

March 2021

# Indiana Emergency Rental Assistance Policy Manual



**Indiana Housing & Community Development Authority**

30 South Meridian Street, Suite 900  
Indianapolis, Indiana 46204  
317.232.7777(p)  
317.232.7778(f)  
Website: <https://www.in.gov/ihcda>

# Table of Contents

- Disclaimer ..... 3
- Section 1: Indiana Emergency Rental Assistance Program Introduction ..... 4
  - 1.1 Program Overview ..... 4
- Section 2: Program Requirements ..... 5
  - 2.1 Rental Assistance ..... 5
  - 2.2 Ineligible Activities..... 6
  - 2.3 Tenant Obligations ..... 6
  - 2.4 Landlord Obligations ..... 7
  - 2.6 Utility/ Home Energy Provider Obligations ..... 8
  - 2.7 Internet Assistance..... 9
  - 2.8 Internet Provider Obligations..... 10
  - 2.9 Cooperation of Landlords and Utility, Home Energy, and Internet Providers..... 10
- Section 3: Participant Selection & Eligibility ..... 11
  - 3.1 Eligible Households..... 11
  - 3.2 Intake and Screening ..... 13
  - 3.3 Priority Review ..... 14
- Section 4: Applicable Definitions ..... 15

## Disclaimer

This Indiana Emergency Rental Assistance Manual (“Manual”) is a reference guide to Indiana Housing and Community Development Authority’s (“IHCDA’s”) implementation of the Federal Emergency Rental Assistance program, as established by Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260. This Manual is designed to answer questions regarding participation in and eligibility for Indiana’s Emergency Rental Assistance (“IERA”). This Manual is intended as a useful resource for tenants, landlords, utility/ home energy providers, internet providers, and any party or agency assisting a tenant or landlord seeking to participate in IERA.

The publication of this Manual is for convenience only. Your use or reliance upon any of the provisions contained herein does not, expressly or impliedly, directly or indirectly, suggest, represent, or warrant that your application or any application for which you have rendered assistance will be approved to receive IERA funding. IHCDA and contributing authors hereby disclaim any and all responsibility of any liability, which may be asserted or claimed arising from reliance upon the procedures and information contained in this Manual.

## Publication

IHCDA in its sole discretion reserves the right to, and may from time to time, amend this Manual for any reason, including to assure compliance with applicable federal, State or local laws and regulations thereunder which may be amended and/or enacted, to reflect changes in the allocation of IERA funding, needs, fair market rental rates, or to terminate the program. An amended Manual will be released periodically, as necessitated by a change in any of the items indicated above or to reflect updated IHCDA policies, procedures, or guidance. The newest edition of the Manual will override all previous editions, except where otherwise noted.

**This project is being supported, in whole or in part, by funds from CFDA 21.023 awarded to the State of Indiana by the U.S. Department of the Treasury.**

# Section 1: Indiana Emergency Rental Assistance Program Introduction

---

The Indiana Emergency Rental Assistance Program (“IERA”) was created using Indiana’s funding allocation from the recently enacted Emergency Rental Assistance Program, as established by Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260.

The economic crisis caused by the novel coronavirus disease (COVID-19) pandemic has created a continuing need for rental and utility assistance throughout the State of Indiana. IERA provides rental, utility/ home energy, and internet assistance to households affected by the pandemic with the goal of promoting housing stability.

## 1.1 Program Overview

IERA may provide up to twelve (12) months of rental assistance, utility/ home energy assistance, and internet assistance to eligible Indiana renter households (defined in Section 3.1) to increase housing stability and prevent evictions.

# Section 2: Program Requirements

## 2.1 Rental Assistance

Each household is eligible for up to twelve (12) months of assistance, including a combination of previous months (arrears) and future months (forward facing rental assistance). The maximum monthly rental assistance cannot exceed the lesser of the amount specified in the tenant’s lease or the amount in Chart 1-A below based on the number of bedrooms in the rental unit.

