



**Continuum of Care (CoC) Permanent Supportive Housing (PSH)
Tenant-Based Rental Assistance (TBRA) Program Handbook**

Welcome to the Miami-Dade County CoC PSH Tenant-Based Rental Assistance (TBRA) Program

The Miami-Dade County Homeless Trust (Homeless Trust) welcomes you to the Continuum of Care (CoC) Permanent Supportive Housing (PSH) Tenant-Based Rental Assistance (TBRA) Program. The Homeless Trust administers the TBRA Program and contracts with community-based providers to conduct certain program activities and provide you with housing specialist/case management services (PSH Providers).

Briefly, your responsibilities as a TBRA Program participant are:

- Provide the TBRA Program with complete and accurate information.
- Make your best effort to find a place to live that is suitable for your household and qualifies for the program.
- Cooperate in attending all appointments scheduled by your TBRA Housing Specialist.
- Take responsibility for the care of your housing unit.
- Comply with the terms of your lease with the Landlord.
- Comply with the participant obligations of the TBRA Program.

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A. What is the TBRA TBRA Program and How Does It Work?

1. Rental Housing Assistance

The TBRA Program provides eligible persons and their households with long term rental subsidy. You pay 30% of your monthly adjusted household income toward rent and the TBRA Program pays the rest. Both you and the TBRA Program make the rent payments directly to the landlord.

You choose your own housing in the community, however, the housing you wish to live in must meet three requirements: (a) the rent cannot exceed HUD's fair market rents (FMRs) for Miami-Dade County, (b) the rental unit must not exceed the bedroom limit for the size of your household and (c) the rental unit must meet HUD's Housing Quality Standards (HQS).

Once you are approved to participate in the TBRA Program, you can begin looking for rental housing. If you are currently participating in the CoC RRH Bridge Program, you must remain in the unit you currently occupy until your lease expires. TBRA rent assistance will not start until the Homeless Trust approves the unit and issues a Move-In Authorization. If the unit cannot meet the above requirements, you will have to search for rental housing that can be approved by the Homeless Trust.

2. Housing Support Services

In addition to receiving rental assistance, you will receive the support of a PSH TBRA Provider (PSH Provider) and their Housing Specialist (or some PSH Providers may assign the same responsibilities to a Case Manager).

The primary responsibilities of Housing Specialists fall into three areas:

- The Housing Specialist assist the Homeless Trust in operating the program by performing initial eligibility verification, enrolling participants into the program, conducting annual re-certifications, and providing assistance to participants in understanding and completing leases and other program documents. The Housing Specialist also assists an eligible person to locate affordable, suitable housing when the need arises (you may be assigned a Housing Navigator whose focus is to assist you to locate and secure housing).
- The Housing Specialists serve as a liaison between you and landlord in lease negotiation or in case of disputes to help you avoid eviction, deal with a difficult landlord or ensure that repairs are made by the landlord.
- The Housing Specialist supports you in managing your housing stability through housing stability and services assessment, housing plans driven by you, monthly phone contact and a quarterly home visit. The Housing Specialist works with other community-based service providers to ensure that you are receiving the services you need to maintain housing stability and any care you may need.

B. Your Responsibilities as a Tenant

1. *Pay your share of the rent and utilities directly to your landlord and utility companies by the due date set forth in your lease or utility bill.*

- The TBRA Lease Addendum and Move-In Authorization Notice will state the amount of your share of the rent and will list the utilities for which you are responsible under the lease. The landlord cannot ask you to pay more than your share of the rent as stated in the Lease Addendum and Move-In Authorization. Report your landlord to your Housing Specialist if the landlord requests more money from you.
- Promptly notify your Housing Specialist if you are, or you anticipate, having difficulty paying your rent or utilities!!
- You are responsible for late fees that result from late payments of your portion of the rent and utilities.
- Even if a third party agrees to pay your share of the rent or your utility bills on your behalf, you remain responsible for monies owed toward the rent and utilities.
- Keep a record of all rent and utility payments you make.
- Please note that in the event that you have a roommate, the TBRA Program requires that the landlord have a separate lease with the roommate and that you are not responsible for your roommate's share of the rent.

2. *Maintain the unit in good condition.*

- Keep the unit in good repair and inform landlord when repairs are needed.
- Use and operate all appliances, bathroom and kitchen fixtures, plumbing, air-conditioning and elevators in a reasonable manner.
- Do not cause damage to the unit, including walls, flooring, doors, cabinets, plumbing and fixtures, appliances, etc.
- Do not destroy, deface, damage, impair or remove any part of the premises or property belonging to the landlord, nor permit any other person to do so.
- You are responsible for paying for repairs resulting from damage caused by you, household members or guests (normal wear and tear is responsibility of landlord).
- Keep the unit clean and sanitary (including removing garbage from the unit).

3. *Be a good neighbor and not cause disturbances.*

- Conduct yourself and require your household members and guests to conduct themselves in a manner that does not disturb your neighbors or cause a breach of peace (i.e. yelling, loud music or noise, harassment, violence, drug use, other illegal activity, damage to, or theft of, others' property, blocking or cluttering common areas or right-of-ways).

