Department of Mental Health Rental Subsidy (DMHRSP) FY25 Guidance Updates Training November 2024



Let's Get Started

- This session will be recorded
- Please type questions into Q&A box
- Live closed captioning available
- FY25 Guidance materials at <u>FY25 Guidance Email 11/6/2024</u>
- Slides and recording on <u>State Programs Training Webpage</u> afterwards

Let's Get Started

- Where to Find Materials:
 - <u>EOHLC</u> (DHCD) and <u>DMH</u> Regulations on Mass.gov

Slide #

- EOHLC Guidance, Program Documents, Training
 - HAFIS for LHAs, RAA Portal for RAAs (documents)
 - State Programs Training Webpage (guidance and training)
- DMH Guidelines, DMH Documents
 - Email your DMH Area Housing Coordinator (slide 5)

Refers to section numbers in EOHLC's FY19 Regulations, FY19 Guidance (9/1/18), FY24 Guidance (1/3/24) & FY25 Guidance (11/6/24)

Section 1. a. i.

EOHLC (DHCD) Contact

Stephanie Kan

DMHRSP Coordinator

MA Executive Office of Housing and Livable Communities

(formerly Department of Housing & Community Development)

Stephanie.Kan@mass.gov

617-573-1222

DMH Contacts

DMH Area Housing Coordinators (HCs):

Northeast MA – Brent Rourke, <u>Brent.Rourke@mass.gov</u>, 857-278-5627

Metro Boston – Jeff Chasse, <u>Jeffrey.Chasse@mass.gov</u>, 617-626-9240

Southeast MA – Mark Bilton, Mark.Bilton@mass.gov, 508-897-2023

Central MA –Gary Comeau, Gary.N.Comeau@mass.gov, 774-420-3146

Western MA – Josh Levin, <u>Josh.M.Levin@mass.gov</u>, 413-966-7620

FY19 Guidance: Contacts II. B. (p6); Introduction IV. C. (p12)

FY25 Program Updates

- Effective 12/1/2024
- Tenant-based Voucher Expiration
- Security Deposit Program
- Utility Allowance Discontinuation
- Absence Policy

FY25 Program Updates

- For any effective date on or after 12/1/2024, regardless of date completed
 - ✓ New unit contract rent effective 1/1/2025, completed on 11/20/2024
 - X Tenant-based voucher expired on 5/30/2024
- Not required, but can reevaluate upon request for already completed actions with effective dates on or after 12/1/2024
 - ✓ Rent increase effective 1/1/2025, previously denied on 10/10/2024



Sponsor-Based

- Majority of DMHRSP Vouchers
- Service Provider (DMH if no SP)
- SP is Sponsor, Tenant, & Voucher Holder
- SP chooses Unit and matches Client
- Clients can share units

Tenant-Based

- Very small portion of DMHRSP
- DMH Case Management only
- Client is Tenant & Voucher Holder
- SP/CM refers Client
- Client chooses Unit; more mobility
- 1 Household per Unit

Sponsor-Based

- Minimal Eligibility Requirements
- SP Responsible for Ensuring Completion & Compliance
 - Referral/Eligibility
 - Lease Up, Rent Guarantee, Tenancy Issues
 - Recert/Interim

Tenant-Based

- More Eligibility Requirements
- More Independence;
 - With CM assistance, Client responsible for Completion & Compliance

Questions



Tenant-Based Voucher Expiration



Tenant-Based Voucher Expiration

- Effective 12/1/2024
- After initial 120 days, client can request and AAs can approve continuous 60 day extensions for up to, but not exceeding 1 year maximum from date of issuance
- After 1 year maximum, additional extensions can only be granted as reasonable accommodation

Tenant-Based Voucher Expiration Example A

- Issued 9/1/2024 with expiration 12/30/2024 (120 days)
- Extension request 12/20, extended to 2/28/2025 (60 days)
- Timely extensions requests to 4/29, 6/28, and 8/27/2025 (60 days each)
- Extension request 8/20, only extended to 8/31/2025 (1 yr max)
- Submits unit 8/30, approved 9/9, leased 9/15/2025

Tenant-Based Voucher Expiration Example B

- Issued 9/1/2024 with expiration 12/30/2024 (120 days)
- Extension request 12/20, extended to 2/28/2025 (60 days)
- Extension request 2/20, extended to 4/29/2025 (60 days)
- No response, expiration notice 5/8/2025
- Missing until 7/1/2025 when request extension, denied as already expired
- Restabilizes after several months and refers to tenant-based program again, fresh eligibility screening and issue new voucher

