigator .....	3
SECTION 2 – ELIGIBILITY AND REQUIREMENTS.....	4
A. Homelessness .....	4
B. Income Guidelines .....	5
C. Housing Stability Plan .....	5
D. Previous Participation.....	5
E. Applicants with Disabilities .....	5
SECTION 3 – PROCEDURES FOR PARTICIPANT SELECTION.....	6
A. Participant Selection .....	6
SECTION 4 – SUBSIDY STANDARDS.....	6
A. Bedroom Allocation .....	6
SECTION 5 – ABSENCE FROM UNIT .....	6
SECTION 6 – FAMILY SEPARATION.....	7
SECTION 7 – SCREENING FOR CRIMINAL ACTIVITY... ..	7
SECTION 8 – DENIAL OF ADMISSION.....	7
A. Mandatory Denial for Criminal Activity.....	7
B. Discretionary Denial for Criminal Activity... ..	7
C. Discretionary Denial for Owing Money to MaineHousing.....	8
D. Informal Reviews for Applicants.....	8
SECTION 9 – COUPON ISSUANCE, TERM, EXTENSIONS AND MOVING RESTRICTIONS... ..	8
A. Coupon Term and Extensions... ..	8
B. Moving Restrictions .....	9
SECTION 10 – OWNERS.....	9
A. Outreach to Owners.....	9
B. Owner Enforcement... ..	10
C. Disapproval of Prospective Owners.....	10
SECTION 11 – HOUSING QUALITY .....	10
A. Inspection Standards .....	10
B. MaineHousing Standards .....	10
C. Housing Inspections .....	10

D. Owner's Responsibility; Follow-up Inspections .....	11
E. Tenant-Caused HQS Violations.....	11
SECTION 12 – RENT REASONABLENESS SYSTEM .....	11
SECTION 13 – UTILITY DEPOSITS .....	12
SECTION 14 – SECURITY DEPOSITS.....	12
SECTION 15 – RENTAL ASSISTANCE PAYMENTS AND EXTENSIONS .....	12
A. Assistance Payments.....	12
B. Extensions of Assistance.....	13
SECTION 16 – LEASE TERM AND OTHER PROVISIONS....	13
SECTION 17 – INCOME, ASSETS, EXPENSES AND MINIMUM RENT.....	13
A. Income, Assets & Expenses .....	13
B. Minimum Rent .....	13
SECTION 18 – CHANGES IN INCOME AND HOUSEHOLD COMPOSITION .....	13
A. Income Changes .....	13
B. Household Composition .....	14
SECTION 19 – COUPON TERM, COUPON RENEWAL AND PROGRAM COMPLETION .....	14
A. Coupon Term.....	14
B. Coupon Renewal.....	14
C. Program Completion .....	14
SECTION 20 – TERMINATION .....	15
SECTION 21 – TERMINATION HEARINGS AND ACTIONS NOT REQUIRING INFORMAL HEARINGS .....	16
A. Termination Hearings .....	16
B. Actions Not Requiring Informal Hearing .....	17
SECTION 22 – PROGRAM FRAUD.....	18
A. Owner Fraud and Program Abuse.....	18
B. Applicant and Participant Fraud and Program Abuse .....	18
SECTION 23 – PAYMENT POLICIES ON MONIES OWED .....	18
A. Participant Accounts.....	18
B. Owner Accounts.....	19
APPENDIX A – DEFINITIONS....	20



## SECTION 1: GENERAL POLICIES

### **A. Purpose of the Plan**

The purpose of this Administrative Plan (Plan) is to describe the policies for which the Maine State Housing Authority (MaineHousing) has discretion in the operation of its Stability Through Engagement Program (STEP), funded under the HOME Investment Partnerships Program regulations at 24 CFR Part 92 (FedHOME regulations) and the Maine Rapid Re-Housing Tenant Based Rental Assistance Program (Maine TBRA), funded under the Continuum of Care Program Regulations at 24 CFR Part 578. While STEP and Maine TBRA (the Program(s)) are operated in strict accordance with federal regulations, the Plan is not intended to restate mandated policies and procedures of the United States Department of Housing and Urban Development (HUD). To the extent that anything in this Plan contradicts federal law or regulations, now existing or hereafter amended from time to time, the federal law or regulation will take precedence.

The goal of this Plan is to provide an overview of MaineHousing policies. More detailed procedures, forms and related program documents are described in the current Emergency Shelter and Housing Program (ESHAP) Program Guide and Application. Unless otherwise specified in this Plan, or the Program Guide, STEP and Maine TBRA shall be guided by the policies and procedures established in the current MaineHousing Administrative Plan for Section 8 Housing Choice Voucher and Project Based Voucher Programs. The Administrative Plan is available on the MaineHousing website at the following link:

<http://www.mainehousing.org/programs-services/rental/rentaldetail/HousingChoiceVouchers>

### **B. MaineHousing's Equal Access Policy**

Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances:

Lauren Bustard  
Maine State Housing Authority  
26 Edison Drive  
Augusta, Maine 04330  
Telephone Number (207) 626-4600 (voice) or 1-800-452-4668 (voice in state only)  
or Maine Relay 711

In the administration of its programs, MaineHousing will comply with, and will require its Owners to comply with, all applicable nondiscrimination and equal opportunity laws, including without limitation the following laws, as amended from time to time:

- The Fair Housing Act (42 U.S.C. 3610-3619).
- Title VI of the Civil Rights Act of 1964.
- The Age Discrimination Act of 1975.
- Executive Order 11063, Equal Opportunity in Housing, 1962, as amended.
- Executive Order 12259, 46 FR 1253 (1980), as amended.
- Executive Order 12892, 59 FR 2939 (1994).
- Section 504 of the Rehabilitation Act of 1973.
- Title II of the Americans with Disabilities Act, 42 U.S.C. 12101.
- Violence Against Women Act

### **C. Fair Housing Complaints**

MaineHousing provides assistance to applicants and Participants claiming illegal discrimination by printing the equal housing logo or slogan on all outreach information; posting equal housing posters in all offices; assisting applicants and Participants in completing appropriate paperwork; and referring families experiencing problems to the Maine Human Rights Commission, HUD, or other legal services.

All applicants receive a copy of Form HUD-903.1 “Are You a Victim of Housing Discrimination” which includes the toll-free number for the Housing Discrimination Hotline and the address for filing a complaint with HUD.

### **D. Code of Conduct**

#### **1. Conflicts of Interest**

Neither MaineHousing, nor its contractors, subcontractors, or Agents may enter into any contract or arrangement in connection with the Programs in which any of the following persons has a direct or indirect interest during service or for one year after service.