4. *Comply with all lease terms.*

You must comply with all lease terms, which may include additional house rules for the property. Key lease terms include, but are not limited to:

- You may not move out/abandon the unit prior to the end of the lease term.
- You must provide the landlord with notice of intent to move at the end of the lease term at least thirty days in advance of lease term or earlier as may be required under the lease. Note: you are required to inform your Housing Specialist of your intent to move when you receive your annual re-certification appointment letter.

C. Your Responsibilities as Program Participant

You must provide and/or disclose information to the TBRA Program:

1. Supply, within fifteen (15) days of request, any information about you or your household members that the PSH Provider, Homeless Trust or U.S. Department of Housing and Urban Development (HUD) determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.
2. Supply any information or documents requested by the PSH Provider, Homeless Trust or HUD for use in a regularly scheduled recertification or interim recertification of household income and composition in accordance with HUD requirements.
3. Disclose to the PSH Provider any information they receive from HUD.
4. Disclose and verify all household members' social security numbers and have all household members sign and submit consent forms for obtaining information.
5. Attend scheduled appointments with the PSH Provider.
6. Provide accurate, comprehensive, and timely information. Providing false information or making misrepresentations in connection with federal assistance is a criminal offense.
7. Maintain a current phone number with the TBRA Program at all times.
8. Maintain current contact information for two persons selected by the household's head of household for notification in case of emergency or for receipt of program notices and communications in the event that the program experiences difficulty in locating the participant.
9. Report to the PSH Provider when a household member moves out of the unit, a change in monthly income or other relevant circumstances within fifteen (15) days of the change, including:
 - i. An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - ii. The birth, adoption or court awarded custody of a child.
 - iii. You propose to move a foster child into the home, which the Homeless Trust must approve in writing in advance.
 - iv. You are in need of a live in aide. A live-in aide may not move into the units without approval by the Homeless Trust in writing. The City will annually request

documentation of the necessity for and verify services that the live in aide is providing, which is subject to Homeless Trust's review and approval.

You must comply with the Program's housing location, move-in and inspection policies and procedures:

10. Locate a housing unit acceptable to the Homeless Trust within 45 calendar days of being enrolled in the TBRA Program or an approved request to move from an assisted unit.
 - a. The PSH Provider may approve an extension of time due to extenuating circumstances. Such extension must be requested in writing no later than fifteen (15) calendar days before the 45-day search period ends (that is, no later than 30 days into your housing search). A second extension may be granted, however, the written request for a second extension must be made before the first extension expires. If you still do not locate housing within the approved extension period, a notice of program termination will be immediately issued to you.
11. Cooperate with the TBRA Program's housing quality inspection (HQS) process. Rental housing may not be assisted with TBRA funds unless the housing meets HUD's HQS requirements.
12. Comply with the Program's lease up and move-in procedures, which includes collecting required forms from the landlord.
13. Obtain the Homeless Trust's Move-In Authorization prior to moving into a unit to be assisted under the TBRA Program.
 - a. The Move-In Authorization will only be issued if the Homeless Trust: (1) approves all members of the household; (2) the unit passes an HQS inspection; (3) the rent does not exceed HUD rent limit (Fair Market Rent or FMR); and (4) all required certification documents have been reviewed and accepted by the Homeless Trust. No TBRA rent assistance will be made unless a Move-In Authorization has been issued.
 - b. If the participant or household member gives money to a landlord to hold an apartment before the the Homeless Trust issues a Move-In Authorization, the household may lose that money if the unit fails inspection or is not approved by the Homeless Trust; and the Program will not be responsible for any rent (or deposits) incurred or accrued as a result of occupancy prior to the date of the Move-in Authorization Notice.
14. Move into a Homeless Trust-approved housing unit within seven (7) calendar days of the Move-In Authorization.

You must comply with the Program's HQS inspection policies and procedures after moving into a unit:

15. Allow the TBRA Program to conduct HQS inspections at reasonable times and after reasonable notice. The Participant is responsible for any HQS breach or other unit damage caused by household member(s) or their guests.
16. Your rental unit must be re-inspected once a year. This annual HQS inspection will take place approximately 120 to 90 days in advance of the anniversary date of your Move-In

Authorization or last Program Re-certification. In order to complete the inspection, you or any adult aged 18 or older must be present at the time of the inspection. If you cannot keep the inspection appointment, you are responsible for re-scheduling the inspection in advance. If you fail to provide access to your unit at the scheduled time, this will be deemed a Class II Program Violation for failure to keep a Program appointment. If you fail to keep a second inspection appointment, your assistance will be terminated.