Tenant-Based Voucher Expiration

Questions



Security Deposit Program



Security Deposit Program

- Effective 12/1/2024, applies to:
 - Any new lease up both newly issued vouchers and relocations
 - Any DMHRSP voucher holder either tenant-based clients or sponsor-based service providers*

*Sponsor-based SPs can only utilize in <u>limited situations</u> where other funds (ie. contingency funds) are not available and must be <u>approved</u> by the DMH Area Housing Coordinator

Security Deposit Requirements

Required:

- DMHRSP voucher holder (tenant-based client or sponsor-based SP) with valid voucher (new or existing);
- Lease up in new unit (newly issued or relocation) approved for DMHRSP;
- Fully signed lease and VPC effective 12/1/2024 or later; and
- <u>Security Deposit Form</u> submitted to AA <u>before</u> completion of lease up



Massachusetts Executive Office of Housing and Livable Communities

DMHRSP SECURITY DEPOSIT FORM

dministering Agency Name:					
ate of Award/Voucher Issuar					
☐ Sponsor-based or	☐ Tenant-based				
Voucher Holder Name (Sponsor-based Service Provide or Tenant-based Participant)	r 				
Unit Address					
Property Owner Name					
Property Owner Address					
Security Deposit Amount	\$				

This letter confirms that the above-listed voucher holder has been issued a DMH Rental Subsidy Program (DMHRSP) voucher and is approved for the DMHRSP Security Deposit program. This voucher holder (either a sponsor-based service provider or a tenant-based participant) will be the tenant on lease. The above-listed administering agency intends to provide the security deposit in addition to ongoing monthly rental subsidy (equal to contract rent minus tenant's rent share) on behalf of the above-listed voucher holder.

Property Owner Terms

By accepting DMHRSP Security Deposit funds, the owner acknowledges and accepts the following terms:

- I certify that I am the property owner (or authorized agent for the owner) of the above listed unit.
- I understand that this award is contingent on approval of the above listed unit and contract rent by the administering agency per the standard DMHRSP program regulations and policies and on the completion of a fully signed DMHRSP lease (or owner's lease with DMHRSP addendum) and voucher payment contract.
- If the administering agency makes a security deposit payment on behalf of the tenant, I agree to

sponsor-based service provider or a tenant-based participant) will be the tenant on lease. The above-listed administering agency intends to provide the security deposit in addition to ongoing monthly rental subsidy (equal to contract rent minus tenant's rent share) on behalf of the above-listed voucher holder.

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- If the administering agency makes a security deposit payment on behalf of the tenant, I agree to
 comply with all landlord obligations in accordance with M.G.L., c.186 s. 15B. In accordance with said
 law, I will return any such security deposit, including any amounts paid on behalf of the tenant by the
 administering agency, to the tenant (either the sponsor-based service provider or the tenant-based
 participant, as listed above).
- If the administering agency pays a security deposit on behalf of the tenant but the tenant does not
 move into the above listed unit, I agree to return these funds to the administering agency.
- I understand that DMHRSP funds are to be used only for an approved security deposit that is not paid
 by other sources of financial assistance. I agree to notify the administering agency if I receive
 duplicative funds from another source. If the administering agency determines that the tenant has
 received security deposit assistance from another source, I agree to repay the duplicative assistance as
 directed by the administering agency.
- If I previously received any funds for security deposit directly from the tenant, I will return those
 duplicative payments directly to them.
- Nothing in this agreement precludes the owner/agent from using any and all remedies available under law, including the institution of eviction proceedings against the tenant, if the tenant fails to pay any future rent due after the date of this award or otherwise violates the terms of tenancy.

Security Deposit Requirements

Also:

- Only security deposit
 - First/last month only subsidy portion on usual schedule
 - Other moving/housing/tenancy costs not eligible
- No extra eligibility requirement
- Access multiple times during participation in DMHRSP with no blackout or waiting period
- No retroactive requests

Security Deposit Requirements

Also (continued):

- Upon lease termination, PO will return funds directly to tenant
 - Funds returned to tenant-based client are for their own use
 - Funds returned to sponsor-based SP should be used for DMHRSP clients' housing needs not otherwise covered by the program (ex. advance of tenant's portion of first month's rent or moving cost) in line with objectives of program. No approval or tracking required.