- Any present or former commissioner of MaineHousing (except a Participant commissioner).
- Any employee of MaineHousing, or any contractor, subcontractor or Agent for MaineHousing, who formulates policy or influences decisions with respect to the Program.
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the Programs.
- Any member of the United States Congress.

Any person listed above must disclose his or her direct or indirect interest, or prospective interest, in such a contract or arrangement to MaineHousing and to HUD. HUD may waive the above conflict of interest provisions for good cause.

No employee, commissioner or Agent of MaineHousing shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer, or Agent,
- Any member of their Family,
- Domestic partner,
- Or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

Any Agent may not provide administrative services in connection with any Unit in which the Agent either has an ownership interest or for which the Agent provides any type of management service. In the event an Agent owned or managed Unit is located within the Agent’s jurisdiction, MaineHousing will retain a substitute administrator for such Unit.

#### **2. Gifts and Other Compensation**

Any employee or commissioner of MaineHousing may not accept any gift, compensation or service beyond nominal value from any person or organization with which MaineHousing does business. This prohibition includes persons and organizations that have done business with MaineHousing in the recent past and those considering or attempting to do business in the future. Any person or entity that is a contractor, subcontractor, or Agent for MaineHousing in connection with the

Programs may not accept any gift, compensation or service beyond nominal value from any person or organization associated with the Programs.

Compensation includes gifts, services, or money to members of the immediate Family or Household of the employee, contractor, subcontractor or Agent, or gifts, services or money given to anyone on behalf of the employee, contractor, subcontractor or Agent. Employees, contractors, subcontractors and Agents need to be sensitive to the appearance of impropriety in accepting any gift, service or compensation of any value, including the purchase of meals. No gift, service or compensation may be accepted if the intent is to influence decision-making. Employees, contractors, subcontractors and Agents should use prudent judgment when evaluating the purpose of the gift giving and in the acceptance of the gift, even a token item of minimal value. Employees, contractors, subcontractors and Agents are also prohibited from accepting multiple gifts, services or compensation from one person or organization, which when combined would be beyond nominal value in any calendar year.

Compensation from public speaking engagements, other than compensation for actual expenses, is subject to MaineHousing's policy if (i) the subject of the speech or discussion relates to MaineHousing's business, or (ii) the event or occasion for the speech is sponsored or hosted by an individual or organization with which MaineHousing transacts business.

### **3. Remedies for Violation**

MaineHousing may take disciplinary action up to and including termination for any conduct by an employee that violates any of MaineHousing's policies, including its conflicts of interest and gifts and other compensation policies. The timing, sequence, and degree of discipline will depend upon the facts and circumstances of each case. Maine law also provides for the removal of a commissioner or director for misconduct in office, after notice and a hearing.

## **E. Area of Operation**

MaineHousing's area of operation will be statewide in the State of Maine. The STEP and Maine TBRA Programs may be administered in whole or in part by MaineHousing in different areas of the State of Maine.

## **F. Occupancy Specialist**

MaineHousing Occupancy Specialists will work with grantees of the Program. At a minimum, the Occupancy Specialist will provide the following services:

- Review Program applications and determine applicant eligibility based upon:
  - Verification of homelessness documents
  - Income eligibility documents
  - Results of Criminal Background Check
- Review and approve or deny Request for Unit Approval
- Arrange the initial Housing Quality Standard (HQS) inspection, provided that the unit is available. An assigned HQS inspector will conduct all inspections.
- Process all documents necessary for landlord payments and manage all correspondence and calculations in regards to tenant and program payments to landlords
- Complete subsidy calculations
- Calculate Utility Allowances
- Arrange for any Informal review or hearing procedures
- Process all necessary client terminations or end of program participation

### **G. Homeless Initiatives Program Officers**

- Monitor client files to ensure that the grantee is in compliance with recordkeeping requirements

### **H. Housing Assistance Navigator**

In addition to the roles and expectations referenced in the ESHAP Program Guide, each grantee of the Program will have at least one Primary Navigator whose responsibilities for the Program will include, but are not limited to the following:

- Assist applicants in preparing and submitting Program applications
- Assist applicants in the development of a Housing Stability Plan
- Conduct coupon briefings for households approved for Program Coupons
- Assist applicants with housing search and placement
- Provide Outreach to and negotiation with landlords
- Review all Program Request for Unit Approval documents necessary to request a unit inspection
- Assist with submitting rental applications and understanding leases
- Assess housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness
- Assist with obtaining utilities and making moving arrangements
- Conduct re-evaluations of participant progress, including updating the Housing Stability Plan at least every 90 days
- Assist with mediation between the program participant and the owner or person(s) with whom the program participant is living as is necessary to prevent the program participant from losing permanent housing
- Provide credit and budget coaching necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems
- Provide Renter Education
- Meet periodically with Maine Housing Occupancy Specialist for Technical Assistance.

## **SECTION 2: ELIGIBILITY AND REQUIREMENTS**

### **A. Homelessness**

The Programs offer short-term or medium-term rental assistance targeted to homeless individuals and families that meet HUD homeless status eligibility as outlined in 42 USC § 11302(a)(1)(2)(3)(4) & (b)

### **B. Income Guidelines**

For STEP, the Applicant's annual income must be at or below 60% of area median income (AMI) for their Household size. However, up to 10% of the total number of Participants receiving rental assistance under the STEP Program may have annual income up to 80% of area median income. For Maine TBRA, the Applicant's annual income must be less than 50% AMI. Income includes gross Household income from all sources. The rules under HUD's Section 8 Housing Choice Voucher Program will be used to determine annual income and area median income.

### **C. Housing Stability Plan**

Participation in a Housing Stability Plan (Plan) is a requirement in these Programs, in the case of participants

covered under VAWA, a stability plan is optional. A Plan will be developed and agreed upon by all adult members of the household and the Navigator. The Navigator will review and update the Housing Stability Plan with the household at least every 90 days.

#### **D. Previous Participation**

Individuals who have previously participated as adult members of a Family participating in either Program are not eligible for readmission to either Program. MaineHousing may consider a waiver for extenuating circumstances, to include but not limited to situations involving domestic violence.

#### **E. Applicants with Disabilities**

Applicants with Disabilities or with a Family member with Disabilities that require a reasonable accommodation in order to fully utilize the Program will be given an opportunity to request an accommodation at the time of application and at any time throughout participation in the Program. MaineHousing will make reasonable accommodations to allow a person with Disabilities equal access to the Program. In response to a request for a reasonable accommodation, MaineHousing may request reliable Disability-related information that (1) is necessary to verify that the person meets the definition of “Disability” under applicable federal and State of Maine statutes and regulations, (2) describes the needed accommodation, and (3) shows the relationship between the person’s Disability and the requested accommodation. The information will be provided by a reliable third party who is in a position to know about the person’s Disability, such as a doctor, other medical professional or non-medical service agency. Medical records or other detailed information about the nature of the Disability will generally not be necessary. All information provided will be used by MaineHousing only to make or assess a decision to grant or deny a reasonable accommodation request.