You must comply with the program's rules governing your residency of the assisted unit:

17. Comply with all tenant obligations described in this Handbook and the terms of your lease. Failure to do so will be treated as program violations.
18. Use the assisted unit for residence by the household. The unit must be the household's only residence. The household may not sublease the unit.
19. Do not move into another unit during the term of the current lease without the Homeless Trust's approval.
20. Maintain residence in the assisted rental unit through the lease term. Failure to reside in your assisted unit for more than thirty (30) consecutive days during the term of the lease will be considered an abandonment of the unit and violation of the lease and program rules.
 - Exceptions will be made by the Homeless Trust in writing if you are hospitalized or enter into a residential substance abuse or mental health treatment program. If you are a victim of domestic violence, sexual assault, dating violence or stalking and your abandonment of the unit is directly related, you may assert your rights under the Violence Against Women Act (VAWA) and your abandonment will not result in program termination violation of the lease.
22. Do not allow any person to reside in the unit who has not been approved by the Homeless Trust. Only persons listed as household members on the CoC Homeless Verification Form May receive TBRA. Any other person seeking to reside in the unit will be treated as an unsubsidized roommate responsible for pro-rated rent and must be pre-approved by the Homeless Trust and the landlord. In addition, such person must have a separate lease. Guests of the household may not stay more than thirty (30) days.
23. Give the landlord at least a 30-day notice in writing of the your intention to move at the end of the lease term, unless the lease requires more advance notice.
24. If you intend to move when your lease ends, you must notify your Housing Specialist no later than ninety (90) calendar days in advance of the lease expiration. Move-in authorization will not be granted until the unit is approved by the Homeless Trust and all required certification documents have been reviewed and accepted by the Homeless Trust.
25. Promptly notify the PSH Provider of:
 - a. any problems with the landlord, including failure to repair physical condition(s) in the unit which may be in violation of HQS or if there are unsafe conditions.

- b. any eviction threats or notices.
- c. any problems related to inability to make rent payment obligations or any other financial issues.

You and/or a household member may NOT:

- 26. Own or have any interest in the unit. Program rules prohibit approval of a housing unit if any household member has a property interest in or is the landlord of the property or the owner of the unit is the parent, child, grandparent, grandchild, sister, or brother, or that of any member of the applicant or participant's household unless for reasonable accommodation. The applicant or participant, as the case may be, is obligated to disclose any familial relationship between themselves, or any member of their household, and the owner of the housing unit.
- 27. Commit fraud, bribery or any other corrupt or criminal act in connection with the TBRA or other federally funded program.
- 28. Engage in drug-related criminal activity, or violent criminal activity, or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- 29. Receive TBRA assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

You must comply with the Program's supportive services obligations:

- 30. Keep scheduled appointments with the Housing Specialist or any other PSH Provider staff person and call in advance to re-schedule appointments, if necessary. Repeated cancellation and/or re-scheduling can lead to Class II violations. Participants may request reasonable accommodation and assistance, when needed; including at-home appointments if homebound.
- 31. Maintain monthly contact with your Housing Specialist and cooperate with quarterly home visits by your Housing Specialist.
- 32. Cooperate with housing stability assessments and planning. You will be asked to undergo an initial housing stability assessment and make a housing stability plan with the assistance of your Housing Specialist. You will be expected to review your plan with the support of your Housing Specialist every three months during your home visit to ensure that you are meeting your tenancy obligations and receiving supports you need.
- 33. Seek and apply for other types of financial (benefits and/or employment) or housing assistance (if you determine you are no longer in need of program-based supportive services) which may be available in order to increase income and reduce or eliminate dependency on PSH TBRA.
- 34. Advise the Housing Specialist of any problems related to TBRA assistance and cooperate in resolving those problems.

35. Treat PSH Provider and Homeless Trust staff with respect and courtesy at all times.
36. Ask questions about any aspect of TBRA assistance you may not understand.
37. Comply with all TBRA program regulations, rules and guidelines.
38. Assume full responsibility for the consequences of violating program rules.

D. Landlord Obligations

The Landlord:

1. Must sign a TBRA Program Participation Agreement and a Lease Addendum and, after the Homeless Trust has issued a Move-In Authorization, a twelve-month lease pre-approved by the PSH Provider.
 - The same lease form that the landlord uses for unassisted units must be the same lease form used for your assisted unit.
 - The Lease Addendum will include the (a) agreed-upon rent; (b) share of rent you will pay and the share the TBRA Program will pay; (c) utilities that you are responsible to pay; and (d) names of the household members approved by the Homeless Trust to live in the unit.
 - If there is any adjustment to your portion of the rent or change in household composition, the landlord must execute a new Lease Addendum prepared by the TBRA Program.
2. Cooperate with the unit approval process, including HQS inspection of the proposed unit. If the unit does not pass inspection, the landlord must make the necessary repairs within 15. If the repairs are not completed within the time allowed, the unit will not be further inspected and will be rejected by the Homeless Trust.
3. Must provide you with a written receipt for each rent payment made upon your request.
4. Prior to taking any action towards eviction, the landlord must immediately inform your TBRA Housing Specialist of:
 - any problems concerning your non-payment of your rent portion.
 - any concern regarding the your ability to maintain the leased premises in decent condition.
 - any conflict with the landlord or other tenants and must ask for the Housing Specialist's assistance with resolving conflict between you and the landlord and/or other tenants prior to such conflict rising to the level of a breach of lease terms.
 - Your abandonment of the unit.

