

City of Monterey Park
HOME Investment Partnerships Program

COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM
("ERAP") PROGRAM GUIDELINES



Note: These Program Guidelines may be modified in accordance with HUD regulations.

June 10, 2020



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CITY OF MONTEREY PARK

COVID-19 - EMERGENCY RENTAL ASSISTANCE PROGRAM (“ERAP”) PROGRAM GUIDELINES

I. INTRODUCTION

These Program Guidelines have been developed by the City of Monterey Park to assist renter households whose income has been drastically reduced due to COVID- 19 and they are unable to pay their monthly rent. The amount of rental assistance will depend of the household’s financial need and the willingness of the landlord to reduce the household’s rent during the period of City assistance.

Conflict of Interest Requirements

In accordance with 24 CFR Section 92.356 of the HOME Final Rule, the following will apply:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, CalHFA, or sub-recipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

Participating Agencies

The City of Monterey Park **COVID-19 Emergency Rental Assistance Program** (hereinafter referred to as “Program”) will be administered by City of Monterey Park.

Note: The term “City” used throughout this document refers to the City of Monterey Park and/or the Program Administrator named above.

Fair Housing

The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies.

II. ELIGIBILITY

INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HUD income limits. Income qualification criteria, as shown in the most recent HUD’s Technical Guide to Determining income and any HOME Program waivers provided by HUD in the implementation of COVID-19 related rental assistance programs will be followed to independently determine and certify the household’s annual gross income. Income will be documented using a self-certification form completed by the applicant and will include support documentation as determined by the City.

Household Income Definition:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine Program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household’s projected ability to pay must be used, rather than past earnings, when calculating income.

See Annual Income Inclusions and Exclusions in Attachments B and C.

Assets:

Assets are limited to \$20,000 for participation in the Program. Income from assets is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment D for Asset Inclusions and Exclusions.

Eligible Families – Income and Assets

Applicants must have household incomes at or below 60% of the applicable County's area median income (AMI), adjusted by household size, as published by HUD each year and attached hereto as **Attachment A**.

“Household” will mean one or more persons who will occupy a housing unit. Subject to the exemptions allowed in the “Income Determination Book”, all persons, not including unborn children, and including non-related individuals, will be considered household member for purposes of determining income eligibility.

To qualify the household must have experienced a loss of income due to COVID-19. A household that meets the income criteria, but their household income has not been reduced as a result of COVID-19 will not qualify. All adult applicants must self-certify that they meet the household income eligibility requirements for the Program, provide information related to their pre-COVID-19 income and current reduced household income. The City will require support documentation to determine validity of reported past and current income. The City, at its discretion, will give priority to those qualified household that have the greatest financial need (refer to page 6 “Rental Assistance Subsidy Amounts).

III. AMOUNT AND TERMS OF ASSISTANCE

The ERAP Program is a rental subsidy program that is designed to assist eligible tenants with the payment of monthly rent and utility costs. ERAP Program assistance will assist with making up a portion of or all of the difference between the amount the household can afford to pay for monthly rent and utilities and the actual cost of the housing occupied by the household. All ERAP Program assistance will be made in the form of a grant and will not have to be repaid.

NOTE: Assistance under the ERAP Program will consist of either one 3-month term or one 6-month term but in no case will the term extend past December 31, 2020 and is not subject to renewal if funding is available. The minimum term of assistance will be 3 months unless a shorter term of as few as 1 month is determined by the City.

The ERAP Program may be used only within the City of Monterey Park.

Rent and/or utility assistance is made directly to the landlord and/or utility provider. The City reserves the option to make rental assistance payments and/or any utility payments directly to the tenant.

Rent (Payment) Standard

As permitted by the COVID-19 HOME Program waiver, the Rent Standard (maximum gross rent that can be approved) based upon HUD’s current Fair Market Rents, updated annually is not applicable to this ERAP Program. However, in the calculation of subsidy amount HUD’s Fair Market Rents below or other City-determined Rent Standard will be used to determine the amount of rental assistance.

FY 2020 FMRs By Unit Bedrooms					
	Efficiency	1 - Bedroom	2 - Bedroom	3 - Bedroom	4 - Bedroom
	\$1,279	\$1,517	\$1,956	\$2,614	\$2,857

Landlord and Tenant Agreement to Amend Existing Lease

In order to qualify, the existing lease between the tenant and landlord must be for a minimum 1-year period. If the lease is set to expire during the period of City rental assistance, the lease term will be required to be amended to cover the City period of assistance. In addition, the landlord and tenant must agree to accept a period of City assistance that is less than 12 months.

Utility Allowances

As permitted by the COVID-19 HOME Program waiver, the City is not required to use a Schedule of Utility Allowances. Any utilities that are not included in the rent will be factored into the calculation of ERAP Program assistance.

Unemployment Status

At its discretion, the City will verify the employment status of any unemployed person at the time the application is submitted. Unemployed household members who have declined an offer of re-employment from their former employer may not qualify for assistance.

Rental Assistance Subsidy Amounts

Monthly rental assistance may be provided to eligible household as follows:

1. Monthly rental assistance is equal to up to 50% of the household's monthly rent not-to-exceed three (3) months; **or**
2. In the case where a landlord agrees to reduce rent by up to 25% each month of City assistance, monthly rental assistance is equal to up to 75% of the household's monthly rent not-to-exceed six (6) months.

Calculation of Rental Assistance Amounts

1. **Payment of Rental Arrears** – The City may pay for rent that is arrears on or after March 13, 2020 where the household did not have the financial ability to pay rent in whole or part. The amount of rental arrears that is paid will be based on the household financial need which is defined as the household's available financial monthly resources *minus* the household's rent and documented monthly expenses that were current as of March 1, 2020. Household available financial monthly resources is defined as total household gross income plus \$600 of federal pandemic unemployment insurance.
2. **Payment of Current Rent** – The City may pay for the household's current rent where the household did not have the financial ability to pay rent in whole or part. Household financial need will be used in determining the amount of City subsidy. Household financial need is defined as the households' gross monthly income *minus* the household's rent and documented monthly expenses that were current as of March 1, 2020.