### **SECTION 3: PROCEDURES FOR PARTICIPANT SELECTION**

#### **A. Participant Selection**

MaineHousing will accept completed applications for the Program from awarded grantees of the ESHAP Program. Incomplete applications will not be processed. Completed applications will be submitted for review and final approval by the Occupancy Specialist. Applications will be received on a first come first served basis only when there is funding available.

The Occupancy Specialist will review the completed application for eligibility. Submission of a completed application does not ensure admission to the Program. Once the Occupancy Specialist approves the application and background checks they will notify the Navigator and authorize them to schedule the Coupon Issuance Briefing with the applicant. Coupon Issuance Briefings should take place within one week of approval.

Depending on the results of the application process, the applicant and his or her Household may be denied a Coupon.

Any applicants that are on an existing Centralized Housing Choice Voucher (HCV) waiting list will remain on that list. To remain active, applicants are responsible for maintaining and updating any necessary information while they are on any waiting list.

## **SECTION 4: SUBSIDY STANDARDS**

### **A. Bedroom Allocation**

The following factors will be considered in determining bedroom allocations:

- Number of persons;
- Relationship of persons;
- Sex and age of persons; and
- Need to avoid overcrowding, maximize use of space, and minimize subsidy costs.

Bedrooms are allocated as follows:

- One bedroom for every two adults in the Household.
- One bedroom for every two children of the same sex.
- One bedroom for an only boy, only girl, or one additional same-sex child.
- One bedroom for an approved Live-in Aide.

A Family that consists of a pregnant woman (with no other persons in the Family) will be treated as a two-person Family for subsidy determination. Minors and full time college students who spend 50% or less time with the Family will not be considered for bedroom allocation. In no case will two currently-assisted Households, leased under any rental assistance program, be allowed to collect subsidy for the same Dependent(s). Exceptions may be granted by the Occupancy Specialist if justified by the age, sex, health, Disability, or relationship of Family members or other circumstances, or by the size of the rooms in the Unit.

## **SECTION 5: ABSENCE FROM UNIT**

A Family must notify the Navigator if it is absent from the Unit for 30 days in any 45-day period. During the absence from the Unit, the Housing Assistance Payment will be paid and the Family must pay the tenant portion of the rent. If the Family is absent from a STEP Unit for a period exceeding 60 consecutive days, or a Maine TBRA Unit for a period exceeding 90 consecutive days, for reasons other than health or emergency, Housing Assistance Payments will be terminated.

Families must comply with requests for verifications of health or emergency reasons or rental assistance will be terminated. Incarceration is not a health or emergency reason. Absences for any reason other than health or emergency reasons must be approved by the Occupancy Specialist.

## **SECTION 6: FAMILY SEPARATION**

In the absence of a judicial decision or an agreement among the original family members, the MaineHousing will determine which family will continue to receive assistance. In making its determination, MaineHousing will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals.

When there are minor children in the Family, the adult Family member who is a signatory to the lease and is providing primary housing for the minor children retains the subsidy. Generally, when there are no minor children and an adult Family member leaves the Unit any remaining adult Family member who is a signatory to the lease retains the subsidy. Exceptions may be made on a case-by-case basis for extenuating circumstances.



## **SECTION 7: SCREENING FOR CRIMINAL ACTIVITY**

MaineHousing will screen each applicant and adult member of the applicant's Household for criminal activities, including Drug-related Criminal Activity, Violent Criminal Activity, and other criminal activity. An "adult" is a person who is 18 years of age or older, a person who was convicted of a crime as an adult when under the age of 18, or an emancipated minor. "Household" means the Family and any Live-in Aide approved by MaineHousing.

Each adult member of the applicant Household will be required to sign a release form authorizing any law enforcement agency to release criminal conviction records. A refusal to submit a signed release form will disqualify the applicant Household from consideration for participation in the Program. MaineHousing will use the criminal conviction records information for admission screening and in determining whether to approve the addition of an adult Family member or a Live-in Aide as an occupant of the Unit. The Navigator may also consider information contained in criminal records in connection with the development of the Housing Stability Plan for a Program participant to determine obtainable housing stability of the applicant.

MaineHousing may obtain information concerning criminal activity for which there is no conviction from any other additional sources that are available to MaineHousing.

The Navigators will encourage Owners to check prior references and perform any background checks they may be using as a tenant selection criteria for potential tenants.

## **SECTION 8: DENIAL OF ADMISSION**

### **A. Mandatory Denial for Criminal Activity**

An applicant Household will not be eligible for admission to the Program if:

- Applicant or any Household member has ever been convicted of the manufacture or production of methamphetamine on the Premises of any federally-assisted housing, including the building or complex in which rental Units are located and the common areas and grounds.
- Applicant or any Household member is subject to a lifetime registration requirement under a sex offender or other sex crime registration program of the State of Maine or any other state.
- Maine Housing Policy: MaineHousing will deny assistance to any current user of Medical Marijuana in accordance with the Quality Housing and Work Responsibility Act of 1998, 42 U.S.C. § 13661.

### **B. Discretionary Denial for Criminal Activity**

An applicant Household may be denied admission to the Program, at MaineHousing's discretion, for other criminal activity, whether or not such activity has resulted in an arrest or conviction. In determining whether to deny admission to the Program when denial is not mandatory, MaineHousing may consider all relevant circumstances, including but not limited to the following: the seriousness of the matter; the amount of time since the criminal activity occurred; the extent of participation or culpability of individual Household members; any mitigating circumstances; and the effects of denial of admission on Family members who were not involved in the activity. As a condition of admission to the Program, MaineHousing, in its discretion, may require, among other things, proof of enrollment in, or successful completion of, a supervised Drug, alcohol or other rehabilitation program.

### **C. Denial for Owing Money to MaineHousing**

The Occupancy Specialist may deny assistance to an applicant who owes monies to MaineHousing, or any other housing authority, unless the applicant has paid the funds in full or entered into a repayment agreement, prior to admission. If repayment arrangements are made, a copy of the repayment agreement must be

submitted to the Navigator and become a part of the applicant's Stability Plan.

The Occupancy Specialist may deny assistance to an applicant who is not in good standing in regards to the terms of the repayment agreement with MaineHousing or any other housing authority.

#### **D. Informal Reviews for Applicants**

Applicants who are denied admission to the Program may seek an informal review. MaineHousing shall give an applicant prompt written notice of the denial decision. The notice shall contain a brief statement of the reasons for the decision; inform the applicant that he or she may request an informal review of the decision; and describe how to obtain the informal review. The informal review may be conducted by any person other than the person who made or approved the decision or a subordinate of that person. The applicant will be given the opportunity to present written or oral objections to the decision to deny assistance. MaineHousing will promptly notify the applicant and Navigator in writing of the final decision after the informal review, including a brief statement of the reasons for the final decision.

