



FINALLY HOME

HOUSING TRUST SILICON VALLEY

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PROGRAM GUIDELINES

The Program Guidelines outlined in this document are to be used as a reference guide for our Finally Home Partners. The content in this document contains information regarding eligibility requirements, duties and obligations, grant funding and the application process. HTSV reserves the right to change, modify or supersede any of these policies and procedures with or without notice at any time.

I. Mission Statement

Our mission is to make Silicon Valley a more affordable place to live. Housing Trust Silicon Valley (HTSV) makes loans and grants to increase the supply of affordable housing, assist first-time homebuyers, prevent homelessness and stabilize neighborhoods.

II. Program Description

Housing Trust's Finally Home provides a one-time assistance to individuals and families in need of security deposit assistance and are moving to permanent sustainable housing. A portion of the program funds be used for chronically homeless clients serviced by the Care Coordination Project and Homeless Disabled Veterans.

The Housing Trust prioritizes assistance for individuals and families with the largest need and who can sustainably remain in permanent housing. Applicants must be able to demonstrate the ability to attain long-term self-sufficiency.

III. Eligibility Requirements

A. Eligible Entities

Any Agency within Santa Clara County that provides homeless and homeless prevention services to residents. All security deposit requests must be submitted by a partner agency that has acknowledged and signed to the terms incorporated within this agreement.

B. Eligible Area

The Finally Home Program security deposit is eligible only for homes within Santa Clara County.

C. Eligible Target Population

Assistance is available for individuals and families who are currently homeless, or those at-risk of being homeless, and moving into permanent sustainable housing. Household maximum income limit cannot exceed the Santa Clara County low-income level at 80% Area Medium Income (AMI) adjusted for household size, by the California Department of Housing and Community Development (CHCD), as updated annually.

D. Eligible Uses

Grants funds may be used for the following:

- Security Deposit up to \$2,500. Pet deposits cannot exceed 25% of the total deposit
- Utility Deposit or Utility Set-up Costs

- Application Fees - Maximum 3 per client

IV. Application Process

Application Submission. Clients who meet the eligibility requirements as outlined in Section III can work with their Case Manager (CM) to apply for a Finally Home Grant:

A. Required Documentation

Case Managers shall complete the following forms on behalf of their client's behalf:

1. Finally Home Application (*completed, signed, & dated*)
2. Budget Worksheet

Case Managers shall collect and maintain the following documents from the clients:

1. Identification/ Driver license (*all members of the household over 18 years of age*)
2. Income verification (*all members of the household over 18 years of age*)
3. Rental/Lease Agreement or Letter of Intent to Lease (*minimum 6 month lease*)
4. Completed Housing (HQS) Inspection
5. Verification of housing subsidy (if applicable)
6. Lease Addendum (*completed, signed, & dated*), if applicable

City of Santa Clara Residents

For clients moving **to or from** the City of Santa Clara, Case Managers shall:

1. Coordinate a housing inspection prior to the release of funds.
2. Obtain signed Lease Agreement Addendum (*Appendix B*).
3. Verify clients enter into 12 month lease.
4. Provide a Lead-Based Paint brochure.

B. Application Submission

Once Case Managers have determine the client's eligibility and Agency Program Managers have approved the application, submit the complete application to Finally Home Program Coordinator for review.

Applications will be denied, if any of the following applies:

- Application is incomplete and does not include all the supporting documentation
- Applicant does not meet the income limitations
- Client has previously been a Finally Home recipient
- Case Manager is not certified under the Finally Home Guidelines

C. Award Notification

If it is determined that a landlord is listed on Specially Designated Nationals (SDN) list published by OFAC, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, HTSV Accounts Payable will not issue the grant check, and Finally Home Program staff will notify the Case Manager of ineligibility.

Upon HTSV approval, the security deposit will be mailed to the Property Manager/Owner directly within 2 days of approval.