CHART 1-A

Number of Bedrooms	Maximum Monthly Rental Assistance	Twelve Month Maximum Rental Assistance
Efficiency	\$678.00	\$8,136.00
One-Bedroom	\$781.00	\$9,372.00
Two-Bedroom	\$946.00	\$11,352.00
Three-Bedroom	\$1248.00	\$14,976.00
Four-Bedroom	\$1455.00	\$17,460.00

The maximum monthly payment is derived from the U.S. Department of Housing and Urban Development’s (HUD) published fair market rents for the State of Indiana in 2021<sup>1</sup>.

Arrears payments can cover past due rent that accumulated on or after April 1, 2020. If rental arrears exist that were accrued on or after April 1, 2020, arrears of twelve (12) or fewer months will be paid. The amount of arrears paid per month will be capped at the rental assistance limit defined in Chart 1-A above. Late fees may be paid over and above the rental limit. Any remaining balance is the responsibility of the tenant.

If arrears of fewer than twelve (12) months are paid, the remainder may be paid in three (3) month intervals of forward-facing rent. Households will qualify for forward-facing rental assistance in three-month intervals and will recertify every three months the household’s need for continuing IERA assistance until the maximum allowable amount of assistance is exhausted.

Households may apply solely for the payment of forward-facing rent if no arrears exist. If rental arrears exist, the arrears must be addressed as stated herein. Future rents may ONLY be approved three months at a time. Household income eligibility must be recertified every three months for a household to continue to receive assistance.

Households that already receive federal rental assistance (through programs including, but not limited to, Housing Choice Vouchers, Section 8 Project Based Rental Assistance, USDA Rental Assistance, Public Housing, Emergency Solutions Grant, or HOME Tenant Based Rental Assistance) are eligible for IERA assistance. The amount of IERA assistance cannot exceed the lesser of the tenant-paid rent portion or the rental assistance limit in Chart 1-A above. IERA cannot duplicate the rental assistance portion already provided by another rental assistance program.

<sup>1</sup> HUD’s Fair Market Rent data may be found at:

[https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021\\_code/select\\_Geography.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/select_Geography.odn)

[The Indianapolis, Indiana HUD Metro FMR was selected for all bedroom sizes for application program wide.](#)

Payments will be paid directly to the landlord by IHCD on behalf of the household. If a landlord refuses to participate in the IERA, payments for rental arrears or future rent may be paid directly to the tenant via paper check with both tenant and landlord listed as a payee. The tenant is responsible for paying, in full, any amount of rental arrears or future rent that is not covered by IHCD's assistance. Such remaining balances that are not waived or forgiven by the landlord must be paid by the tenant.

## 2.2 Ineligible Activities

IERA funds may not be used for the following activities:

- Mortgage assistance for homeowners
- Utility and/ or home energy assistance for homeowners
- Assistance for persons currently experiencing homelessness
- Payment of arrears accrued prior to April 1, 2020
- Payment of any penalties, except late fees
- Payment of damages, pet deposits, or other fees
- Security deposit assistance
- Moving expenses

## 2.3 Tenant Obligations

A household receiving IERA assistance must execute an IERA Agreement and acknowledge that the tenant will notify IHCD immediately if:

1. The tenant vacates the premises;
2. The tenant is offered another form of rental assistance or intends to accept an alternate form of rental assistance;
3. The tenant receives a notice of past due rent or an eviction notice after assistance has been approved;
4. The tenant receives a notice of disconnect from a utility provider after utility assistance has been approved;
5. The tenant believes that the IERA assistance for rent has not been correctly applied to the household's rental arrears or current rent;
6. The tenant believes that the landlord has engaged in fraud regarding the receipt of or application of IERA funds to their lease, rental arrears, or current rent;
7. The tenant believes that the IERA assistance for utility/ home energy costs has not been correctly applied to the household's utility/ home energy amounts owed to the utility or home energy vendor; and
8. The tenant believes that the IERA assistance for internet/broadband costs has not been correctly applied to the household's internet/broadband amounts owed to the internet/ broadband vendor.

The tenant must also acknowledge that any payment of funds which constitutes an overpayment or erroneous payment of funds must be returned to IHCD immediately upon request. Furthermore, any payment must be returned if approval of such assistance was based on false, fictitious, or fraudulent statements; misrepresentation of information or documentation; or failure to disclose a material fact in a manner that makes the statements, information, or documentation provided false.