No opportunity for informal review will be given for the following:

- Discretionary administrative determinations or consideration of general policy issues or class grievances.
- A determination of the number of bedrooms entered on the Coupon.
- A determination that a Unit located by a Coupon holder does not comply with HQS or MaineHousing standards.
- Disapproval of an Owner's lease for the Unit.
- A decision not to approve a request by a Coupon holder for an extension of the term of the Coupon beyond the initial 120 issuance.

### **SECTION 9: COUPON ISSUANCE, TERM, EXTENSIONS AND MOVING RESTRICTIONS**

#### **A. Coupon Term and Extensions**

Each Coupon is the Family's authorization to search for housing and is issued after the Family has been verified eligible by the Occupancy Specialist and briefed on program requirements by the Navigator. The Coupon also describes the Family's obligations.

Each Coupon, will initially be issued to the Family for a 120-day period during which time the Family is expected to find a Unit to rent. The Family must submit to the Navigator a completed Request for Unit Approval, signed Lease Addendum, Landlord W-9, Lead Paint Disclosure and unsigned copy of the lease within the 120-day period, unless an extension is granted by the Occupancy Specialist. The Family must submit a request for an extension in writing at least seven days before the expiration date on the Coupon. Authorization for an extension must be approved before the expiration of the Coupon or any extension. No suspension of time will be allowed. Exceptions may be made on a case-by-case basis for extenuating circumstances.

The Navigators should make themselves available to assist applicants and participants in locating and retaining housing and should reach out to Owners of rental property throughout the community.

The Occupancy Specialist may grant a 60-day extension for the following reasons:

- Extenuating circumstances, such as death or illness, which prevent the Family from finding a Unit;
- The Family submits "Request(s) for Unit Approval" which are denied by MaineHousing's Occupancy Specialist, or several Units fail;
- The Family size or market conditions make finding a Unit difficult.

If a Family does not find a Unit within the timeframe allowed, the Coupon is no longer valid. The Family may submit a new application and will be subject to the application review process.

If a Family with a member who is disabled requests in writing an additional extension as a reasonable accommodation, and makes such request prior to the expiration of the coupon, or original extension, MaineHousing will make an evaluation, based on regulations under Section 504 of the Rehabilitation Act of 1973 as amended (Section 504), and may grant an additional extension as a reasonable accommodation for families with a member who is disabled and needs an accessible Unit.

### **B. Moving Restrictions**

During the initial term of the lease, MaineHousing will not allow any move by the Participant Family without the consent of the Owner unless an exception is granted by the Occupancy Specialist.

Exceptions may be granted for, but not limited to:

- Verified domestic violence
- Documented hate crimes
- Verified appropriate medical reasons
- Verified job offers
- The Unit becomes unsafe or unsanitary without the fault of the tenant Family or any of its guests and the Owner fails or refuses to satisfactorily remedy the situation within the time required by the Occupancy Specialist.

Unless excused by a provision of the lease or by law, tenants must pay all money owed to an Owner for unpaid rent or damages before moving to another Unit under the Program. MaineHousing will terminate assistance for unapproved moves.

## **SECTION 10: OWNERS**

### **A. Outreach to Owners**

The Navigators are available to assist applicants and participants in locating and retaining housing by reaching out to Owners of rental property throughout the community. MaineHousing in conjunction with Navigators will encourage Owners and property managers to participate in the Program by:

- Outreach to and negotiation with landlords.
- Assisting with mediation between the program participant and the owner or person(s) with whom the program participant is living as necessary to prevent the program participant from losing permanent housing.
- Developing and maintaining Program information for Owners and property managers.
- Addressing local Owner groups.
- Advertising via:
  - Newsletters/community resources guides/flyers
  - Local Owner publications.

The Navigators may identify areas where participants are experiencing difficulty in finding rental housing and make presentations to Owners and property managers in those areas.

Owners are encouraged to check prior references and perform any background checks they may be using as tenant selection criteria for potential tenants.

### **B. Owner Enforcement**

Owners will be notified in writing of any violation of Owner obligations and will be given a specified period of time during which to take corrective action. Failure to correct violations will result in abatement of the rental assistance payments for those days the Owner was in non-compliance and could result in termination of the rental assistance payments through the Program as well as disapproval as a participating Owner in the future.

The Owner may not assign the rental assistance payments to a new Owner without the prior written consent of MaineHousing and must abide by the terms and conditions regarding assignment transfer.

### **C. Disapproval of Prospective Owners**

MaineHousing reserves the right to disapprove Owners from participating in the Program if:

- The Owner is in noncompliance, or has a history of noncompliance, with this or any other federal or state housing program, or state or local codes; or
- The Owner engages, or has a history of engaging, in abusive or violent behavior or criminal activity, including but not limited to:
  - Actual or implied threats or harm
  - Actions that threaten the health, safety or peaceful enjoyment of tenants
  - Abusive language
  - Stalking or harassment

## **SECTION 11: HOUSING QUALITY**

### **A. Inspection Standards**

MaineHousing will inspect Units to ensure that the Units and the buildings in which they are located are decent, safe and sanitary. MaineHousing will use the Housing Quality Standards (HQS) established by HUD regulations in 24 CFR Section 982.401 as the minimum standard for compliance.

### **B. MaineHousing Standards**

In addition to HQS, MaineHousing has adopted additional local required inspection and performance standards as detailed in Chapter 8, Part I, Sections 8-I.A and 8-I.B. of MaineHousing's Housing Choice Voucher Administrative Plan

### **C. Housing Inspections**

#### **1. Initial Inspections**

MaineHousing will conduct initial inspections within a reasonable amount of time of receiving a completed Request for Unit Approval packet. The initial inspection must comply with all HQS and MaineHousing inspection and performance standards before rental assistance payments can begin. MaineHousing will notify the Owner of items needing repair. If the Owner is unwilling to make the necessary repairs, the Unit may not be occupied by the applicant.

#### **2. Other Inspections**

Special inspections will be performed at the request of the Family or the Owner or at the Occupancy Specialist's discretion.

In the event of an extension of rental assistance beyond the initial 12 month term, the unit, or any subsequent unit, must pass an annual inspection by a MaineHousing HQS Inspector.

All inspections will be conducted using the HQS Inspection Checklist developed by HUD and also including the MaineHousing standards required by this Plan.

Program Owners must comply with applicable Section 504 regulations relating to modifications to

their Units and must also comply with all other provisions of all civil rights and fair housing laws.

