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# Indiana Emergency Rental Assistance Policy Manual



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## 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, 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 ensure 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, or 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 program 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

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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 and utility/ home energy 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 and utility/ home energy assistance to eligible Indiana renter households (defined in Section 3.1) to increase housing stability and prevent evictions. At IHCD’s discretion, and dependent upon the availability of funding and Treasury guidance, IHCD may obligate up to fifteen (15) months per eligible household for rental assistance.

## 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/Studio	\$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 eligibility and need for assistance 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 (ESG), 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.

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<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.](#)

IERA assistance, for rent and/or utilities, cannot be paid for any month in which an applicant received Indiana COVID-19 Rental Assistance Fund (RAF) or ESG assistance in 2020 or 2021.

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.

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.

## 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; and/or
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.

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 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 may not evict the tenant for nonpayment of rent during the period covered by IERA rental assistance. This requirement went into effect with Treasury Guidance issued on May 7, 2021 and applies to all landlord agreements executed after that date.
2. 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.
3. Funds received must be applied to the tenant's rent and not to other fees such as penalties, deposits, or pet fees;
4. Any overpayment of IERA assistance or payment received by the landlord in error must be returned to IHCD immediately upon request;
5. 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
6. 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 an electronic form issued directly to the landlord through the Vendor Portal.

IERA aims to ensure housing stability for tenants; therefore, IHCD encourages landlords to endeavor to resolve disputes that may arise with tenants through means other than eviction when feasible. A landlord who discloses that the landlord intends to accept the IERA arrearage payment for an applicant and proceed with an eviction against the applicant may be barred from receiving an IERA payment for the applicant. Evictions for nonpayment of rent are prohibited during the period covered by IERA rental assistance.

## 2.5 Utility and Home Energy Assistance at Initial Application

Participating tenants may request utility and home energy assistance from IERA. To be eligible, the applicant must have a past due balance with the utility vendor at the time of application. IERA can provide assistance for past due, outstanding, and/or previously invoiced utility bills 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, internet, and cable are NOT eligible utilities.

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 the question in the Application Portal that asks about indicators of housing instability; 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 assistance may cover a period equal to or less than twelve (12) months. The twelve (12) months for rent and utility/ home energy 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 and Home Energy Assistance at Recertification

As funding permits, IHCD may offer a lump sum utility assistance benefit at each recertification. To be eligible, applicants must continue to meet all program eligibility criteria and self-certify an ongoing need for utility assistance.

## 2.7 Utility and 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 an electronic form issued directly to the utility/ home energy provider through the Vendor Portal.

## 2.8 Internet Assistance

Effective August 6, 2021, the IERA program no longer provides internet assistance.

## 2.9 Cooperation of Landlords and Utility/Home Energy Providers

IHCD will make reasonable efforts to obtain the cooperation of landlords and utility/ home energy providers to accept direct payments from IERA. A landlord or utility/ home energy 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 or utility/ home energy provider and the addressee does not respond to the request within fourteen (14) calendar days after mailing;
2. IHCD has made at least three (3) attempts by phone, text, and/or email over a ten (10) calendar day period to request the landlord or utility/ home energy provider's participation and has received no response. If IHCD elects to use this option, the third and final contact attempt must be documented; or
3. The landlord or utility/ home energy provider notifies IHCD, in writing, via email or direct correspondence that they have elected not to participate in IERA.

A landlord or utility/ home energy 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.

## 2.10 Hotel/Motel Assistance

Applicants living in hotels/motels who meet all program eligibility criteria may be eligible for IERA assistance for hotel/motel costs. Such assistance cannot cover incidentals or damage.

IHCDA staff will first contact the regional Coordinated Entry lead to determine if other homelessness assistance funds, such as ESG grants, are available to provide this assistance. Once a regional Coordinated Entry lead has stated that funds are not available, IHCDA will attempt to serve eligible hotel/motel residents through IERA.

# Section 3: Participant Selection & Eligibility

## 3.1 Eligible Households

A household must meet the eligibility criteria set forth below. IERA staff may request additional documentation as needed to verify that an applicant meets eligibility criteria.

1. Must be an Indiana renter household that lives outside of the excluded municipalities (as defined in Section 4). Assistance may only be provided for an applicant’s current or previous primary residence. The residence must be the applicant’s primary residence at the time of application and must remain their primary residence until they have been deemed eligible for assistance. Each applicant must have a current written lease or an expired lease that permits month-to-month tenancy and has been expired for three years or less.

If the applicant vacates the residence (voluntarily or involuntarily) after they have been deemed eligible for assistance, IHCD may issue payment for the rental arrearage incurred through the date of move-out. IHCD must receive written confirmation from the applicant requesting and acknowledging that IERA assistance will be applied to their previous address and that these months will count against their total 12 months of assistance.

IHCD will not issue an assistance payment for a residence if the renter vacated the residence before being deemed eligible for assistance.