The IERA Agreement will be executed and the tenant obligations will be acknowledged through the Submittable Application Portal. The IERA Agreement and the acknowledgement will be included in the application; a separate form is not required.

## 2.4 Landlord Obligations

A landlord receiving direct payment of IERA funds must execute an IERA Agreement and acknowledge that:

1. The landlord will notify IHCD immediately if:
  - a. The tenant vacates the premises;
  - b. The landlord receives a rental assistance payment for the tenant from a different program or entity providing rental assistance;
  - c. The tenant is offered a payment plan or decrease in the tenant's rental rate
  - d. The tenant's rent increases for any reason;
  - e. The landlord issues a notice of past due rent or an eviction notice to the tenant AFTER IERA funds have been received and applied to the tenant's rental account; and/ or
  - f. The landlord believes that the tenant has engaged in fraud regarding the application or receipt of IERA assistance.
2. Funds received must be applied to the tenant's rent and not to other fees such as penalties, deposits, or pet fees;
3. Any overpayment of IERA assistance or payment received by the landlord in error must be returned to IHCD immediately upon request;
4. Any payment must be returned if approval of such assistance was based on false, fictitious, or fraudulent statements; misrepresentation of information or documentation; or failure to disclose a material fact in a manner that makes the statements, information, or documentation provided false; and
5. The landlord will not charge a tenant receiving IERA assistance additional rent or fees related to their application or participation in IERA.

A landlord will acknowledge the IERA obligations through a document issued directly to the landlord through the Submittable vendor portal.

## 2.5 Utility and Home Energy Assistance

Participating tenants may request utility and home energy assistance from IERA for past due payments commencing on April 1, 2020. The total may not exceed twelve (12) months of assistance for any combination of rent, utility/ home energy, and internet assistance.

A utility is defined as:

- 1) Electric, gas, water, wastewater or sewer, trash removal
  - a. If billed to the tenant; and
  - b. The invoice reflects the address of the application.
- 2) Telephone and cable are NOT eligible utilities. Internet assistance can be provided through IERA but is not considered part of utility assistance. See Part 2.7 below for information on internet assistance.

Home energy is defined as:

- 1) Fuel oil, liquefied petroleum gas (LP Gas), propane, wood, coal, kerosene, pellets, or biofuel used for heating
  - a. If billed to the tenant; and
  - b. The invoice or sub invoice reflects the address of the application.
- 2) Home energy costs may include past due amounts for delivery of the fuel source and/ or tank inspection.

Utility assistance may include the payment of reasonable late fees as charged by the provider. Utility assistance may not include the payment of disconnect fees, reconnect fees, and/ or deposits.

Applicants must:

1. Provide a utility or home energy invoice or sub-invoice in the name of the tenant or co-tenant reflecting the address of the application for each qualifying utility or home energy expense for which payment is requested;
2. State whether a notice of utility disconnect has been received via a question in the Submittable Application Portal; and
3. Complete and upload an affidavit of home energy exhaustion, where applicable, stating that the household has exhausted its home energy source and is without sufficient funds to incur additional home energy resources.

IERA may pay utility and home energy arrearages incurred on or after April 1, 2020. IERA may pay the full amount of utility and home energy arrearages for qualifying utilities and home energy expenses. The applicant is not required to apply for or receive rental assistance in order to request assistance for utility arrearages.

Utility and/or home energy arrearages may cover a period equal to or less than twelve (12) months.

The twelve (12) months for rent, utility/ home energy, and internet/ broadband assistance run concurrently.

A household that is reliant on home energy for heat may receive an arrearage payment for all arrearages incurred after April 1, 2020 and a one-time payment up to a maximum of \$750.00 to replenish the home energy source. The one-time payment will only be available to households that:

- 1) Rely on a home energy source for heat;
- 2) Are able to produce a prior invoice for a home heat source dated within two years of application; and
- 3) Complete and upload an affidavit of home energy exhaustion.

The amount of the home energy payment will be based on the previously provided invoice and may include a charge for delivery and tank inspection.

