

# Rent Guarantee Program (RGP)

May 24, 2023



## Rent Guarantee Program Operations Manual

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# Table of Contents

## Contents

1. Rent Guarantee Program Overview.....	4
2. Definitions.....	4
3. Sample Process Flow.....	6
4. Program Providers.....	7
5. Landlords.....	7
6. Rental/Lease Agreement.....	9
7. Guarantee Certification Extension .....	9
8. Tenant Readiness Education (TRE).....	9
9. Wait List.....	11
10. Transfer Process.....	12
(A) Landlord Request for Assistance.....	12
11. Tenant Eligibility .....	13
(A) Income.....	13
(B) Housing Status.....	13
(C) Barriers .....	14
(D) Tenant Readiness Education .....	14
(E) Residence Location.....	14
12. Eligibility Documentation .....	14
13. General Program Requirements.....	16
(A) Release of Information.....	16
(B) Confidentiality .....	16

- (C) Nondiscrimination ..... 17
  - (D) Grievance and Appeals..... 17
- 14. Financial..... 18
  - (A) Allowable Expenses for Reimbursement ..... 18
  - (B) Unallowable Expenses..... 18
  - (C) Requests for Assistance..... 19
- 15. Reporting ..... 20
  - (A) Data Entry..... 20
  - (B) Reports ..... 20
  - (C) Tenant Data..... 20
  - (D) Personally Identifiable Information (PII)..... 21
  - (E) Tenant Move-Out Tracking Form..... 21
  - (F) Provider Tenant Readiness Education Input Form ..... 21
- 16. Records..... 21
  - (A) Tenant File Documentation..... 21
  - (B) Electronic Files..... 22
  - (C) Records Access ..... 22
  - (D) Records Retention..... 23
- 17. Monitoring / Remedies ..... 23
- 18. Applicable Rules and Regulations..... 24

## 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 Rent Well© Tenant-Readiness Course offered by the Provider. Financial assistance is limited to a maximum of \$5,000 per tenancy.

Providers accessing the Rent Guarantee Program must determine which Tenants meet program eligibility and are selected to participate in the program. Once Tenants successfully complete a Rent Well© Tenant Readiness Education course, 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 Provider within 30 calendar days of Tenant's move-in, as well as a Landlord/Tenant Agreement with the tenant.

## 2. Definitions

**Contract:** means, for the purposes of this manual, any contract, grant agreement or other legally binding, written and executed document between an organization and Oregon Housing and Community Services for Rent Guarantee Program services.

**Eligible Tenant(s):** 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 a Rent Well© 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 participating Provider and who have entered into a rental agreement with a participating Tenant.

**Program:** means Rent Guarantee Program.

**Program Payments:** means payments to Providers to cover Landlord expenses such as unpaid rent, eviction, and property damages for which the Provider seeks reimbursement from OHCS on behalf of the Landlord.

**Program Provider or Provider:** means an entity that is accessing the Rent Guarantee Program for the purposes of registering a tenancy as eligible for the guarantee.

**Rent Well©:** means the copyrighted tenant readiness education course developed by Transition Project, LLC, approved by OHCS to be the single curriculum provided under the program either in-person or electronically.

**Rent Well© eCourse:** means a fully electronic, self-paced course of education delivered over an internet-connected device, such as a computer, tablet or phone.

**Tenant Readiness Education:** means, the Rent Well© 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.

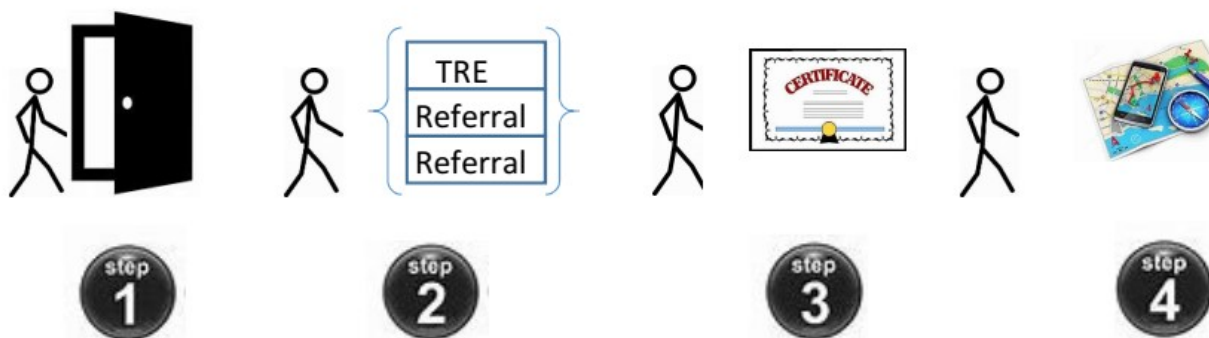
(4) The court does not have further jurisdiction as provided in subsection (1) of this section after a minor has been emancipated pursuant to ORS 419B.550 to 419B.558.