5. Cooperate with reasonable efforts made by you to satisfy back rent or make, or pay for the costs of, repairs resulting from damage beyond normal wear and tear to the assisted unit caused by you, member of your household or guest.
6. Must continue to comply with all local and federal housing quality standards and cooperate with the Program's inspection process after you move into the unit.
 - You have the right to request a complaint inspection by the TBRA Program at any time.
 - If the unit fails inspection and the inspection determines the damage was not caused by the household, the landlord must make timely repair. The Homeless Trust can abate the program's rent payments if the landlord does not make repairs as required. Rent abatement is a breach of the lease by the Landlord under the Lease Addendum and grounds for immediate termination of the lease by you (you must work with your housing specialist to terminate the lease and move into a new unit only after the Homeless Trust issues a Move-In Authorization).
7. Return all security deposit funds paid by you directly to you in accordance with Florida Residential Landlord and Tenant Law state. Claims may only cover the remaining useful life expectancy of replaceable items damaged due to participant's negligence or abuse.
8. Promptly notify the participant's Housing Specialist and the Housing Assistance Program of any pending transfer of title in the rental property and the date upon which transfer of title occurs and the name and mailing address of the new property owner.
9. Comply with the Florida Residential Landlord and Tenant Law at all times.
10. Shall not discriminate against the Tenant in the provision of housing and amenities, or in any other manner, on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, familial status, actual or perceived marital status, actual or perceived gender identity or actual or perceived sexual orientation, gender expression, veteran status, source of income or actual or perceived status as a victim of domestic violence, dating violence, sexual assault or stalking.

E. Participant Program Violations

Under the TBRA Program, there are two classes of violations. Class I violations result in immediate program termination. Three Class II violations within a twelve-month period will result in terminations.

1. Class I Violations

- a. Commission of fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in making a determination as to the participant's eligibility to receive services.

- b. Failure to locate housing within required search period within 45 days (or Homeless Trust-approved extension period) or failure to move into an approved unit within 7 calendar days of the Homeless Trust's Move-In Authorization.
- c. Abandonment of assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days, except in cases where the participant is hospitalized, participation in a residential substance abuse or mental health treatment or protection under VAWA.
- d. Moving into a new apartment unit without Homeless Trust Move-In Authorization. Program assistance will terminate. The participant will be fully responsible for any and all rents or deposits incurred or owed towards the rental of the new unit.
- e. Failure to report a change in household income or other household change within 15 days of the change; such failure will be treated as an incident of fraud.
- f. Threatening or abusive behavior toward PSH Provider or Homeless Trust staff or others at the Provider or Trust, neighbor(s) or the landlord. Threats of violence may be verbal or non-verbal and can occur explicitly or implicitly. When the behavior constitutes a legitimate threat of violence to themselves or others, immediate termination is warranted.
- g. Commission of drug-related or violent criminal activity by participant, any member of the household, guests or any person under the participant's control. Criminal and drug-related activity leading to termination are defined as follows:
 - Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - Any violent criminal activity or drug-related criminal activity on or near the premises.

2. Class II Violations

- a. A Class II Program Violation is a violation of any other program rule or participant obligation including, but not limited to those listed below. These violations will be documented and maintained in the tenant file, but may not necessarily result in termination. Assistance will be terminated upon persistent violation of program rule(s) or tenant obligation(s). Repeated violation of program rules or obligations undermines the functioning of the program and constitutes abuse of the program by the participant and can lead to termination.
 - Failure to notify the provider of a change in household composition within fifteen (15) days of the event.
 - Failure to maintain current information on file as required or to cooperate in submitting required documentation/information within fifteen (15) days of program's request.
 - Failure to attend TBRA Program appointments, except in the documented case of illness or other extenuating circumstances. Failure to attend re-certification

appointments or provide access for annual inspections will result in termination upon second occurrence.

- Failure to maintain monthly contact with your TBRA Housing Specialist or Case Manager.
- Failure to cooperate with annual HQS inspection, home visits and/or housing stability assessments and planning.
- Failure to make timely payment of the participant's required portion of the rent or comply with other tenant obligations, including the obligation to provide the landlord with notice of their intent to move upon expiration of the lease at least thirty days in advance or earlier as may be required under the lease.
- The first time that a participant, or member of his or her household, causes damage to the assisted unit (i.e. not ordinary normal wear and tear) that results in the landlord retaining any of the deposit paid by the Program and/or making a claim with the RentConnect Mitigation Fund.
- Verbal abuse directed toward Program or Trust personnel (or others at the PSH Provider), neighbor(s) or the landlord. Such abuse consists of repeated use of offensive speech, particularly speech that directly insults the listener. Verbal abuse constitutes grounds for dismissal when the offensive speech continues or is repeated after at least two direct requests to the participant to refrain from such behavior. If the verbal abuse constitutes a threat of violence, it shall be treated as a Class I violation.
- Harassment consisting of unwarranted and unwelcome contact of any nature (including phone or face-to-face) after the participant has been explicitly advised to cease the harassing contacts. If the harassment occurs in a way that constitutes a threat of violence, then such behavior shall be treated as a Class I violation.
- Repeated violation of basic program rules or tenant obligations such as annual recertification, inspections, supplying requested financial documentation, getting approval for new household members, undermines the functioning of the program and constitutes abuse of the program by the participant and can lead to termination. The participant's assistance may be terminated upon three (3) documented incidents of program violation (need not be the same repeated program violation) within a twelve month period even if the participant took corrective action to cure one or more of these violations. The PSH Provider shall initiate termination of assistance as set forth above in subsection.

