

Housing Instability Rental Assistance Program Guidelines

Eligibility Requirements:

- Open to renter households City-wide
- Household must be at risk of displacement within 90 days
- Household must be at or below 60% AMI as established by the Department of Housing and Urban Development (HUD)

Eligible Units:

- Households will be free to select a unit of their choice
- The rent must be reasonable (Less than or equal to HUD Fair Market Rent)
- The unit must meet Section 8 Housing Quality Standards by passing inspection prior to lease signing

Lease Requirements:

Tenant leases may not be for less than one year and cannot contain any of the following provisions:

1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a decision by a court of competent jurisdiction on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Provider may dispose of this personal property in accordance with State law;
3. Agreement by the tenant not to hold the Provider or Provider's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. Agreement of the tenant that the Provider may institute a lawsuit without proper notice to the tenant;
5. Agreement by the tenant that the Provider may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a decision by a court of competent jurisdiction on the rights of the parties;
6. Agreement by tenant to waive any right to a trial by jury;
7. Agreement by tenant to waive the tenant's right to appeal or to otherwise challenge in court a court decision in connection with the lease; and
8. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Provider against the tenant. The tenant may be obligated to pay attorney's fees or other legal costs if the tenant loses.

9. The lease may not be terminate or refuse to be renewed except for a violation of the terms and conditions of the lease that is not cured within a reasonable period of time; for violation of applicable federal, state or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days written notice specifying the grounds for the action, unless there is a substantial violation as defined by state law.

Minimum Tenant Payment: 30% of annual household income

Maximum rental subsidy: The difference between 30 percent of the household's adjusted monthly income and the Fair Market Rent for the unit

Length of Assistance: 1 year

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