Rent Guarantee Program (RGP)
June 1, 2020

Rent Guarantee Program Operations Manual

Contacts

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Published date: June 1, 2020

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1. Rent Guarantee Program Overview

OHCS's Rent Guarantee Program provides incentives and financial assistance to landlords that rent or lease to low-income households by guaranteeing payments to landlords for unpaid rent, eviction and property damage costs.

To be eligible to participate in the program, tenants must be low-income, and experience barriers to obtaining housing, including, but not limited to, poor credit history/ratings, lack of rental history, criminal history, a history of housing eviction(s), having been a ward of the state and may be homeless or unstably housed.

To be eligible for program benefits, a tenant must graduate from a Tenant-Readiness Course offered by the program provider. Financial assistance is limited to a maximum of $2,000 per eligible tenant for unpaid rent and a maximum of $5,000 per tenancy.

Program providers determine which tenants meet program eligibility and are selected to participate in the program. Once tenants successfully complete an OHCS-approved Tenant Readiness Education course, program providers give tenants a Certificate of Completion which the tenant can use to assist their search for permanent housing. Once a landlord is selected, the landlord must enter into a Program Provider/Landlord Agreement with the program provider within 30 days of tenant's move-in, as well as a Landlord/Tenant Agreement with the tenant.

2. Definitions

Eligible Tenant or Tenants: means individuals or families:

- with a household income at or below 60% of area median income;
- who may be homeless or unstably housed;
- who have program-specific barriers to housing stability (e.g.; poor credit history/ratings, lack of rental history, criminal history, a history of housing eviction(s) or has been a ward of the state;
- who have completed an OHCS-approved Tenant Readiness Education course prior to entering into an agreement with the landlord; and
- who have not previously received a program payment from the Rent Guarantee Program.

Landlord: means, owners or operators of any rental housing, participating in the program through an agreement with the program provider and who have entered into a rental agreement with a participating tenant.

Program: means Rent Guarantee Program.

Program Payments: means payments to program providers to cover landlord expenses such as unpaid rent, eviction and property damages for which the program provider seeks reimbursement from OHCS on behalf of the landlord.

Program Provider: means an entity that has entered into a contract with OHCS to provide program services.

Tenant Readiness Education: means, the curriculum of personal budgeting, tenant/landlord relationships and other relevant matters taught to eligible tenants of the program and who receive a certification of completion after successfully completing the course.

Ward: means a person within the jurisdiction of the juvenile court as defined by ORS 419A.004 (shown below) within the past 10 years and is at least 16 years of age and less than 27 years of age.

OAR 419A.004: (1) Except as otherwise provided in subsection (5) of this section and ORS 107.726, the juvenile court has exclusive original jurisdiction in any case involving a person who is under 18 years of age and:

(a) Who is beyond the control of the person's parents, guardian or other person having custody of the person;
(b) Whose behavior is such as to endanger the welfare of the person or of others;
(c) Whose condition or circumstances are such as to endanger the welfare of the person or of others;
(d) Who is dependent for care and support on a public or private child-caring agency that needs the services of the court in planning for the best interest of the person;
(e) Whose parents or any other person or persons having custody of the person have:
(A) Abandoned the person;
(B) Failed to provide the person with the care or education required by law;
(C) Subjected the person to cruelty, depravity or unexplained physical injury; or
(D) Failed to provide the person with the care, guidance and protection necessary for the physical, mental or emotional well-being of the person;
(f) Who has run away from the home of the person;
(g) Who has filed a petition for emancipation pursuant to ORS 419B.550 to 419B.558; or
(h) Who is subject to an order entered under ORS 419C.411 (7)(a).

(2) The court shall have jurisdiction under subsection (1) of this section even though the child is receiving adequate care from the person having physical custody of the child.

(3) The provisions of subsection (1) of this section do not prevent a court of competent jurisdiction from entertaining a civil action or suit involving a child.