(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 Provider and receives Intake/Assessment and Eligibility screening.

**Step 2:** Provider begins case management (as applicable), refers clients to Tenant Readiness Education.

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

**Step 4:** May provide continued case management and assist 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 Provider. Provider completes Provider/Landlord Agreement, obtains copies of Lease/Rental Agreement and Move-In Inspection from Landlord.

**Step 8:** 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

Providers are responsible for accessing the Rent Guarantee Program through the registration of eligible tenancies.

Required duties of the Provider are:

- Determine eligibility of Landlord and Tenants in the program and timely register such tenancies;
- May 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 RentWell© Tenant Readiness Education at a minimum of twice per calendar year (not applicable for clients using the eCourse platform);
- Rent Well© will notify OHCS of any substantive changes to the Rent Well© Tenant Readiness Education. If other Providers wish to make any changes to the Rent Well© curriculum, they must first receive approval from Rent Well©;
- Execute program agreements with Landlords;
- Process applications for program assistance from Landlords, which include verification and approval of damages and expenses claimed by the Landlord;
- Provide timely submission of required program reports;
- Adhere to all program 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 a participating 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; however, a month-to-month rental agreement is acceptable.
- 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 \$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 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 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 Provider.
- Landlord agrees to Provider's and OHCS' monitoring rights and responsibilities, and the methods used by Provider and OHCS for monitoring. Landlord agrees to the non-revocable rights to inspect the residence identified in the agreement by 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 Provider or by OHCS through the 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. Rental/Lease Agreement

Landlords may execute any type of rental or lease agreement with the tenant, including a 12-month lease or a month-to-month agreement; however, there is an expectation that the landlord intends to provide a 12-month period of stability to the Tenant, under the condition that the Tenant remains in compliance with the terms of said lease/agreement.

## 7. Guarantee Certification Extension

Statute requires that financial assistance be limited to costs incurred during the first 12 months of any single rental or lease agreement; however, the intent of the program is to provide 12 months of housing stability if the Tenant is compliant with all terms and conditions of their lease/rental agreement.

If a Landlord needs to evict a Tenant within the first 12 months of the tenancy for **no cause**, a Tenant may extend their guarantee certificate to use with a subsequent Landlord for an additional 12 months, providing that no request for program funds is received by the initial Landlord, which must be in writing.

Such an extension must occur within the first 18 months after a Rent Guarantee Certificate is issued. Allowing for this extension, a Tenant could rent for 11 months on the first unit, be evicted for no-cause (with no request for program funds), at which point the Tenant reuses the guarantee on a second place (within 18 months of getting the certificate) and receives another 12 months of guarantee – which technically would keep the guarantee active for 30 months.

To use this extension the following conditions **must** apply:

- a) The second tenancy is secured within 18 months of the date the Rent Guarantee Certificate was issued; **and**
- b) The eviction from the Landlord is for **no cause**; **and**
- c) The eviction from the Landlord occurred within the first 12 months of tenancy; **and**
- d) There is a written confirmation from the initial Landlord that no funds will be requested from this program.

No further extensions will be allowed.

## 8. Tenant Readiness Education (TRE)

Providers must use Rent Well© as the Tenant-Readiness Education approved by OHCS. Delivery of the Rent Well© curriculum must include:

- A trainer who has received a Rent Well© Instructor certification.

- A course that extends over multiple weeks. The curriculum schedule will be pre-determined and available to students at the beginning of the first class (unless clients use eCourse option).
- A course that is offered at a minimum of twice per calendar year (unless clients use eCourse option).
- A passing or failing grade for each student. 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.
- An Attendance policy in alignment with Rent Well© requirements, which may 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.
- The following areas of education:
  - 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

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 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 Well© 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, with the exception noted in the Guarantee Certification Extension section of this manual. 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 Well© Completion Certification applies only to those Tenants who have completed Rent Well© 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.