#### **D. Owner's Responsibility; Follow-up Inspections**

If a Unit is occupied by a Participant, the Owner must correct within 24 hours life-threatening violations including but not limited to non-working smoke detectors, hazardous electrical situations, non-working carbon monoxide detectors, or loss of heating during the winter months, and must correct within 48 hours emergency violations including but not limited to loss of running or hot water. Other violations must be corrected within 30 days unless an extension is granted by the Occupancy Specialist.

MaineHousing will notify the Owner, Navigator and Participant of the violations and the time limit within which to correct them.

MaineHousing will verify that the 24-hour and 48-hour deficiency repairs have been made, and perform a follow-up inspection as soon as possible. For all other deficiencies, MaineHousing will verify correction of the deficient items after all required repairs have been completed.

If violations are not corrected within the stated time limit, Housing Assistance Payments will cease beginning the first of the following month. If violations are corrected while the tenant is still a participant in the Program, payments may begin again as of the date of the correction.

If the Unit is determined to be uninhabitable because of fire, flood, or natural disaster damage, the rental assistance for that Unit will be terminated as of the end of the month in which the Unit was made uninhabitable. No 30-day notice of rental assistance termination will be required. The Family will be issued a Coupon to search for a new Unit.

#### **E. Tenant-Caused HQS Violations**

MaineHousing will notify the tenant, Navigator and the Owner of a tenant-caused HQS violation and the time limit within which to correct it. A tenant-caused violation is:

- Failure to pay for tenant-supplied Utilities,
- Failure to provide and maintain any tenant-supplied appliance, and
- Damage caused by the tenant or a guest to the Unit or Premises that is an HQS failure.

Tenants must make restitution for tenant-caused HQS violations. If the tenant fails to do so, the Owner may evict the tenant and MaineHousing may terminate Housing Assistance Payments.

### **SECTION 12: RENT REASONABLENESS**

MaineHousing will accept units by area and bedroom size that meet or are below the effective Voucher Payment Standards established for the Housing Choice Voucher program.

MaineHousing will use a rent reasonableness system in accordance with HUD guidelines to compare program Units with market rate Units. Specifically, the system in place will allow MaineHousing to establish appropriate rents for program Units by comparing them to unassisted Units, taking the following into consideration: location, Unit size and Unit type. If the rental amount for a particular unit exceeds the HUD approved rent amount, and the landlord is not willing to negotiate a lower rental amount, the Occupancy Specialist may research the rental market in that specific area to obtain documentation to determine if the rent amount is justified.

### **SECTION 13: UTILITY DEPOSITS**

The STEP Program may provide a one-time utility deposit to assist Participants in obtaining utility services for their Unit. Utility deposit assistance may be used only for Utilities permitted under the Section 8 Housing

Choice Voucher utility allowance, which includes electricity, gas, oil, sewer and water, but does not include telephone and cable television. A utility deposit may be provided under the STEP Program only if (i) the tenant Family has been issued a rental assistance Coupon, (ii) the Unit selected by the tenant Family has passed inspection, and (iii) the tenant Family has entered into a lease with the Owner.

STEP Utility Deposits will be made on behalf of a Family directly to the utility company, upon receipt of proper documentation, and will not be recaptured by the STEP Program.

Utility Deposits are not available under the Maine TBRA Program. Navigators will assist Maine TBRA Participants in identifying and applying for alternative resources if they require a Utility Deposit.

## **SECTION 14: SECURITY DEPOSITS**

The Program may provide a security deposit on behalf of the Family to assist them in securing a Unit under their initial lease. A security deposit may be provided under the Program only if (i) the tenant Family has been issued a rental assistance Coupon, (ii) the Unit selected by the tenant Family has passed inspection, and (iii) the tenant Family has entered into a lease with the Owner.

If a participating Family is authorized by MaineHousing to move to a new Unit with more bedrooms that requires a security deposit in excess of the initial security deposit amount provided by MaineHousing, MaineHousing may provide the additional amount to assist the Family in securing the new Unit. If a participating Family is authorized by MaineHousing to move to another Unit with the same number of bedrooms, or fewer, the security deposit for the subsequent Unit is the responsibility of the Family. Exceptions for additional security deposits payments may be approved by the Occupancy Specialist.

Security Deposits will be made directly to the Owner/landlord on behalf of a Family and will not be recaptured by the Program, but shall be returned to the Family. Owners must comply with all requirements of Maine law applying to security deposits to include those provisions governing return of security deposits upon termination of the tenancy.

MaineHousing will prohibit the Owner from collecting a security deposit in excess of private market practice in the area in which the Unit is located, or in excess of amounts charged by the Owner to unassisted tenants in that area. Tenant is responsible for any pet deposit that may be charged. Exceptions for additional security deposits payments may be approved by the Occupancy Specialist.

## **SECTION 15: RENTAL ASSISTANCE PAYMENTS AND EXTENSIONS**

### **A. Assistance Payments**

MaineHousing will issue rental assistance payments to Owners, or their designated representatives. The Owner will be paid on or about the first day of the month for which the rental payment is due. The Owner agrees that the Owner's endorsement on the check or acceptance of the Electronic Funds Transfer (ETF) will be conclusive evidence that the Owner received the full amount due for the month, and will be a certification that:

- The Unit is in decent, safe and sanitary condition, and that the Owner is providing the services, maintenance and Utilities agreed to in the lease for the Unit.
- The Unit is leased to and occupied by the tenant named in the lease.
- The Owner has not received and will not receive any payments as rent for the Unit other than those identified in the lease.
- To the best of the Owner's knowledge, the Unit is used solely as the tenant's principal residence.

Payments for move-ins and move-outs, with effective dates not on the first day of the month, will be prorated to reflect the actual number of days.

If MaineHousing determines that the Owner is not entitled to any payments received, in addition to other remedies, MaineHousing may deduct the amount of the overpayment from any amounts due the Owner, including the amounts due under any other Program rental assistance payment.

#### **B. Extensions of Assistance**

Each participant will be allowed up to 24 months of rental assistance, subject to review and compliance with all requirements of the Program. At the end of the initial 12-month term, the Occupancy Specialist will process a recertification of income and family composition. Additional information regarding extensions is detailed in Section 19 B of this Plan.

### **SECTION 16: LEASE TERM AND OTHER PROVISIONS**

The initial term of the lease between the Owner and the tenant will be for one year. For STEP the initial term may be less than one year if both parties agree to a shorter term.

No lease, or lease renewal that proposes to increase the amount of rent or change utility responsibilities for the Unit being rented, will be effective during the term of rental assistance unless it has been approved in advance by MaineHousing.

### **SECTION 17: INCOME, ASSETS, EXPENSES AND MINIMUM RENT**

#### **A. Income, Assets & Expenses**

The income, assets and expenses allowed for each tenant Family are described in HUD's Section 8 Housing Choice Voucher regulations, 24 C.F.R. Part 5, Subpart f and 24 C.F.R. Part 982, Subpart E.