Households that have a financial need and whose rent amount is below the City's Rent (Payment) Standard (refer to page 5), the City rent subsidy level will be calculated by subtracting 30% of the household adjusted gross income (maximum household contribution) from the household rent to arrive at a subsidy level.

Households that have a financial need and whose rent amount is above the City's Rent (Payment) Standard (refer to page 5), the household may be required to pay the difference between rent the maximum City subsidy. This may result in the household paying more than 30% of adjusted gross income.

City-qualified household expenses that will be used to calculate household financial need must be paid current as of March 1, 2020, documented and will be equal to the actual bill amount or required minimum payment amount, whichever is less, and may include but are not limited to, costs associated with the following:

1. Food allowance based on the federal SNAP Program, adjusted by household size
2. Utilities
3. Automobile loans
4. Automobile insurance
5. Renter's insurance
6. Cell phone/telephone
7. Internet
8. Revolving debt such as credit cards
9. Federal or state tax liens
10. Court ordered payments unless deferred
11. Child support obligation
- 12.

Subleases

Household's subleasing units will not be qualified. Only households with direct leases with the property owner will be qualified.

IV. APPLYING FOR ADMISSION

How to Apply

Residents may apply online or download an application from the City of Monterey Park website at (<https://www.montereypark.ca.gov/1314/COVID-19-Programs>). Applicants may call the City of Monterey Park at (626) 307-1398 during regular business hours to request an application by regular mail. The City cannot be responsible for any delays in the mail delivery of applications that results in not meeting the application submittal deadline. The City will receive applications beginning **June 8, 2020 to June 26, 2020 at 5:00 p.m.** Applications received after 5:00 p.m. on June 26, 2020 or postmarked on or after June 22, 2020 will not be processed.

Lottery and Selection Process

All applications submitted by the due date that include all required support documentation will be reviewed for income qualification and household financial need in order to be included in the lottery. Incomplete applications (including applications without all necessary support documentation to document income or expenses) will not be assigned a random number and will not be included in the lottery. Only applicants that meet the income requirements and show a need for financial assistance will be assigned a random number and included in the lottery. All households entered the lottery will be placed a list in the order their name is selected in the lottery. The City will review households beginning with the first selected household selected in the lottery to confirm eligibility and determine the amount of rental assistance. The number of persons assisted will depend on the household financial need (refer to page 6). Not all households included in the lottery may be assisted.

Application Submittal - Submit the application and copy of all required supporting documentation:

- On-line at <https://www.montereypark.ca.gov/1314/COVID-19-Programs>
- By mail. Applications must be postmarked on or prior to June 24, 2020, 5:00 p.m.

Mail to:

City of Monterey Park
Attn: Deborah Niblick, Management Services Department
320 W. Newmark Avenue
Monterey Park, CA 91754

TIMELINE

Application Available June 8, 2020 – June 26, 2020
Eligibility Processing June 29 – July 10, 2020
Lottery July 13, 2020

Completion of Application and Review of Applications

Upon closure of the application submittal period, the City will perform the following:

- Applications submitted online will be provided with an email confirmation of the receipt of the application. Applications submitted in-person or by mail will be mailed a letter confirming the receipt of their application.
- City will sort all submitted applications based on applicant reported income and expenses. Sorting will occur based on information reported by the application and not source documentation. Errors made by the applicant in the entry of income or expenses which results in their position on the list to become lower than if they had entered the correct information, will not be the responsibility of the City to make any corrections, change the position of the application on the list, nor will changes be allowed by the applicant once an application has been submitted.
- Applications will be screened to determine if the household meets the income qualifications. Over Income applications will be removed from the sort list and sent a denial letter.
- City will screen income-qualified applications beginning in order of most need as defined in under "*Rental Subsidy Assistance Amounts*" (refer to page 6).
- A more in-depth review of applications that appear to be income qualified will be performed in order of their sort position including review of household composition, income, assets, expenses, debts, other factors relating to eligibility before being issued a ERAP Program Housing Authorization. The number of in-depth application reviews will be limited to availability of rental assistance funds. Applications for which an in-depth review cannot be performed due to limited funds will remain on the sort list in their same position. If additional funds become available, the same sort list will be used to continue processing applications.
- Applications that omit household information that is critical to determining their qualification will be automatically denied. An example would be the omission of person(s) who are household members who have reportable income or the omission of available assets.
- Based on the initial screening, applicants who do not meet the income qualifications and/or need qualifications will be notified in writing within 10 working days by email or US postal service.
- Third-party verifications (sent by mail or fax) are not required for initial approval. However, the City has the option to obtain third-party verifications oral or written determined as necessary to ensure the applicant meets or continues to meet the COVID-19 Program eligibility requirements.

If additional information is needed to determine eligibility, a letter will be emailed or mailed to the Applicant, detailing the necessary additional information, which must be submitted within 10 working days. If no response is received within 10 days, a second request will be mailed,

allowing an additional 10 days to respond. If no response is received to the second request for additional information, an ineligibility letter will be sent. After the verification process is completed, the City will make a final determination of eligibility based on verified data.

V. OCCUPANCY STANDARDS

Permanently Absent

If any adult member of a family leaves the household for more than 90 days, that adult member will be considered permanently absent from the unit. The remaining adult member of the family must report, in writing, the change in family composition to the City who will then remove the absent adult as a family member.

Visitors

Any adult not included on the application that is in the unit for 12 consecutive days or more without the landlord's written approval and City approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of a verifiable address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making a determination.

The burden of proof that an individual is a visitor rests on the family. In the absence of such proof, an individual will be considered an unauthorized member of the household and the City will terminate assistance because prior approval was not requested for the addition.

In a joint custody arrangement, if a minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

Change in Family Composition

The City, as deemed necessary, will verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources. However, the burden of proof that an individual has moved ultimately rests on the family.