F. Your Rights under the TBRA Program

TBRA participants enjoy certain rights under the TBRA Program as follows:

1. Those rights afforded tenants in the State of Florida, as set forth in the Florida Residential Landlord and Tenant Act (Chapter 83 of the Florida Statutes).

2. The right to request, and receive, an inspection of the rental unit if you believe that there are unsafe conditions that warrant immediate repair (emergency inspection) or that there are non-emergency, physical conditions that the landlord is responsible for repairing (complaint inspection).
3. The right to be treated at all times with respect and courtesy, within a setting which provides the highest degree of privacy possible.
4. The right to freedom from discrimination under federal, state and local law because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, familial status, actual or perceived marital status, actual or perceived gender identity or actual or perceived sexual orientation, gender expression, veteran status, source of income or actual or perceived status as a victim of domestic violence, dating violence, sexual assault or stalking.
5. The right to full access to information about the TBRA program, including policies and procedures and Provider-specific rules and regulations.
6. The right to know the names and titles of employees serving you.
7. The right not to participate in services and to make decisions regarding your care and services options, including termination of services.
8. The right to name an advocate to speak on your behalf, after a written authorization is presented to the TBRA Program.
9. The right to inspect and receive an explanation of income determination calculations and the required contribution toward the rental payment.
10. The right to confidentiality as established under state and federal law. To receive CoC assistance, participants are required to consent to participation in the Homeless Trust's Homeless Information System (HMIS) and information sharing between providers who have entered into an HMIS Participation Agreement with the Trust. You may be asked to sign other consent forms from time to time to facilitate receipt of community services you seek by allowing information sharing and communications between your PSH Provider and a community-based service provider.
11. The right to inspect and receive a copy of your program files within a reasonable time.
12. The right to prompt written notice of any Provider or Homeless Trust action that is either adverse or favorable, regarding your assistance.
13. The right to due process through initiating grievances, to suggest changes, and to receive a timely response, without fear of reprisal.

G. Program Grievances and Appeals

You have a right to file a grievance to initiate a review of any adverse action regarding your assistance, including, but not limited to, your eligibility, amount, or length of time of assistance and/or termination of your assistance due to Program violation through a fair hearing.

1. In order to exercise your right to a hearing, a completed Grievance Form must be received by your PSH TBRA Provider within ten (10) business days of the date that you were notified of this adverse action or termination in writing.
2. Upon initiating the grievance process, you have the following rights:
 - a. The grievance hearing must be scheduled within five (5) business days (excluding weekends and federal holidays) of receipt of the grievance by written notice setting forth the date, time and meeting location for the hearing;
 - b. The right to be represented by an advocate of your choice (who may be an attorney) and to have such person make statements on your behalf;
 - c. The opportunity to examine, before the hearing, all of the documents, records, and TBRA Program rules relevant to the hearing;
 - d. The right to present written and oral objections in support of the grievance before a person other than the person (or a subordinate of that person) who made or approved the decision;
 - e. The right to dispute evidence presented in support of the determination of eligibility, assistance, or termination under appeal;
 - f. The right to reasonable accommodations for persons with disabilities to participate in the hearing;
 - g. The right to a written decision within five (5) business days based only on the evidence presented at the grievance hearing, unless additional information is requested by the person hearing the grievance (such request shall be made in writing and copied to all parties unless such request is made during the grievance hearing).
 - h. The right to continue to receive TBRA assistance until the grievance process is completed.
3. Failure to appear at the Grievance Hearing will result in automatic default, leaving the adverse action to stand.

H. Fair Housing Rights

It is important to understand the basic rights provided to you under fair housing laws. The premise is simple: everyone has the legal right to live anywhere he/she wants to live. Fair housing laws apply to both individuals and families whether they are voucher holders or not. There are Federal, state, and local fair housing laws that protect you from discrimination in housing. In Miami-Dade County it is illegal to discriminate based on:

- Race
- Color
- Religion
- Ancestry
- National origin
- Sex (including sexual harassment)
- Pregnancy
- Age
- Disability
- Marital Status
- Familial Status
- Gender Identity
- Gender Expression
- Sexual Orientation
- Source of Income
- Actual or Perceived Status as a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

What Housing Is Covered?

The Fair Housing Act and local law cover most housing. In some circumstances, the Act and/or local law exempts owner-occupied buildings with no more than four units, single-household housing sold or rented without the use of a broker, and housing operated by religious organizations and private clubs that limit occupancy to members.

