UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES, individually,
and on behalf of a class of similarly-situated
persons and entities,

Plaintiff,

v.

Case No. 2:23-cv-11645

Hon. Brandy R. McMillion
Mag. Kimberly G. Altman

CITY OF DETROIT,
a municipal corporation**,**

Defendant.

_____/

DEFENDANT CITY OF DETROIT'S ANSWER TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT PURSUANT TO FED. R. CIV. P. 56 ON THE ISSUE OF OBSTACLE PREEMPTION (ECF NO. 50)

For the reasons stated in further detail in the attached Brief, Defendant, the City of Detroit, requests that the Court deny Plaintiff's Motion for Partial Summary Judgment Pursuant to Fed. R. Civ. P. 56 on the Issue of Obstacle Preemption (ECF No. 50).

Respectfully submitted,

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Dated: January 28, 2025

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DEFENDANT CITY OF DETROIT'S BRIEF IN OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT PURSUANT TO FED. R. CIV. P. 56 ON THE ISSUE OF OBSTACLE PREEMPTION (ECF No. 50)

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STATEMENT OF THE ISSUES PRESENTED

I. Should the Court apply a presumption against preemption in cases such as this, alleging obstacle preemption?

The City answers "Yes."

II. Do the City's Covid Emergency Rental Assistance ("CERA") Program requirements, and more specifically, its "80/20" terms, stand as an obstacle to the accomplishment of the objectives of the Consolidated Appropriations Act of 2021 ("the CAA") and the American Rescue Plan Act ("ARPA") ("the Relief Acts")?

The City answers "No."

III. Did the City's CERA Program provisions serve the Relief Acts' primary purpose of promoting housing stability by preventing the eviction of thousands of renters?

The City answers "Yes."

IV. Did the City's CERA Program provisions prevent the distribution of CERA funds to eligible households?

The City answers "No."

V. Did the City's CERA program provisions unduly delay the processing of CERA applications and payment of CERA funds?

The City answers "No."

VI. Did the U.S. Treasury, MSHDA or HAND object to the City's CERA program provisions or seek to recover any CERA funds because of the City's CERA program provisions?

The City answers "No."

VII. Did the City's CERA program provisions violate the terms of the Relief Acts or federal guidelines regarding the Relief Acts?

The City answers "No."

VIII. Are there fact issues that would prevent the Court from ruling, as a matter of law, that the City's CERA program provisions stand as an obstacle to the accomplishment of the purposes of the Relief Acts?

The City answers "Yes."

STATEMENT OF MOST CONTROLLING AUTHORITY

In support of the City of Detroit's position that the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act ("the Relief Acts") grant considerable discretion to grantees regarding the purposes for which CERA funds may be used, the amount which may be spent or awarded for each purpose, the manner in which CERA applications may be processed and prioritized, and the conditions of payment which may be applied:

Consolidated Appropriations Act of 2021, 15 USCS § 9058a; American Rescue Plan Act, 15 USCS § 9058c; U.S. Treasury Department Frequently Asked Questions ("FAQs"), including but not limited to FAQs 11, 12, 15, 19, 31, 32 and 40.

In support of the City of Detroit's position that there is a strong presumption ***against*** preemption, especially where the challenged state or local law or regulation advances traditional police powers, such as health and safety requirements or landlord-tenant relationships:

Fenner v Gen Motors, LLC, 113 F4th 585, 594 (6th Cir. 2024), relying on *Medtronic, Inc. v. Lohr*, 518 U.S. 470, 485, 116 S.Ct. 2240, 135 L.Ed.2d 700 (1996); *Ammex, Inc v Wenk*, 326 F Supp 3d 472, 495 (ED Mich, 2018); *Loretto v. Teleprompter Manhattan CATV Corp.,* 458 U.S. 419, 440, 102 S.Ct. 3164, 73 L.Ed.2d 868 (1982) (stating in the context of a constitutional takings case, "[t]his Court has consistently affirmed that States have broad power to regulate housing conditions in general and the landlord-tenant relationship in particular[.]")

In support of the City of Detroit's position that the burden of establishing obstacle preemption is heavy:

Figueroa v Foster, 864 F3d 222, 235 (2d Cir. 2017); *Gayle v Pfizer Inc*, 452 F Supp 3d 78, 86–87 (SDNY, 2020)

In support of the City of Detroit's position that it is inappropriate to grant summary judgment on the issue of conflict preemption where there are factual issues in

dispute:

PPL Energyplus, LLC v Solomon, 2012 WL 4506528, at *10 (DNJ, 2012); *Norfolk S R Co v Box*, 2007 WL 1030320, at *1 (ND Ill, 2007); *Harris v CBS Corp*, 2012 WL 3236560, at *5 (ND Cal, 2012)

INTRODUCTION

This case involves two federally-funded discretionary programs to provide multiple types of "coronavirus emergency rental assistance" (or "CERA") funds to or on behalf of eligible tenant households under two separate but related federal statutes, the Consolidated Appropriations Act of 2021 ("the CAA") and the American Rescue Plan Act ("ARPA"). (The two statutes have been collectively referred to in this lawsuit as the Relief Acts"). Although one purpose of these Acts was to reduce or eliminate rent owed by tenants (thereby reducing evictions), which would have a collateral benefit to landlords, the Relief Acts were intended to benefit renters, not landlords; indeed, many types of assistance under the Acts would provide no benefit to landlords whatsoever, such as payment of tenants' bills for utilities, home energy costs and internet service, rental housing stability services, tenant counseling and tenant case management services.

Both the State of Michigan (through the Michigan State Housing Development Authority, or "MSHDA) and the City of Detroit established CERA programs which provided assistance to Detroit renters through funds received from the United States Treasury Department. The State of Michigan's CERA program was initially funded through the CAA, and later through ARPA. The City of Detroit received no funds under the CAA; its CERA program was funded only through

ARPA. Although both the State of Michigan and the City of Detroit had CERA programs, there was some overlap in regard to applications involving City of Detroit households. First, both programs were administered under separate contracts by the following three non-profit Housing Assessment and Resource Agencies ("HARAs"): (1) Wayne Metropolitan Community Action Agency ("Wayne Metro"); (2) United Community Housing Coalition ("UCHC"); and (3) the Heat and Warmth Fund ("THAW"). Second, documents under both programs were uploaded to a database established by MSHDA and tracked by MSHDA, and the HARAs used forms developed by MSHDA to process applications under both programs. Third, although the City did not possess or control the CAA funds provided under the MSHDA program, the HARAs processing applications under both programs applied terms and requirements developed by the City under its program to all applications involving Detroit renters.