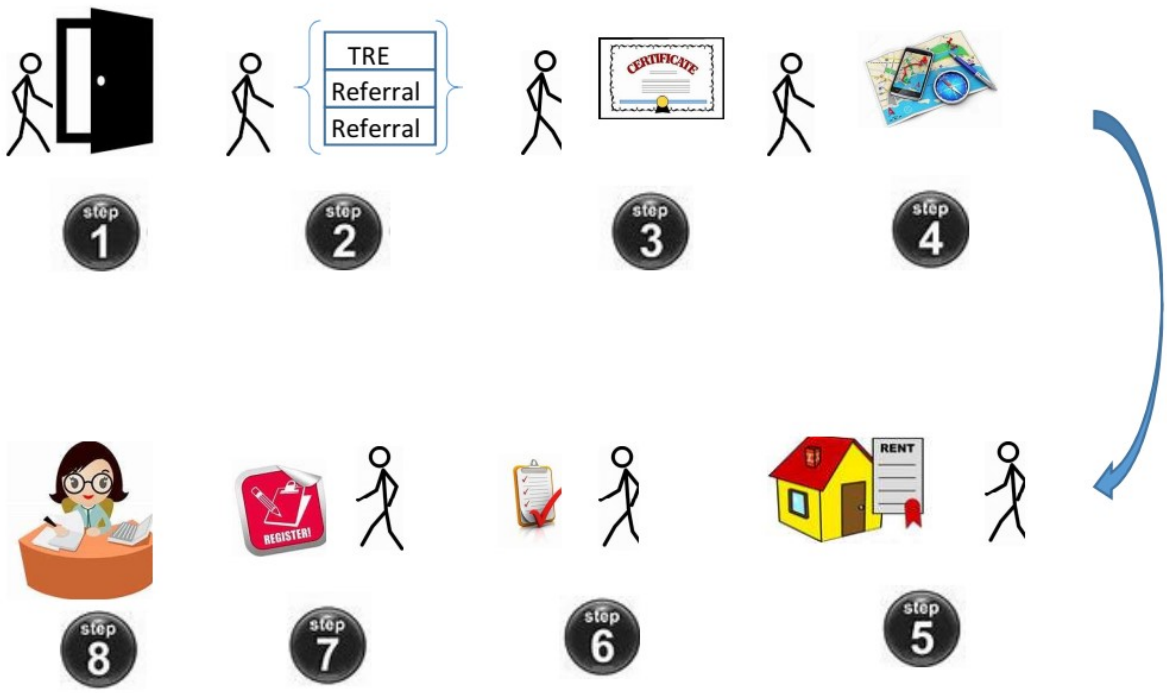
(4) The court does not have further jurisdiction as provided in subsection (1) of this section after a minor has been emancipated pursuant to ORS 419B.550 to 419B.558.

(5)(a) An Indian tribe has exclusive jurisdiction over any child custody proceeding involving an Indian child who resides or is domiciled within the reservation of the tribe, except where the jurisdiction is otherwise vested in the state by existing federal law.

(b) Upon the petition of either parent, the Indian custodian or the Indian child's tribe, the juvenile court, absent good cause to the contrary and absent objection by either parent, shall transfer a proceeding for the foster care placement of, or termination of parental rights to, an Indian child not domiciled or residing within the reservation of the Indian child's tribe, to the jurisdiction of the tribe.

(c) The juvenile court shall give full faith and credit to the public acts, records and judicial proceedings of an Indian tribe applicable to an Indian child custody proceeding to the same extent that the juvenile court gives full faith and credit to the public acts, records and judicial proceedings of any other entity.

3. Sample Process Flow



Step 1: Client connects with Program Provider and receives Intake/Assessment and Eligibility screening.

Step 2: Program Provider begins case management, refers clients to needed activities including Tenant Readiness Education.

Step 3: Client completes Tenant Readiness Education and receives Rent Guarantee Certificate.

Step 4: Program Provider continues case management and assists client with Housing Navigation services or other housing placement activities.

Step 5: Client enters into Lease Agreement with Landlord.

Step 6: Client and Landlord complete Move-In Inspection/Checklist.

Step 7: Landlord Registers Rent Guarantee Certificate with Program Provider. Program Provider completes Provider/Landlord Agreement, obtains copies of Lease/Rental Agreement and Move-In Inspection from Landlord.

Step 8: Program Provider enters Client Level Data into Smartsheet and uploads copy of Provider/Landlord Agreement at: https://app.smartsheet.com/b/form/6fafea8c89d9405091b10ab7bd6514e6.

4. Program Providers

Program providers are responsible for administering the program through a contract with OHCS. Written contracts are for a duration specified by OHCS.

To participate in the program, program providers must respond to OHCS within the specified time through a Request for Application (RFA).

Required duties of the program provider are:

- Determine eligibility of landlord and tenants in the program;
- Assist tenants in obtaining permanent housing through housing placement activities;
- Provide communication and outreach to landlords to increase their willingness to rent to tenants who have rental barriers, but have gone through the program's tenant readiness education course;
- Provide Tenant Readiness Education at a minimum of twice per calendar year;
- Notify OHCS of any substantive changes to the OHCS-approved Tenant Readiness Education;
- Execute program agreements with landlords;
- Process applications for program assistance from landlords, which include verification of damages;
- Provide timely submission of required program reports;
- Comply with monitoring requirements and remedy actions as required by OHCS; and
- Adhere to all program guidelines.

Program providers cannot solicit potential renters for units owned or operated by the program provider. Tenants are free to enter into a rental contract with another landlord within the program provider's jurisdiction or tenants may freely choose to rent a unit owned or operated by the program provider.

Program providers and Landlords may choose to waive certain screening criteria, such as income/rent ratios or review of previous criminal history or eviction history, when a tenant is eligible for the program. Any waiver of criteria will be applied consistently and in accordance with Fair Housing laws, rules and guidelines.

5. Landlords

A landlord is an owner or operator, or represents an owner or operator, of any rental housing unit participating in the program through an agreement with the program provider and who have entered into a rental agreement with a participating tenant. Landlords must completely execute a Program Provider/Landlord Agreement within 30 calendar days of the date a participating tenant takes possession of the rented/leased residence to be eligible for the program.