IERA will not pay utilities:

1. Reflecting a service address that is not the address on the application or the address of rental building, or rental complex;
2. Billed to a party other than the tenant, co-tenant on the lease, building manager/ owner, or complex manager/owner; or
3. Billed to the landlord, unless the utility is sub-metered and the tenant is then directly billed by the landlord for their unit's specific utility cost. This payment from the tenant to the landlord must be separate from rent and must be for the specific utility costs incurred by the tenant.

Utilities designated on the lease as being included in the rent may be paid through the payment of rental arrears or forward-facing rental assistance. Utilities designated as being included in the lease may not be paid outside of a rental assistance payment.

## 2.6 Utility/ Home Energy Provider Obligations

A utility/ home energy provider receiving direct payment of IERA funds must execute an IERA Agreement and acknowledge that:

1. The utility/ home energy provider will notify IHCD immediately if:
  - a. The provider sends a disconnect notice to the participant within thirty (30) days after



- application of IERA funds to the participant's account; or
- b. The provider believes that the participant has engaged in fraud regarding the receipt or use of IERA funds;
2. Funds received must be applied to the participant's utility arrears and late fees and not to forward-facing utility or home energy bills or other fees such as disconnect, reconnect, and/or deposits;
  3. Any overpayment of IERA assistance or payment received by the utility provider in error must be returned to IHCD immediately upon request;
  4. Any payment must be returned if approval of such assistance was based on false, fictitious, or fraudulent statements; misrepresentation of information or documentation; or failure to disclose a material fact in a manner that makes the statements, information, or documentation provided false; and
  4. The provider will not assess additional fees or charges to the participant solely related to their participation in IERA.

A utility/ home energy provider will acknowledge the IERA obligations through a document issued directly to the utility/ home energy provider through the Submittable vendor portal.

## 2.7 Internet Assistance

Participating tenants may request internet assistance from IERA for past due payments commencing on April 1 of 2020. The total may not exceed twelve (12) months of assistance for any combination of rent, utility, and internet assistance. The twelve (12) months for rent, utility/ home energy, and internet/ broadband assistance run concurrently.

Internet is defined for purposes of IERA as:

1. The infrastructure that allows an individual household to gain access to the internet and the specifically associated cost of the service provider which may provide both equipment and service.
2. Telephone and cable are NOT eligible for payment as internet or utility assistance.

Internet assistance may not include the payment of "bundled" invoices, or invoices where internet is combined into a package with other services (phone, cable, and/ or satellite) a single price. Internet assistance may not include the payment of disconnect fees, reconnect fees, or deposits for equipment.

To be eligible for internet assistance an applicant must attest to at least one of the following conditions:

1. A minor between the ages five (5) to eighteen (18), inclusive, lives in the household and attends school full time;
2. A member of the household works remotely from home at least twenty (20) hours a week;
3. A member of the household is currently actively receiving unemployment at the time of application; or
4. A member of the household has a health insurance policy that permits TelaDoc, TeleMed, or TeleHealth services.

Applicants must:

1. Provide an internet/ broadband invoice or sub-invoice in the name of the tenant or co-tenant reflecting the address of the application; and
2. State whether a notice of disconnect has been received for internet/ broadband service via a question in the Submittable Application Portal

## 2.8 Internet Provider Obligations

An internet provider receiving direct payment of IERA funds must execute an IERA Agreement and acknowledge that:

1. The internet provider will notify IHCDCA immediately if:
  - a. The provider sends a disconnect notice to the participant within (30) days after application of IERA funds to the participant's account; or
  - b. The provider believes that the participant has engaged in fraud regarding the receipt or use of IERA funds;
2. Funds received must be applied to the participant's internet arrears and not to forward-facing internet bills or other fees such as disconnect fees, reconnect fees, and/ or equipment deposits;
3. Any overpayment of IERA assistance or payment received by the provider in error must be returned to IHCDCA immediately upon request;
4. Any payment must be returned if approval of such assistance was based on false, fictitious, or fraudulent statements; misrepresentation of information or documentation; or failure to disclose a material fact in a manner that makes the statements, information, or documentation provided false; and
4. The provider will not assess additional fees or charges to the participant solely related to their participation in IERA.