## 9. Wait List

Providers must maintain a wait list for students who wish to take Tenant Readiness Education classes when all scheduled in-person classes are at maximum capacity. Providers must have a policy that identifies the process for how a wait list is used and maintained. Wait list policy must be provided to tenants to students who are placed on the wait list or must be posted in a location that is visible for in-person students to access. Alternative option to a wait list would be referral to the on-line eCourse of Rent Well©. 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.

## 10. Transfer Process

The Transfer Process allows eligible graduates of in-person 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. This does not apply to students who graduated from the online eCourse option through Rent Well© and are not receiving case management or other services from a program Provider.

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 regard 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.

## 11. 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 <https://www.oregon.gov/ohcs/compliance-monitoring/Pages/rent-income-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.

**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 a Rent Well© 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 in Oregon.

## 12. 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 a Rent Well© tenant readiness education course. Tenant self-certification may be used for eligibility. A self-certification form is available on the Rent Guarantee Program Dashboard or Providers may use the Rent Well© Student Information/Release of Information Form (SIF) for self-certification. Some barriers may be documented through background/credit screening documentation received through TRE activities (i.e., 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, when not using the SIF noted above:

- **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 (3<sup>rd</sup> party and Intake Worker Observation) must be in writing and kept in the tenant's file.

Bypassing 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) Doing so could not be done without violating a safety concern in clients fleeing domestic violence.
- (c) 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.

If Provider is bypassing third party documentation for reasons identified above, such reason should be noted, in writing, in the client file by the Provider.

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.

## 13. 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 (the SIF is used for this purpose). 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.

### (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 during 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 provide services;
- Make services unavailable;
- Deny a service;
- Set different terms, conditions or privileges for obtaining services;
- Provide different services;
- Falsely deny that services are available; or
- Deny anyone access to a facility or service.

**(D) Grievance and Appeals**

Applicants/Participants must have the right and opportunity to grieve/appeal any decision that terminates, denies, limits, reduces or modifies benefits for any reason. Applicants/Participants must be notified of their right for a grievance or appeal of such decision and Rent Guarantee Program Providers' policy must clarify how and when applicants/participants are notified of their right to grieve/appeal decisions. Such grievance/appeal policy can be posted in a public place; however, applicants/participants **must** receive a written notification for any decision that terminates, denies, limits, reduces or modifies any benefit. At a minimum, subgrantees must:

- (1) Inform the participant/applicant that they can contest any decision that terminates, denies, limits reduces or modifies any benefits and identifies the steps to follow to contest the decision;

- (2) Inform the participant/applicant of the reason for termination, denial, limitation, reduction or modification of benefit;
- (3) Allow any aggrieved person a minimum of thirty (30) days to request an administrative review/appeal of such decision;
- (4) Inform the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
- (5) Identify what reasonable accommodations are available for applicant/participants who have language, mobility or disability barriers that would prevent them from participating in the review/appeal process and how to request such accommodations; and
- (6) Inform the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten (10) days of the final determination.

Any person or persons designated by Provider can complete the administrative review/appeal, other than the person who made or approved the decision under review/appeal or a subordinate of this person.

## 14. Financial

### **(A) Allowable Expenses for Reimbursement**

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

- Unpaid rent;
- 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) 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).

**(C) Requests for Assistance**

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

<https://app.smartsheet.com/b/form/984b882de9b14540bee2d25b7f4e9f85>.

Providers are responsible for verifying expenses requested for reimbursement by the Landlord, which may include a site-visit to the vacated unit to verify condition and repairs. 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 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 Provider; however, sufficient documentation must be kept in the tenant's file that supports such a request and may be reviewed during monitoring.

Landlords are required to request funds from the 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.

Providers must submit Rent Guarantee Program Provider Application Forms to OHCS within 30 calendar days from the date that Landlords submit requests to the Provider.

OHCS will review applications on a first-come, first-served basis within 10 calendar days of receipt from the Provider. OHCS may request additional or clarifying information regarding the application. Once approved, OHCS will provide written notice to the Provider of approval and submit a Notice of Allocation for the approved landlord payment to the OHCS Fiscal Department. Provider must submit an Agency Grant Request/Request for Funds in OPUS (OHCS' financial system) to draw the funds.