The Rent Guarantee Program Provider/Landlord Agreement includes, but is not limited to, the following terms and conditions:

- Landlord is an independent contractor and not an agent of Oregon Housing and Community Services.
- Landlord agrees to rent/lease a residence to the tenant in accordance with the Landlord/Tenant Agreement for a period of at least 12 months from the date the agreement begins, providing tenant remains in compliance with the Landlord/Tenant Agreement.
- The guarantee is only valid for damages that occurred within the first 12 months of tenancy. Tenant must have vacated or been evicted from the residence within this 12 month period for the landlord to be able to request program assistance. The guarantee is subject to available funding at the time of the request and is limited to $2,000 for unpaid rent and $5,000 in total for all damages per tenancy. The guarantee covers only those costs allowable by the program and that exceed the security deposit.
- Landlord agrees to notify the program provider if the tenant vacates or is evicted from the residence within the first 12 months of tenancy, **even if no assistance is requested**.
- Landlords agrees to submit a request for guarantee funds, with all required documentation if damages exceed the security deposit, to the program provider within 30 calendar days of the date when the tenant vacates the residence or is evicted for non-compliance of the Landlord/Tenant Agreement.
- Landlord agrees not to recoup any costs paid by the program from the tenant or from the Housing Choice Landlord Guarantee Program, or any other third party, such as insurance. If a judgment has already been filed against the tenant, the landlord will file a satisfaction of judgment with 30 calendar days of receipt of payment and send a copy of such satisfaction to OHCS.
- Landlord agrees to comply with all laws, regulations and guidelines under the program, including, but not limited to program specific requirements, public policy for protecting civil rights, government-wide administrative mandates affecting the landlord's accounting and record keeping systems, and any rules, regulations or guidelines imposed by the program provider.
- Landlord agrees to program provider's and OHCS' monitoring rights and responsibilities and the methods used by program provider and OHCS for monitoring. Landlord agrees

to the non-revocable rights to inspect the residence identified in the agreement by program provider or OHCS upon reasonable notice, for the purposes of monitoring and/or the verification of expenses requested in an application for assistance.

- Termination of the agreement may occur upon such a directive by the program provider or by OHCS through the program provider. OHCS shall not be liable to any of the parties of the agreement or to other persons for directing that such agreement be terminated.

6. Tenant Readiness Education

Tenant-Readiness Education must be approved by OHCS. Curriculum must include:

- A trainer who has either received certification or has sufficient past experience in teaching a Tenant Readiness Education course.
- Course that will extend over multiple weeks. The curriculum schedule will be pre-determined and available to tenants at the beginning of the first class.
- The course must be offered at a minimum of twice per calendar year.
- Each participating student will receive a passing or failing grade. Students who pass will receive a Certificate of Completion. Students may fail for non-compliance with the attendance policy or for non-completion of all assignments identified in the course.
- Attendance policy will include:
  - If a student misses the first class/session, the student will be dropped from the class. The student may attend another series; however, availability is not guaranteed.
  - No absences will be allowed; however, if a student misses a class/session, they may be allowed to make up the class/session by reviewing the materials with an instructor. No more than two classes/sessions may be missed. Providers may impose a stricter policy, if needed.
  - If a student misses more than two classes/sessions, they will be dropped from the course and must take the course again from the beginning; however, availability is not guaranteed.
  - If a student misses more than 15 minutes of class time or is more than 15 minutes late to the beginning of a class, the student will be considered absent.
  - Students will be made aware of the attendance requirement. No student who is in violation of the attendance policy will receive a Certificate of Completion connected to the Rent Guarantee Program. Students who do not meet Rent Guarantee Program eligibility requirements or do not otherwise qualify for the Rent Guarantee Program may still receive a Certificate of Completion for the purposes of proving their tenant readiness education completion.
- Will cover at least the following areas:

a) Landlord/Tenant Law

b) The Application and Screening Process

c) Understanding a Rental or Lease Agreement

d) Personal Finance, Budgeting, How Credit Reports are Used

e) Energy Conservation

f) Fair Housing Rights and Responsibilities

g) What Makes a Good Tenant and Communicating With Your Landlord

h) Barriers to Obtaining Housing

i) Tips for Moving In and Moving Out

j) Care and Maintenance of Your Unit and Maintenance Responsibilities

k) Termination Notices

l) Recovering your Deposit

Program providers may require that the guarantee be applicable only in the county in which the student was provided the Tenant Readiness Education course or in the service area covered by the program provider.

Tenant Readiness Completion Certifications are valid for a period of 18 months following the date of the final Tenant Readiness class to allow students an opportunity to find housing. Certificates must include an expiration date and be identified as non-transferable.

The Rent Guarantee Program's Tenant Readiness Completion Certification is non-transferable and may only be used by the individual completing the class. The guarantee must be used in the first rental/lease agreement immediately following the completion of TRE. The guarantee does not apply to subsequent landlords/rental units. Students may use the certification as a means of proving class attendance with subsequent landlords/rental units, which may assist them in obtaining a unit; however, the guarantee will not apply.

The Rent Guarantee Program's Tenant Readiness Completion Certification applies only to those students who have completed OHCS-approved TRE. If other adult members of the household move in either at the inception of a rental/lease agreement or during tenancy, the guarantee applies only to the tenant with a TRE certification. If a TRE tenant moves out of a guarantee-covered unit before other adult members of the rental/lease agreement move out, the guarantee does not continue with the unit, but leaves with the TRE tenant.