Under the City's CERA program requirements, the HARAs calculated the maximum potential amount of rent that might be paid, but they did not automatically award 100% of this figure. Instead, as expressly permitted under Frequently Asked Questions ("FAQs") issued by the Treasury Department[1], the HARAs only awarded 80% of the maximum potential amount of rent (both past-due and future rent), unless

[1] See FAQ 11 and 19, ECF 29-4.

the rental unit had received a "Certificate of Compliance" from the City confirming that the unit met minimum health and safety standards, or a "Certificate of Compliance Exception" (the City's "80/20" program). Where the rental unit did possess a Certificate of Compliance or Exception, the HARAs awarded 100% of the maximum potential rent calculated.

All Detroit landlords participating in the two programs agreed to the City's 80/20 requirements, which were confirmed in settlement statements and/or in addenda to Conditional Orders of Dismissal entered in eviction lawsuits brought in the 36th District Court. (See, e.g., **Exhibits E, F** and **G**.)

Plaintiff, Laurence Wolf, a Detroit landlord, applied for CERA funds on behalf of some of his tenants. His applications were processed under the MSHDA CERA program with funds MSHDA had received under the CAA, rather than the City of Detroit's program, which was by supported by funds the City had received under ARPA. Because Plaintiff's rental properties did not have a Certificate of Compliance or Exception, the HARAs awarded and paid him 80% of the maximum potential past and future rent, placing 20 % of the maximum potential rent in escrow, which could be awarded if his properties came into compliance.

In his complaint, Plaintiff claims that the City's CERA program requirements (1) constitute an unlawful taking under the Fifth Amendment and (2) violate his

Fourteenth Amendment due process rights under 42 U.S.C. ¶1983.

In the present "Motion for Partial Summary Judgment Pursuant to Fed. R. Civ. P. 56 on the Issue of Obstacle Preemption," Plaintiff claims that, as a matter of law, the City's 80/20 requirements stand as an obstacle to the accomplishment of the purposes of the Relief Acts, and are therefore preempted and unlawful.

The Court should deny Plaintiff's motion for following reasons:

- The City's CERA program requirements did not frustrate the primary purpose of the Relief Acts – preventing tenants from being evicted.

- The City's requirements did not prevent the distribution of CERA funds to eligible households under either the CAA or ARPA – millions of dollars in funding was distributed.

- The City's CERA requirements did not unduly delay the distribution of CERA funds to eligible households – there were delays, as in other CERA programs around the country, but the delays were caused by other factors.

- Neither the Treasury Department, nor MSHDA, nor HAND objected to applying the City's CERA program requirements to applications involving Detroit households.

- The City's 80/20 provisions did not violate the Relief Acts or US Treasury FAQs, but were proper conditions of payment and prioritization provisions.

- The Court should grant the City summary judgment on the issue of obstacle preemption, but if it does not do so, questions of fact prevent the Court from granting summary judgment in Plaintiff's favor on this issue.

ANSWER TO PLAINTFF'S STATEMENT OF MATERIAL FACTS

1. The City admits the allegations contained in paragraph 1.

2. In response to paragraph 2, the City admits that Congress established two separate COVID rental assistance programs, but states that these were established through the Consolidated Appropriations Act of 2021, passed by Congress on December 21, 2020 ("the CAA")[2] and the American Rescue Plan Act of 2021 ("ARPA"). (See ECF Nos. 28-2 and 28-3.) The City will refer to these two statutes as "the Relief Acts," and will generally refer to COVID emergency rental assistance programs and funds under either of these statutes as "CERA programs" and "CERA funds," respectively. In further answer, the City states that the U.S. Treasury Department disbursed funds under the CAA (known as "ERA 1 funds" or "ERAP 1 funds") to the State of Michigan. The State, through the Michigan State Housing Development Authority ("MSHDA"), disbursed ERA-1 funds for the benefit of Detroit residents (and others) to the Homeless Action Network of Detroit ("HAND"). HAND disbursed ERA-1 funds to the following Housing Assessment and Resource Agencies ("HARAs"): (1) Wayne Metropolitan Community Action Agency ("Wayne Metro"); United Community Housing Coalition ("UCHC"); and

[2] The Coronavirus Aid, Relief, and Economic Security ("CARES") Act, passed on March 25, 2020, implemented a variety of programs to address issues related to the onset of the COVID-19 pandemic. The CAA continued many of these programs by adding new phases, new allocations, and new guidance to address issues related to the continuation of the COVID-19 pandemic. See https://home.treasury.gov/policy-issues/coronavirus/about-the-cares-act.

(3) the Heat and Warmth Fund ("THAW"), which were charged with administering the ERA-1 benefits to City of Detroit residents and others under terms and conditions approved by MSHDA and HAND. The City of Detroit itself never received these funds nor had direct control over them or the manner in which they were disbursed. (See Ex. A.)

The City of Detroit was a grantee or direct recipient of CERA funds later disbursed by the U.S. Treasury under ARPA, commonly referred to as "ERA-2" or "ERAP-2" funds. The City forwarded the majority of these funds to the HARAs identified above for distribution in accordance with the City's CERA program guidelines. (See Ex A.)

3. In response to the first sentence of paragraph 3, ***the City objects to Plaintiff's use of the term "qualifying landlords" (and the similar term, "Approved Landlords,") because this term is not contained in the Relief Acts or the Treasury Department's Frequently Asked Questions or other binding federal directives regarding CERA programs. Instead, the Relief Acts were designed to benefit Eligible Households, not landlords, and for this reason all of the eligibility requirements of the Relief Acts apply to Eligible Households, not to landlords***. In further answer to this sentence, the City admits that Under the Relief Acts, billions of rental assistance funds were provided directly to states and local governments

("Grantees") for distribution to utility providers, renters and to landlords for the benefit of renters. The City admits the allegations contained in the second sentence of paragraph 3. In response to the third sentence paragraph 3, the City admits that both the State of Michigan and the City of Detroit are grantees under the Relief Acts, but states that the City was a grantee under only one of the Relief Acts, ARPA, while the State of Michigan was a grantee under both of the Acts. (See **Ex. A**.) In further answer, the City states that the pleadings and documents referred to in this paragraph speak for themselves.

4. The City admits the allegations contained in paragraph 4.

5. The City admits the allegations contained in paragraph 5.

6. In response to paragraph 6, the City admits that the City was a Grantee under ARPA, utilizing local HARAs to facilitate distribution of CERA funds under ARPA to Eligible Households through the City's CERA program. The City denies that it was a grantee under the CAA or that it utilized HARAs to distribute CAA funds under MSHDA's CERA program because this is untrue. (See **Ex. A**.) In further answer, the City objects to Plaintiff's use of the term "fiduciary," because this is a legal conclusion, rather than a factual assertion. To the extent that an answer is required, the City denies this legal conclusion.