Security Deposit Process

1. Issuance

AA includes
 Security Deposit
 Form in PO packet
 at issuance

2. Submit

- PO completes
 RFLA and Security
 Deposit Form to
 submit to AA
- Sponsor-based requests must be approved by DMH Area HC via email

3. Review

 AA review and approve unit and provide leasing documents

Security Deposit Process (continued)

4. Leasing

- PO and Tenant returns signed leasing documents to AA
- AA releases all approved payments

5. Requisition

 AA requisitions to EOHLC for payments made

6. Return

 Upon lease termination, PO returns funds to Tenant

Security Deposit Requisition

In requisition system, AA enters:

- 1. Security deposit amount into the "Move In Fee" box
- 2. "[Security Deposit(s)] of [\$ Amount]" in "Comments" box

A	В	С	D	
Leased Vouchers	Subsidy Current Month (\$)	Retro/Others (\$) Enter Retro Amounts; Enter Issuance Transfer Fee in Retro Admin	Utility & Move in Fees (\$)	Comments Enter details of Issuance Transfer Fee, Security Deposits, and Other Retro
		Retro Subsidy: Retro Admin: Retro Services:	Move In Fees: \$2100 Utility Reimbursements:	Security Deposit of \$2100

Security Deposit Example A

- Tenant-based client with new voucher
- First month, last month, security deposit requested, but PO agrees to no last month, only tenant's portion of first month, and a full security deposit from AA paid after lease signing
- PO submits security deposit form with the unit request
- AA approves unit and provides leasing documents
- Client pays their portion of first month at lease signing
- AA receives signed leasing documents and releases security deposit along with first month's subsidy

Security Deposit Example B

- Southeast DMH office as SP and sponsor with no contingency funds
- SE Area HC approves request for security deposits on two new sponsor-based units with single PO
- Two sponsor-based clients approved and moved in
- A few months later, PO decides to remodel entire building and asks DMH to voluntarily relocate to another building and not require security deposits
- New units approved and leased, old units terminated
- PO returns security deposit directly to DMH as tenant. DMH uses it to cover moving trucks for both relocating clients.

Security Deposit Program

Questions



Utility Allowance Discontinuation



Utility Allowance Discontinuation

- For all new units, rent increases, and any contract rent review with effective dates 12/1/2024 or later
- Perform rent review as usual, but utility allowance no longer used when calculating maximum allowable rent (MAR)
- All other guidance and policies, including rent reasonableness and occupancy charge calculation, remains in effect

Utility Allowance Discontinuation

Example Situation

- One bedroom unit in Adams with some utilities included
- Newly issued one bedroom voucher
- Submitted 10/20/2024 and available as of 11/1/2024
- Requested contract rent \$1,270

For Lease Effective 11/1/2024

- FY25 FMR \$1,234, Utility allowance \$100
- Maximum allowable rent = (\$1,234 x 110%) \$100 = \$1,257
- Confirmed rent reasonable
- Approved alternative contract rent \$1,257

For Lease Effective 12/1/2024

- FY25 FMR \$1,234, Utility allowance removed \$0
- Maximum allowable rent = (\$1,234 x 110%) \$0 = \$1,357
- Confirmed rent reasonable
- Approved contract rent \$1,270

Utility Allowance Discontinuation Questions



Absence Policy



Absence Policy

Applies to:

- Any away or absence that occur on or after 12/1/2024
- Any away or absence that began before but continue past 12/1/2024
- Entirety of away or absence period that occurs, not just what occurs after 12/1/2024

Primary Residence

- Client's household must be actively occupying and living in DMHRSP unit as primary residence (760 CMR 5.03)
- Living or staying elsewhere, even if belongings in unit and paying occupancy charge, is being away
- Cannot be away for more than 30 days consecutively in any 12 month period without AA approval
- Frequent ongoing away periods will be addressed by DMH in timely manner to confirm unit is still primary residence

Unapproved Absence

- Abandoned unit when away for more than 30 days consecutively for unapproved reason
- Abandoned unit when away for approved reason for longer than approved time
- Frequent ongoing away periods or absences may be considered as not primary residence

Away

- Permitted to be away for less than 30days consecutively in any 12mo period without AA approval
- Must continue to occupy unit and pay occupancy charge
- Frequent ongoing away periods or absences must be reported to DMH to assess and confirm that still primary residence

Absence

Absence is when:

- Entire household unable to occupy unit for 30-90days
- With specific (even if approximate) return date within 90days
- For approved reason by AA
- For sponsor-based, only in situations where return to different unit would cause significant negative impact

Absence Reasons

Absences can be approved for:

- a) Hospitalization
- b) Inpatient treatment (ex. post surgery, substance abuse)
- c) Nursing and rehabilitation facilities (not hospice care)
- d) Disability-related reasons that would typically be approved by reasonable accommodation;
- e) Emergency that requires temporary relocation (ex. domestic violence, very limited situations for care and bereavement of a sick or elderly family member)
- f) Arrested but unable to pay bail, depending on the situation
- g) Other situations with very limited, one-time DMH Central Office written approval required

FY25 Guidance Updates (p8-10)

Absence Reasons

Absences cannot be approved for:

- h) Hospice care
- i) Living elsewhere, such as with family or friends
- j) Extended vacations

Absence Verification

- AA must complete due diligence and use discretion when verifying reason and time period of absence
- SP and clients responsible for providing verification with sufficient details to specify and support an approved reason and specific (even if approximate) end date

Absence Verification

Acceptable verification (dependent on situation) includes:

- <u>Service provider absence verification form</u>, both signed by SP and approved by DMH Area HC, as a form of healthcare provider verification (not for non-healthcare or non-disability related reasons)
- Hospital or facility admission or discharge report
- Letter or report from a healthcare provider who is directly treating or has first-hand knowledge of the situation

Absence Verification

Acceptable verification (continued):

- Statement or report from emergency personnel, inspector, court, law enforcement, or other authority with first-hand knowledge of the situation (ex. fire marshal's report, police report, court order, restraining order, domestic violence shelter or advocate letter, board of health or inspection report)
- Other documentation appropriate for other situations, at AA's discretion

Client Name

Service Provider Agency

Massachusetts Executive Office of Housing and Livable Communities

DMHRSP SERVICE PROVIDER ABSENCE VERIFICATION

- Barrier	
Service Provider Representative	
Unit Address	
☐ Sponsor-based or ☐ 1	Tenant-based
I am the above-named service provider/DMH case manager for the above-named client. I became aware on	
Click to enter the notice date the	at the above-named client will be out of the above-named DMHRSP unit
beginning <u>Click to enter start dat</u>	e and anticipate the client's return to the unit on Click to enter return
date [not to exceed 90 days] due to	a healthcare- or disability-related reason approved by the Department of
Mental Health (DMH). After coordi	nating with the client's clinical team and evaluating the reason for this
absence, I can confirm that it has be	een approved and supported by DMH. As this client's assigned case
manager and part of their clinical te	eam, I have first-hand knowledge of all of these facts and/or have
definitively verified this information	to be accurate with their healthcare provider who has first-hand
knowledge. I will notify the adminis	stering agency immediately of any change. I will also confirm the final
return date as it nears preferably w	with at least two (2) weeks' notice

Additionally, if this is a sponsor-based client, I understand that this client has the ability to return to the same or a different sponsor-based unit that is available upon their return. However, I am verifying that this client would experience a significant negative impact if they were to return to different sponsor-based unit upon their return and therefore, request that DMHRSP subsidy payments continue through the approved absence.

absence, I can confirm that it has been approved and supported by DMH. As this client's assigned case manager and part of their clinical team, I have first-hand knowledge of all of these facts and/or have definitively verified this information to be accurate with their healthcare provider who has first-hand knowledge. I will notify the administering agency immediately of any change. I will also confirm the final return date as it nears, preferably with at least two (2) weeks' notice.

Michigal Fledius (Divis). After Cooldinating with the Cheff 3 Chilles team and evaluating the reason for this

Additionally, if this is a sponsor-based client, I understand that this client has the ability to return to the same or a different sponsor-based unit that is available upon their return. However, I am verifying that this client would experience a significant negative impact if they were to return to different sponsor-based unit upon their return and therefore, request that DMHRSP subsidy payments continue through the approved absence.

Signed under the Penalties of Perjury.

Signature of Service Provider Representative (If typed, my typed name represents my signature.) Date

This form is only to be used for verifying a healthcare- or disability-related reason for absence and only when the service provider/DMH case manager has direct first-hand knowledge of the information being verified. This form should not be used for any non-healthcare or non-disability related reasons.