Other adult members of the household may be listed on the rental/lease agreement and the provider/landlord agreement; however, providers are only required to enter tenant data in the reporting system for the tenant who has completed TRE. If the provider submits a provider/landlord agreement that includes additional adult members of the household, the provider must notify OHCS for which specific tenant the guarantee applies,

either as a notation on the agreement or by email. It is the responsibility of the provider to notify the landlord how the guarantee applies to the household with additional adult members who did not complete TRE.

7. Wait List

Providers must maintain a wait list for students who wish to take Tenant Readiness Education classes when all scheduled classes are at maximum capacity. Providers must have a policy that identifies the process for how a wait list is used and maintained. Policies must include the following:

1) How/where wait list is physically maintained.
2) The conditions that must exist for a student to be placed on the wait list.
3) What information is required to be placed on the wait list, which must include at a minimum, the student's name, contact information and the date the student is placed on the waitlist.
4) When and how often the student is contacted for an available class, inclusive of any prioritization policy, especially if the wait list is not based on a first-come, first-served process.
5) The conditions that must exist for a student to be dropped from the wait list.

8. Transfer Process

The Transfer Process allows eligible graduates of Tenant Readiness Education to move freely across the state and remain eligible for their future landlord's access to RGP funds regardless of the landlord and unit proximity to the program provider's service area. To be eligible for the Transfer Process, the eligible graduate must be moving to a service area that is covered by the Rent Guarantee Program.

Providers may use the following process if a tenant moves outside of their service area:

(A) Landlord Request for Assistance

1) At the time of graduation from TRE or after TRE has been completed, the tenant states their intention to move out of the service area of the local program provider.
2) The local program provider (Provider 1) confirms the location/region that the graduate wishes to move into and identifies the program provider (Provider 2) that oversees that service area.
3) Provider 1 obtains two Release of Information (ROI) forms from the TRE graduate. ROI forms for this purpose that shall be valid for 30 months from the date of the TRE graduation date. Provider 1 shall retain ROIs in the tenant file if needed for support from Provider 2.

a. **ROI 1:** Allows Provider 1 to speak to and provide any necessary documentation to Provider 2 for the purpose of inspecting the unit if the unit is vacated by the tenant within the first 12 months of occupancy.

b. **ROI 2:** Allows both Provider 1 and Provider 2 to speak to the landlord in regards to a landlord's request for assistance.

4) Provider 1 completes the registration process, along with the Provider/Landlord Agreement.

5) If a landlord outside of Provider 1's service area requests funds from the program and an inspection of the unit is deemed helpful, then Provider 1 may request support from Provider 2. Inspections are not required to validate a request for assistance if sufficient evidence is provided by the landlord; however, Provider 1 may request support from Provider 2 to inspect the unit, if necessary. Provider 2 may reasonably refuse the request for support.

6) If Provider 2 agrees to assist Provider 1 Provider 2 will make arrangement with the landlord for an inspection of the unit. Once inspection is complete, Provider 2 will share inspection results with Provider 1.

7) If Provider 2 refuses the request for support Provider 1 informs the landlord that an inspection is needed but cannot be performed as the unit is outside the provider's service area. The request for assistance may be granted, denied or reduced based on:

a. Documentation the landlord has submitted or lack thereof;

b. The research and review of the request for assistance by the provider from outside the service area and without benefit of an inspection; and

c. The ability or inability to have another RGP provider from the service area in which the unit is located perform an inspection.

9. Tenant Eligibility

(A) Income

The countable income must be at or below **60%** of the area median income in the month of application, as determined by HUD **HOME** Income Limits. Find Income limits at http://www.oregon.gov/ohcs/pages/research-income-rent-limits.aspx. Count the earned and un-earned income of every adult person in the household to determine financial eligibility for the program. Once income is certified, it does not need to be recertified prior to placement in permanent housing. Tenants have 18 months from tenant readiness education completion and tenant certification to final placement in permanent housing in which to use the guarantee.

(B) Housing Status

Tenants **may** meet one of the following definitions for their housing status.

Literally Homeless—household who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport or camping ground; **OR**
- Living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, or hotels and motels paid for by charitable organizations or by federal, state or local government programs); **OR**
- Exiting an institution where he or she resided for 90 calendar days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

- Lacks the resources or support networks to obtain other permanent housing.

Unstably Housed—household who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed definition, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; **AND**
- Lack the resources or support networks to obtain other permanent housing.

(C) Barriers

Tenants must experience specific barriers to housing stability. Barriers include, but are not limited to, having a poor credit history or ratings, lack of rental history, having a criminal history, been a ward (see definition section) within the past 10 years and is at least 16 years of age and less than 27 years of age, and/or having a history of housing eviction(s). Meeting the homeless/unstably housed status or having a low income are not considered additional barriers for the purpose of the program. A tenant must experience an additional barrier to housing stability as stated in this section.

(D) Tenant Readiness Education

Tenants must have successfully completed an OHCS-approved Tenant Readiness Education course, prior to a landlord signing the Provider/Landlord Agreement or registering the guarantee.

(E) Residence Location

Residences covered by the Rent Guarantee Program must be located in Oregon.