Change in Ownership

A change of ownership of rental property will be processed upon receipt of evidence of ownership, and a Letter of Authority Transfer, if applicable. Prior to the change of ownership taking effect, any payments made to the previous owner will be the responsibility of the new owner to recover.

Participant Relocation

Household relocation to a new unit will not be permitted during the 6-month period unless for good cause (the tenant must provide documentation such as police reports, court order, etc.) The tenant must provide proper notice (30-day written notice) to the City and the landlord prior to initiating a move.

VI. ERAP HOUSING AUTHORIZATION ISSUANCE AND APPROVAL PACKET

Provision of ERAP Housing Authorization Packets

New participants will be provided either by email or mail with an ERAP Housing Authorization approval packet. This packet will ensure that all Participants are aware of their responsibilities and the ramifications if they fail to follow those responsibilities.

Format of Approval Packet

The ERAP Housing Authorization packet shall contain the following:

- For landlord use: a general information brochure explaining the basics of the Program;
- The amount of their rental assistance payment;
- A description of how their rental assistance payment was calculated;
- The length of time of their rental assistance;
- Procedures for notifying the City of abuses such as side payments;
- The HUD brochure on lead-based paint (Protect Your Family From Lead in Your Home) and information about where blood level testing is available;
- Conditions and procedures for notifying the City of changes which may occur during term of the assistance;
- Tenant Responsibility form;
- Conditions under which ERAP Housing Program assistance may be terminated;
- Any supplemental material deemed necessary.

Household Obligations

While the relationship between the tenant and landlord are the same as in the private housing market, the ERAP Housing Program participants have the following additional obligations:

1. The family must supply any information that is determined to be necessary in the administration of the Program, including submission of required evidence of citizenship or eligible immigration status.
2. The family must supply any information requested by the Program for use in a reexamination or interim examination of family income and composition.
3. The family must sign and submit consent forms for obtaining information, as applicable.

4. All information supplied by the family must be true and complete.
5. Any guest or family member that causes damages beyond normal wear and tear will be the responsibility of the family. If Housing Quality Standards (HQS) failures are determined to be caused by a tenant or guest, it will be the tenant's responsibility to correct. If the failure is life threatening, the tenant must correct the defect within 24 hours. For other tenant-caused failures / defects the tenant must correct the defect within 30 calendar days (or by a Program-approved extension).
6. The family must allow the City to inspect the unit for Housing Quality Standards at reasonable times and after reasonable notice (24 hours).
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the owner and, at the same time, notify the City no less than 30-days prior to when the family intends to move out of the unit or terminate the lease.
9. The family must give the City a copy of any owner eviction notice within three business days.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. The family must notify the City if any family member no longer resides in the unit within three business days.
12. The family must not sublease or sublet the unit.
13. The family must not assign the lease or transfer the unit.
14. The family must supply any information or certification requested by the City to verify that the family is living in the unit, at any time.
15. The family must not own or have any interest in the unit.
16. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the Program.
17. Any members of the household, including guests, may not engage in drug- related criminal activity or violent criminal activity.

Discretion to Deny or Terminate Assistance

In deciding whether to deny or terminate assistance because of action or failure to act by members of a family, the City has the discretion to consider all of the circumstances in each case, including the seriousness of the case and the extent of participation or culpability of individual family members. The City may also review the family's more recent history and record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The City may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. The City may permit the other members of the family to continue in the Program.

Term of the ERAP Housing Authorization

A newly issued ERAP Housing Authorization will be valid for a period of 14 days from the date of issuance. A family may request an extension of the 14-day time period. A maximum of 14 additional days (approved in 14-day increments) may be approved if:

- Extenuating circumstances (e.g., hospitalization or family emergency) which has affected the family's ability to execute the lease; or
- The family has evidence that they are having difficulty with obtaining the landlord's agreement to participate in the Program.

If the City receives notification from the landlord that the landlord does not wish to participate in the program, the ERAP Housing Authorization will be invalidated and the family will be notified of their application denial.

Joint Custody of Children

Children who are subject to a joint custody agreement will be considered members of the household if the applicant has at least 50% legal custody of the minor as evidenced by legal documentation.

Alimony and Child Support

Regular alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, CSPC will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and have made an effort to collect payments. Efforts to collect payments include filing with courts or appropriate agencies responsible for enforcing such payments.

ERAP Housing Authorization Determination for Split Households

In cases where a family assisted by the ERAP Program becomes divided into two families due to divorce, legal separation, or the division of the family, the Program will review the situation and make a determination as to who will retain assistance, subject to the following:

- The desires of the parties involved;
- Which party maintains custody of the dependent children;
- To whom the assistance was issued;
- Who remains in the unit;
- Whether domestic violence is involved.

Documentation to support this information will be the responsibility of the requesting party. If documentation is not provided, the Program reserves the right to determine who will receive the assistance.

Initial and Interim Examinations

The City will perform initial examinations of household composition and income. Interim examinations, as deemed necessary, will include at a minimum, contact with the employer in writing or verbally to confirm employment status account statements.

Interim Examinations

The family may request an interim reexamination of family income/composition when changes have occurred since the last determination. The City will conduct a family-requested reexamination within 10 working days of the request.

If the interim reexamination indicates that the tenant rent will be reduced or increased by 10% or more, changes may take effect the first of the month following the determination, allowing for a minimum of 30 days notification to the tenant and landlord. If the increase/decrease is less than 10%, no change will be processed, but the documentation will become part of the tenant file.

VII. LEASE APPROVAL AND HOUSING ASSISTANCE PAYMENT CONTRACT EXECUTION

Ownership Documentation

Owners must provide their current address of residence or business. Owners must submit proof of ownership of the property and a Letter of Transfer of Authority if a management agent manages the property.

On a case by case basis, the City will allow families to lease properties owned by relatives where the family can show it has been paying rent for a minimum of two months prior to March 1, 2020.