Owners Right to Screen

Fair housing laws do not require an owner to rent to anyone. Owners have the right to screen applicants based on legal guidelines and procedures. The screening process will vary from owner to owner. Some owners/managers will just talk to you and make a decision. Other owners will require you to go through a formal screening process which may include:

- Checking credit history and references
- Conducting a criminal background check
- Reviewing previous rental history
- Filling out an application form

Fair housing laws do require an owner treat all prospective tenants the same. If the screening uncovers information that indicates that you may not pay the rent on time or that you may damage the property, then the owner does not have to accept you as a tenant. Under Florida law, the owner may not use your status as a voucher holder to deny you tenancy.

What Is Prohibited?

It is against the law for owners or property managers to:

- Refuse to rent or negotiate because of a person's protected status
- Lie about the availability of a dwelling because of a person's protected status
- Impose different terms, conditions or privileges because of a person's protected status
- Provide different housing services or facilities
- Make discriminatory statements or publish discriminatory communications
- Coerce or intimidate an applicant who has filed a fair housing complaint
- Steer applicants (Illegally guiding renters to a particular area based on the racial or ethnic characteristics of residents 'of the building or neighborhood)

NOTE: Throughout Miami Dade County, the owner may not use your status as a voucher holder to deny your tenancy. Owners cannot say "I don't take section 8 or other government housing vouchers/assistance".

In Addition: It is illegal for anyone in Miami-Dade County to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, religion, ancestry, national origin, age, sex, pregnancy, disability, marital status, familial status, gender identity, gender expression, sexual orientation, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking, of a prospective renter. This prohibition against discriminatory advertising applies to single-household and owner-occupied housing that is otherwise exempt from the Fair Housing Act or local law.

Additional Protection If You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities;
- Have a record of such a disability; or
- Are regarded as having such a disability

your landlord may not:

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment. However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Requirements for New Buildings

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units. These requirements for new buildings do not replace any more stringent standards in State or local law.

Housing Opportunities For Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- A parent
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

How do I file a complaint?

If you believe you are a victim of illegal housing discrimination, you can contact HUD or the Homeless Trust. If you'd like to file a complaint directly with HUD, please see HUD's "Are You a Victim of Housing Discrimination?" brochure included in this Handbook and also located at https://www.hud.gov/sites/documents/DOC_12150.PDF. You can also fill out a complaint with HUD online at:

<https://portalapps.hud.gov/AdaptivePages/HUD/complaint/complaint-details.htm>.

Certain protected status claims must be filed with the Miami-Dade County Commission on Human Rights: <http://www.miamidade.gov/humanrights/human-rights-complaints.asp>

The Homeless Trust or your PSH Provider will assist you in completing these forms if necessary.

For Further Information:

The Fair Housing Act and HUD's regulations, as well as local law prohibiting discrimination in housing practices, contain more detail and technical information. If you need a copy of federal law or regulations, contact the HUD Office nearest you. For a copy of local law prohibiting discrimination in housing practices or for assistance, contact the Miami-Dade County Office of Human Rights and Fair Employment Practices:

<http://www.miamidade.gov/humanrights/home.asp>

I. Reasonable Accommodation on the Basis of Disability

1. Accommodating Your Need for an Excused Absence from Your Unit

The TBRA Program recognizes that participants may, from time to time, experience extended hospital stays. The TBRA Program also strongly encourages participants to seek appropriate substance abuse and/or mental health treatment. The TBRA Program recognizes that appropriate treatment may require participants to enter into residential substance abuse or mental health treatment.

TBRA Program rules treat a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days as abandonment of the assisted unit and, therefore, a Class I Program violation leading to immediate Program termination. To accommodate your need of extended hospitalization or residential treatment, the TBRA Program will recognize this as a justified period of absence if you comply with the following request for accommodation and notice requirements. Absences up to one-hundred and twenty (120) days can be approved.

a. Advance Notice:

If advance notice is possible, you must submit a Request for Reasonable Accommodation, with the accompanying medical verification form.

b. Residential Treatment with Waiting Lists:

You must submit the Request for Reasonable Accommodation at the same time that you are placed on a waitlist for residential treatment. You must notify your Housing Specialist within forty-eight (48) hours of being admitted to the residential facility in order to preserve approval of an extended absence from your assisted housing unit. You must also consent to exchange information between your Housing Specialist and residential treatment program in order to protect your continued housing assistance.

c. Emergency Hospitalizations or Residential Treatment Admissions

If advance notice is not possible due to emergency hospitalizations or residential treatment admissions, you must submit the Request for Reasonable Accommodation no later than the fifteenth (15th) day of your absence from the assisted housing unit. Failure to do so will result in termination of your assistance upon the 30th day of absence from your unit.

d. Landlord Notification and Adjustments to Participant's Share of the Rent

- i. You must also notify the landlord of the approved absence and continue to pay your portion of the rent while you are absent to ensure that the landlord does not move to evict on the basis of abandonment.
- ii. If the participant anticipates a change in income due to treatment (i.e. treatment program fees), the participant may ask, as a reasonable accommodation, for an adjustment to Program rent during the period of treatment. The Program will require documentation of fees from the treatment facility

2. Requesting Other Reasonable Accommodation

The Homeless Trust, as Grantee, and all agencies receiving TBRA funds must make reasonable modifications in their policies, practices, and procedures in order to accommodate individuals with disabilities. However, modification is not required if it would "fundamentally alter" the services or operations of the TBRA Program.