For tenant Family income, assets and expenses MaineHousing will not accept written third-party verification provided directly from the tenant Family. If attempts to obtain verification are unsuccessful, MaineHousing will document oral verifications. Such documentation will include facts, date of contact, and source of information. If third-party verifications cannot be obtained, MaineHousing may accept secondary sources of verification.

MaineHousing will not include, as assets, assets valued at \$1,000 or less that have been disposed of for less than fair market value.

MaineHousing may conduct an interim reexamination at any time to assist a participant in the STEP/Maine TBRA Programs.

#### **B. Minimum Rent**

MaineHousing will require each tenant Family to pay a minimum of 30% of their adjusted gross income per month toward their rent and/or utility allowance.

### **SECTION 18: CHANGES IN INCOME OR HOUSEHOLD COMPOSITION**

#### **A. Income Changes**

A change resulting in the reduction of the Family's income, and therefore, their share of the rent, will be effective as of the first of the month following the date of the reported change.

Families are not required to report any other changes in income or expense unless they are a zero/minimal income family or a new family member brings income to the household. Changes in income must be reported within 14 days of the change.

Families with income that has been excluded as sporadic income, may be required to report changes on a quarterly basis.

If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, MaineHousing will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, MaineHousing will conduct an interim reexamination.

Families may report changes in income or expenses at any time.

A change resulting in an interim certification will be effective on the first of the month following the notice given by MaineHousing.

## **B. Household Composition**

The Family must inform the Navigator of the birth, adoption, or court-awarded custody of a child within 14 days of the event. Written approval from the landlord must be submitted to the Navigator when a Participant wants to add a member to the Household. The Participant must then have the approval of the Occupancy Specialist before adding any Household member or a Live-in Aide as an occupant of the Unit. Each additional adult Household member will be required to provide documentation regarding identity, citizenship status, income, and meet all other program requirements. As a condition of approval of the additional Household member, MaineHousing will screen each additional adult member for criminal activities and background. The additional adult member will be required to submit a signed release form authorizing any law enforcement agency to release criminal conviction records to MaineHousing and MaineHousing's use of the records and information to determine whether to approve the additional member as an occupant of the Unit. A refusal or failure to submit a signed release form for this purpose will result in a denial of approval to add the adult member as an occupant of the Unit. MaineHousing may obtain information concerning criminal activity for which there is no conviction from any other additional sources that are available to MaineHousing.

MaineHousing will deny approval to add the adult member as an occupant of the Unit if any of the reasons stated in Mandatory Denial for Criminal Activity exists. MaineHousing may deny such approval for any of the reasons stated in Discretionary Denial for Criminal Activity.

## **SECTION 19: VOUCHER TERM, VOUCHER RENEWAL and PROGRAM COMPLETION**

### **A. Voucher Term**

Program participants are required to meet monthly with their Navigator and to review and update their housing stability plan quarterly, unless the agency providing Navigator services is exempt from the requirement to meet with program participants monthly because they also receive funding under the Violence Against Women Act (VAWA) or the Family Violence Prevention and Services Act (FVPS), as these prohibit making housing conditional on the program participant's acceptance of services.

### **B. Voucher Renewal**

Participants are eligible for assistance for twelve months beyond the end of their initial 12 month term. Program Participants must work with their Navigator to submit updated family composition and income paperwork to the Occupancy Specialist as part of an annual recertification process. Annual paperwork will be sent to the participant 105 days before the effective date of the certification.

- How the renewal will allow the participant to achieve housing stability;
- What specific steps the participant and the Navigator will take to ensure that the participant



achieves housing stability during the renewal.

- The agency must also commit in writing to providing all necessary ongoing navigator services required to ensure the participant achieves housing stability prior to the end of any renewal, including monthly check-ins.
  - These services must be provided for the duration of any renewals(s), unless the participant is exited from the Program.
  - Funding to provide these services cannot be charged to the ESG Housing and Stabilization Share of agency's ESHAP funding as they will be taking place outside the initial 12 month time limit for ESG Housing and Stabilization Services.

To be eligible to request a voucher renewal the following will be considered:

- A determination that the Participant continues to meet Program eligibility requirements.
- A determination that a Participant has made some progress towards achieving the goals set forth in his or her Housing Stability Plan.
- A determination that a Participant has not violated Program Obligations.

If a renewal is needed the following information will be required as part of the annual recertification:

- Updated HMIS, DHHS and MaineHousing ROI forms for all household members
- Updated Income Verifications from all sources for all adult household members
- Updated Housing Stability Plan relevant to the renewal
  - If the client intends to stay in the current unit:
    - The unit must PASS re-inspection by a MaineHousing HQS Inspector
  - If the tenant intends to move to a new unit:
    - The tenant must give proper notice to their current landlord
    - The tenant must complete and return a LL packet
    - The new unit must PASS inspection by a MaineHousing HQS Inspector
    - The tenant will be responsible for the Security Deposit for the new unit

Any additional extension requests must be submitted in writing within ten days prior to the expiration of the voucher renewal.

If the request for an extension beyond the 24 months, is denied, a written notice of the denial will be sent to the tenant and Navigator, and the tenant's rental assistance will terminate as originally scheduled at the end of their 24 month term.

### **C. Program Completion**

If a household completes the Program, their Housing Assistance Payments will end. A household will be considered to have completed the Program if:

- The household has completed their Housing Stability Plan and the goals set to attain housing stability;
- The household has voluntarily decided to withdraw from the program; or
- The household no longer needs the subsidy i.e. they can pay the entire rental amount without assistance.
- The Household has received the maximum 24 months of assistance.

## **SECTION 20: TERMINATION**

MaineHousing will terminate Housing Assistance Payments for a Participant if:

- Any Household member has ever been convicted of Drug-related Criminal Activity relating to the manufacture or production of methamphetamine on the Premises of any federally-assisted housing, including the building or complex in which rental Units are located and the common areas and

grounds.

- Any Household member is found to be a lifetime registrant on any sex offender registry.