An internet provider will acknowledge the IERA obligations through a document issued directly to the provider through the Submittable vendor portal.

## 2.9 Cooperation of Landlords and Utility, Home Energy, and Internet Providers

IHCDCA will make reasonable efforts to obtain the cooperation of landlords, utility/ home energy providers, and internet providers to accept direct payments from IERA. A landlord, utility/ home energy provider, or internet provider will be deemed to have refused participation in the IERA program if:

1. A request for participation is sent in writing, by certified mail, to the landlord, utility/ home energy provider, or internet/broadband provider, and the addressee does not respond to the request within fourteen (14) calendar days after mailing;
2. IHCDCA has made at least three (3) attempts by phone, text, and/or email over a ten (10) calendar day period to request the landlord, utility/ home energy provider, or internet/broadband provider's participation and has received no response. If IHCDCA elects to use this option, the third and final contact attempt must be documented; or
3. The landlord, utility/ home energy provider, and/or internet/broadband provider notifies IHCDCA, in writing, via email or direct correspondence that they have elected not to participate in IERA.

A landlord, utility/ home energy provider, or internet/ broadband provider will be deemed as "nonparticipating" regarding a specific applicant if, after the timeframe defined above, a specific document request such as a request for a lease or arrearage documentation has not been fulfilled.

Assistance shall be obligated for a term of (12) months for each qualifying household. Funds will be de-obligated if an applicant does not re-certify for further future assistance.

# Section 3: Participant Selection & Eligibility

## 3.1 Eligible Households

A household must meet the following eligibility criteria:

1. Must be an Indiana renter household that lives outside of the excluded municipalities (as defined in Section 4). Assistance can only be provided for a renter’s primary residence and the household must have a current written lease.
2. Must have a total gross household income that does not exceed 80% of the State of Indiana Area Median Income (AMI) based on the adjusted gross income reported on the 2020 IRS Form 1040 or as calculated according to HUD regulations at 24 CFR 5.609 based on the household’s total gross income for the two months prior to the month of application. Household income includes the unearned income of all household members and the earned income (wages) of all adults household members age eighteen (18) or older.
3. Must be at or below 80% of HUD’s published Fiscal Year Income Limits for 2020, as specified in Chart 3-A. For purposes of determining the number of people in a household, an unborn child counts as a household member.

CHART 3-A

Fiscal Year 2020 80% Low-Income Limit (LIL)							
1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$40,500	\$46,250	\$52,050	\$57,850	\$62,450	\$67,100	\$71,700	\$76,350

4. Must document that at least one member of the household meets one of the following requirements:
  - a. Received unemployment benefits since April 1, 2020; or
  - b. Experienced a reduction in household income due to an involuntary job layoff, reduced work hours, or reduced pay; or
  - c. Incurred significant costs or experienced a financial hardship due to the COVID-19 public health emergency. This may include, but not be limited to:
    - i. Medical bills specifically related to COVID-19;
    - ii. Childcare receipts demonstrating an increase in childcare costs due to COVID-19; or
    - iii. Documentation that confirms a need to stay home to take care of a dependent due to the closing of a school or care facility due to COVID-19.
5. Must demonstrate a risk of experiencing homelessness or housing instability, which may be demonstrated by factors including:
  - a. Current housing-cost burden (household pays 30% or more of total household income on rent);
  - b. Proof of risk of eviction- e.g., eviction notice, notice to vacate, or notice of a court hearing regarding housing;
  - c. Proof of rental or utility arrears- e.g., notice of past due rent, disconnect notice for utilities, etc.; or
  - d. Doubling or tripling up with other households.

This is not an exhaustive list of factors that demonstrate a household is at risk of experiencing homelessness or housing instability. The applicant will be able to provide additional information through the Submittable Application Portal for consideration.