Rent Reasonableness

The City will not be required to determination as to the reasonableness of the rent the owner is proposing in relation to comparable units on the private unassisted market.

Issuance of ERAP Housing Authorization and Requesting Program Approval to Lease a Unit

When a family is selected for participation in the ERAP Program, the City will issue a ERAP Housing Authorization to the family. The family must remain in the unit identified in the application. The owner must be willing to lease the unit under the Program.

As part of the initial application, the family submitted a copy of the lease. The lease must include the Lease Addendum attached as ***“Attachment F and Attachment G”***.

The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not more than six months or extend past December 31, 2020 unless additional waivers are provided by HUD to extend past this date. A shorter lease period may be approved by mutual agreement between the tenant and the owner.

Lease Approval / Disapproval

After the City has reviewed the proposed lease agreement, determined the level of program assistance, and secured tenant and landlord agreement for the City to conduct an HQS inspection no later than 120 days from December 31, 2020 and, if applicable, conduct a visual lead-based paint inspection for units constructed prior to 1978, the City may approve the lease. If the City determines that the lease cannot be approved, the landlord and family will be notified, and the reason(s) provided. The City will explain the problems to the owner and suggest how they may be corrected. If the problem can be corrected, the City will continue processing the Home Rental Assistance Program Request for Unit Approval.

If the problem cannot be corrected after negotiations with the owner, the City will inform the tenant that the lease is not approved and that the tenant is not eligible for assistance.

HOME TRBA Contract

The ERAP Contract is a contract between the Program and an owner. In the ERAP Contract for ERAP Program assistance, the owner agrees to lease a specified dwelling unit to a specified eligible family, and the Program agrees to make monthly housing assistance payments to the owner for the family. The City of Monterey Park ERAP Contract is based on the HAP Contract used for the Section 8 Housing Assistance Program. A copy of the Program’s HOME ERAP Contract template is attached as ***“Attachment H”***.

VIII. HOUSING QUALITY STANDARDS POLICY

A Housing Quality Standards (HQS) inspection will be conducted no later than 120 days from December 31, 2020. The HQS inspection will also ensure that all applicable local building codes are met. The owner will agree to make any required HQS repairs within 30 days of HQS deficiency notification. Lead-based paint requirements will apply to all units constructed prior to 1978. The City, at its discretion, may provide a grant for the remediation/abatement of lead-based paint, otherwise the owner will be responsible for any required lead-based paint remediation/abatement costs. The Program adheres to the acceptability criteria in HUD Section 8 Housing Assistance program regulations for Housing Quality Standards, as shown in "**Attachment I**". The link to the current Housing Quality Standards Inspection Form is contained in "**Attachment J**" of these Program Guidelines.

All Housing Quality Inspections will be performed by the City (or its designee). There are two types of inspections:

- Initial
- Special

Clearing Deficiencies

The owner will be given not more than 30 days from the date the owner is notified to correct the items noted as "fail" (extenuating circumstances could, with City approval, extend the time limit). The owner may be allowed two reinspection's for repair work to be completed (at inspector's discretion) depending upon the complexity of work to be done. If, after the two inspections, the unit still fails HQS, the City will assume the landlord is not willing to make the repair, the landlord will agree to have the City coordinate completion of the repairs at the expense of the landlord.

Owner Fails to Correct Housing Quality Standards Items

If the owner fails or refuses to correct the failed items, the City will not approve the owner under any City-funded program for 5 years.

Request for Special Unit Inspection

A landlord/owner, tenant, or the City may request to have the tenant's unit inspected prior to the reexamination date. The City will schedule the inspection within ten working days of the request or as soon as health conditions permit.

IX. DENIAL OR TERMINATION OF ASSISTANCE

Tenant Fraud

If the family has knowingly committed fraud in connection with the ERAP Program, the City may terminate assistance and cancel the contract.

If the family has misrepresented income, assets, or allowances, which would have caused an increase in the tenant portion of the rent or caused the tenant to be over-income for the Program, the City will make every effort to recover any overpayment made as a result of tenant fraud or abuse.

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the City may deny or terminate assistance.

Landlord Fraud

If a landlord has committed fraud or misrepresentation in connection with the ERAP Program, the City will terminate the contract and review the circumstances and family's involvement to determine if the family is eligible to relocate to another unit with continuation of assistance.

The Program may bar the landlord from participation in the ERAP Program for breach of the HOME ERAP Contract.

The City will make every effort to recover any overpayments made as a result of landlord fraud or abuse.

Lease Violations

Termination of tenancy or failure to renew leases will only be permitted for the following lease violation reasons:

- Tenants have serious or repeated violations of the terms and conditions of the lease.

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease;
- If the owner notifies the family of termination of tenancy for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action.
- If there are police reports, neighborhood complaints or other third-party information, that has been verified by the City; or
- Other "good cause" exists for termination of the tenancy.

ATTACHMENT A

CURRENT INCOME LIMITS FOR LOS ANGELES COUNTY

ANNUAL			
HUD LOW-MODERATE INCOME (LMI) GROSS INCOME LIMITS			
Household Size	Maximum Income	Household Size	Maximum Income
1	\$47,300	5	\$73,000
2	\$54,050	6	\$78,400
3	\$60,850	7	\$83,800
4	\$67,600	8	\$89,200

Source: U.S. Department of Housing and Urban Development. These income figures are subject to change annually (last updated: 4/02/20).

MONTHLY			
HUD LOW-MODERATE INCOME (LMI) GROSS INCOME LIMITS			
Household Size	Maximum Income	Household Size	Maximum Income
1	\$3,941.67	5	\$6,083.33
2	\$4,504.17	6	\$6,533.33
3	\$5,070.83	7	\$6,983.33
4	\$5,633.33	8	\$7,433.33

Source: U.S. Department of Housing and Urban Development. These income figures are subject to change annually (last updated: 4/02/20).