At the time the funds are released, the Case Manager will be notified by way of electronic mail of the following information:

- Date funds mailed
- Check Number
- Payee information

VII. Program Requirements & Obligations

A. Agency Case Managers

1. Shall be familiar Finally Home eligibility requirement and be certified under the FH Program;
2. Complete and submit Finally Home Application on behalf of client;
3. Determine client's eligibility by verifying documentation submitted by clients;
4. Verify relevant facts of each unique situation (e.g. income, place of employment, current living situation, factors which contribute to the need for assistance, etc.);
5. Ensure submitted applications are complete, accurate & without any falsification;
6. Confirm that applicant(s) will be able to maintain stable and continuous housing after security deposit assistance is received;
7. Assess client's eligibility and make appropriate referrals to other safety net resources;
8. Inform client of their tenant rights;
9. Facilitate communication between landlord & tenant;

B. Partner Agency

AGENCY will shall be certified under the Finally Home Program Guidelines and AGENCY shall:

1. Be familiar with Finally Home Program requirements and funding criteria;
2. Certify that Case Managers submitting applications on behalf of the client are trained pursuant to Finally Home Program Guidelines;
3. Review applications submitted by Case Managers to ensure adherence to Finally Home Program Guidelines;
4. Adhere to the Record Retention Policy and ensure proper file management and maintain documentation supporting verification of relevant facts on file;
5. Maintain communication between Case Manager and AGENCY. HTSV applications will not be accepted from the general public and clients shall not be referred directly to HTSV;
6. Agency will comply with procedures as described herewith Program Guidelines, and as amended.
7. Agency will administer client survey at least twice a year or as requested by HTSV.
8. To the extent feasible, AGENCY will cooperate with HTSV by providing requested program information for evaluation and/or public relations purposes.
9. Acknowledge HTSV's contribution in the form of assistance to its clients in its annual report, financial statement, and other appropriate publications.

C. Record Retention & File Management

For a period five years, Partner agencies shall maintain all applicable records used in verifying the client's eligibility under Finally Homes program. These records include all documentation used in verifying client's

reported income, employment, current housing situation and case management notes. Client's eligibility documents must be stored in an established management system and is subject to audits.

Clients' eligibility documents shall be stored in a secure and established management system, is subject to audits and include, but not limited to following:

1. Finally Home Application (*completed, signed, & dated*)
2. Identification/ Driver license (*all members of the household over 18 years of age*)
3. Income verification (*all members of the household over 18 years of age*)
4. Budget Worksheet
5. Rental/Lease Agreement (*1 year lease or 6 months lease with continuation of month-to-month*)
6. Completed and Passed Housing (HQS) Inspection
7. Verification of housing subsidy (*if applicable*)
8. Lease Addendum signed by Landlord/Property Manager

D. Finally Home: Housing Trust Silicon Valley

HTSV will make funds available on an annual basis to the extent of its ability as determined and approved by the HTSV Executive Staff and Board of Directors. It is understood that funds may be exhausted at any time and HTSV is under no obligation to provide additional funds. The maximum assistance awarded per eligible applicant shall be \$2,500 for security, including pet deposits. Additional funding is available for utility deposits and set-up costs. See Section III-Eligibility Requirements.

HTSV will make funds available on a reimbursement basis for Agency funded rental applications fees and utility connections for homeless families and individuals, and those at-risk of homelessness, that received Finally Home security deposit assistance. Reimbursement request must be made quarterly, but no later than the 15th day of the month following the quarter end. Reimbursement request shall be made on Agency letterhead, itemized and with supporting documentation. See Attachment B for reimbursement requirements and client detail form.

VIII. Other Program Requirements

A. Lease Agreements

A lease agreement or an intent- to- lease letter is required at time of application. The lease agreement or intent to lease must be signed by both the Landlord and client, or confirmed by Case Manager via email.