You may request reasonable accommodation at any time by completing and submitting a TBRA Request for Reasonable Accommodation Form, accompanied by a TBRA Medical Verification of Need for Accommodation (ask your Housing Specialist for these forms), sworn to and signed by a medical professional responsible for your care. The request must describe the accommodation sought, the impairment that necessitates such accommodation, and how such accommodation will assist you (or a member of your household) to participate in, or access, the TBRA Program.

a. Responsible Party – TBRA Policies and Procedures:

If the modification you are requesting concerns TBRA Program policies and procedures, you should direct your request for reasonable accommodation to the Deputy Director of the Homeless Trust Department of Community Development.

b. Responsible Party – Day-to-Day Provider Operations or Facility Access

If the modification you are requesting concerns the day-to-day operations of a PSH Provider or access to their facilities, direct your request for reasonable accommodation to the Executive Director of the Provider.

J. Rights under the Violence Against Women Act (VAWA)

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

Miami-Dade County Homeless Trust Housing Assistance Program

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal Provider that oversees the housing assistance program (TBRA Program or Program) administered by the Homeless Trust is in compliance with VAWA. This notice explains your

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under the Program you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under the Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

The Program may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the Program chooses to remove the abuser or perpetrator, the Program may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the Program must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the Program must follow Federal, State, and local eviction procedures. In order to divide a lease, the Program may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, the Program may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the Program may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the Program may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If the Program does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, the Program may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. The Program may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The Program will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The Program's emergency transfer plan provides further information on emergency transfers, and the Program must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The Program can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the Program must be in writing, and the Program must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. The Program may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the Program as documentation. It is your choice which of the following to submit if the Program asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the Program with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement Provider, court, or administrative Provider that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional

(collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that the Program has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the Program does not have to provide you with the protections contained in this notice.

If the Program receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the Program has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the Program does not have to provide you with the protections contained in this notice.

Confidentiality

The Program and its sub-recipients (Program Providers) must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The Program must not allow any individual administering assistance or other services on behalf of the Program (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Program must not enter your information into any shared database or disclose your information to any other entity or individual. The Program, however, may disclose the information provided if:

- You give written permission to the Program to release the information on a time limited basis.
- The Program needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the Program or your landlord to release the information.

VAWA does not limit the Program’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the Program cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the Program can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- (1) Would occur within an immediate time frame, and
- (2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If the Program can demonstrate the above, the Program should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **Miami-Dade County Homeless Trust, Phone: (305) 375-1490** or **HUD Miami Field Office, Phone: (305) 536-5678**.

For Additional Information

You may view a copy of HUD's final VAWA rule at

<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>

Additionally, the Homeless Trust must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact a Housing Specialist at Miami-Dade Homeless Trust at (305) 375-1490.

If you need help:

- *If you feel that your life is in danger - please call 9-1-1.*
- National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).
- Coordinated Victims Assistance Center: 305-285-5900 The Coordinated Victims Assistance Center in Miami, Florida, is a walk-in one-stop center for all domestic violence and sexual abuse victims and their children with over thirty agencies collocated in the Center to provide victims with the help they need. The Center is located in a building with security to ensure the safety of victims and their children.
- Miami-Dade Advocates for Victims Hotline: 305-758-2546 or 305-247-4249 (Homestead) Serving Miami-Dade County and the cities of Miami, Coral Gables, Hialeah, Homestead, and Opa-Locka.
- Miami-Dade County Victim and Assistance Program: 305-758-2819, Emergency 305-758-2546. Provided Services include resource and service referrals, local transportation, food, clothing, emergency accommodations, and most importantly financial assistance through a direct relief fund. Financial assistance is most commonly provided for purpose of rent, utilities, medication, replacement of passports, visas, identification, Greyhound bus tickets, and many other miscellaneous expenses. Call for more information on how to obtain services.
- Florida Immigrant Advocacy Center (FIAC): 305-573-1106 Call (FIAC) for legal assistance with immigration issues and issues related to immigration and violence, or visit their website www.fiacfla.org for more information.
- Florida Coalition Against Domestic Violence Hotline: 1-800-500-1119 Information referral for victims of domestic violence. Or visit www.fcadv.org for more information.
- National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

U.S. Department of Housing
and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017
Form HUD-5382

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- 1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- 2) A record of a Federal, State, tribal, territorial or local law enforcement Provider, court, or administrative Provider; or
- 3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name (if different from victim's): _____
4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s) (if known): _____
9. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ **Signed on (Date)** _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This Provider may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**Miami-Dade County Homeless Trust Housing Assistance Plan
Violence Against Women Act (VAWA)
Emergency Transfer Plan**