10. Eligibility Documentation

Documentation related to tenant eligibility must be obtained and available in tenant files. Documentation must include barriers to housing stability, income and the successful completion of an OHCS-approved tenant readiness education course. Tenant self-certification may be used for housing status, zero income and housing barriers that

are not easily documented except by self-certification. A self-certification form is available on the Rent Guarantee Program Dashboard. Some barriers may be documented through background/credit screening documentation received through TRE activities (e.g., PacificScreening). In the case where tenant files are collected and maintained electronically, required documentation must be made available to OHCS in paper form when requested.

Documentation may be received via electronic communication, mail, or other method that maintains safety and upholds distancing and health recommendations.

OHCS requires program providers to comply with the following general documentation standards listed in order of preference:

- **Third-Party Documentation**, where it is available, is the preferable form of documentation. Third party documentation includes verification from an employer, landlord, public benefit worker, agency service provider, etc. Written verification sent directly to program staff or via the applicant is preferred.

- **Intake Worker Observation** may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the Intake Worker. When the Intake Worker is unable to obtain a written or oral statement from a shelter, institution or facility staff, the Intake Worker must document their efforts, in writing, to obtain eligibility documentation and place it in the tenant's file.

- **Participant Self-Certification** requires a written and signed document by the individual or head of household seeking assistance attesting to the facts for which they are certifying. A third-party may be designated by a participant to sign documents on their behalf when they are unable to do so. It is the responsibility of the program provider to provide access to language interpretation services and assistive devices necessary for participants to understand the documents they are certifying.

Documentation of all efforts to obtain higher preference of verification (3rd party and Intake Worker Observation) must be in writing and kept in the tenant's file.

By-passing third party documentation may be done if:

(a) Doing so could not be done without violating a public health recommendation or executive order regarding maintaining safe social distance by staff or tenant.

(b) Obtaining documentation to determine eligibility and begin services cannot be done in a timely manner such that:

   1) Waiting to obtain documentation would impede the initiation of services such that the tenant's ability to obtain or maintain housing would be placed in jeopardy; or

2) An emergent housing or health need can be identified for the tenant and obtaining eligibility documentation is a primary factor delaying the initiation of services to address the emergent need.

For tenants who are determined eligible under Intake Worker Observation the requirements identified for Intake Worker Observation must still be followed.

Tenants who are determined eligible under Self-Certification may self-certify via electronic communication, or verbally over the phone. In such situations, the program provider will sign and date the self-certification form noting how and when the tenant provided the self-certification. When it is safe to do so, the tenant must sign the self-certification form.

11. General Program Requirements

(A) Release of Information

Tenant information (including identifying the person as a tenant) must not be released without written authorization from the tenant. Program providers must ensure that a Release of Information (ROI) form authorizing the release of information pertinent to determining program eligibility, providing assistance/service, data collection and reporting, monitoring or other relevant need for sharing information, is signed by all persons participating in the Rent Guarantee Program and is/are kept in the tenant's file. Release forms must be time-limited and specific as to with whom and what information will be shared. OHCS must be listed as an entity with which tenant information will be shared as it pertains to data collection and monitoring (including third-party audits and reviews). Program providers may use the sample form posted on the OHCS website.

Tenant refusal to provide such authorization **cannot** be the basis for denying program services to otherwise eligible tenants.

Tenants may provide consent for ROIs via email, text, or give verbal consent over the phone to maintain safety and uphold distancing and health recommendations. In such circumstances, the program provider is required to sign and date the ROI noting how the tenant provided consent and the date that consent was given. Once it is safe to do so, the program provider needs to obtain a signed ROI for each tenant who provided consent via this alternative method.

(B) Confidentiality

Confidentiality of tenant information is essential and must be assured by the program provider and to protect the confidentiality of all information concerning applicants for and recipients of program services. Program providers must not release or disclose any such information except as necessary for the

administration of the program, as authorized in writing by the applicant or recipient of program services or as required by law.

Program providers must ensure that policies and procedures are in place and ensure all tenant information and records are secure and confidentially maintained. Officers, employees and agents must be aware of and comply with the program provider's confidentiality policies and procedures.

Confidential records are all applications, records, files, and communications relating to applicants for, and recipients of program services.

Electronic collection of tenant information requires procedures for ensuring confidentiality including:

- Computer terminal(s) must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for tenant records;
- Computer monitor must be cleared (or a screen saver activated) immediately after accessing a tenant record;
- Computer terminal must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to tenant data shall be given only to authorized personnel as necessary for performing the work required for the program.

Note to Domestic Violence Providers:
Program providers must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records.

The confidential policy standards maintained by program providers must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and program providers' auditors and/or examiners in the course of their regular audits and monitoring functions of the Rent Guarantee Program.

(C) Nondiscrimination

Program providers and landlords are required to comply with all state and federal statutes relating to nondiscrimination. Program providers may not take any of the following actions based on race, color, national origin, religion, gender or gender identity, sexual orientation, marital or familial status, age, physical or mental disability, victims of domestic violence, harassment, sexual assault or stalking, retaliation, genetic information, or association with protected class:

- Refuse to rent housing or provide services;

- Make housing or services unavailable;
- Deny a dwelling or service;
- Set different terms, conditions or privileges for rental of a dwelling or obtaining services;
- Provide different housing services or facilities or different services;
- Falsely deny that housing is available for inspection or rental or that services are available; or
- Deny anyone access to a facility or service.