ATTACHMENT B

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

- (a) *Annual income* means all amounts, monetary or not, which:
- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - (3) Which are not specifically excluded in paragraph (c) of this section.
 - (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
- (b) Annual income includes, but is not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
 - (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
 - (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) *Welfare assistance payments.*
 - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - (B) Are not otherwise excluded under paragraph (c) of this section.
 - (ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).
- (9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

ATTACHMENT C

24 CFR Part 5 Annual Income Exclusions

§5.609 Annual income.

...

- (c) Annual income does not include the following:
- (1) Income from employment of children (including foster children) under the age of 18 years;
 - (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
 - (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 - (5) Income of a live-in aide, as defined in §5.403;
 - (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
 - (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 - (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;

- (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
 - (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 - (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - (12) Adoption assistance payments in excess of \$480 per adopted child;
 - (13) [Reserved]
 - (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
 - (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
 - (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

- (17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

- (d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (*e.g.*, seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT D

Asset Inclusions and Exclusions - January 2005

Inclusions:

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.



ATTACHMENT E



COVID-19 HOME ERAP ELIGIBILITY AGREEMENT

		Issued On:		
Tenant Name:				
Tenant Address:				
Number of Household Members:			Unit Size:	

1. HOME ERAP Rental Assistance Program

This Agreement is between the City of Monterey Park and the Tenant identified above who is eligible to participate in the COVID-19 HOME ERAP Rental Assistance Program (Program) operated by the City of Monterey Park. Under the Program, the City of Monterey Park makes monthly payments to the Landlord on behalf of the eligible Tenant pursuant to a separate agreement between the City of Monterey Park and the landlord (COVID-19 HOME ERAP Contract) with HOME funds received from the U.S. Department of Housing and Urban Development (HUD).

By executing this Agreement, the City of Monterey Park fully expects to have HOME funds available to provide financial assistance to the Tenant. The City of Monterey Park is under no obligation to the Tenant or the Landlord or any other party until the City of Monterey Park has approved the unit and a lease addendum has been entered into between the Landlord and the Tenant.

The City of Monterey Park will work with the Landlord and the Tenant to execute all necessary documents as follows:

- A. The Landlord and the Tenant must sign a Lease Addendum and an Additional Lease Addendum regarding domestic violence tenant protections (Attachments F and G).
- B. The Landlord and the City of Monterey Park must sign a HOME Rental Assistance Contract (Attachment H).
- C. Once all necessary documents have been signed, payments to the Landlord can be processed.

2. Tenant and Program Share of the Rent

- A. The portion of the rent payable by the Tenant to the Landlord ("Tenant's Share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the City with information about income, assets, expenses and other household circumstances that affect the amount the Tenant will be required to pay. The Tenant's Share may

change as a result of changes in income or other household circumstances. The Tenant may receive assistance in the payment of utilities which will be made directly to the utility provider upon receipt of a utility bill.

- B. Each month, the ERAP Program will make a rental subsidy payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's Share of the rent, if any; or

3. Requirements for Participating Tenants

The Household must:

- A. Supply true and complete information about the household's income, assets, expenses and other household circumstances that affect eligibility and the amount of the Tenant's Share, and cooperate fully with initial and interim re-examinations;
- B. Sign and submit consent forms for obtaining information, as applicable;
- C. Allow the City or its designee to inspect the unit no later than December 31, 2020 even if the term of the lease has expired at acceptable times, after giving reasonable notice (24 hours);
- D. Allow the City or its designee to perform a visual lead-based paint inspection of unit's construction prior to 1978 at acceptable times, after giving reasonable notice (24 hours);
- E. Use the dwelling unit as the household's principal place of residence and solely as a residence for the household;
- F. Notify the City and property manager when there is a change in household composition;
- G. Not sublease or sublet the unit;
- H. Not own or have any interest in the unit;
- I. Not commit any serious or repeated violation of the Lease;
- J. Not commit fraud, bribery or any other corrupt or criminal act in connection with the HOME Rental Assistance Program;
- K. Not engage in drug-related criminal activity or violent criminal activity;
- L. Notify the owner and the City no less than 30-days prior to when the household intends to move out of the unit or terminate the assistance;
- M. Notify the City of abuses such as side payments or other overcharges and Section 8 Housing Quality Standards (see **ATTACHMENT I**) violations in the unit; and
- N. Provide the City with a copy of any owner eviction notice within three (3) business days;

4. Period of Rental Assistance

Assistance under the HOME ERAP Program is not guaranteed. The assistance is currently anticipated to be available for a period of three or six months.

Assistance may be terminated if:

- A. at any re-examination, the Tenant's income is greater than the published income limit for the program;
- B. the Tenant is evicted from the assisted unit, for other good cause;
- C. the Tenant provides false information or commits any fraud in connection with the ERAP program, or fails to cooperate with required re-examinations; or
- D. funding for the ERAP Rental Assistance Program is terminated or becomes otherwise unavailable.

The City will give the Tenant at least 30 days' notice of termination of assistance.

5. Location of Rental Assistance

An applicant must choose to remain in their current unit.

6. Equal Housing Opportunity

If a Tenant has reason to believe that he/she has been discriminated against based on age, race, color, creed, religion, sex, sexual orientation, gender identity, religion, disability, national origin, or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 669-9777.

The City of Monterey Park:	
Name:	Signature:
Date:	Telephone:
ELIGIBLE TENANT:	
Name:	Signature:
Date:	Telephone:



ATTACHMENT F
LEASE ADDENDUM



TENANT	LANDLORD	UNIT NO. & ADDRESS
---------------	-----------------	-------------------------------

This Lease Addendum (“Addendum”) adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

A. Purpose of the Addendum. The Tenant Lease for the above-referenced unit is being amended to include the provisions of this Addendum because the Tenant has been approved to receive rental assistance under the City of Monterey Park’s HOME COVID-19 Emergency Rental Assistance Program operated by the City. Under the HOME Rental Assistance Program, the City of Monterey Park will make monthly payments to the Landlord on behalf of the Tenant pursuant to the HOME ERAP Contract (Attachment H).