Renters who vacate their residence or have a change in landlord prior to being approved for a benefit or recertified for additional assistance must submit a new application for assistance at their new address.

2. Must have a total household income that does not exceed 80% of the State of Indiana Area Median Income (AMI) for Fiscal Year 2020, as published by HUD.
  - a. For purposes of determining the number of people in a household, an unborn child counts as a household member.
  - b. Income is based on either the adjusted gross income reported on the 2020 IRS Form 1040 or the household’s total gross household income for the two months prior to the month of application as calculated according to HUD regulations at 24 CFR 5.609. Household income includes the unearned income of all household members and the earned income (wages) of all adult household members age eighteen (18) or older.

**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

3. Must document that at least one member of the household has been negatively financially impacted by COVID-19 by attesting to one of the following conditions. The applicant attests to a COVID impact in the Application Portal. Applicants must self-certify under penalty of perjury that they meet this eligibility criteria.
  - a. Received unemployment benefits since April 1, 2020; or

- b. Experienced a reduction in household income on or after April 1, 2020, due to an involuntary job layoff, involuntary furlough, reduced work days and/ or hours, or reduced pay; or
  - c. Incurred significant costs or experienced a financial hardship due to the COVID-19 public health emergency on or after April 1, 2020. This may include, but not be limited to:
    - i. Reduction in income due to the need to stay at home due to a pre-existing condition that may be exacerbated by COVID-19;
    - ii. Reduction in income due to the need for an applicant or dependent to quarantine after COVID-19 exposure or diagnosis;
    - iii. Incurred significant costs due to an increase in medical bills or medical costs associated with the treatment of COVID-19; or
    - iv. Incurred significant costs due to the increase in dependent care costs based on the closing of a school or care facility.
4. Must self-attest that the household is at risk of experiencing homelessness or housing instability. The applicant must attest to one of the following conditions:
- d. Experiencing a current housing-cost burden (household pays 30% or more of total household income on rent);
  - e. At risk of eviction- e.g., has received an eviction notice, notice to vacate, or notice of a court hearing regarding housing;
  - f. Has rental or utility arrears
  - g. Is 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 Application Portal for consideration.

5. 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 (including IERA utility assistance). Low-Income Home Energy Assistance Program (LIHEAP) or Energy Assistance Program (EAP) utility assistance do not qualify as emergency rental assistance, and receipt of LIHEAP or EAP does not make a household ineligible for IERA assistance.
6. Applicants must provide proof of income eligibility for the household through one of the following options:

OPTION 1: CATEGORICAL ELIGIBILITY. Applicants may provide a benefit determination letter from one of the following local, state, or federal government programs issued on or after January 1, 2020:

- a. HIP (Healthy Indiana Plan)
- b. SSI (Supplemental Security Income)
- c. SNAP (Supplemental Nutrition Assistance Program)
- d. TANF (Temporary Assistance for Needy Families)
- e. WIC (Special Supplemental Nutrition for Women, Infants, and Children) if the applicant household contains one (1) to six (6) household members. Households with seven (7) or more household members cannot be deemed as categorically eligible based solely on receipt of WIC.
- f. HCV (Housing Choice Voucher)

g. Household lives in a Public Housing unit

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.

OPTION 2: VERIFICATION OF INCOME. If an acceptable benefit determination letter proving categorical eligibility is not provided, then the applicant must provide proof of income eligibility by submitting the following documents for each adult member of the household:

- a. IRS Form 1040 for 2020; or
- b. Documentation of income, including but not limited to the following documentation, as applicable:
  - Unemployment benefit statement
  - Pay stubs or wage statement
  - Benefits letter for programs such as Social Security, SSI, SSDI, etc.
  - Proof of child support and/or spousal support/alimony
  - Proof of pension or retirement income
  - Proof of workers compensation

Staff will calculate an applicant's household income based on the documentation submitted by the applicant and will determine whether the applicant's income is within the IERA income limits.

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

IERA applicants are required to provide identification for any household members who are identified on the lease as a tenant. The following forms of identification will be accepted:

- Driver's License from any of the fifty states, US territory, or the District of Columbia
- Identification Card from any of the fifty states, US territory, or the District of Columbia
- Consular Identification Card
- Passport
- Photo identification card from the Office of Refugee Resettlement
- United States Visa
- Tribal Identification Card

Current identification is preferred but any of the identified forms of identification may be accepted if they have expired within the last twelve (12) months.

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

- Address of the rental unit
- Gender, race, and ethnicity for the primary tenant
- Name, address, social security number (as applicable), tax identification number or DUNS number, as applicable, for each landlord receiving funds

- Name, address, social security number (as applicable), tax identification number or DUNS number, as applicable, for each utility/home energy provider receiving funds
- Amount and percentage of monthly rent covered by IERA assistance
- Amount and percentage of separately stated utility and home energy costs covered by IERA assistance
- 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
- Amount of outstanding rental arrears for each household
- Number of months of rental payments for which IERA assistance is provided
- Number of months of utility and/ or home energy payments for which IERA assistance is provided
- Household income for each household
- Number of individuals in the household.