(D) Fair Housing

Fair Housing laws protect against illegal housing discrimination based on "protected class status" in any housing transaction. Protected Classes include race, color, national origin, religion, gender or gender identity, sexual orientation, marital or familial status, age, physical or mental disability, victims of domestic violence, harassment, sexual assault or stalking, source of income, honorably discharged veterans/military status, retaliation, genetic information, or association with protected class.

Fair Housing laws apply to individual homes, duplexes, multifamily housing (apartments, condos, townhomes), retirement housing, adult foster homes and long-term care facilities, homeless shelters, and other non-profit housing, sales, rentals, mortgage lending, building and construction, home insurance, appraisals and inspections, as well as neighbor-on-neighbor harassment.

Fair Housing laws do not apply only to U.S. citizens. It is legal to rent to an undocumented individual. Anyone living in the United States has fair housing protection as well as the right to file a fair housing complaint. Suggestions for how to identify an individual identity and history without using a social security number can be found at the Fair Housing Council of Oregon's website: www.fhco.org

Program providers and landlords are encouraged to publicly display a Fair Housing Policy. An example of a Fair Housing Policy is shown below:

> Fair housing for all is the policy of the owner/manager of this community and it is the law. The owner/manager and employees and agents are forbidden from discriminating against any applicant/resident because of race, color, national origin, religion, gender or gender identify, sexual orientation, marital or familial status, age, physical or mental disability, victims of domestic violence, harassment, sexual assault or stalking, source of income, honorably discharged veterans/military status, retaliation, genetic information, or association with protected class. Applicants/Residents may not be denied housing, treated differently than others, harassed, or evicted from housing based on any of these

discriminatory criteria. The owner/manager will consider all applications for rental housing and will provide all services equally. Further, the owner/manager will not make or publish any discriminatory statements or advertisements.

The Fair Housing Equal Opportunity logo must be used on all advertising and program information flyers and documents as well as on all website pages that identify the Rent Guarantee Program. The logo, in many formats, can be found at: https://www.hud.gov/library/bookshelf11/hudgraphics.

Fair housing resources can be found as follows:

- Fair Housing Council of Oregon – www.fhco.org
- The Fair Housing Act – http://www.justice.gov/crt/about/hce/title8.php
- Oregon Fair Housing Laws (ORS Chapter 659A) – https://www.oregonlegislature.gov/bills_laws/ors/ors659A.html
- Oregon's Domestic Violence Victim Protection (ORS 90.449) – https://www.oregonlegislature.gov/bills_laws/ors/ors090.html

(E) Language Access Plan

The Federal government has issued a series of policy documents, guides and regulations describing how program providers and landlords should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Program providers create a written Language Access Plan (LAP) to provide a framework to ensure all program information is available in languages other than English and addresses program accessibility for those who are visually/hearing impaired. Links to more information about Limited English Proficiency requirements are provided in the appendices "Applicable Rules and Regulations".

(F) Conflict of Interest

Program providers are required to have a conflict of interest policy that minimally requires staff and board members to disclose to appropriate board or staff member(s) the conflict or potential conflict; prohibits those with a conflict from voting or making a decision on the matter in which there is a conflict; defines the process for managing and determining conflicts of interest; and documents that staff and board members are aware of and understand the policy.

12. Financial

(A) Allowable Expenses for Reimbursement

The guarantee is subject to available funding at the time of application. Requests for assistance are limited to $2,000 for unpaid rent and $5,000 per tenancy Requests for allowable expenses for reimbursement include:

- Unpaid rent (up to $2,000);
- Damages beyond the normal wear and tear of tenant occupancy cause by tenant;
- Expenses related to removal of excessive debris left by tenant, including disposal fees;
- Eviction costs include court filing fees, attorney fees, and serving of notice;
- Unpaid utilities that were the responsibility of the tenant, inclusive of water, sewer, garbage, gas and electricity;
- Damages by pets or service animals included on the tenant's rental agreement.

(B) Administrative Funds

Administrative funds are available to those program providers that executed their initial grant agreement with OHCS after June 1, 2020. Administrative funds are limited to available funding at the time of invoice. Administrative funds are further limited to $10 per each student receiving Tenant Readiness Education. Program providers must identify those students for which they are requesting administrative funds on the Invoice form. It is not a requirement that the student complete the TRE in order to receive the administrative funds associated with that student.

(C) Unallowable Expenses

Unallowable expenses for reimbursement include costs that do not exceed the security deposit and are not limited to:

- Costs deemed to be due to normal wear and tear of the tenant's occupancy, including, but not limited to, those costs attributable to the depreciation of flooring, paint and appliances;
- Any costs requested by the landlord from the Oregon Housing Choice Landlord Guarantee Program; and
- Costs paid by the tenant or costs paid by a third-party (e.g., insurance).

(D) Requests for Assistance

Program providers must submit a Rent Guarantee Program Provider Application Form and Invoice to OHCS for reimbursement of allowable expenditures using the Application and Invoice Forms in the Rent Guarantee Smartsheet Dashboard located at:

https://app.smartsheet.com/b/publish?EQBCT=a09499a5ca154ef790baee31d36dc34f.