MaineHousing may terminate Housing Assistance Payments for a Participant if any one or more of the following activities, conditions, or events occurs or exists:

- The Participant commits a serious or repeated violation of the lease.
- The Participant fails to make payments on monies owed to MaineHousing or any other housing authority.
- Any Household member commits fraud, bribery or any other corrupt or criminal act in connection with the Program.
- Owns or has any interest in the Unit.
- Any Household member engages in any Drug-related Criminal Activity.
- Any Household member engages in any Violent Criminal Activity.
- Any Household member engages in abuse of alcohol, illegal Drugs, or criminal activity that threatens the health, safety or peaceful enjoyment of the Premises by other residents (including property management staff residing on the Premises) and persons residing in the immediate vicinity of the Premises.
- Subleases or otherwise transfers the Unit or assigns the lease.
- Receive Program assistance while receiving another housing subsidy for the same Unit or a different Unit under any other Federal, State or local housing assistance program.
- Damages the Unit or Premises (other than ordinary wear and tear) or permits any guest to damage the Unit or Premises.
- Receives Program assistance while residing in a Unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the Family, unless MaineHousing has determined (and has notified the Owner and the Family of such determination) that approving the rental of the Unit, notwithstanding such relationship, would provide a reasonable accommodation for a Family member who is a person with Disabilities.
- Any Household member is violating a condition of probation or parole imposed under Federal or state law.
- Any Household member threatens or engages in abusive or violent behavior toward any person including but not limited to actual or implied threats of harm, abusive language, or stalking or harassment.
- The Participant fails to meet the Participant obligations stated in HUD regulations or Program documents. These obligations include, but are not limited to:
  - Supplying any information that MaineHousing determines to be necessary including information of Family Household income and composition.
  - Disclosing and verifying social security numbers and signing and submitting consent forms for obtaining information.
  - Promptly notifying the Navigator in writing when the Family is away from the Unit for an extended absence.
  - Obtaining written approval from the Owner and Navigator prior to adding any additional Household member or Live-in Aide to the Unit.
  - Allowing MaineHousing to inspect the Unit at reasonable times and after reasonable notice.
  - Notifying the Navigator and the Owner in writing at least 30 days before moving out of the Unit or terminating the lease.
  - Using the Unit as the Family's only residence.
  - Notifying the Navigator in writing, within 14 days of the event, of the birth, adoption or court-awarded custody of a child.
  - Giving the Navigator a copy of any Owner eviction notice upon receipt of notice.

- Paying any utility bills and providing and maintaining any appliances that the Owner is not required to provide under the lease.
- Paying the tenant portion of the monthly rent to the Owner.

In deciding whether to terminate Housing Assistance Payments, the Occupancy Specialist may consider the preponderance of evidence, which, in situations involving the termination for criminal activity, shall not require an arrest or conviction; the seriousness of the matter; the extent of participation or culpability of individual Household members; mitigating circumstances and the effects of termination on Family members who were not involved in the action.

In appropriate cases, the remaining Family members may be allowed to continue to receive assistance on the condition that any Household member who has engaged in domestic violence, Drug-related Criminal Activity or Violent Criminal Activity does not reside in the Unit. The Occupancy Specialist will ask the remaining Head of Household to sign an agreement not to allow the offending Household member(s) to reside in the Unit occupied by the Household. The Occupancy Specialist may terminate Housing Assistance Payments to any Family who violates the agreement.

Terminations related to circumstances of Domestic Violence, Dating violence, Sexual Assault or Stalking shall be administered in accordance with the applicable provisions of MaineHousing's Administrative Plan for Section 8 Housing Choice Voucher and Project Based Voucher Programs then in effect, the Violence against Women Act of 2013 (VAWA) and the applicable HUD regulations.

Once a decision to terminate Housing Assistance Payments is made, a 30-day written notice will be sent to the tenant, Navigator and Owner. If MaineHousing decides to terminate Housing Assistance Payments, the Rental Assistance Payment Contract will terminate and the Lease Addendum will become null and void as of the date stated in the notice.

## **SECTION 21: TERMINATION HEARINGS and ACTIONS NOT REQUIRING INFORMAL HEARINGS**

### **A. Termination Hearings**

MaineHousing shall give a Participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the Participant are in accordance with applicable laws, HUD regulations and MaineHousing policies relating to a decision to terminate assistance for the Participant.

MaineHousing shall give a Participant prompt written notice of any decision that may result in a request for a hearing. The notice of the decision will be sent by mail to the Participant's last known address and shall contain the following:

- A brief statement of the reasons for the decision.
- The specific proposed action to be taken.
- A statement informing the Participant that an informal hearing may be requested within 10 days of receipt of the notice.
- A statement of how, where and when the request for hearing should be submitted.
- A statement that the Participant has the right to view any documents or evidence in the possession of MaineHousing upon which MaineHousing based its proposed action before the informal hearing.
- A statement that Housing Assistance Payments will continue during the informal hearing process.

Termination hearings conducted will comply with the following:

- The hearing will be conducted by a hearing officer in accordance with the Maine Administrative

#### Procedures Act.

- At his or her own expense, a Participant may be represented by a lawyer or other representative.
- Prior to a hearing, Participant shall be given the opportunity to examine, and copy at their own expense, any documents, including records and program regulations, directly relevant to the hearing. MaineHousing will consider reasonable requests to waive the obligation to pay for documents a Participant may request which are directly relevant to the hearing. MaineHousing will provide the Participant with all documentary evidence it intends to enter into evidence at the hearing at no charge.
- MaineHousing must be given the opportunity to examine and copy at its offices before the hearing any Participant documents that are directly relevant to the hearing. The Participant must provide MaineHousing with any documents they wish to enter into evidence at the Hearing. The Participant may not rely on a document at the hearing that was not made available for inspection and copying.
- The person conducting the hearing will regulate the conduct of the hearing in accordance with these procedures.
- MaineHousing and the Participant shall be given the opportunity to present evidence and question witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- The person conducting the hearing shall issue a written decision, briefly stating the reasons for the decision, and provide a copy of the decision to the Participant within 7 business days of the hearing.
- Factual determinations relating to the individual circumstances of the Participant shall be based on a preponderance of the evidence presented at the hearing. The issues at the hearing will be whether MaineHousing's decision relating to the individual circumstances of the Participant were in accordance with applicable laws, HUD regulations and MaineHousing policies. The hearing shall not be a complete review of whether MaineHousing should have undertaken the proposed action. The hearing officer is not to impose the hearing officer's judgment on the wisdom of the decision.

MaineHousing shall not be bound by any hearing decision which is contrary to HUD regulations, Federal, State or local law, or this Plan, or which concerns a matter for which an informal hearing is not required to be provided and is in excess of the authority of the person conducting the hearing. If MaineHousing determines that it is not bound by a hearing decision, it shall promptly notify the Participant of the determination and the reasons for the determination.

#### **B. Actions Not Requiring Informal Hearings**

No opportunity for an informal hearing is provided for the following actions:

- Determinations that a Unit does not comply with HUD Housing Quality Standards or additional inspection and performance standards imposed by MaineHousing.
- Decisions to exercise any remedy against the Owner of a Unit, including but not limited to the termination of Housing Assistance Payments.
- Determinations that a Unit does not comply with HQS because of Family size.
- Decisions on how MaineHousing determines its utility allowance schedule.
- Discretionary administrative determinations or consideration of general policy issues or class grievances.
- Decisions not to approve a Unit or tenancy.
- Decisions not to approve a request by a Participant for an extension of the term of a Coupon issued.