Additionally, the use of this form must be approved by the DMH Area Housing Coordinator by simple email. Please forward this signed form to your Housing Coordinator, who will then submit with their approval by email to the administering agency.

DMHRSP SERVICE PROVIDER ABSENCE VERIFICATION - Effective 12/1/2024

Page 1 of 1

Absence

- Absences of more than 30days must be reported and approved by AA
- For approved 30-90day absences, subsidy and occupancy charge continues as usual
- After 90days, in <u>very limited</u> situations and only with written approval of DMH Central <u>and</u> AA, single 30day extension can be requested and approved
- Reasonable accommodation can be requested at any time

Vacancy

- Typical vacancy is when client leaves unit permanently, including between two different clients in actively leased sponsor-based unit
- Abandoned unit or unapproved absence also treated as vacancy
- Frequent ongoing away periods or absences may be considered as not primary residence
- Payments suspended as of end date of approved absence or start date of unapproved absence; Tenant responsible for entire rent
- Lease and voucher may be suspended or terminated per specific tenant-based or sponsor-based guidance

Notification

SP and client must report within 3 business days to AA and HC when:

- suspect the client will or has permanently vacated the unit
- suspect the client will be absent from the unit for 30days or more consecutively
- suspect the client has frequent ongoing away periods or absences
- uncertain of how long the client may be away from the unit (even if think may be less than 30 days)
- encourage when away 2wks or more

It is far easier to be notified and not need to take subsequent action than to not be notified until much later and to need to resolve it retroactively.

Notification

- If expected away more than 90days, must submit as unapproved vacancy (not absence) at the start
- Absence policy cannot be applied to any portion and entire time away (including any period within 90 or 30days) cannot be paid
- Payments suspended on start date of unapproved absence; Tenant responsible for entire rent
- Lease and voucher may be suspended or terminated per specific tenant-based or sponsor-based guidance

Program Compliance

Even when approved away or absent from unit:

- Client must remain in contact and responsive to AA and SP at all times
- Still responsible for on time recertifications and program requirements
- Payment suspensions and terminations will still occur
- If accommodation is needed to remain compliant during absence, reasonable accommodation must also be requested

Absence Policy

Away <30days

- Administering agency approval not required
- Still considered residing in unit
- Subsidy and occupancy charge continues as usual

Absence 30-90days

- Administering agency approval required for approved reasons and a specific period of time between 30-90 days
- Subsidy and occupancy charge continues as usual

Vacancy >90days

- When more than 90 days or approved period, or for unapproved reasons
- Very limited extensions and reasonable accommodations possible
- May suspend payments and/or unit or voucher termination
- Sponsor-based service provider or tenant-based client responsible for entirety of contract rent during vacancy

Absence Policy Example B

- Absent due to scheduled surgery, hospitalized for 2wks, then discharged to home
- Initial period is within 30days away policy and acceptable
- Also request to stay with sister, who just had new baby, for 8wks following discharge
- Denied additional 8wks as more than 30days consecutively and not due to approved reason
- Instead, welcome to visit sister for shorter period at any time, as long as not away more than 30days consecutively

 FY25 Guidance Updates (p13-14)

Absence Policy Example C

- Sponsor-based client approved for 10wk absence due to inpatient rehabilitation following scheduled surgery
- Prior to absence, AA sent usual recertification notice to SP
- SP expects completed timely as usual and prepares to obtain all documents on client's behalf once client signs
- However, client fails to respond to repeated notices, even after completing rehabilitation and returning to unit
- Although absence approved, client now noncompliant
- Client must be exited from unit or sponsor-based voucher terminated from SP

 FY25 Guidance Updates (p13-14)

Absence Policy Example D

- Client involuntarily hospitalized with very limited outside contact for 6wks
- SP submits SP absence verification form with HC approval
- SP requests and AA approves 6wks disability related absence plus 10wk recertification extension as reasonable accommodation due to inability to reach hospitalized client and anticipated difficulty to complete once released
- Client returns to unit and completes recertification within approved time period

Absence Policy Questions



Tenant-based



Tenant-based Voucher Suspension

- Effective 12/1/2024
- Timing, reasons, and verification updated in line with absence policy, but procedures unchanged

Initiating the Suspension

Tenant-based vouchers may be suspended up to 1yr (12mos) total if:

- Already issued an active voucher, in good standing
- Entire household unable to occupy unit for >90days and unable to look for housing for set time period
- With specific (even if approximate) return date, not exceeding 1yr (12mos) total
- For approved reason by AA