Program providers are responsible for verifying expenses requested for reimbursement, which may include a site-visit to the vacated unit. Copies of the final security deposit accounting, move-in and move-out inspection/checklists, applicable receipt or proof of damages, documentation of non-payment of rent may all assist in the Program Provider's verification of expenses. All documentation used to verify expenses must be kept in the tenant file. There is no requirement by OHCS for landlords to use a specific request form when submitting a request to the program provider; however, sufficient documentation must be kept in the tenant's file that supports such a request.

Landlords are required to request funds from the program provider within 30 calendar days from the date when landlord takes possession of the unit, whether by voluntary tenant move or tenant eviction. Requests must be made for damages that were incurred within the first 12 months of occupancy and only upon tenant's vacancy of program covered unit, either by voluntary move-out or by eviction.

Program providers must submit Rent Guarantee Program Provider Application Forms to OHCS within 10 business days from the date that landlords submit requests to the program provider.

OHCS will review applications on a first-come, first-served basis within 10 days of receipt from the program provider. OHCS may request additional or clarifying information regarding the application. Once approved, OHCS will provide written notice to the program provider of approval and forward the invoice to the OHCS Fiscal Department. Payment of invoices will be made by the OHCS Fiscal Department.

It is the responsibility of the program provider to reimburse the landlord for expenses within 10 business days of the program provider's receipt of funds from OHCS.

13. Reporting

(A) Data Entry

Program providers are responsible for entering requests for assistance, TRE data, tenant data and move-out data into OHCS-approved forms available on the Rent Guarantee Smartsheet Dashboard located at:
https://app.smartsheet.com/b/publish?EQBCT=a09499a5ca154ef790baee31d36dc34f. (see also the Requests for Assistance section of this manual).

(B) Reports

Program providers are required to submit program information within the timeframe requested by OHCS and in accordance with OHCS directives for content and format.

Reports include Tenant data, Provider TRE Input data, Tenant Move-Out Tracking data, along with a copy of each Program Provider/Landlord Agreement.

At the discretion of OHCS other reports/data may be required when deemed necessary to provide adequate program utilization and performance information.

Program providers will need organizations that they contract with (subrecipients) to provide required data to the program provider, so that the program provider is able to submit this datato OHCS within the timeframe required.

(C) Tenant Data

Tenant Data is submitted, within 3 business days from the date of execution of the Provider/Landlord Agreement, electronically through the Rent Guarantee Program Smartsheet Dashboard located at: https://app.smartsheet.com/b/publish?EQBCT=a09499a5ca154ef790baee31d36dc34f. Providers may submit Provider/Landlord Agreements either through the Smartsheet attachment function, or by sending via fax or through the U.S. mail. By submitting the data, the program provider certifies the following for each tenant for which they are reporting:

- All information reported is true and accurate to the best of the program provider's knowledge;
- All tenants meet the eligibility requirements of the program.
- The tenants receiving the guarantee have completed and been certified in the OHCS-approved Tenant Readiness Education course required by the program; and
- The individual records for the tenants are kept on file, including relevant landlord and tenant communication.

(D) Personally Identifiable Information (PII)

Program providers must use a unique identifier when completing the Tenant data form. Program providers must use the same number on the Provider/Landlord Agreement. Such a unique identifier protects personally identifying information; however, OHCS must be able to match up the Provider/Landlord Agreements with the data entered into the Smartsheet in order to ensure no duplication of funds have been used for the tenant.

(E) Tenant Move-Out Tracking Form

If a tenant remains in their unit for 12 months, no further tracking is required. However; if a tenant moves out or is evicted within the first 12 months of tenancy and the landlord **does not** request program assistance, the provider must enter the move-out date in the Tenant Move Out Tracking form in the Rent Guarantee Smartsheet located at: https://app.smartsheet.com/b/publish?EQBCT=a09499a5ca154ef790baee31d36dc34f, within 3 business days from the date in which the provider was notified by

the landlord of the tenant's move out. Some landlords will not notify program providers of a tenant move-out/eviction even though it is required; however, no follow-up is required by program providers to determine a move-out/eviction date. OHCS will conclude that if no notification is received regarding the length of a tenant's occupancy, then the tenant successfully remained stably housed for the first 12 months.

(F) Provider Tenant Readiness Education Input Form

Program providers enter general information about TRE in the Provider TRE Input form in the Rent Guarantee Smartsheet Dashboard located at: https://app.smartsheet.com/b/publish?EQBCT=a09499a5ca154ef790baee31d36dc34f. TRE data must be entered within 20 calendar days from the end of each fiscal quarter (October 20, January 20, April 20, July 20). TRE data includes the number of persons referred to TRE, the number of persons that did not show up for their first class of TRE (no-show), the number of persons who completed TRE and the number of persons who were given a Rent Guarantee Certificate, which may or may not be the same number as the number of persons completing TRE.

14. Records

(A) Tenant File Documentation

Sufficient records must be established and maintained to enable OHCS to determine whether program requirements are being met. Program providers must make sure that any organization that they contract with also maintains appropriate and complete records.