7. In response to paragraph 7, the City objects to Plaintiff's use of the term

"Approved Landlords," for the reasons stated above. In further answer, the City states that 15 U.S.C. §9058a(c)(2)(C)(i)(1) speaks for itself. In further answer, the City states that under ARPA, the stature under which the City received its CERA funding, "ERA2 does not require grantees to seek the cooperation of the landlord or utility provider before providing assistance directly to the tenant." (See U.S. Department of Treasury Emergency Rental Assistance Frequently Asked Questions, FAQ 12, ECF No. 28-4, most recently amended on March 5, 2024.

8. In response to paragraph 8, the City objects to Plaintiff's use of the term "Approved Landlords," for the reasons stated above. In further answer, the City admits that it used local HARAs to facilitate distribution of CERA funds under ARPA to eligible households, but denies that it used local HARAs to facilitate distribution of CERA funds under the CAA to any persons or entities. (See **Ex. A**.)

9. The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9, and therefore neither admits nor denies such allegations, leaving Plaintiff to its proofs.[3]

[3] In response to footnote 8 to Plaintiff's motion, the City objects to Plaintiff's use of the term "Approved Landlords," for the reasons stated above. In further answer, the City admits that the HARAs involved in this case are the Wayne Metropolitan Community Action Agency ("Wayne Metro") and the United Community Housing Coalition ("UCHC") – and also The Heat and Warmth Fund ("THAW") - but denies that Wayne Metro and UCHC at all times acted as the agents and representatives of the City in administering, distributing and withholding all CERA

10. In response to paragraph 10, the City states that Exhibit J to Plaintiff's motion and the other pleadings referred to in this paragraph speak for themselves.

11. In response to paragraph 11, the City objects to Plaintiff's use of the term "Approved Landlord," for the reasons set forth above. In further answer, the City admits that Plaintiff applied for CERA funding on behalf of tenants in his building, that these applications were processed under the MSHDA/HAND/HARA CERA program and funding source (the CAA), rather than the City of Detroit/HARA program and funding source (ARPA) and that, on information and belief, awards were made by the HARAs, usually, if not always, in the amount of 80% of rent owed by the tenant, plus other eligible amounts (court costs, etc.).[4]

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funds. In further answer, the City states that MSHDA received CERA funds from the U.S. Treasury Department under the CAA, which it forwarded to the Homeless Action Network of Detroit ("HAND"), which forwarded them to the HARAs, to be distributed according to MSHDA and HAND's directives. The City only received CERA funds under ARPA. Therefore, it had no control over the manner in which funds under the CAA were distributed. (See **Ex. A**.) The City denies that Plaintiff or any other landlord had a "vested property right" to receive CERA funds under either of the Relief Acts. The City concedes that this Court, in its September 12, 2024 Opinion and Order (ECF No. 41), ruled that Plaintiff had *alleged* a property interest in CERA funds, but the Court expressly indicated that "the City can show that [Wolf was not awarded 100% of the rent owed by its tenants] at the summary judgment or trial stages of this litigation." Id. at PageID.1271. To the extent that the City has not responded to any other factual allegation or legal conclusion stated in this footnote, these are denied.

[4] The City denies the allegations contained in footnote 9 to Plaintiff's brief.

12. The City denies the allegations contained in paragraph 12. In further answer, the City states that the statutory provisions and pleadings referred to in this paragraph speak for themselves.

13. In response to paragraph 13, the City states that Plaintiff's Exhibits I and K and the pleadings referred to in this paragraph speak for themselves. In further answer, the City states that because the City did not receive any CERA funds from MSHDA, it was not bound by MSHDA's CERA guidance. (See **Ex. A.**)

14. In response to paragraph 14, the City states that the U.S. Treasury Department's Emergency Rental Assistance Frequently Asked Questions speak for themselves. In further answer, the City denies that its CERA program requirements violated the Relief Acts or FAQs issued thereunder.

15. In response to paragraph 15, the City objects to Plaintiff's use of the term "Approved Landlords," for the reasons stated above. In further answer, the City denies that the conditions of its CERA program contravened Treasury guidelines, or that Plaintiff or others in Plaintiff's proposed Class were "awarded" or "entitled to" funds which they were not paid because these statements are untrue. In further answer, the City states that Exhibit M and all other pleadings or documents referred to in this paragraph speak for themselves.

16. In response to paragraph 16, the City objects to Plaintiff's use of the

term "Approved Landlords," for the reasons set forth above. In further answer, the City states that its CERA program requirements are set forth in ECF No. 28-6 and Exhibit M to Plaintiff's brief, which speak for themselves. In further answer, the City admits that the provisions of its CERA program were designed to ensure that leased premises complied with City health and safety requirements. In further answer, the City states that all other pleadings or documents referred to in this paragraph speak for themselves.

17. In response to paragraph 17, the City objects to Plaintiff's use of the term "Approved Landlord" for the reasons set forth above. In further answer, the City states that under its CERA program requirements, which applied to funds the City had received under ARPA and forwarded to the HARAs, if a rental property did not have a Certificate of Compliance or an accepted certificate of compliance exception, the HARAs would award only 80% of the calculated rent owed by the tenant, and place the remaining 20% of this figure into an escrow account, which could later be awarded and paid to the landlord on behalf of its tenant if the landlord obtained a Certificate of Compliance or an accepted Certificate of Compliance Exception. In further answer, the City states that all pleadings and documents referred to in this paragraph speak for themselves.

18. In response to paragraph 18, the City objects to Plaintiff's use of the

term "Approved Landlords," for the reasons set forth above. In further answer, the City denies that any landlords were "entitled to" full payment under the Relief Acts because this is untrue. In further answer, the City denies that the requirement that the remaining 20% of maximum potential ARPA funds would not be awarded and released unless the Rental Property received either a Certificate of Compliance or a rental registration certificate and an accepted Certificate of Compliance Exception was "elusive" or that the City could not provide these even if landlords had timely applied for them because these statements are untrue. (See Declaration of Julie Fowler, attached as **Exhibit D;** Phillips Dec, **Ex. B**.) In further answer, the City states that Plaintiff's Exhibits G and Q speak for themselves. In further answer, the City denies that Exhibits G and Q show that "the City was only able to issue approximately 2200 CoCs in the span of a year not impacted by the pandemic because it is untrue. Instead, these documents show that landlords routinely failed to even attempt to obtain a Certificate of Compliance or failed or refused to take actions necessary to obtain a Certificate of Compliance. (See Declaration of Julie Fowler, attached as **Exhibit D**; Dec. of Ted Phillips, **Ex. B**.) In further answer, the City states that all other pleadings and documents referred to in this paragraph speak for themselves.