## **SECTION 22: PROGRAM FRAUD**

STEP Administrative Plan – January 1, 2019

C:\Users\auoulette\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\QPR2G3UI\STEP Administrative Plan March 2018.doc

MaineHousing is dedicated to maintaining the integrity of the Program and will take positive steps to prevent the occurrence of program abuse, misrepresentation or fraudulent activity by Owners or program Participants.

#### **A. Owner Fraud and Program Abuse**

Fraudulent or program abuse activities by Owners include but are not limited to:

- The Owner receiving payment in excess of the rent stated in the lease.
- The Owner receiving payment for a Unit that is not occupied by the Participant Family identified in the lease as the occupants of that Unit.
- The Owner receiving payment for a Unit that the assisted Family has vacated.

Actions that MaineHousing may take when an Owner has committed fraud or other program abuse include, but are not limited to:

- Deducting the amount of any overpayment from any amounts due the Owner, whether or not related to the fraud or program abuse.
- Terminating the rental assistance payments.
- Reporting violations to appropriate federal or state governmental agencies.
- Disapproving the Owner for further participation in the Program.

#### **B. Applicant and Participant Fraud and Program Abuse**

Fraudulent or program abuse activities by applicants or Participants include but are not limited to:

- Failure to report changes in Household income or assets within 14 days to the Navigator.
- Failure to report changes in Household composition within 14 days to Navigator.
- Allowing unauthorized individuals to reside in the Unit.
- Owning or having any interest in the Unit.

Actions that MaineHousing may take when an applicant or Participant has committed fraud or other program abuse include but are not limited to:

- Mandatory repayment to MaineHousing of all rental assistance, utility deposit, and security deposit payments that were made as a result of fraudulent information.
- Denial of assistance.
- Termination of assistance.
- Reporting violations to appropriate federal or state governmental agencies.

### **SECTION 23: PAYMENT POLICIES ON MONIES OWED**

If a Participant or Owner owes MaineHousing money, MaineHousing will notify the party of the amount owed and will offer a choice of payment in full or a repayment agreement. MaineHousing may, at its discretion, terminate Housing Assistance Payments for noncompliance with a signed repayment agreement. MaineHousing will maintain records of monies owed for such things as overpayments and/or fraud recovery.

#### **A. Participant Accounts**

Participant accounts will be accompanied by a repayment agreement to be completed and returned by the Participant.

- If the Participant fails to sign the agreement, MaineHousing may send notice that the bill must be paid or Housing Assistance Payments will be terminated.
- If the Participant owes monies to MaineHousing and is entitled to a utility reimbursement,

MaineHousing will notify the Participant that this reimbursement will be withheld until the monies owed are paid in full.

The Participant will be given 30 days from the date of the notice in which to object.

#### **B. Owner Accounts**

If Owner accounts of monies owed to MaineHousing in excess of \$150.00 are not cleared by the date specified, MaineHousing will be entitled to exercise one or more rights and remedies available under the law or in equity and may report the non-payment to appropriate federal or state governmental agencies.

### **APPENDIX – DEFINITIONS**

**Coupon:** A document issued by MaineHousing to an applicant selected for admission to the Program describing the program and procedures for approval of a Unit selected by the applicant. The Coupon also states the obligations of the Family under the program.

**Dependent :** A member of the Family, other than the Head of Household, spouse, or foster children or adults, who is under 18 years of age, a person with a Disability, or a full-time student.

**Disability or Disabilities:** Disability includes any physical or mental condition that (a) substantially limits one or more of a person's major life activities, or (b) significantly impairs physical or mental health, or (c) requires special education, vocational rehabilitation or related services, or (d) is specified in accessibility laws, to include orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection or AIDS, mental retardation, and psychiatric illness, amyotrophic lateral sclerosis, chronic obstructive pulmonary disease, Crohn's disease, cystic fibrosis, substantial disfigurement, kidney or renal diseases, lupus, major depressive disorder, mastectomy, intellectual disability, paralysis, Parkinson's disease, pervasive developmental disorders, rheumatoid arthritis, schizophrenia, acquired brain injury, and alcoholism. An individual who has a record of any of these conditions or who is regarded as having or is likely to develop any of these conditions is also considered a person with a disability. This definition does not include a person whose disability is based solely on Drug or alcohol dependence.

**Drug:** A controlled substance as defined in Section 102 of the federal Controlled Substances Act (21 U.S.C. §802) or a Scheduled Drug as defined in Title 17-A of the Maine Revised Statutes.

**Drug-related Criminal Activity:** The illegal manufacture, sale, distribution, or use of a Drug, or the possession of a Drug with intent to manufacture, sell, distribute or use the Drug.

**Family:** A person or combination of two or more persons sharing residency whose income and resources are available to meet the group's needs.

**Head of Household:** The person who assumes legal and financial responsibility for the Household and is listed on the application as Head of Household.

**Household:** A Family and any Live-in Aide approved by MaineHousing.

**Housing Assistance Payment:** The monthly housing assistance payment made by MaineHousing that includes a payment to the Owner for rent under the Family's lease and a payment to the Family if the total assistance payment exceeds the rent to the Owner.

**Live-in Aide:** A person who resides in the Unit with an Elderly Family or a Disabled Family and provides necessary supportive services.

**Occupancy Specialist:** A MaineHousing Occupancy Specialist will be assigned to each participant of the Program.

**Owner:** Any person or entity who owns a building in which a Participant leases or may lease a Unit.

**Participant:** A Family who has been admitted to, and is currently assisted under, the Program.

**Premises:** The building or complex in which a Unit is located, including common areas and grounds.

**Recertification:** The process of securing documentation of total Family income used to determine the portion of rent the Family will pay.

**Subsidy Standards:** Standards established to determine the appropriate number of bedrooms and amount of subsidy for Families of different sizes and compositions.

**Unit:** A residential housing space leased by a Family for its personal use.

**Utilities:** Water, electricity, gas, other heating, refrigeration or cooking fuels, trash collection and sewage services. Telephone and cable service are not included as a utility.

**Violent Criminal Activity:** Any criminal activity that has, as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another.

**Navigator:** Conduct comprehensive assessments of clients, identify and prioritize housing needs, create housing stability plans, assist with housing search and placement, and follow clients beyond shelter to ensure housing stability.

**Housing Stability Plan:** The Housing Stability Plan domains address the following possible participant needs; housing, income, health, transportation, education and legal issues. While a Housing Stability Plan will have all domains available, it may not be necessary for a household to utilize all of them.

**Homeless Program Officer:** A MaineHousing Homeless Program Officer will be assigned to each grantee of the Program.