B. Conflict with Other Provisions of the Lease. In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

C. Terms of the Lease. The tenant lease shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease.

D. Rental Assistance Payment. Each month the City of Monterey Park will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

E. Utilities and Appliances. The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE	Column 1 Included in Rent	Column 2 Tenant-Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		
Other (specify)		
Refrigerator		
Stove/Range		

F. Household Members. Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the City of Monterey Park and obtaining the Landlord's permission. Household members:

1 _____
2 _____
3 _____
4 _____
5 _____

G. Housing Quality Standards. The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).

H. Termination of Tenancy. The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify the City of Monterey Park in writing when eviction proceedings have begun. This may be done by providing the City of Monterey Park with a copy of the required notice to the Tenant.

I. Prohibited Lease Provision. Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.
- (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
- (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.

- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

J. Nondiscrimination. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, sexual orientation, gender identity disability, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
By:	LANDLORD NAME:
(Type or Print Name of Tenant Representative)	
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	



ATTACHMENT G

ADDITIONAL LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above-referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until _____ or when the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.

3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____	_____
Tenant	Date
_____	_____
Landlord	Date



ATTACHMENT H



HOME TENANT-BASED RENTAL ASSISTANCE (ERAP) CONTRACT

LANDLORD NAME & ADDRESS Telephone No. (____) ____ - ____	UNIT NO. & ADDRESS 	TENANT NAME(S)
--	----------------------------	------------------------

This HOME ERAP Contract ("Contract") is entered into between the City of Monterey Park and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on ¹ _____ and end no later than _____².

The Contract automatically terminates on the last day of the term of the Lease.

2. RENT AND AMOUNTS PAYABLE BY TENANT AND THE CITY OF MONTEREY PARK

A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the six months of this Contract is \$_____.

B. *Rent Adjustments.* During the period of the contract, there will no permitted rent increase.

C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by **the City of Monterey Park**, the Tenant's share of the rent shall be \$_____.

D. *The City of Monterey Park's Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by **the City of Monterey Park**, **the City of Monterey Park's** share of the rent shall be \$_____. Neither **the City of Monterey Park** nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Landlord against the Tenant. **The City of Monterey Park's** obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

¹ Insert the date assistance starts.

² The maximum allowable length of a HOME ERAP contract is six (6) months.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If **the City of Monterey Park** determines that the Landlord is not entitled to any payments received, in addition to other remedies, **the City of Monterey Park** may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other HOME ERAP Contract.

3. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 982.401, including all of the services, maintenance and utilities agreed to in the Lease.
- B. **The City of Monterey Park** and HUD shall have the right to inspect the Contract unit and related facilities at least once during the term of the lease and/or within 120 days from December 31, 2020, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If **the City of Monterey Park** determines that the Landlord is not meeting these obligations, **the City of Monterey Park** shall have the right, even if the Tenant continues in occupancy, to terminate payment of **the City of Monterey Park's** share of the rent and/or terminate the Contract.

4. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify **the City** in writing when eviction proceedings are begun. This may be done by providing **the City** with a copy of the required notice to the tenant.

5. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination*. The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, sexual orientation, gender identity, disability, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and **the City of Monterey Park**, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews*. The Landlord shall comply with **the City of Monterey Park** and with **The U.S. Department of Housing and Urban Development (HUD)** in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

6. CITY OF MONTEREY PARK AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which **the City of Monterey Park** or **HUD** may reasonably require.
- B. The Landlord shall permit **the City of Monterey Park** or **HUD**, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

7. RIGHTS OF THE CITY OF MONTEREY PARK IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
 - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract or has committed fraud or made any false statement in connection with any Federal housing assistance program.

- B. **The City of Monterey Park** right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If **the City of Monterey Park** determines that a breach has occurred, **the City of Monterey Park** may exercise any of its rights or remedies under the Contract. **The City of Monterey Park** shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by **the City of Monterey Park** to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by **the City of Monterey Park** in accordance with this Contract shall be effective as provided in a written notice by **the City of Monterey Park** to the Landlord. **The City of Monterey Park** exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

8. THE CITY OF MONTEREY PARK'S RELATION TO THIRD PARTIES

- A. **The City of Monterey Park** does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of **the City of Monterey Park** and this Contract does not create or affect any relationship between **the City of Monterey Park** and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD or **the City of Monterey Park** or the Landlord under this Contract.

9. CONFLICT OF INTEREST PROVISIONS

No employee of **the City of Monterey Park**, Name of City, or HUD who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

10. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of **the City of Monterey Park**. **The City of Monterey Park** shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to **the City of Monterey Park**) to comply with all terms and conditions of this Contract.

11. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and **the City of Monterey Park**. No changes in this Contract shall be made except in writing signed by both the Landlord and **the City of Monterey Park**.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

12. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 982.401, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	The City of Monterey Park’s Representative:
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

ATTACHMENT I

24 CFR § 982.401 Housing Quality Standards (HQS)

(a) Performance and acceptability requirements.

- (1)** This section states the housing quality standards (HQS) for housing assisted in the programs.
- (2)** -----
 - (i)** The HQS consist of:
 - (A)** Performance requirements; and
 - (B)** Acceptability criteria or HUD approved variations in the acceptability criteria.
 - (ii)** This section states performance and acceptability criteria for these key aspects of housing quality:
 - (A)** Sanitary facilities;
 - (B)** Food preparation and refuse disposal;
 - (C)** Space and security;
 - (D)** Thermal environment;
 - (E)** Illumination and electricity;
 - (F)** Structure and materials;
 - (G)** Interior air quality;
 - (H)** Water supply;
 - (I)** Lead-based paint;
 - (J)** Access;
 - (K)** Site and neighborhood;
 - (L)** Sanitary condition; and
 - (M)** Smoke detectors.
- (3)** All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.
- (4)**
 - (i)** In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.
 - (ii)** HUD may approve acceptability criteria variations for the following purposes:
 - (A)** Variations which apply standards in local housing codes or other codes adopted by the PHA; or
 - (B)** Variations because of local climatic or geographic conditions.
 - (iii)** Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:
 - (A)** Meet or exceed the performance requirements; or
 - (B)** Significantly expand affordable housing opportunities for families assisted under the program.
 - (iv)** HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) Sanitary facilities—

(1) Performance requirements. The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) Acceptability criteria.