It is the responsibility of the Provider to reimburse the Landlord for expenses within 30 calendar days of the Provider's receipt of funds from OHCS.

## 15. Reporting

### (A) Data Entry

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

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 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.

Providers will need organizations that they contract with (subrecipients) to provide required data to the Provider, so that the Provider is able to submit this data to OHCS within the timeframe required.

### (C) Tenant Data

Tenant Data is submitted, within 30 calendar days from the date of execution of the Provider/Landlord Agreement and receipt from the landlord of the lease/rental agreement and move-in condition report. Tenant data must be submitted electronically through the Rent Guarantee Program Smartsheet Dashboard located at:

<https://app.smartsheet.com/b/form/6fafea8c89d9405091b10ab7bd6514e6>.

Providers may submit Provider/Landlord Agreements either through the Smartsheet attachment function, or by sending via email to [rent.guarantee@oregon.gov](mailto:rent.guarantee@oregon.gov), through the U.S. mail or through Procorem. If access to Procorem is needed, please contact the OHCS Program Analyst. By submitting the data, the Provider certifies the following for each Tenant for which they are reporting:

- All information reported is true and accurate to the best of the Provider's knowledge;
- All Tenants meet the eligibility requirements of the program;
- The Tenants receiving the guarantee have completed and been certified in the Rent Well© 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)**

Providers must use a unique identifier when completing the Tenant data form. 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 may enter the move-out date in the Tenant Move Out Tracking form in the Rent Guarantee Smartsheet located at:

<https://app.smartsheet.com/b/form/1e39c7b148b24d6e8a611ce4ce5effe1>,

within 10 calendar days from the date in which the Provider was notified by the Landlord of the Tenant's move out. Some Landlords will not notify Providers of a Tenant move-out/eviction even though it is required; however, no follow-up is required by 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**

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/form/37012ac44bb34b25a997ad8e502658c5>. 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:

- 1) the number of persons referred to TRE;
- 2) the number of persons that did not show up for their first class of TRE (no-show);
- 3) the number of persons who completed TRE; **AND**
- 4) 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.

## 16. Records

**(A) Tenant File Documentation**

Sufficient records must be established and maintained to enable OHCS to determine whether program requirements are being met. Providers must make sure that any organization accessing the Rent Guarantee Program 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 Provider is following 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 (and/or Student Information Form);
- verification of Tenant income (and/or Student Information Form);
- verification of Tenant housing barriers (and/or Student Information Form);
- certification of successful completion of Rent Well© 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 (and/or Student Information Form);
- 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

**(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**

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 Provider's office.

### **(D) Records Retention**

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](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>).

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.

## **17. Monitoring / Remedies**

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

OHCS may conduct a program/fiscal monitoring of Providers as needed. 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 Providers with a written draft Management Evaluation Report inclusive of any findings, concerns or comments within 30 calendar days of monitoring.

OHCS may take such remedial action as it deems appropriate including, but not limited to requiring repayment of partial or all program funding, if it determines (in its sole discretion) that the performance of the Provider is deficient in any manner.

OHCS will notify Provider of deficiencies identified through the monitoring process within 30 calendar days from the date the monitoring took place (draft Management Evaluation Report) and provide documentation for the basis of such determination and the specific deficiency or deficiencies that must be corrected.

OHCS will require the Provider to make timely, within 30 calendar days correction of any deficiencies in a manner satisfactory to OHCS.

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

OHCS will notify Provider of resolution, acceptance or denial of any deficiency corrections identified through the draft Management Evaluation Report and complete a final Management Evaluation Report within 30 calendar days of Provider's response/resolution of any deficiencies.

OHCS 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 Housing Stabilization Services Assistant Director or their designee, whose decision may be further appealed to the OHCS Director of Housing Stabilization.

Issuance of a deficiency notice shall not constitute a waiver of other remedies available to OHCS or preclude OHCS from exercising such other remedies available to it under the program requirements, at law or otherwise.

It is customary to notify the 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 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.

## 18. 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](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. ORS 456.607 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](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.
12. **Rent Well**© information can be found at: <https://rentwell.org/>