6. May not receive another source of emergency rental assistance as part of a COVID-19 response for any month for which the household is receiving IERA assistance except LIHEAP or EAP utility assistance.
7. Applicants will be required to self-certify under penalty of perjury that they meet the eligibility criteria through the online intake process.
8. Applicants may provide proof of income eligibility by providing documents that may include but are not limited to the following:
  - a. Wage statement
  - b. Interest statement
  - c. Unemployment benefit statement
  - d. Pay stubs evidencing income before and after a reduction in salary or hours
  - e. Form 1040 for 2020
  - f. Benefits letter for programs such as SSI or SSD
  - g. Proof of child support and/or spousal support
9. Applicants may also provide a benefit determination letter from one of the following local, state, or federal government programs issued on or after January 1, 2020:
  - a. SNAP (Supplemental Nutrition Assistance Program)
  - b. HIP (Healthy Indiana Plan)
  - c. SSI (Supplemental Security Income)
  - d. TANF (Temporary Assistance for Needy Families)

If an applicant tenders an accepted benefit determination letter from one of the programs listed above, dated on or after January 1, 2020, no further income verification documentation is required. A letter's acceptance will be determined by program staff.

There is no citizenship requirement to receive IERA assistance. However, due to the reporting requirements of the United States Department of Treasury, tenants will need to report their gender, race, and ethnicity as they identify.

IHCDA is required to maintain and may be required to report the following data to the United States Department of the Treasury:

1. Address of the rental unit,
2. Gender, race, and ethnicity for the primary tenant
3. Name, address, social security number (as applicable), tax identification number or DUNS number, as applicable, for each landlord receiving funds,
4. Name, address, social security number (as applicable), tax identification number or DUNS number, as applicable, for each utility, home energy, Internet, and broadband provider, and provider receiving funds,
5. Amount and percentage of monthly rent covered by IERA assistance,

6. Amount and percentage of separately stated utility and home energy costs covered by IERA assistance,
7. Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs, utilities, home energy costs arrears) provided to each household,
8. Amount of outstanding rental arrears for each household,
9. Number of months of rental payments for which IERA assistance is provided,
10. Number of months of utility and/ or home energy and/ or internet payments for which IERA assistance is provided,
11. Household income for each household,
12. Number of individuals in the household.

Personally Identifiable Information received by IHCDCA will be used for the following purposes: (1) determining eligibility for IERA, (2) determining the veracity and/or accuracy of any statements made by an applicant, (3) administering the IERA program, (4) communicating with other administrators of other public programs to confirm no duplication of benefits, and (5) monitoring, evaluating, and investigations related to the IERA program. Personally Identifiable Information will be kept confidential and will be disclosed only as described herein and as allowed by State and federal law to the extent necessary and to achieve these purposes.

### 3.2 Intake and Screening

Applicants will be screened through IHCDCA's intake portal. Applicants will be required to provide the following information during initial screening to assist in determining if they are eligible for assistance:

- Name and contact information
- Names of any and all co-tenants
- Name of an individual or entity that has assisted the applicant in the completion of the application, if applicable
- Current address (not located in one of the excluded municipalities)
- Utility, home energy, and internet services that are in the tenant's name and billed directly to the tenant monthly
- 2020 Household Income (self-certified at this application phase)
- Income for the two calendar months prior to application (self-certified at this application phase)
- Income for the calendar month of application (self-certified at this application phase)
- Current residency status: renter, homeowner, or experiencing homelessness. Only renters are eligible for assistance through IERA.
  - Homeowners seeking assistance will be referred to the Hardest Hit Fund
  - Persons experiencing homelessness seeking assistance will be rerouted to the appropriate regional Coordinated Entry Lead
- Acknowledgment of unemployment benefits and the duration of the benefit period being received by any member of the household (self-certified at this application phase).

- Self-certification that the applicant meets all eligibility requirements defined in Part 3.1 via a question in the Submittable Application Portal
- Self-certification that a household is facing housing instability via a question in the Submittable Application Portal.
- Self-certification that a notice of utility disconnect has been received, for an eligible utility, via a question in the Submittable Application Portal.

Based on the information provided, applicants will either be notified that they are ineligible for assistance or that their application is proceeding for document gathering and review.

### 3.3 Priority Review

Applicants that indicate one of the following conditions during the initial application phase will receive priority application review:

- 1) Applicants with a household income at or below 50% of HUD’s published Fiscal Year Income Limits for 2020, as specified in Chart 4-A.