19. In response to paragraph 19, the City objects to Plaintiff's use of the

term "Approved Landlords" for the reasons set forth above. The City denies the remaining allegations in this paragraph as untrue. In further answer, the City admits that Detroit landlords who applied for CERA funding on behalf of their tenants under either the CAA or ARPA voluntarily agreed to the City's conditions through settlement statements or Conditional Orders of Dismissal.[5] See Declarations of Chelsea Neblett, Ted Phillips and Mallory Hoppe, attached as **Exhibits A**, **B** and **C; and Exhibits E, F and G**.) In further answer, the City states that all pleadings and documents referred to in this paragraph speak for themselves.

20. In response to paragraph 20, the City objects to Plaintiff's use of the term "Approved Landlords" for the reasons stated above. In further answer, the City states that all the pleadings and documents referred to in this paragraph speak for themselves. The City denies the remaining allegations in this paragraph as untrue. In particular, the City denies that the landlords were unable to obtain C of Cs. (See Declaration of Julie Fowler, attached as **Exhibit D**; **Ex. B**.)

21. In response to paragraph 21, the City objects to Plaintiff's use of the

[5] In response to footnote 10, the City objects to Plaintiff's use of the term "Approved Landlords" for the reasons set forth above. In further answer, the City states that all pleadings and documents referred to in this paragraph speak for themselves. The City denies the remaining allegations contained in this footnote as untrue.

term "Approved Landlords" for the reasons set forth above. The City denies the remaining allegations in this paragraph as untrue.[6]

To the extent that the City has failed to admit or deny any specific allegation in its responses to paragraphs 1 to 21 of Plaintiff's Brief in Support of Motion for Partial Summary Judgment Pursuant to Fed. R. Civ. P. 56 on the Issue of Obstacle Preemption, the City denies such allegations as untrue.

CITY OF DETROIT'S COUNTER-STATEMENT OF FACTS

I. The CARES Act and the Relief Acts.

1. In response to the COVID crisis which began in 2020, Congress passed several acts to provide relief to renters impacted by the outbreak. First, Congress passed the Coronavirus Aid Relief and Economic Security Act ("the CARES Act"), 42 U.S.C. §801 et seq. in 2020. The CARES Act provided state and local governments with discretionary funding to provide financial assistance to workers, families (including renters) and businesses impacted by the pandemic.

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[6] In response to footnote 11, the City objects to Plaintiff's use of the term "Approved Landlords" for the reasons stated above. In further answer, the City admits, on information and belief, that it did not issue any "Temporary CoCs," during the period in which its CERA program was operating, but states that there is no evidence that any landlord participating in the City's CERA program ever requested a Temporary CoC. The City denies the remaining allegations contained in footnote 11 because they are untrue. In particular, the City denies that it was impossible for landlords to obtain C of Cs. (See Declaration of Julie Fowler, attached as **Exhibit D**, Declaration of Ted Phillips, **Ex. B**.)

Congress followed up with two related funding statutes. First, the Consolidated Appropriations Act of 2021, 15 USCS § 9058a ("CAA"), extended the discretionary funding initially provided by the CARES Act, and provided billions of additional dollars to assist "eligible households" affected by the pandemic. Second, Congress enacted the American Rescue Plan Act ("ARPA"), which at 15 USCS § 9058c provided additional funding to state and local government for distribution to or on behalf of eligible households. In this lawsuit, Plaintiff has referred to the CAA and ARPA as "the Relief Acts." (See ECF Nos. 28-2 and 28-3.)

2. Funds available under both of the Relief Acts were known generally as Covid Emergency Rental Assistance Funds ("CERA" or "ERA" funds) and were made available through two separate tranches of funding. The first round of CERA funds ("ERA-1"), was authorized through the CAA; the second round of funding ("ERA-2") was authorized by ARPA.

3. The federal CERA programs were administered by the U.S. Department of Treasury. Under the Relief Acts and Treasury guidelines, the federal government provided CERA funds to states and municipalities ("Eligible Grantees"), which could make payments directly to eligible households or forward such funds to subrecipients, or "Housing Assessment and Resource Agencies" ("HARAs"), to administer the program and distribute the CERA funds to eligible

households.

4. Although the CAA and ARPA were closely related, the two Acts contained slightly different terms and provisions, and "Grantees" did not necessarily receive funding under both of the Acts.

5. The City was not a grantee or direct recipient of CERA funds the U.S. Department of Treasury disbursed under CAA, commonly referred to as ERA-1 or ERAP-1 funds, and therefore did not control the manner in which CAA funds were distributed. (See Declaration of Chelsea Neblett, attached as **Exhibit A**.)

6. Instead, the Treasury Department disbursed ERA-1 funds to the State of Michigan. (See **Exhibits A**, **B** and **C**.) The State, through the Michigan State Housing Development Authority ("MSHDA"), disbursed ERA-1 funds for the benefit of Detroit residents (and others) to the Homeless Action Network of Detroit ("HAND"). (See **Exhibits A**, **B** and **C**.)

7. HAND disbursed ERA-1 funds to the following HARAs: (1) Wayne Metropolitan Community Action Agency ("Wayne Metro"); United Community Housing Coalition ("UCHC"); and (3) the Heat and Warmth Fund ("THAW"), which were charged with administering the ERA-1 benefits to City of Detroit residents and others under terms and conditions approved by MSHDA and HAND. (See **Exhibits A**, **B** and **C**.) The City of Detroit itself never received these funds nor

had direct control over them or the manner in which they were disbursed. (See **Ex. A**.)

8. The City of Detroit was a grantee or direct recipient of CERA funds later disbursed by the U.S. Treasury under the American Rescue Plan Act ("ARPA"), commonly referred to as ERA-2 or ERAP-2 funds. (See **Ex. A**.) The City forwarded the majority of these funds to the HARAs identified above for distribution in accordance with the City's CERA program guidelines. (See **Ex. A**.)

9. The State of Michigan was also a grantee or direct recipient of ERA-2 funds disbursed under ARPA from the Treasury Department. The State, through MSHDA, again allocated ERA-2 funds to benefit City of Detroit residents (and others) by forwarding these to HAND, which forwarded such funds to the HARAs identified above, which disbursed such funds in the same manner followed regarding ERA-1 funds. (See **Ex. A**.) The City of Detroit did not receive these ERA-2 funds or have direct control over them or the manner in which they were disbursed. (See **Ex. A**.)

II. Purpose of the Relief Acts.

10. Contrary to Plaintiff's argument, the Relief Acts ***were intended to benefit tenants, not landlords***. As the United States Treasury Department's summary of its Emergency Rental Assistance Program (home.treasury.gov/policy-

issues/coronavirus/assistance-for-state-and-tribal-governments/emergency-rental-assistance-program) stated, CERA funding was intended "to assist ***eligible households*** with financial assistance, provide housing stability services, and as applicable, to cover the costs for other affordable rental housing and eviction prevention activities." Although some documents describe the purpose of the Relief Acts as also aiding landlords, this was only an incidental or collateral benefit of providing assistance to Eligible Households.

