



## **Temporary Rental Housing Assistance Program (TRHAP)**

### **Frequently Asked Questions**

**October 13, 2020**

- Q1: Based on Addendum 1 worksheet and monthly assistance calculations, is it possible that some tenants could get less than \$4,000 in assistance?
- A1: Yes, a tenant could get LESS THAN \$4,000 based on the monthly assistance calculations. e.g. if a tenant's monthly assistance is \$215 multiplied by 6 months = \$1,290. In which, \$1,290 would then be sent out in one lump sum to the landlord.
- Q2: We are encountering some landlords who are reluctant and/or unwilling to sign the TRHAP contract given the severity of the arrearage, a desire to evict sooner rather than later, or other difficulties. How should we proceed in this scenario?
- A2: This entire process requires cooperation from all parties so if the landlord is unwilling then there just won't be a contract. By no means will we force landlords to participate. That being said there are other entities OUTSIDE of DOH that are looking into doing something about landlords' unwillingness. Nothing is in place as of yet, nor would it be under DOH's purview.
- Q3: Is it true that it only allows for payments from the Fund of \$1,000 a month and that the tenant is required to pay the rest?
- A3: Yes, for the applicants that were approved under Phase 1A, the monthly assistance payment cap is \$1,000 per month for a total of 4 months when the assistance is maximized each month, paid to the landlord. The tenant is responsible to pay the remaining balance. For Phase 1B applicants, once approved the landlords will receive a lump sum payment up to \$4,000.
- Q4: What guarantees or protections do I have as the owner if the tenant does not pay their portion of the rent?
- A4: This program was designed to provide rental assistance on behalf of qualified tenants, with funding payable directly to respective landlords. Allocated benefits, at this time, are limited to the amount specified in Answer #3 above. If tenants are not paying their total monthly family contribution towards the rent, the Landlord can report this to the HCA. If it is determined that the tenant is non-compliant, the agreement may be terminated, at which time, the Landlord can initiate eviction proceedings barring any existing eviction moratoriums in place by Executive Order.

- Q5: In the case of non-payment, can I, at that time, file for notice to quit if I am within the parameters that the Governor has set in his latest executive order?
- A5: On September 30, 2020, Governor Lamont signed Executive Order No. 9E extending the State's residential eviction moratorium until January 1, 2021. If the TRHAP contract is still in effect, regardless of the expiration of EO No. 9E, the Landlord cannot evict the tenant.
- Q6: It is unclear over what length of time the assistance covers. Is it from the beginning of the lease, or from the "Effective date"? (i.e. does it at all address the amount that the tenant is currently behind?)
- A6: The contract provides assistance for the specified amount of Total Arrearage. If the Total Arrearage is less than \$4,000, the "Effective Date" is the date the contract is executed by the landlord and the HCA, and monthly assistance payments as specified in that contract will begin after that date. Payments will thereafter continue until all assistance amounts, up to the maximum of \$4,000, authorized by the contract are paid. See Section III A of the contract.
- Q7: How do you define in section I.B. the "last day of the calendar month during which the last payment under the program is made"?
- A7: This refers to the date that the last payment under the contract is made to the landlord. e.g. if the last payment is made on May 1, 2021, the contract will be effective until May 31, 2021.
- Q8: Does section I. A. within the application for assistance need to be filled in?
- A8: Yes, all information in the contract, including Section I. A. must be completed before the contract is executed.
- Q9: Does the new executive order signed by the Governor, change any of this document? If so, how is it changed?
- A9: If the contract is terminated by November 1, 2020, the landlord still cannot evict the tenant per EO No. 9E which is effective until January 1, 2021. If the contract is effective past January 1, 2021, the landlord cannot evict the tenant until the contract is terminated.
- Q10: Can DOH clarify payments will go directly to the landlord or the tenant?
- A10: All payments will be sent directly to the landlords. Landlords must complete the [TRHAP Landlord Direct Deposit Form](#). Payments will not be sent to the tenant.
- Q11: A landlord has signed the contract and other forms, but stated they do not participate in direct deposit and will not sign the form. How should I proceed?
- A11: Direct deposit is the one and only option. The landlord would need to accept the direct deposit in order to participate and receive payment.
- Q12: Arrearage totals differ from the landlord and the tenant due to the landlord including late fees for the months not paid. Should be include the late fees into the contract?
- A12: THRAP assistance will not pay for late fees.

Q13: With all of the files being converting to 1B – HCA’s are to call the client to confirm their current income. Where do we acknowledge that? Is it only on Addendum 1?

A13: Different options here and you can choose whichever is easiest for you/client:

- 1) Have the Applicant submit new income verification
- 2) Have the Applicant provide a self-certification document. You can use the old Addendum 4 though it would need to be modified in the monthly income section. Or the Applicant can write their own letter/email.
- 3) After speaking with the Applicant, you can also amend their Addendum 3. Please initial and date the change. For options 1 and 2 as well it would be most helpful if you can also amend/initial/date the Addendum 3 to match the new information so the reviewer does not see discrepant information from the application to the verification document.

Q14: Is there a way to split assistance between two landlords due to selling/purchasing of the property? With back rent going to the old and any leftover funds going to the new?

A14: There cannot be a contract with a Landlord who is no longer the owner of the property. At any rate, the onus, if agreed upon, would be on the new owner to cut the arrearage payment to the former owner, if any amount is due to them.