1. **Terms.** Lease agreement must be a minimum of 6 months with rollover to month to month option. *Note:* Residents moving in or out of City of Santa Clara must enter into a 12 year lease.
2. **Terminations.** The security deposit awarded by the Housing Trust is a grant. If the lease is terminated, the deposit balance is to be maintained by the tenant for future tenancy.
3. **Violation of Lease Agreement.** If tenant violates the lease agreement and results in an eviction notice within the first 3 months of tenancy, agency is to work with clients to secure additional housing. The client will be ineligible for future security deposit funding.
4. **Lease/Unit Forfeiture:** If the client abandons the rental within 3 months, the remaining deposit will be returned to the Housing Trust. The client will be ineligible for future security deposit funding.

B. Tenant Rights

Agency is responsible for ensuring delivery of Tenant Rights information and resources. This information shall include:

1. Brochure on Tenant Rights.
2. Contact information to local non-profit agencies providing free legal assistance.
 - Law Foundation of Silicon Valley - 152 N. 3rd St San Jose, CA 95113 – (408) 293-4790
 - Bay Area Legal Aid - 2 W. Santa Clara St San Jose, CA 95113 – (408) 283-3700
 - Project Sentinel – 1490 El Camino Real, Santa Clara, CA 95050 – (408) 720-9888
3. Unlawful Discrimination – A landlord cannot refuse to rent to a tenant, or engage in any other type of discrimination, on the basis of group characteristics specified by law that are not closely related to the landlord's business needs.
4. Non-Discrimination - There shall be no discrimination regardless of race, color, national origin, ancestry, sex, marital status, disability, religious or political affiliation, actual or perceived gender identity, age or sexual orientation.

C. Security Deposit

California law specifically allows the landlord to use a tenant's security deposit for four purposes:

- For unpaid rent
- For cleaning the rental unit when the tenant moves out, but only to make the unit as clean as it was when the tenant first moved in.
- For repair of damages, other than normal wear and tear, caused by the tenant or the tenant's guests.
- If the lease or rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.

A landlord can withhold from the security deposit *only* those amounts that are reasonably necessary for these purposes. The security deposit *cannot* be used for repairing defects that existed in the unit before move in, for conditions caused by normal wear and tear during your tenancy or previous tenancies, or for cleaning a rental unit that is as clean as it was when the tenant moved in. A rental agreement or lease can *never* state that a security deposit is "non-refundable."

Under California law, 21 calendar days or less after the tenant moves out, the landlord must either:

- Send the tenant a full refund of their security deposit.
- Mail or personally deliver an itemized statement that lists the amounts of any deductions from their security deposit and the reasons for the deductions, together with a refund of any amounts not deducted.
- The landlord also must send copies of receipts for the charges that the landlord incurred to repair or clean the rental unit and that the landlord deducted from their security deposit. The landlord must include the receipts with the itemized statement.

D. Eviction

If the tenant doesn't voluntarily move out after the landlord has properly given the required notice to the tenant, the landlord can evict the tenant. In order to evict the tenant, the landlord must file an **unlawful detainer** lawsuit in superior court. In the case that a client violates their lease or receives an eviction notice, caseworker shall be working closing with the client to ensure continued housing and retention of the security deposit. If the landlord uses unlawful methods to evict a tenant, the landlord may be subject to liability for the tenant's damages, as well as penalties of up to \$100 per day for the time that the landlord used the unlawful methods.

VII. Monitoring

In efforts to ensure program compliance, HTSV will conduct an onsite monitoring review of all Finally Home applications. Monitoring will take place on the third quarter of the fiscal year and then annually thereafter. Onsite monitoring reviews may include, but is not limited to:

- a. AGENCY file management system for Finally Home
- b. Application completeness and supporting documentation
- c. Self-sufficiency verification
- d. Client follow-up and survey, if applicable.

As part of the program compliance review process, HTSV will implement a Good/Fair/Poor rating system as follows:

- Good → 0-9% of files are document deficient.
- Fair → 10-19% of files are document deficient.
- Poor → 20% of files are document deficient

Corrective action may include working with Case Worker and Program Manager to correct deficiency and review program guidelines for thorough understanding. Ongoing deficiency can lead to dissolution of partnership.

APPENDIX A: DEFINITIONS

At-Risk- Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place, is living in the home of another because of economic hardship; or has been notified that their right to occupy their current housing or living situation will be terminated.