Suspension Reasons

Suspensions can be approved for:

- a) Hospitalization
- b) Inpatient treatment (ex. post surgery, substance abuse)
- c) Nursing and rehabilitation facilities (not hospice care)
- d) Disability-related reasons that would typically be approved by reasonable accommodation;
- e) Emergency that requires temporary relocation (ex. domestic violence, very limited situations for care and bereavement of a sick or elderly family member)
- f) Arrested but unable to pay bail, depending on the situation
- g) Other situations with very limited, one-time DMH Central Office written approval required

FY25 Guidance Updates (p14-16)

Suspension Reasons

Suspensions cannot be approved for:

- h) Hospice care
- i) Living elsewhere, such as with family or friends
- j) Extended vacations

Suspension Verification

- AA must complete due diligence and use discretion when verifying reason and time period of absence
- Clients (with SP assistance) must request in writing and is responsible for providing verification with sufficient details to specify and support an approved reason and specific (even if approximate) end date
- SPs can request at behalf of client and with client's permission
- End date may be revised, as necessary, as long as total suspension time does not exceed 1yr (12mos)

Suspension Verification

Acceptable verification (dependent on situation) includes:

- <u>Service provider absence verification form</u>, both signed by SP and approved by DMH Area HC, as a form of healthcare provider verification (not for non-healthcare or non-disability related reasons)
- Hospital or facility admission or discharge report
- Letter or report from a healthcare provider who is directly treating or has first-hand knowledge of the situation

Suspension Verification

Acceptable verification (continued):

- Statement or report from emergency personnel, inspector, court, law enforcement, or other authority with first-hand knowledge of the situation (ex. fire marshal's report, police report, court order, restraining order, domestic violence shelter or advocate letter, board of health or inspection report)
- Other documentation appropriate for other situations, at AA's discretion

Tenant-based Voucher Suspension

- Lease must be terminated first
- If client does not vacate prior to suspension, client responsible for entire rent
- While suspended:
 - No payments
 - No new unit request
 - Cannot reissue voucher to another client

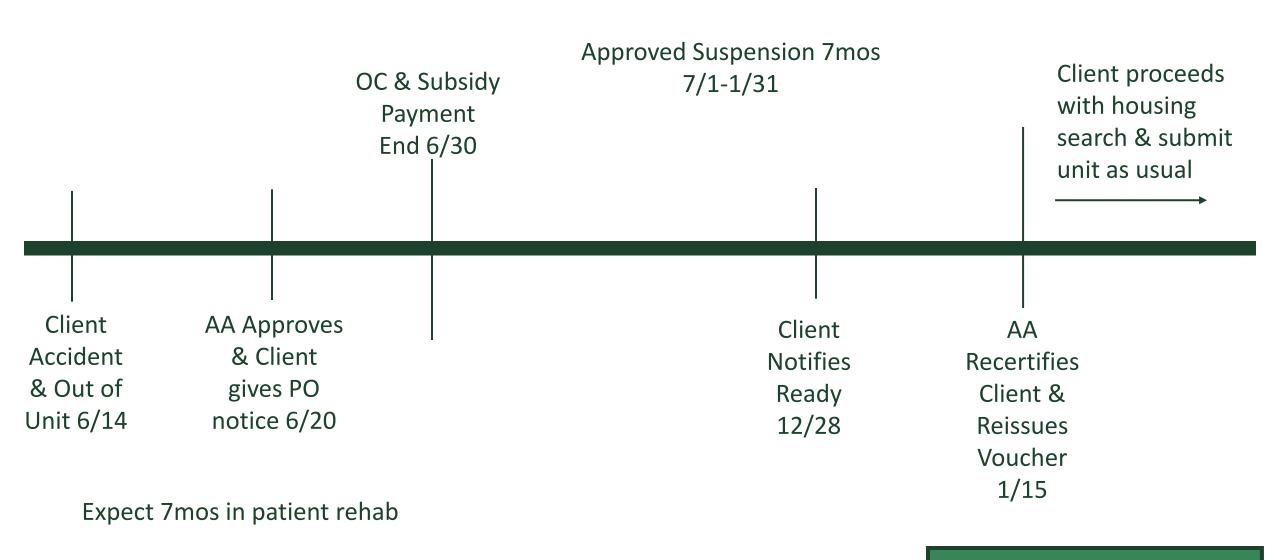
Reactivating following Suspension

- Prior to reissuing voucher:
 - No new eligibility review
 - Must recertify household composition and income
- Reissue following standard procedures
- If voucher cannot be reactivated before end of approved suspension, AA must terminate