CHART 4-A

Fiscal Year 2020 50% Very Low-Income Limit (VLIL)							
1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$25,300	\$28,900	\$32,550	\$36,150	\$39,050	\$41,950	\$44,850	\$47,700

- 2) Applicants that indicate a household member is unemployed at the time the application and has been for ninety (90) days prior to the date of submission of the application.

During the three weeks immediately following the opening of the application portal, IERA staff will only review applications demonstrating one or both of the priority conditions.

Applications indicating one of the priority conditions will continue to receive prioritized review after the initial three-week period expires.

The expedited review will terminate if the triggering condition is determined to be unfounded.

## Section 4: Applicable Definitions

---

The following defined terms are applicable to IERA.

**Applicant:** The party seeking rental assistance through the IERA.

**Application:** All information provided through the Submittable portal or directly to IHCD or a Participating Provider for the purpose of obtaining IERA assistance.

**Co-tenant:** A signatory to the same lease or rental agreement for the same living space as the applicant. This is also known as a joint lease. Co-tenants are limited to one IERA award per household.

**Excluded Municipalities:** Those municipalities permitted by the United States Department of Treasury and electing to run their own rental assistance programs: Elkhart County, Hamilton County, Lake County, Marion County, St. Joseph County, and the City of Fort Wayne.

**Forward-facing rent:** Rent that is due after the date of application.

**Home Energy:** See Section 2.5.

**Home Energy Arrearage:** Any home energy invoice that is past due as of the date of application filing will be considered an arrearage. Arrearages dating back to April 1, 2020 and constituting twelve (12) or fewer months may be paid in full. IERA is unable to pay disconnect fees, reconnect fees, and/ or deposits. Any such fees are and remain the responsibility of the household.

**Household:** A tenant and other individuals, family members, friends, roommates, or multiple families, residing together at the location specified in the lease.

**Individual Lease:** A lease or rental agreement in which a person takes responsibility for a room and a portion of the common areas and pays a separate and distinct portion of the rent associated with that space.

**Individual Lessee:** A tenant or renter under an individual lease. This type of tenant may apply for assistance with only their rental obligation.

**Internet:** See Section 2.7

**Internet Arrearage:** Any internet invoice that is past due as of the date of application filing will be considered an arrearage. Arrearages dating back to April 1, 2020 and constituting twelve (12) or fewer months may be paid in full. IERA is unable to pay disconnect fees, reconnect fees, and/ or equipment deposits/ fees. Any such fees are and remain the responsibility of the household.

**Lease:** A written agreement between two parties for the occupation of a living space with a term of at least thirty (30) days or a written program agreement for transitional or recovery housing with a term of at least thirty (30) days.

**Participating Providers:** Community Action Agencies (“CAAs”), Township Trustees, Public Housing Authorities (“PHAs”), and other organizations throughout the state assisting in program administration.

**Rental Arrearage:** Any rent that is past due as of the date of application filing will be considered an

arrears. Arrears dating back to April 1, 2020 and constituting twelve (12) or fewer months may be paid, up to the rent limit defined in Chart 1-A. Late fees may be paid over and above the rent limit. Any unpaid rent including penalties or deposits will be the sole responsibility of the household.

**Sub-invoice:** An invoice for utilities issued from the landlord to the tenant for a share of utilities or home energy expenses not included in the rent or individually invoiced to the tenant.

**Tenant:** A party occupying a living space pursuant to the lease including but not limited to those residing in an apartment complex, a house, a room within a house, a mobile home, or a person residing in a mobile home which they own but for which they pay lot rent, a party buying on land contract, or a party residing in a house or condominium subject to a rent to own or lease to own agreement.

**Utility:** See Section 2.5.

**Utility Arrears:** Any utility invoice that is past due as of the date of application filing will be considered an arrears. Arrears dating back to April 1, 2020 and constituting twelve (12) or fewer months may be paid in full. IERA is unable to pay disconnect fees, reconnect fees, and/ or deposits. Any such fees are and remain the responsibility of the household.