Documentation of tenant eligibility and services received must be maintained in printed or electronically-saved tenant case files, including files for applicants found to be ineligible. File documentation will be the basis of OHCS monitoring to ensure program provider is in compliance with program requirements and regulations.

At the minimum, tenant files must contain the following:

- signed Release of Information (or documentation of refusal to sign ROI);
- tenant intake form;
- verification of tenant income;
- verification of tenant housing barriers;
- certification of successful completion of OHCS-approved Tenant Readiness Education;
- Rent Guarantee Program Provider/Landlord Agreement;
- Landlord/Tenant Agreement;

- move-in condition report;
- verification of housing status, if tenant is homeless or unstably housed;
- landlord request for funds, if such request was made;
- final security accounting containing an itemization of expenses charged, if a request for program assistance was made;
- move-out condition report, if a request for program assistance was made;
- receipts for any repairs, if a request for program assistance was made;
- receipts for any eviction related court costs, if tenant was evicted and a request for program assistance was made;
- documentation of non-payment of rent, if a request for program assistance was made; and
- case notes (from tenant, landlord, program provider or OHCS).

(B) Electronic Files

If tenant file documents and signatures are collected and maintained electronically, required documentation must be made available to OHCS in paper form when requested.

(C) Records Access

Program providers must permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program books, accounts, documents, records and electronic records at any such representative's request. At the sole discretion of OHCS, access to records shall include the removing of records from the program provider's office.

(D) Records Retention

Program providers shall retain all program records in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, this Operations Manual and OHCS Special Schedule. Find the OHCS Special Schedule at the Oregon State Archives:

(https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx);

Find the State Agency General Records Retention Schedule at the Oregon State Archives:

(https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=591).

Program providers shall retain and keep accessible all such program and fiscal records, books, documents, papers, plans, and writings for a minimum of six

years, following final payment or termination of agreement, or until the conclusion of any audit, public records request, controversy or litigation arising out of, or relating to, the program or such longer period as may be required by applicable law, whichever date is later.

15. Monitoring / Remedies

Program providers shall cooperate fully in any inspections or other monitoring actions taken by the department, the Oregon Secretary of State's Office, and their duly authorized representatives.

OHCS may conduct a program/fiscal monitoring of program providers once every three years or sooner if warranted. Program providers are customarily notified 30 calendar days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff interviews. Monitoring may include attendance at a class(es) of the Tenant Readiness Education course. OHCS will provide program providers with a written Management Evaluation Report inclusive of any findings, concerns or comments.

The department may take such remedial action as it deems appropriate including, but not limited to terminating its funding agreement with a program provider and requiring repayment of partial or all program funding, if it determines (in its sole discretion) that the performance of the program provider is deficient in any manner, including with respect to program requirements.

The department will notify a program provider of deficiencies identified through the monitoring process within 30 calendar days from the date the monitoring took place and provide documentation for the basis of such determination and the specific deficiency or deficiencies that must be corrected.

The department will require the program provider to make timely, within 30 calendar days correction of any deficiencies in a manner satisfactory to the department.

The department, at its discretion, may offer the program provider training and technical assistance in the development of a corrective action plan. The department will review and issue a decision on whether to approve or disapprove the corrective action plan.

The department will provide adequate notice and opportunity for an appeal prior to a remedial action that terminates organizational eligibility for program funding for cause.

Appeals will be addressed to the assistant director or their designee whose decision may be further appealed to the department director.

Issuance of a deficiency notice shall not constitute a waiver of other remedies available to the department or preclude the department from exercising such other remedies

available to it under the funding agreement or other program requirements, at law or otherwise.

It is customary to notify the program provider 30 calendar days in advance of such a review; however, this is not a requirement and, when appropriate, spot reviews may occur. Such reviews will include an entrance and exit interview with the program provider's representative; however, they do not need to be present during the review. Whether there are findings or not, OHCS will create a Management Evaluation Report in response to the review.

Program Providers are required to monitor their subrecipients at least once during a biennium. Subrecipient monitoring procedures must be in place and adequately ensure compliance with program requirements. Monitoring reports are retained by the program provider and made available for review by OHCS or other authorized entity.

All subrecipients of the program provider must comply with all program rules and regulations.

16. Applicable Rules and Regulations

All the following as may be amended from time to time:

1. **ORS** cited are amended from time to time and can be found at: https://www.oregonlegislature.gov/bills_laws/Pages/ORS.aspx
2. **OARs** cited are amended from time to time and can be found at: https://secure.sos.state.or.us/oard/ruleSearch.action
3. ORS 456.515 through 456.725: Housing and Community Services Department
4. ORS456.607 through 456.609: Rent Guarantee Program
5. ORS 458.505 through 458.545: Community Services Program
6. ORS 458.600 through 458.650: Oregon Housing Fund
7. OAR 166-300: State Agency Record Retention Schedule
8. OAR 813-365: Rent Guarantee Program
9. OHCS Special Retention Schedule: Special Schedule
10. Limited English Proficiency federal interagency website can be found at: http://www.lep.gov/ and guidance and FAQ can be found at: https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq (for guidance click link for Federal Register)
11. **This manual,** as guidelines for the Rent Guarantee Program are amended from time to time along with all other references made within this manual. All references made in this manual are understood to be as written, and as amended from time to time.