Care Coordination Project (CCP) - is a collaborative project of Destination:Home, Santa Clara County Collaborative on Affordable Housing and Homelessness (The Collaborative), City of San Jose, and Community Technology Alliance (CTA). Clients are provided intensive case management services match with permanent housing. The Housing 1000 Care Coordination Project is led by HomeFirst and is funded by Destination:Home.

Chronically Homeless - A chronically homeless family is a household with at least one adult member who has a disabling condition and who has either been continuously homeless for a year or more OR has had a least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless, persons must have been sleeping in a place not meant for human habitation (e.g., living on the streets) and/or in an emergency shelter/safe haven during that time. Disabling condition is defined as "a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions."

Discretionary Income - Income remaining after deduction of taxes, other mandatory charges, and expenditure on necessary items.

Homeless Management Information System (HMIS) - implementation presents communities with an opportunity to re-examine how homeless services are provided in their community. The implementation of an HMIS will allow community stakeholders to build new alliances, to strengthen services, meet client needs in a more streamlined manner, and obtain information to guide future planning.

Housing 1000 (H1K) - is a local campaign in Santa Clara County to house 1,000 chronically homeless men and women by 2013. The goal is to prioritize case management services for individuals that have been on the streets the longest, are suffering from chronic health issues and are vulnerable to dying on the streets. Case managers will work with H1K clients to develop a housing plan.

Intensive Case Management (ICM) - oversees the total provision of services to address the needs of the client in order to remain housed and to function at his or her best level in the community. ICM coordinates or provides mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. A major area of focus for ICM services is to improve their clients' quality of life, particularly in the area of income, by accessing all available entitlement programs such as general assistance and SSI/SSDI.

Subsidized Housing - Housing subsidies are government funding to aid low income tenants in renting housing. The subsidy amount is typically based on the tenant's income, but other formulas have been used.

Wrap-Around Services - These types of services provide homeless individuals and families with a number of resources they may need to stabilize their lives. Doing "whatever it takes" is considered the most successful approach to ending homelessness. The most successful approach to ending homelessness is to combine wrap-around services with permanent housing.

APPENDIX B: LEASE ADDENDUM

LEASE ADDENDUM

| | | | |
|---|--|---|--|
| Address: _____ | | Subsidy # _____ | |
| Rental Term: One Year Lease from _____ to _____ | | # of Bedrooms _____ | |
| Landlord/Property Manager: _____ | | | |
| Household Members: | | Minor Household members: (<i>under 18 years of age</i>) | |
| Tenant: _____ | | Name: _____ | |
| Tenant: _____ | | Name: _____ | |
| Tenant: _____ | | Name: _____ | |
| | | Name: _____ | |

This Lease Addendum adds the following terms to the Lease Agreement between Tenant and Landlord for the Unit mentioned above.

