

## **New Jersey Division of Developmental Disabilities Rental Subsidy Agreement**

### **Introduction**

You have been selected to receive a Division of Developmental Disabilities' (Division) rental subsidy.

### **Basic Program Guidelines**

1. Individuals must maintain eligibility for Division services in order to receive/maintain an SHC rental subsidy. This includes Medicaid eligibility and cooperation with all relevant monitoring requirements for the Supports Program or Community Care Waiver (depending on which one they are enrolled in).
2. Individuals must notify assigned Division staff when moving into a unit, renewing a lease, any change in income or change in number of residents in household. The tenants will be considered as adding a household member if they have another person residing in the unit for four or more consecutive weeks. An individual's support coordinator or service provider can provide this notification on their behalf but the individual should verify that this communication has occurred to ensure that there are no lapses in rental payments.
3. The resident is required to pay their portion of the rent directly to the landlord. In addition, the resident is required to pay and maintain all utilities as per the terms of their rental agreement. Payment to a family member for rent or room and board is prohibited. Individual may receive support from utility assistance programs.
4. Tenants are required to apply for federal, state or local housing assistance programs for which they are eligible (example: Housing Choice Voucher – formerly known as Section 8) when waiting lists open and/or applications are being accepted. Failure to apply for and accept other rental subsidy assistance that is available will result in the loss of this subsidy. Upon approval for a regular or mainstream voucher/certificate/subsidy, the resident must comply with the coordinating program's approved living arrangement guidelines and tenant portion responsibility guidelines.
5. Applicants must remain in the residence for the term of their lease, as negotiated with their landlord, in order to remain eligible for the rental subsidy program. After that time, 30 days written notice must be provided and sent to the Division if the resident intends to move out of the unit.
6. Rent and rental subsidies will continue to be paid for up to six months during periods of hospitalization. Consideration should be given to shorten this time frame if the resident so desires (for example, if the lease is set to expire). In instances where an individual no longer resides in a location and it is not due to hospitalization, no additional months rent will be paid.

7. Rental Units licensed under the Community Care Waiver must meet N.J.A.C 10:44A Standards for Community Care Waiver placements. Residents must allow state staff to inspect the units according to DHS Office of Licensing established inspection guidelines.
8. Rental Units not licensed under the Community Care Waiver must meet HUD Quality Standards . Residents must allow state staff to inspect the unit prior to occupancy and re-inspect up to 90 days before the end of each lease year to ensure these standards continue to be met. Thirty days will be allowed for corrections (24 hours for life-threatening issues).

**What is the purpose of HUD Housing Quality Standards?**

The purpose of the rental subsidy program is to provide “decent, safe and sanitary” housing at an affordable cost to low-income DDD eligible individuals. Housing Quality Standards defines “standard housing” and establishes the minimum quality criteria necessary for the health and safety of program participants. All housing units must meet these housing quality standards in order to participate in the rental subsidy program.

**What are the 13 key aspects of housing quality covered by performance requirements and acceptability criteria in the Housing Quality Standards?**

- |   |                               |
|---|-------------------------------|
| - Operational sanitary facilities               | - Satisfactory water supply   |
| - Adequate food preparation and refuse disposal | - Absence of lead based paint |
| - Space and security                            | - Safe access                 |
| - Controlled thermal environment                | - Site and neighborhood       |
| - Illumination and electricity                  | - Sanitary condition          |
| - Operational smoke detectors                   | - Safe structure materials    |
| - Satisfactory interior air quality             |                               |

9. The resident must not commit any serious or repeated violation of the lease.
10. The resident cannot engage in drug related criminal activity, violent or any other criminal activity.
11. The resident cannot receive DDD Rental Subsidy assistance while receiving another housing subsidy.
12. Individuals must comply with providing documentation required including proof of total household income, information on other residents living in the home (even if not served by the Division) and a copy of annual lease.
13. Individuals are provided a voucher for a one-bedroom apartment. The Division will NOT pay any rent over Published Rent Standards (PRS, using guidelines by NJ Department of Human Services). Individuals must receive prior authorization before adding household members and bedrooms. Again, Gross Annual Income is based on **all** residents in household, requiring proof of income from each household member.

14. When there is a documented order of custody or shared custody where the consumer is expected to provide care for his/her children:
  - Children under the age of five, of different sexes, will be asked to share a bedroom.
  - Children over the age of five of the same sex will be asked to share a bedroom.
  - Children over the age of five of different sexes will not be asked to share a bedroom.
15. The subsidized units may not be used for commercial activities. Units must remain residential in use as defined by HUD and IRS guidelines.
16. Rental subsidies cannot be used in Level A+, A, B, C, RHCF's, Boarding Homes, Residential Healthcare Facilities, Rooming Houses or any location owned by a family member. Additional "fees" for having pets in the unit will not be provided/reimbursed.
17. Resident must notify DDD upon receipt of an eviction notice.

**Grounds for Division to Deny or Terminate a Rental Subsidy**

1. The resident violates any obligation under the New Jersey Division of Developmental Disabilities Rental Subsidy Agreement.
2. The resident engages in criminal activity including drug related or violent activity.
3. The resident commits fraud, bribery or any other corrupt or criminal act in connection with the NJ DDD Rental Subsidy program.
4. The resident allows other individuals to live in the rental unit that have not been reported to the Division and received prior approval.
5. The resident refuses to pay their portion of the rent, for damages to the unit or other amounts owed by the resident under the lease to the landlord.

**Complaint/Grievance Procedure**

The program is subject to appropriate grievance and complaint procedures in accordance with Division policies.

I, \_\_\_\_\_ have read and agree to abide to the New Jersey Division of Developmental Disabilities Rental Subsidy Agreement.

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Signature of tenant or legal guardian

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Date