1. The Miami-Dade County Homeless Trust is concerned about the safety of its program participants, and such concern extends to CoC participants who are victims of domestic violence, dating violence, sexual assault, sexual battery or stalking. In accordance with the Violence Against Women Act (VAWA), the Homeless Trust's Permanent Supportive Housing (PSH) Tenant-Based Rental Assistance (TBRA) Program (Program) allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request, through the participant's Program Provider an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, gender expression, or actual or perceived sexual orientation.
2. The ability of the Program and its Providers to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and, in the case of project-based housing, whether the Provider has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.
3. This Emergency Transfer plan and HUD form 5383, identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal Department that oversees that the Homeless Trust's TBRA Program and its sub-recipients, the Providers, are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer under the following conditions:

- If the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit that the tenant is occupying; or
- If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

1. To request an emergency transfer, the tenant must submit a written request for a transfer in accordance with the procedures described in this plan. The Provider will provide reasonable accommodations to this policy for individuals with disabilities.

2. The tenant's written request for an emergency transfer may be made by either by: (i) completing and submitting the CoC's HUD For 5383 or (ii) submitting third party documentation acceptable to the Homeless Trust with a written request which includes either:
 - A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the program; OR
 - A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

1. The Homeless Trust and the PSH Provider must ensure that private information of victims of domestic violence, dating violence, sexual assault or stalking is protected in accordance with VAWA requirements. If the participant is entitled to protection, the Provider must notify the owner in writing that the participant is entitled to protection under VAWA and work with the owner on the participant's behalf. Any further sharing or disclosure of the participant's information will be subject to the requirements in 24 CFR 5.2007 as described below.
2. The information under the *Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation* form will remain confidential and will be used by the Homeless Trust and Provider only to provide the victims with the exceptions and protections under VAWA.
3. The Homeless Trust and Provider will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the Homeless Trust and/or program written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the *Notice of Occupancy Rights under the Violence Against Women Act* form for more information about the Homeless Trust and programs' Homeless Trust and PSH Provider responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

1. Recipients of Tenant-Based Rental Assistance
 - a. Neither the Homeless Trust nor the Provider can guarantee that a transfer request will be approved or how long it will take to process a transfer request. The Homeless Trust and PSH Provider will, however, act as quickly as possible to assist a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking move with their rental assistance.
 - b. If a family who is receiving housing assistance separates, the family's rental assistance shall continue for the family members who are not evicted or removed. However, if the family's eligibility for housing was based on the evicted or removed individual's disability status, the remaining members may stay in an assisted unit for a grace period of ninety (90) calendar days from the date of the lease bifurcation.
2. Recipients of PSH Project-Based Housing

- a. Neither the Homeless Trust nor the PSH Provider can guarantee that a transfer request will be approved or how long it will take to process a transfer request. The provider will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit within the same project, subject to immediate availability and safety of a unit.
- b. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit within same property or other property operated by the provider that the tenant believes is safe. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The provider may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
- c. Program participants who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under this part, provided that the individual or family meets all eligibility criteria for such assistance. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.
- d. If the family's eligibility for housing was based on the evicted individual's disability status, the remaining members may stay in the project for a grace period of ninety (90) calendar days from the date of the lease bifurcation.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

1. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
2. Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.
3. Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.
4. Tenants who are or have been a victim of domestic violence, dating violence, sexual assault or stalking will be provided with HUD form 5380 that includes a list of local organizations offering assistance to victims of domestic violence.
5. At the tenant's request, the provider will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

**OMB Approval No. 2577-0286
Exp. 06/30/2017
Form 5383**

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required

for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

APPLYING FOR HUD HOUSING ASSISTANCE ?



THINK ABOUT THIS... IS FRAUD WORTH IT?

Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- Evicted **from your apartment or house.**
- Required to repay **all overpaid rental assistance you received.**
- Fined **up to \$10,000.**
- Imprisoned **for up to five years.**
- Prohibited **from receiving future assistance.**
- Subject to **State and local government penalties.**

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing Provider, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing Provider before you complete the housing assistance application.)

Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:

HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410

Miami-Dade County CoC PSH TBRA Program

Acknowledgment of Participant TBRA Rights and Responsibilities

I, _____, have read and understand the program rules, rights and responsibilities for the Miami-Dade CoC Permanent Supportive Housing (PSH) Tenant-Based Rental Assistance (TBRA) Program, which is administered by the Miami-Dade County Homeless Trust with the assistance of contracted PSH Providers thereunder, as set forth in the PSH TBRA Participant Handbook (Handbook). I have received a copy of the Handbook and have had the opportunity to go over the contents of the Handbook with my Housing Specialist and to ask for clarification if necessary.

I accept the responsibilities set forth in the Handbook as well as the TBRA Program's Policies and Procedures Manual during my application/re-certification to the TBRA Program and thereafter for the period of my assistance under the TBRA Program.

Participant's Signature

Date

Print Name: _____

I issued the TBRA Participant Handbook to the participant named above and reviewed the contents of the Handbook with the participant.

Housing Specialist's Signature

Date

Print Name: _____

INSERT COPIES OF HUD FAIR HOUSING & LEAD BROCHURES