Personally Identifiable Information received by IHCDCA will be used only for the following purposes: (1) determining eligibility for IERA or other programs, (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
- Current address (not located in one of the excluded municipalities)
- Utility/home energy services that are in the tenant's name and billed directly to the tenant monthly
- 2020 Household Income (self-certified at this application phase)
- Monthly income from all sources (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 Application Portal
- Self-certification that a notice of utility disconnect has been received, for an eligible utility, via a question in the 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 to confirm eligibility.

### 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 total household income that does not exceed 50% of the State of Indiana Area Median Income (AMI) for Fiscal Year 2020, as published by HUD, 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.

After the initial three weeks, applications will be assigned for review by date. Those applications indicating one of the priority conditions will be labeled as meeting a priority condition and will continue to receive expedited review.

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

### 3.4 Reconsideration of Income Determination

An applicant whose application was declined because the household's income exceeds the IERA income limit may seek a reconsideration.

- 1) Reconsideration is limited to an income recalculation using the initial information and documentation provided by the applicant.
- 2) The applicant will have ten (10) calendar days to request a review of the recalculation results. The applicant must submit a written request for review that includes a specific reason for why the applicant believes the results were incorrect.
- 3) The IERA Legal Counsel or her designee will conduct the review based on the reason(s) provided by the applicant. The review will be limited to a review of the income determination.
- 4) The applicant will be notified of the review results via email. The review results will be final.

### 3.5 Rent to Own / Lease Purchase

An applicant who is paying rent for a living space with an existing rent to own or lease purchase

agreement may be approved for IERA assistance if they meet all program eligibility criteria and sign the IERA Rent to Own Certification. By signing the Rent to Own Certification, the applicant certifies that no member of the household is a signor or co-signor to the mortgage on the property, holds the deed or title to the property, or has exercised the option to purchase the property.

### 3.6 Other Housing Contracts

An applicant who makes payments under a contract that is not clearly a rental agreement may be approved for IERA assistance if they meet all program eligibility criteria and the following criteria are met:

- No member of the applicant's household is a signor or co-signor to the mortgage on the property, holds the deed or title to the property, or has exercised the option to purchase the property.
- The contract does not include a purchase date that is simultaneous to the signing of the contract or a past date.
- The contract does not grant equitable or legal title to the applicant.

IHCDA may also consider whether the following factors, which indicate an applicant is not a tenant, are incorporated into the contract which has been presented for purposes of obtaining an IERA benefit:

- The contract defines the parties as "seller" and "buyer" rather than "landlord" and "tenant" or "lessor" and "lessee."
- Applicant has paid a down payment.
- The applicant pays the property taxes assessed in their own name.
- Funds were placed in escrow at the execution of the contract.
- The applicant pays interest charged on the unpaid balance of the contract.

### 3.7 Mobile Homes

An applicant who is paying rent to live in a mobile home may be approved for IERA assistance if they meet all program eligibility criteria. IERA can provide rental assistance for the mobile home rent and/or the lot rent for the parcel of land. IERA rental assistance will be capped at the lower of (1) the sum of mobile home rent plus lot rent (if both are applicable) or (2) the Fair Market Rent listed in Chart 1A of Section 2.1 of this manual.



## Section 4: Applicable Definitions

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The following defined terms are applicable to IERA.

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

**Application:** All information provided through the application 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 on or after the date of initial IERA payment.

**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 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.

**Housing Contract:** See Section 3.6

**Lease:** A written agreement between two parties for the occupation of a living space with a term of at least 30 days or a written program agreement for transitional or recovery housing with a term of at least 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 month that the application is processed for payment will be considered an arrearage. Arrearages dating back to April 1, 2020 and constituting 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.

**Rent To Own:** An applicant who is paying rent for a living space with an existing rent to own or

lease purchase agreement may be approved for IERA assistance if the applicant meets all program eligibility criteria and signs the IERA Rent to Own Certification. By signing the Rent to Own Certification, the applicant certifies that no member of the household is a signor or co-signor to the mortgage on the property, holds the deed or title to the property, or has exercised the option to purchase the property.

**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, or a party residing in a house or condominium subject to a rent to own or lease to own agreement. A tenant does not include a party occupying a short or long term stay hotel or motel.

**Utility:** See Section 2.5.

**Utility Arrearage:** Any utility invoice that is past due as of the month that the application is processed for payment will be considered an arrearage. Invoices that become due AFTER the application was filed will not be part of the arrearage. Arrearages dating back to April 1, 2020 and constituting 12 or fewer months may potentially 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.