III. Key Provisions of the Relief Acts.

11. As noted above, this case involves two different federal statutes related to the CARES Act: the Consolidated Appropriations Act of 2021 ("the CAA"), 15 USCS § 9058a (see ECF No. 28-2), and the American Rescue Plan Act ("ARPA"), 15 USCS § 9058c (see ECF No. 28-3) ("the Relief Acts").

A. The Consolidated Appropriations Act of 2021 ("CAA").

12. The Consolidated Appropriations Act of 2021, 15 USCS 9058a, enacted March 11, 2021, was intended to provide assistance to "eligible households[7].

[7] Because the CAA and ARPA were focused on and intended to benefit renters, not landlords, neither of these Acts contained the term "Approved Landlord," which Plaintiff has used throughout his briefs and other pleadings in this case. The Acts do not refer to "Approved Utility Provider" or "Approved Internet Provider" either, even though these entities were also incidental beneficiaries of the CERA progams.

This term was defined to include a household where (1) one or more individuals were required to pay rent; (2) where one or more individuals has qualified for unemployment benefits or experienced a reduction in income, significant costs or financial hardship due to Covid-19; (3) where one or more individuals can demonstrate a risk of homelessness or housing instability; and (4) where the household's income is less than 80% of the area median income. 15 U.S.C. §508a(k)(3)(A).

13. Under the CAA, funds were to be distributed to "eligible grantees," such as states and local governments (15 U.S.C. §508a(k)(2)), which could distribute the funds directly for eligible households, or enter into agreements with other entities (sub-grantees) to distribute the funds.

14. Under the CAA, grantees were not required to use all – ***or even any*** - CERA funds for rent and rental arrears, as Plaintiff implies. Rather, grantees had broad discretion to use such funds for any one of three main purposes:

> **(1) financial assistance to eligible households**, which included not only rent and rental arrears, but utilities and home energy costs and arrears and "other expenses related to housing" incurred due to the COVID outbreak (15 U.S.C. ¶9058a(c)(2));
>
> **(2) housing stability services**, such as case management and other services relating to the COVID outbreak (15 U.S.C. ¶9058a(c)(3)); or
>
> **(3) administrative costs** (15 U.S.C. ¶9058a(c)(5)).

15. The CAA granted significant discretion to grantees over all other aspects of the CERA program. For example:

- Grantees had to use at least 90% of CERA funds to provide financial assistance to eligible households, but had discretion to use a higher percentage if desired. (15 U.S.C. §9058a(c)((2)(A));

- Grantees could provide funds for up to 15 months, but could choose a shorter period if they desired. (15 U.S.C. §9058a(c)((2)(A));

- Grantees could use up to 10% of CERA funds for housing stability services, but could choose a lesser percentage if they desired. (15 U.S.C. §9058a(c)(3))

- Grantees could set priorities among which eligible households would be paid and in what order (15 U.S.C. §9058a(c)(4)(B)), but the Act did not mandate what factors could or must be considered or what percentage of funding could be provided to which prioritized class(es).

- Grantees could use up to 10% of CERA funds for administrative expenses, but could choose a lower percentage if they desired. (15 U.S.C. §9058a(c)(5))

- The CAA did not specify what procedures, personnel or documents would be used to process CERA applications.

B. The American Rescue Plan Act ("ARPA").

16. ARPA, the statute under which the City received its CERA funding, authorized additional funding to eligible grantees under similar conditions. As under the CAA, assistance was intended to benefit "eligible households," which were defined to include a household where (1) one or more individuals were required to pay rent; (2) where one or more individuals has qualified for unemployment benefits or experienced a reduction in income, significant costs or financial hardship

due to Covid-19; (3) where one or more individuals can demonstrate a risk of homelessness or housing instability; and (4) where the household was a low-income family, as the term was defined in 42 U.S.C. §1437a(b).

17. Like the CAA, ARPA reserved significant discretion to grantees. CERA funds were not required to be used for rent payments; instead, grantees could use these funds for any following four main purposes:

> **(1) financial assistance to eligible households**, which included not only rent and rental arrears, but utilities and home energy costs and arrears and "other expenses related to housing" (15 U.S.C. ¶9058c(d)(1)(A));
>
> **(2) housing stability services**, such as case management and other services "intended to keep households stably housed." (15 U.S.C. ¶9058c(d)(1)(B));
>
> **(3) administrative costs** (15 U.S.C. ¶9058c(d)(1)(C)); and
>
> (4) "**Other affordable rental housing and eviction prevention services**." (15 U.S.C. ¶9058c(d)(1)(D))

18. Again, ARPA granted grantees with discretion to determine which types of purposes they would use the funding for and what percentage or amount they would use for each:

- Grantees did not have to use at least 90% of CERA funds to provide financial assistance to eligible households, as under the CAA, but could choose what percentage to devote to this purpose. (15 U.S.C. §9058c(d)((1)(A));
- Grantees could provide funds for up to ***18 months,*** but had discretion to choose a shorter period if they desired. (15 U.S.C. §9058c(d)(1)(A)(i);
- Grantees could use up to 10% of CERA funds for housing stability services,

but could choose a lesser percentage if they desired. (15 U.S.C. §9058c(d)(1)(B))

- The Act did not require prioritization of payments, but did not prohibit this either.

- Grantees could use up to ***15%*** of CERA funds for administrative expenses, but could choose a lower percentage if they desired. (15 U.S.C. §9058c(d)(1)(C))

- Grantees were permitted to use any funds that were unobligated on October 1, 2022 for purposes in addition to those described above, as long as (i) they were for affordable rental housing and eviction prevention services serving "very low-income" families as defined in 42 U.S.C. 1437a(b), and (ii) prior to obligating funds for such purposes, the grantee had obligated at least 75% of the total funds the grantee had been allocated, but they were not required to do so. (15 U.S.C. §9058c(d)(1)(C))

- Like the CAA, ARPA did not specify what procedures, personnel or documents would be used to be used to process CERA applications.

19. In U.S. Department of Treasury Emergency Rental Assistance Frequently Asked Questions, FAQ 12, ECF No. 28-4, the federal government described one important difference between the CAA and ARPA as follows:

> ERA2 does not require grantees to seek the cooperation of the landlord or utility provider before providing assistance directly to the tenant.