- (i)** The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- (ii)** The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- (iii)** The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- (iv)** The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(c) Food preparation and refuse disposal—

(1) Performance requirement.

- (i)** The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- (ii)** There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

(2) Acceptability criteria.

- (i)** The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- (ii)** The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- (iii)** The dwelling unit must have space for the storage, preparation, and serving of food.
- (iv)** There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) Space and security—

(1) Performance requirement. The dwelling unit must provide adequate space and security for the family.

(2) Acceptability criteria.

- (i)** At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- (ii)** The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- (iii)** Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- (iv)** The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) Thermal environment—

(1) Performance requirement. The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) Acceptability criteria.

- (i)** There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- (ii)** The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) Illumination and electricity—

(1) Performance requirement. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

(2) Acceptability criteria.

- (i)** There must be at least one window in the living room and in each sleeping room.
- (ii)** The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- (iii)** The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

(g) Structure and materials—

(1) Performance requirement. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) Acceptability criteria.

- (i)** Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- (ii)** The roof must be structurally sound and weathertight.
- (iii)** The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- (iv)** The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- (v)** Elevators must be working and safe.

(h) Interior air quality—

(1) Performance requirement. The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) Acceptability criteria.

- (i)** The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
 - (ii)** There must be adequate air circulation in the dwelling unit.
 - (iii)** Bathroom areas must have one openable window or other adequate exhaust ventilation.
- (iv)** Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) Water supply—

(1) Performance requirement. The water supply must be free from contamination.

(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act ([42 .S.C. 4821-4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851-4856](#)), and implementing regulations at part [35](#), subparts A, B, M, and R of this title apply to units assisted under this part.

(k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) Site and Neighborhood—

(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) Sanitary condition—

(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.

(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) Smoke detectors performance requirement—

(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

ATTACHMENT J

HOUSING QUALITY STANDARDS (HQS) INSPECTION FORMS

The ERAP Program will use the following HQS Inspection Form, which may be printed and attached below:

<http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf>

ATTACHMENT K



HOME Tenant-Based Rental Assistance Program (COVID-19 ERAP) Tenant Selection Plan



The Tenant Selection Plan and Outreach Strategy is part of the City of Monterey Park's HOME Tenant-Based Rental Assistance (ERAP) Program administered by City of Monterey Park.

ERAP Policies Affecting Marketing and Tenant Selection

Target Population

HOME ERAP will be targeted to individuals and their household members with incomes that have been significantly reduced as a result of COVID-19 and is at or below 80% of the Area Median Income (AMI) at the time the ERAP rental assistance is provided to the participant.

Program Eligibility Requirements

This program is designed for households whose monthly rent and utility costs exceed their ability to pay due to a significant reduction in income resulting from COVID-19. Prior to occupancy, an applicant must qualify under all HOME eligibility criteria unless otherwise waived under the HUD Memorandum dated April 10, 2020 – *Suspension and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (ERAP) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic*.

Income Limits are established by HUD and adjusted annually

The household's annual income may not exceed the applicable HOME income limit for the household size. To be eligible for ERAP rental assistance, the applicant's household gross annual income must be at or below 80% of the area median household income (AMI) adjusted for household size.

Preferences

A preference given to families whose sole income provider is unable to work due to illness caused by COVID-19 or has died as a result of COVID-19. This preference does not make anyone eligible who was not otherwise eligible, and they do not change the City of Monterey Park's screening criteria.

Applying the Preferences

At the time of application, the applicant household certifies whether or not it is eligible for a preference by providing a copy of the death certificate or other supporting documentation. All information supplied in support of the applicant's eligibility for a preference must be verified. As deemed necessary, this information may be verified at the time of application.

Wait List

For placement on the City of Monterey Park's wait list, applicants must complete an application in the time-frame prescribed in the current open application period. Placement on the wait list does not constitute acceptance. Further eligibility acceptance and screening is required prior to approval of assistance. Applicants will be placed on the wait list in order of their placement on the application need sort list.

The City of Monterey Park will maintain one wait list. All applications will be dated, and time stamped as to when they are received.

Applicants under the age of 18 will be processed only if they are emancipated in accordance with State law or if State law requires housing be made available to minors.

If an applicant claims a preference, it will be noted on the wait list. The preference will be verified, as deemed necessary, when the applicant is being processed for assistance. Applicants who apply and do not meet the preference criteria will be informed that they will be assisted in order of the place of their application sort list.

Applicants claiming a preference which cannot be verified will be considered a non-preference applicant and reflected as such on the wait list.

Announcement and Marketing

Public announcement will be made per the Affirmative Fair Housing Marketing Plan.

Application Process

Households may apply online or download an application from the City of Monterey Park website at (<https://www.montereypark.ca.gov/1314/COVID-19-Programs>). Applicants may also call the City of Monterey Park at (626) 307-1398 during regular business hours to request an application by mail. The City will receive applications beginning **June 8, 2020 to June 26, 2020 at 5:00 p.m.** Applications received after 5:00 p.m. on June 26, 2020 or postmarked on or after June 24, 2020 will not be processed. All applications submitted by the due date that also include all required support documentation will be sorted to determine the need for assistance. Incomplete applications will not be assigned a random number and will not be included in the lottery. Only applicants that show a need for assistance will be assigned a random number and included in the lottery. Applications will be reviewed for eligibility and grant funding in the order of the assigned number is selected in the lottery. If grant funds are exhausted, the remaining applicants will be placed on a waitlist in the order of their lottery number until additional funding becomes available, if any. **In the event Program funds are not exhausted, the City has the option to conducted additional lotteries based on a new application time period or accept applications on a first-come, first-serve basis until all funds are exhausted.**

Rejecting Ineligible or Unqualified Applicants

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection. This notice will advise the applicant that he/she may within fourteen (14) calendar days of the date of the notice, request in writing a meeting by telephone to discuss the reasons for rejection.