Tenant-based Termination

- Prior to reissuing voucher:
 - No new eligibility review (except if subsequent cause or new members)
 - Must recertify household composition and income
- Reissue following standard procedures
- If voucher cannot be reactivated before end of approved suspension, AA must terminate

Voucher Suspension - Example



FY25 Guidance Update (p17)

Tenant-based Questions



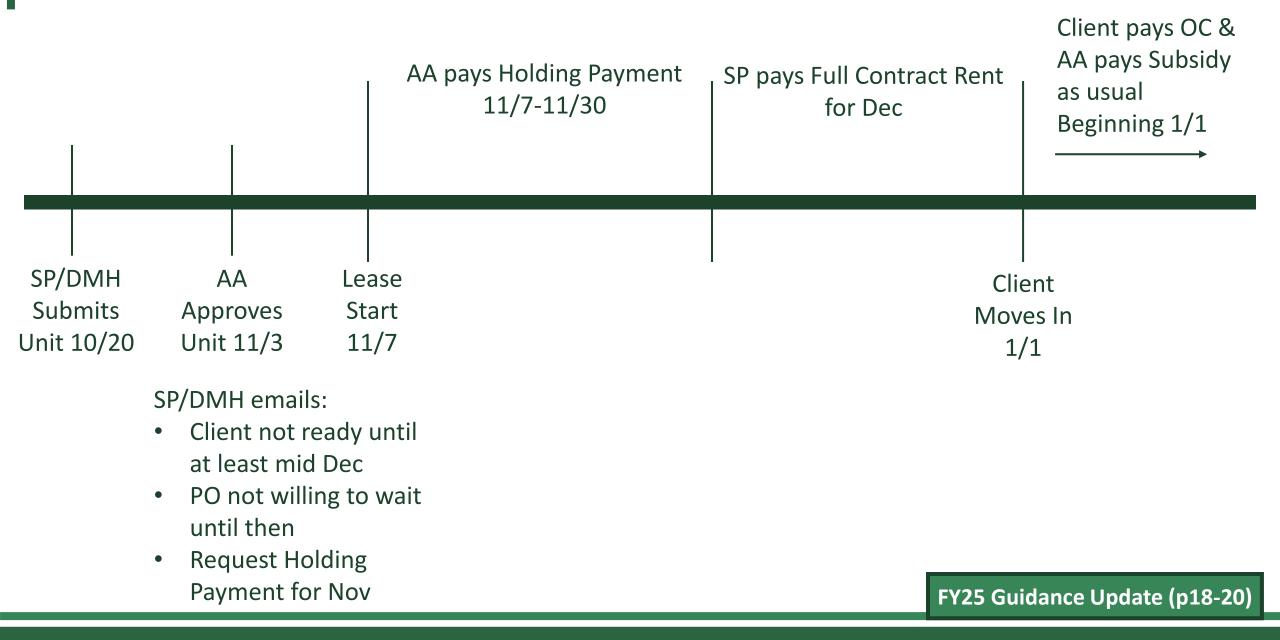
Sponsor-based



Holding Payment

- No change to existing policy (consolidated for convenience)
- New Sponsor-based Only Use Sparingly
- To "Hold" approved new unit where Client still under eligibility review, but will lose if not promptly leased up
- SP/DMH must notify and request to AA in writing
- Up to 1 month full contract rent for 1st month of lease only, paid promptly
- Then SP responsible for up to full contract rent
- SPs contact DMH for additional guidance

Holding Payment – Example B



Vacancy Payment

- No change to existing policy (consolidated for convenience)
- Existing sponsor-based only
- When one client <u>permanently</u> moves out of a unit with the intention of moving a <u>different</u> client into the unit while the unit remains <u>actively leased</u>
- SP must notify and request to AA in writing
- Up to 1 month full contract rent following vacancy
- Then SP responsible for up to full contract rent