20. The U.S. Department of Treasury Emergency Rental Assistance Fact Sheet, May 7, 2021 (ECF No. 51-3), also confirmed this, stating:

> [ARPA] **Allows – For the First Time – Offers of Assistance Directly to Renters First.** While rental assistance programs under the initial Emergency Rental Assistance Plan – ERA1 – required an offer of assistance to landlords *before* reaching out to renters, today the Biden-Harris Administration has

> made clear that the new funds from the American Rescue Plan (ERA2) can be used to provide assistance to renters first and immediately.

Also see National Low Income Housing Coalition Frequently Asked Questions (July 12, 2022) (**Exhibit H**) ("ERA2 programs can offer direct-to-tenant assistance first and immediately - these programs are not required to go to landlords beforehand.")

IV. U.S. Treasury Department FAQs.

21. To provide guidance regarding the Relief Acts, the U.S. Department of Treasury issued at least 46 answers to "Frequently Asked Questions," or "FAQs." (See ECF No. 51-2.)

22. Like the Relief Acts themselves, the Treasury FAQs show that grantees such as the City of Detroit were granted considerable discretion in determining how much CERA funds would be used for which purposes. Most importantly, for the purposes of the present lawsuit, FAQ 11 confirmed that grantees had discretion to award less than 100% of the rent owed by a tenant. This FAQ stated:

> 11. Must a grantee pay for all of a household's rental or utility arrears?
>
> No. The full payment of arrears is allowed up to the limits established by the statutes, as described in FAQ 10 above. A grantee may structure a program to provide less than full coverage of arrears. Grantees are encouraged to consider whether payments of less than the full amount of arrears may result in a significant disincentive for landlord participation in the ERA program. (Emphasis added.)

23. This FAQ confirms that grantees had discretion to determine how much – if any – of available CERA funds would be awarded to pay for rental arrears owed

to landlords. This FAQ flatly contradicts Plaintiff's position in this case that the City was required to pay 100% of all rent owed by Plaintiff's tenants who were eligible for the CERA program. (ECF No. 51-2.)

24. In the same vein, FAQ 19 stated:

> 19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?
>
> Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. For ERAl, the limitations in section 50l(c)(2)(B) of Division N of the Consolidated Appropriations Act, 2021, limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs. (Emphasis added.)

25. In other words, this FAQ confirmed that grantees could use CERA funds to pay for utility costs or energy costs, while awarding ***none*** of the funds for unpaid rent. (ECF No. 51-2.)

V. The State of Michigan's CERA Program.

26. The U.S. Department of Treasury forwarded the first tranche of CERA funds authorized under the CAA to the State of Michigan in early 2021, which in turn, through the Michigan State Housing and Development Authority ("MSHDA"), forwarded such funds to local municipalities or HARAs. MSHDA sent no funds to the City of Detroit. (See **Ex. A, B and C**.)

27. Because the City received its CERA funding directly from the U.S.

Treasury Department, rather than through MSHDA or HAND, the City was not bound by MSHDA's program requirements. MSHDA was also not required to comply with the City of Detroit's CERA guidelines. (Neblett Dec., **Ex. A**.)

28. Like the federal government, MSHDA left much of the details of the grantees' CERA programs to be developed by the grantees themselves. MSHDA's guidelines did not specify which types of permissible purposes grantees could spend CERA funds on, what percentages of funding must be spent on what permissible purposes, or how grantees might prioritize payments among eligible households. (See MSHDA CERA Guidelines, ECF No. 28-5.)

VI. Detroit's Pre-Covid Regulations Regarding Rental Properties.

29. Neither the CARES Act nor the Relief Acts prohibited grantees from enforcing their health and safety regulations relating to rental properties. Indeed, even if these federal statutes had made reference to local code requirements, there is a presumption that local health and safety regulations are not to be supplanted by the federal government unless preemption is "the clear and manifest purpose of Congress." *See CSX Transp., Inc. v. Easterwood,* 507 U.S. 658, 663–64, 113 S.Ct. 1732, 123 L.Ed.2d 387 (1993).

30. In Detroit, two local code requirements are relevant to this case. First, Section 8-15-81(a) of the Detroit City Code requires that the owners or agents of any

rental property are required to register such dwelling with the City's Buildings, Safety Engineering, and Environmental Department ("BSEED") and obtain a ***Certificate of Registration of Rental Property*** from BSEED. Second, Section 8-15-82 of the Detroit City Code provides that "it shall be unlawful for an owner to allow any unoccupied rental property to be occupied, or to collect rent from a tenant for occupancy of a rental property, during or for any time in which there is not a valid ***Certficate of Compliance*** for the rental property." A landlord may obtain a certificate of compliance if an inspection by BSEED, the United States Department of Housing and Urban Development or any other governmental agency, or by an authorized third-party inspection company shows that the unit complies with BSEED's basic health and safety standards and requirements. (See Detroit City Code, Sections 8-15-82(b) and 8-15-84, Dec. of Julie Fowler, **Ex D**.)

VII. **The Detroit CERA Program.**

31. In crafting its CERA program, the City was mindful that under its existing code requirements (§§ 8-15-81(a) and 8-15-82), no property could be lawfully rented unless the property was properly registered with the City as a rental property and had a certificate of compliance confirming it was safe and habitable. (See Declaration of Chelsea Neblett, **Ex. A**.)

32. The City also recognized that the overarching purpose of the Relief

Acts was to promote rental housing stability, and that assuring rental properties had been inspected and received certificates of compliance and rental registration certificates would serve this purpose, since allowing unsafe or uninhabitable rental properties would cause renters to voluntarily or involuntarily vacate such properties, causing housing instability. (See Declaration of Chelsea Neblett, **Ex. A**.)

33. The City was also aware that the Relief Acts and the Treasury FAQs provided grantees with broad discretion to determine the purposes for which CERA funds would be spent (many of which would have no financial benefit to landlords), how much would be spent on each permissible purpose, and how applications and payments to eligible households would be prioritized and processed. (See Declaration of Chelsea Neblett, **Ex. A**; ECF Nos. 28-2, 28-3, 51-2.)

34. The key elements of the City's CERA program were as follows:

- If the tenant met all CERA eligibility requirements and the Rental Property had either (1) an active Certificate of Compliance from BSEED ("C of C") or (2) a rental registration certificate and an accepted CoC Exception, 100% of the potential rental payments (as calculated by the HARA) would be released.

- If the Rental Property was habitable, and there was no C of C or rental registration certificate and accepted C of C Exception, 80% of the potential rental payments as calculated by the HARA would be released to the landlord, and 20% of the funds would be paid into an escrow account (***the "80/20" requirement"***).

- The 20% of funds held in escrow could be released to the landlord if (1) the Rental Property obtained a C of C or an accepted C of C CERA Exception; or (2) the landlord completed repairs to the Rental Property in an amount equal

to or greater than the 20% escrowed amount.