Q15: Where will the direct deposit payment come from and how will landlords know who the direct deposit payment is for?

A15: The direct deposit payment will come from “John D’Amelia & Associates”, the third-party State contractor that is issuing the TRHAP payments. Beginning on 10/9/2020 when a direct deposit payment is processed, Landlords will receive an e-mail to the address they provided that includes payment confirmation details. If the Landlord does not provide an e-mail address, they will not receive the payment confirmation.

Q16: The applicants lease expired in August, the applicant has stated that they are moving out October 15th. The landlord is concerned that by signing the contract she will be obligated to let the applicant stay there until March if they do not move out on their own. The applicant is currently behind in the amount of \$7,500.00. Can you provide some guidance on this?

A16: If the applicant is moving out in October, we will not be able to provide assistance before then, and it will no longer be the primary residence of the applicant. Therefore, they will not be eligible for assistance. Let the applicant know that they are not eligible, as a result, and do not move forward with a contract for assistance.

Q17: The lease will end on or before 3.31.21 or when the monthly assistance reaches \$4000.00?

A17: The Phase 1A contract terminates on the LATER of 11/1/2020 or on the last day of the month in which the payments reach the maximum of \$4,000 within the 12-month period beginning on the effective date of the agreement.  
For Phase 1B, the contract terminates 3/1/2021.

Q18: The utilities that the resident is responsible to pay on her current lease stays in affect?

A18: Correct, this program does not cover the utilities costs.

Q19: If the resident does not pay the family contribution portion, a notice to quit cannot be served nor can a late fee be applied. However, we can contact DOH regarding the nonpayment which will terminate the contract?

A19: Correct.

Q20: How is the monthly assistance of \$1,000.00 being delivered to the landlord?

A20: For Phase 1A contracts, the assistance amount will be paid directly to the landlord's checking account as provided. For Phase 1B contracts, the one lump sum payment will be paid directly to the landlord's checking account as provided.

Q21: We would need the contract prepared in our legal name: e.g.; ABC Apartments, LLC, ABC Realty, etc...

A21: Landlord must provide the W-9 and the Direct Deposit Form with the correct information.

Q22: Section IV Transfer of Contract – Is this to mean that if we wanted to sell the property, we could not do so without the consent of the HCA?

A22: The Transfer of Contract provision applies only to the rental assistance. It means that you cannot transfer your interest/benefits in the contract without first receiving HCA consent. It does not mean that you cannot sell the property, which you can do at any time without HCA consent. If you do sell the property while the contract remains in effect, you cannot transfer your interest/benefits in the contract to your new buyers without first receiving HCA consent.

Q23: Once the contract is signed, the landlord cannot proceed with any eviction proceedings until March 1 of 2021. Even if the \$4,000.00 only covers arrearage?

A23: For the Phase 1B contract, that is correct.

Q24: The contract remains in place until March of 2021 even if the payment of \$4,000.00 will only cover rent until December?

A24: That is correct.

Q25: If the applicant does not pay their rent for any month (December) is the contract terminated?

A25: If the applicant does not pay the balance of the rent after the monthly assistance amount is considered, then Landlord should inform the HCA. (Keep in mind that December's payment might be a partial payment of monthly assistance – in which case the tenant owes the full balance regardless of their calculated monthly contribution). The HCA must then communicate with the Applicant to determine why they are not paying their rent. HCA can recommend termination to DOH. If the applicant's hardship has since got WORSE, DOH is not likely going to terminate their assistance. However, if they're just outright refusing to pay the landlord, then we would agree with your termination recommendation.

Q26: Should an application include a DCF stipend towards monthly income?

A26: No, exclude payments for foster children, adoption assistance payments, and payments for childcare under the Child Care and Development Block Grant Act of 1990.

Q27: Under Phase 1A – Addendum 3 asked for the applicant’s lowest monthly income since March to date. The latest Phase 1B – Addendum 3 asked for the current monthly income, this varies. Do HCA’s need to change this section, if the old application was already accepted?

A27: If the application was already accepted then No. If the old application was not accepted, then Yes. Please use the 30-day income amount that is on the Addendum 1 - Total Payment Calc Form. This amount should be supported by the application or a self-certification form or third-party documentation.

Q28: Signatures are required on several documents. Are submission of any original, hard copy documents required?

A28: Submission of any original, hard copy documents are not required, but please follow the guidance:

Acceptable E-signatures

- A paper document with an ink or “wet” signature that is scanned into a digital document
- A digital document with the image of an ink or “wet” signature placed onto the document
- A digital document signed using a digital signature application (eSignature software)

NON-acceptable E-signature

- Names typed into the signature field.

Q29: I am requesting guidance from landlords that are expressing concerns about the contract in regards to termination date and ability to proceed with eviction, if arrearages/payments do not cover up to March 1, 2021.

A29: The contract for 1B is through March 1, 2021. The landlord is required to agree not to begin eviction proceedings until after March 1, 2021. There is no other document or option. Under both the Governor’s Executive Order, and the CDC order, landlords cannot begin eviction proceedings until January 1, 2021, so in exchange for accepting these funds, we are requiring the landlord to agree to not begin eviction proceedings until for an additional 60 days (March 1, 2021). Either the landlord is willing to forestall eviction proceedings for an additional 60 days, or they are not. If not, then this transaction cannot proceed.