Should the applicant request a meeting by telephone to discuss the rejection, it will be conducted by the City of Monterey Park. The applicant will be advised in writing of the results

of this meeting within five (5) business days.

Process for Opening and Closing the Wait List

Opening and Closing the Wait List:

An open application period will be advertised by the City on its website and all City-related social media accounts and in print wherever the City determined it will reach the broadest number of households. Applicants will be required to submit the application within the City-determined time period. No additional applications will be allowed to be submitted once the time period expires. Applicants that are not reached on the sort list due to limited funds, will remain on a waiting list in the order that their name was original sorted. Advertisements will include how, where and when to apply and will conform to the advertising and outreach activities described in the Affirmative Fair Housing Marketing Plan. In the event Program funds are not exhausted as a result of applications submitted, the City has the option to conducted additional open application periods or accept applications on a first-come, first-serve basis until all funds are exhausted.

Reopening the Wait List:

The wait list will be reopened when it is determined there are available Program funds that have not been fully committed. At that time, the City of Monterey Park will process applications on the need sort list as shown under “*Completion of Application and Review of Applications*” (Refer to page 8) and/or advertise a new open application period as stated above under Opening and Closing Waiting List.

Participant Relocation

A recipient household may move to a new unit during the lease term only:

- For good cause (the recipient must provide documentation such as police reports, court orders, etc.); and
- Within the Program service area as described on the cover page of these Program Guidelines

In either case, the recipient must provide proper notice (30-day written notice) to the City of Monterey Park and the Property Manager prior to initiating a move.

Unit Inspections

At the time of initial application, applicants will provide: (1) a self-certification of minimal unit conditions including working smoke/carbon monoxide detectors and operable bedroom windows, and (2) photographs of the interior of the unit. No later than 120 days from December 31, 2020, a physical inspection of the unit occupied by the assisted family will be performed to verify that the unit meets HQS Standards and in the case of units built prior to 1978, a visual lead-based paint inspection to determine the present of deteriorated lead- based paint. Residents will be notified in writing 48 hours in advance of unit inspections.

Interim Recertification

To ensure that recipients pay rents commensurate with their ability to pay, recipients must supply information requested by the City of Monterey Park for use in an interim recertification of family income and composition in accordance with HOME ERAP requirements.

1. Recipients must notify the City when:

- a. A household member moves out of the unit;
- b. The household proposes to move a new member into the unit;
- c. The household's income cumulatively increases by ten percent (10%) or more per month.
- d. An adult member of the household who becomes unemployed or employed.

2. Recipients may request an interim recertification if circumstances occur since the initial qualification or last recertification that may affect their ERAP assistance payment. Changes a recipient may report include the following:

- a. Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed household member, and loss or reduction of welfare income;
- b. Increases in allowances including, but not limited to, increased medical expenses, and higher childcare costs; and
- c. Other changes affecting the calculation of a household's annual income including, but not limited to, a household member turning 62 years old, becoming a full-time student, or becoming a person with a disability.

3. If the City of Monterey Park learns that a recipient household has failed to report a change in income or family composition, the following steps will be taken:

- a. Refer the recipient to the lease and/or ERAP Eligibility Agreement clauses that require the interim recertification;
- b. Give the recipient ten (10) calendar days to respond to the notice; and
- c. Inform the recipient that his or her assistance may change.

4. Once the recipient household responds to the notice and supplies the required information, or if a recipient household reports a change and initiates an interim recertification, the City of Monterey Park will process the recertification and will implement changes as follows:

- a. ERAP Assistance Increases (tenant share decreases): the City of Monterey Park will implement any resulting ERAP assistance increase effective the first of the month following the date that the change/action occurred.
- b. ERAP Assistance Decreases (tenant share increases): Any resulting ERAP assistance decrease will be implemented effective the first day of the month following a 30-day notice.

If the recipient household fails to respond within ten (10) calendar days, the City of Monterey Park may terminate assistance with a written 30-day notice.

Violence Against Women Act (VAWA)

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence means violence committed by a person:

- A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) the length of the relationship;
 - (ii) the type of relationship; and
 - (iii) the frequency of interaction between the persons involved in the relationship.

Stalking means:

- A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or (ii) to place under surveillance with the intent to kill, injure, or intimidate another person; and
- B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts to a place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Immediate Family Member means, with respect to a person:

- A) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or
- B) any other person living in the household of that person and related to that person by blood or marriage.

The VAWA protections apply to families applying for or receiving rental assistance payments under the HOME ERAP Program. An applicant cannot be denied admission because he/she has been a victim of domestic violence, dating violence or stalking. Domestic violence, dating violence or stalking is not good cause for the eviction of the victim of that violence. An incident of actual or threatened domestic violence, dating violence, or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. The Lease Addendum must contain language that makes it clear that domestic violence, dating violence or stalking is not good cause for evicting the victim of that violence. Applicants who are or have been victims of domestic violence or stalking or encouraged to complete the HUD approved Certification of Domestic Violence, Dating Violence or Stalking (Form HUD-91066). The City will allow the landlord to bifurcate or divide the lease as a matter of law so that certain offending tenants can be evicted or removed while the remaining household member's lease and occupancy rights are allowed to remain intact.

Eligibility Agreement

The City of Monterey Park will issue an Eligibility Agreement to the recipient which will allow the recipient to remain in their unit as long as the unit contains working smoke/carbon monoxide detectors and at least one operational window in each bedroom.

Special Accommodations and Compliance with Section 504 Requirements

The City of Monterey Park is committed to providing all persons with equal access to its services, activities, education, and employment regardless of race, color, sex, sexual orientation, ethnic origin, gender identity, religion, disability, or age of any member of an applicant family. For a reasonable accommodation, please contact the City of Monterey Park.