- If the Rental Property did not have a C of C or C of C Exception, and the property was considered uninhabitable according to MSHDA rules, 50% of the potential rental payments calculated by the HARA would be released to the landlord, while the other 50% would be held in escrow until the habitability issue was resolved. If the habitability issue was resolved, the HARA would either initiate the "80/20" process or pay the full remaining 50%, if the property met the other requirements set forth above.

(See summary of City of Detroit CERA program, ECF No. 28-6; ECF No. 50-2; **Ex A**, **B** and **C**.)

35. The C of C Exception applied in the following situations:

- Where the rental unit complied with standards of the U.S. Department of Housing and Urban Development (HUD) by receiving a Housing Quality Standards (HQS) Housing Choice Voucher, or an active passing Real Estate Assessment Center (REAC) score[8] for publicly assisted housing; or

- Where BSEED acknowledged in writing that the property was effectively in compliance, and the lack of a C of C was due to factors unrelated to the conditions of the property; or

- Where the landlord and tenant mutually agreed that the condition of the property was of a high standard and that all parties desired to proceed without interruption.

(See ECF No. 28-6; ECF No. 50-2; Declaration of Chelsea Neblett, Ex. A.)

[8]A REAC score is a numerical evaluation of a property's condition, ranging from 0 to 100. The score is based on a physical inspection by a HUD-certified inspector who assesses the property's safety, cleanliness, structural integrity, and overall livability. A score of 60 is deemed a passing score. (See Declaration of Chelsea Neblett, attached as **Exhibit A**.)

VIII. Other CERA Programs Having Requirements Similar to the City of Detroit's CERA Program.

36. The City's 80/20 condition was not unique. Other emergency rental assistance programs around the country also required landlords to waive a portion of rent owed as a condition of participation. For example:

- In King County, Washington, landlords received only 80% of rent owed and were required to waive the remaining 20%. (See National Low Income Housing Coalition (NLIHC) "Updates on Treasury Emergency Rental Assistance Programs, Landlord Requirements," attached as **Exhibit I**.) This analysis noted that approximately 24% of CERA programs required some concessions by landlords, and that "Twenty-seven percent of programs with landlord concessions require landlords to accept a decreased payment amount, with the remaining portion of rent to be forgiven by the landlord."

- The NLIHC report entitled "Best Practices for State and Local Emergency Rental Assistance Programs," (attached as **Exhibit J**) also states, at page 9:

  "Approximately one in four emergency rental assistance programs in NLIHC's database ask landlords for additional requirements or concessions beyond accepting payment from the program. These requirements can include:
  - Additional unit inspections;
  - Accepting a fraction (ex: 80%) of rent as payment-in-full;
  - Forgiving back rent not covered by the program;
  - Waiving late fees; and/or
  - Promising not to move forward with an eviction for a specified length of time."

- In Maryland, the state CERA program provided, under the heading "Landlord Concessions," that:

  "Landlords receiving payments directly from the program must agree to the following minimum requirements a part of the application:

> Landlord Rent Arrears Forgiveness . . . [Counties] May require owners to forgive portion of rent arrears up to 20%." (See **Ex. K**.)

- Under California's CERA program, landlords were required to waive 20% of rent owed. (See "CA Covid-19 Rent Relief Media Kit," attached as **Ex. L**.)

- Another NLIHC study, "Emergency Rental Assistance: A Blueprint for a Permanent Program," attached as **Exhibit M**, concluded:

> The strongest ERA-related protections include requirements for landlords receiving ERA to drop eviction filings or ***forgive rental arrears***, interest, or fees. (Emphasis added.)

37. Other CERA programs required tenants to register their rental properties or obtain a local rental license. As the authors noted in "Treasury Emergency Rental Assistance Programs in 2021," (**Exhibit N**), which focused primarily on programs funded by the CAA:

> A fifth of programs restricted participation to landlords with a current rental license and a small share (6%) required that they be registered in the local rental registry (Figure 06).

38. Other CERA programs required that the rental properties be inspected and/or meet minimum health and safety requirements. For example:

- Louisiana's federal CERA program required that landlords "Certify that there are no outstanding building or health code violations against the property. (See "U.S. Treasury Emergency Rental Assistance: Louisiana State Program," pp. 19-20 (**Exhibit O**.)

- Hall County, Georgia's CERA program required, under the heading entitled "Property Eligibility Criteria," that "To be considered eligible for the program, the property must be a legal residential rental unit. . . the landlord is required to keep rental properties livable and comply with local housing codes

by taking care of important repairs." (Hall County, Georgia Emergency Rental Assistance Grant Program Policies," attached as **Exhibit P**.)

- Suffolk County, New York's CERA Frequently Asked Questions (**Exhibit Q**) also stated:

  Are there eligibility criteria for the property itself?

  In most cases the landlord will be required to certify that the property doesn't have outstanding code violations and meets all health and safety standards.

IX. Overlap between MSHDA CERA program and City of Detroit's CERA Program.

39. Although MSHDA's CERA guidelines were not binding on the City – since the City did not receive any CERA funding from MSHDSA - and MSHDA was not required to approve the City's CERA program requirements, there was some overlap between the two programs:

- The same HARAs administered both programs.

- The HARAs applied the City's 80/20 guidelines to all applications involving Detroit tenants for CERA funding under both the CAA and ARPA.

- To increase administrative efficiencies and avoid confusion, the City and its HARAs utilized some of MSHDA's forms in processing applications under ARPA.

- The HARAs also documented applications and payments under both CAA and ARPA by using the MSHDA "portal," a database created by MSHDA to track CERA applications. For this reason, data relating to applications under both the City's program and MSHDA's program was maintained under the MSHDA portal.

(See Declaration of Chelsea Neblett, **Ex. A**.)

X. The HARAs' Administration of the MSHDA and City of Detroit Programs.

40. The HARAs processed applications under both CAA and ARPA in basically the same manner. Even though the City had no control over applications under CAA, the HARAs applied the City's 80/20 requirements to all Detroit applications under both the City's and MSDA's CERA programs. (See **Ex. A**, **Ex. B**, **Ex. C**.)

41. After either a tenant applied or a landlord applied on behalf of a tenant, the HARAs reviewed the application to ensure that it included all necessary information and documentation to determine whether the household was eligible under CAA or ARPA, a process which often took many weeks. (See Ex. A, Ex. B, Ex. C.)

42. If the tenant and landlord had provided all necessary information and documentation, the HARAs would use a worksheet template provided by MSHDA which listed various categories of assistance to calculate the maximum potential amount of CERA assistance that could be paid. This potential maximum potential figure would be "approved," but this amount was not "awarded." Instead, the HARAs next applied the City's CERA program requirements, including the "80/20" provisions, to determine the amount of the award. (See Exhibits A, B and C.)