Vacancy Payment

Eligible

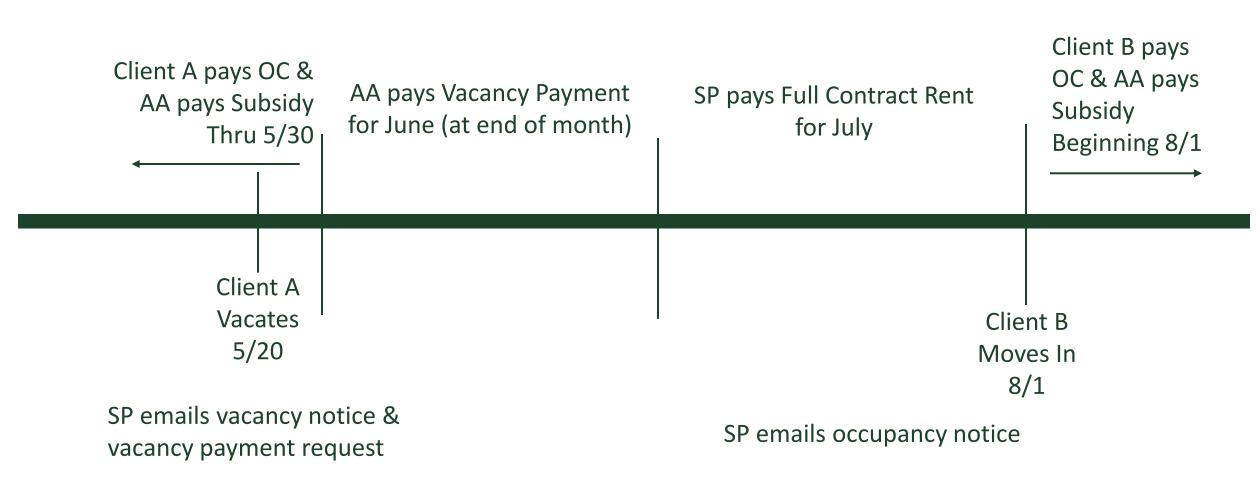
When one client <u>permanently</u> moves out of a unit with the intention of moving a <u>different</u> client into the unit while the unit remains <u>actively leased</u>

Not Eligible

- X When existing client not yet permanent moved out or intends to return
- X When no intention of moving in new client promptly
- X When lease being terminated

Vacancy Payment - Example





FY25 Guidance Update (p20-21)

Sponsor-Based Exit and Termination

- No change to existing policy
- Naturally occurring vacancy outside of holding payment policy and vacancy payment policy cannot be covered by DMHRSP
- Unapproved absences/vacancies and abandonment cannot be covered by DMHRSP

Vacancies Not Covered

- Naturally occurring vacancy outside of holding payment policy and vacancy payment policy cannot be covered by DMHRSP
- In sponsor-based, SP serves as tenant and sponsor/guarantor
- SP can continue to lease the unit under DMHRSP, but SP as sponsor/tenant is responsible for entire contract rent until approved occupancy occurs

Vacancies Not Covered

Option A

If able to submit and complete new client entry soon, the SP can pay full rent until AA approves new client and client moves in

Option B

If not going to be occupied after all, SP and DMH must obtain mutual termination with PO and request AA to terminate so that SP will not continue to pay full rent

Unapproved Absence

- Abandoned unit when away for more than 30 days consecutively for unapproved reason
- Abandoned unit when away for approved reason for longer than approved time
- Frequent ongoing away periods or absences may be considered as not primary residence
- DMHRSP payments cannot be made and SP is fully responsible for entire contract rent
- Results in termination of lease and voucher and/or termination of client's program participation

Unapproved Absence

Option A

- For most cases, if client not able to utilize program as intended for that time, SP should exit client from unit
- Able to refer again in future when ready
- Unit remains leased and available for next client

Option B

- If clinical needs outside DMHRSP requires client to remain in unit, SP may withdraw unit from their DMHRSP voucher
- SP uses other means to lease and pay for entirety of unit directly with PO
- Entire unit terminated, so any other residents need to be either relocated to other DMHRSP unit or exited from DMHRSP

Sponsor-based Questions



Additional Training

On the <u>State Programs Training Webpage</u>:

- All DMHRSP Guidance and Training
- DMHRSP Fair Housing Training Oct 2024
- DMHRSP FY24 Guidance Training Jan 2024
- DMHRSP Refresher Training Aug 2023

Q&A

- Effective 12/1/2024
- Tenant-based Voucher Expiration
- Security Deposit Program
- Utility Allowance Discontinuation
- Absence Policy

Department of Mental Health Rental Subsidy (DMHRSP) FY25 Guidance Updates Training



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