- A. **Purpose of the Lease Addendum.** The Lease Agreement for the above-referenced Unit is being amended to include the provisions of this Lease Addendum because Tenant is eligible to receive security deposit and utility deposit assistance using federal HOME Program Funds. HTSV's Finally Home Program will issue a one-time grant for security deposit assistance of up to \$2,500 and/or a maximum grant of \$500 for utility set up. The Lease Agreement has been signed by Tenant and Landlord on the condition of a 1 year minimum term. The Lease Agreement will have the same effective dates as the Lease Addendum.
- B. **Conflict with Other Provisions of the Lease Agreement.** In case of any conflict between the provisions of this Lease Addendum and other sections of the Lease Agreement, the provisions of this Lease Addendum shall supersede.
- C. **Terms of the Lease Agreement.** The term shall begin on _____ and shall continue until: (1) the Lease Agreement is terminated by Landlord in accordance with applicable state and local tenant/landlord laws; or (2) the Lease Agreement is terminated by Tenant in accordance with the Lease Agreement; or (3) by mutual agreement of Tenant and Landlord.
- D. **Termination of Tenancy.** Landlord may evict Tenant following applicable state and local laws. Landlord must provide Tenant with at least 30 days' - written notice of the termination. The notice of termination must be served to Tenant for the 30-day noticing period to take effect.
- E. **Tenant Household Members.** Only the above Tenant/Household members listed above are authorized to occupy this unit.
- F. **Security Deposit.** Landlord will receive a deposit up to the amount of \$2,500 paid by HTSV Finally Home Program using HOME Funds. Landlord will hold the deposit during the period in which Tenant occupies the Unit. When Tenant moves from the Unit, Landlord shall comply with all applicable state and local laws regarding security deposit refunds. Landlord shall provide to Tenant written statement regarding the deposit refund amount and any applicable charges against the deposit. Landlord must refund any applicable deposit to Tenant or their representative *within 21 days*.
- G. **Housing Quality Standards.** Landlord agrees to maintain the Unit, common areas, equipment, facilities and appliances in decent, safe and sanitary condition (*as defined by Section 8 Housing Quality Standards. Please see attachment*).
- H. **HQS Provisions - Performance and acceptability requirements**
This section states the housing quality standards (HQS) for housing assisted in the programs.
 - 1) The HQS consist of:
 - a. Performance requirements; and
 - b. Acceptability criteria or HUD approved variations in the acceptability criteria.

2) Performance and acceptability criteria for these key aspects of housing quality includes:

- | | |
|--|---------------------------|
| a. Sanitary facilities; | g. Interior air quality; |
| b. Food preparation and refuse disposal; | h. Water supply; |
| c. Space and security; | i. Lead-based paint; |
| d. Thermal environment; | j. Access; |
| e. Illumination and electricity; | k. Site and neighborhood; |
| f. Structure and materials; | l. Sanitary condition; |

I. **Utilities and Appliances.** The utility responsibility is outlined below. A unit without proper utility service is a violation of HUD's Housing Quality Standards (HQS).

| Utilities | Provided By: | |
|--------------|--------------------------|--------------------------|
| | Tenant | Landlord |
| Garbage | <input type="checkbox"/> | <input type="checkbox"/> |
| Water | <input type="checkbox"/> | <input type="checkbox"/> |
| Heat | <input type="checkbox"/> | <input type="checkbox"/> |
| Electricity | <input type="checkbox"/> | <input type="checkbox"/> |
| Cooking Fuel | <input type="checkbox"/> | <input type="checkbox"/> |
| Refrigerator | <input type="checkbox"/> | <input type="checkbox"/> |
| Stove | <input type="checkbox"/> | <input type="checkbox"/> |

J. **Prohibited Lease Agreement Provisions.** Any provision of the Lease Agreement which falls within the classifications below shall not apply and not be enforced by Landlord.

- 1) Confession of Judgment. Consent by Tenant to be sued, to admit guilt, or to a judgment in favor of Landlord in a lawsuit brought in connection with the Lease.
- 2) Treatment of Property. Agreement by Tenant that Landlord may take or hold Tenant's property, or may sell such property without notice to Tenant and a court decision on the rights of the party.
- 3) Excusing the Landlord from Responsibility. Agreement by Tenant not to hold 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 Tenant that Landlord may institute a lawsuit without notice to Tenant.
- 5) Waiver of court proceedings for Eviction. Agreement by Tenant that Landlord may evict the Tenant Household Member (i) without instituting a civil court proceedings in which Tenant has the opportunity to present a defense, or (ii) before a decision by a civil court on the rights of Tenant and Landlord.
- 6) Waiver of Jury Trial. Authorization to Landlord to waive Tenant's right to a trial by jury.
- 7) Waiver of Right to Appeal Court Decision. Authorization to Landlord to waive Tenant's right to sue to prevent a judgment from being put into effect.
- 8) Tenant Chargeable with the Cost of Legal Actions Regardless of Outcome of a Lawsuit. Agreement by Tenant to pay lawyer's fees or other legal costs whenever Landlord decides to sue, whether or not Tenant wins.

K. **Nondiscrimination.** Landlord shall not discriminate against Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin or familial status.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Landlord Signature: _____

Date: _____