43. A slightly different process applied, depending on whether there was an eviction lawsuit pending. Where there was a lawsuit pending, the HARAs would provide counsel to the tenants and attempt to reach a settlement. Where a settlement was reached, this would be memorialized in a court order containing an addendum or attachment which explicitly acknowledged that only 80% of the total rent owed by the tenant would be awarded unless the 80/20 requirements were met. Both these documents were signed by the landlord's attorney. (See, e.g., documents executed in *Laurence Wolf Properties v Kinicha Hawkins*, 36th District Court Case No. 20-347357-LT and *Laurence Wolf Properties v Christopher Bailey*, 36th District Court Case No. 22-377263-LT attached as **Exhibits F** and **G**; **Ex. A**, **Ex. B**, **Ex. C**.)

44. Where an eviction suit was pending, and the rental unit had not met the 80/20 requirements of the City's CERA program, 20% of the potential rent owed by the household was typically paid to the court to be held in escrow. (See **Ex. A**, **Ex. B**, **Ex. C**.)

45. The final disposition of the escrowed funds was determined by an order of the Court, stipulated to and signed by the landlord or landlord's attorney. See, e.g, "Stipulated Order to Release Escrow," entered in *Laurence Wolf v Christoher Bailey*, 36th District Court Case No. 22-377263-LT, attached as **Exhibit G**.)

46. Where no eviction case was proceeding, if the landlord and tenant had

provided all necessary documentation and information, the HARAs would, as described above, calculate the potential maximum assistance using a MSHDA worksheet template. (See **Ex. A**, **Ex. B**, **Ex. C**.) The HARAs would then send this document to the landlord, together with a "Settlement Statement" clarifying that that only 80% of the potential total rent owed by the tenant would be awarded, unless the rental property had a Certificate of Compliance or an exception to this requirement. (See **Ex. E**.) The HARAs would then determine the amount of the award by applying the City's 80/20 requirements. (See **Ex. A**, **B** and **C**.)

XI. Plaintiff's Participation in the MSHDA Program.

47. Plaintiff, Lawrence Wolf, is a landlord in the City of Detroit who applied for CERA funds on behalf of some of his tenants. (Plaintiff's Second Amended Complaint, ECF No. 47, ¶¶ 22, 37; Exhibits F and G.) All applications made by or on behalf of Plaintiff's tenants were made under the MSHDA/HAND program funded by CAA, rather than under the City's program. (See **Ex. A**, **Ex. B**, **Ex. C**.)

48. Nevertheless, MSHDA, HAND and the HARAs had voluntarily agreed to apply the City's 80/20 requirements to all Detroit applications. (See **Ex. A**, **Ex. B**, **Ex. C**.) In all or most of these cases, the HARAs awarded Plaintiff 80% of the potential maximum amount of rent owed by the tenant because the rental properties

did not have either (1) a Certificate of Compliance or (2) a Certificate of Compliance Exception and a rental registration certificate. (ECF No. 47, ¶¶ 22, 37.)

XII. The Present Lawsuit.

49. On July 11, 2023, Plaintiff filed the present action against the City of Detroit (See ECF No. 1), and filed a First Amended Complaint (ECF No. 15) on October 13, 2023. Plaintiff filed a Second Amended Complaint on November 26, 2024 (ECF No. 47.) In general, Plaintiff argues that the City's policy of only awarding 80% of the maximum potential rent owed unless the rental property has obtained a Certificate of Compliance or a Certificate of Compliance Exception and a Rental Registration Certificate violates the Relief Acts, and has deprived it and other similarly-situated landlords in Detroit of their "vested right" to be awarded 100% of the maximum potential CERA funds. (See ECF No. 47.)

50. Plaintiff's Second Amended Complaint contains the following counts:

Count I: 42 U.S.C. §1983
Violation of Fifth Amendment Takings Clause – Applicable To City Via the Fourteenth Amendment; and

Count II: 42 U.S.C. §1983
Illegal Exaction – Due Process Violation Applicable to the City Via the Fourteenth Amendment. (See ECF No. 15.)

XIII. The City's Motion to Dismiss or for Summary Judgment.

51. On December 21, 2024, the City filed a Motion to Dismiss or, in the

Alternative, for Summary Judgment. (ECF No. 28). The City's primary argument was that, given the extensive discretion provided to grantees at every level of the federal CERA programs, Plaintiff lacked a constitutionally-protected property interest sufficient to state a claim under either of his two counts.

52. On September 12, 2024, this Court issued an Opinion and Order Granting in Part and Denying in Part Defendant's Motion to Dismiss. (ECF No. 41.) The Court granted the City's motion to dismiss Plaintiff's claims for an "illegal exaction." However, the Court ruled that, at the motion to dismiss stage, the Court was required to accept as true the allegations in Plaintiff's complaint, and that Plaintiff's allegations allowed the "reasonable inference" that he was "actually awarded" 100% of all CERA funds, sufficient to state – but not necessarily to establish - a taking claim. The Court specifically noted that the City might prevail on its claims by filing a motion for summary judgment after the case had progressed further. (ECF No. 41.)

XIV. Plaintiff's Present Motion for Summary Judgment.

53. On December 3, 2024, Plaintiff filed the present Motion for partial Summary Judgment Pursuant to Fed. R. Civ. P. 56 on the Issue of Obstacle Preemption. (ECF No. 50.)

54. The Court should deny Plaintiff's Motion for reasons set forth below.

ARGUMENT

I. Standards Governing Motions for Summary Judgment.

Fed. R. Civ. P. 56 provides that summary judgment is appropriate when there is no material issue of fact and the movant is entitled to judgment as a matter of law. *Beal v. Missouri Pacific R.R.*, 312 U.S. 45 (1941).

As Plaintiff concedes, "Courts consider the evidence in the light most favorable to the nonmoving party and draw all reasonable inferences in that party's favor." *Quigley v Tuong Vinh Thai*, 707 F.3d 675, 679 (6th Cir. 2013).

In regard to dispositive motions relating to federal preemption, which the present motion involves, courts are guided by the rule that there is a strong presumption ***against*** preemption, especially where the challenged state or local law or regulation advances traditional police powers, such as health and safety requirements or landlord-tenant relationships[9]. See *Fenner v Gen Motors, LLC*, 113 F4th 585, 594 (6th Cir. 2024), relying on *Medtronic, Inc. v. Lohr*, 518 U.S. 470, 485, 116 S.Ct.

[9] The Supreme Court has recognized that the landlord-tenant relationship is an area of traditional state regulation. *Cf. Loretto v. Teleprompter Manhattan CATV Corp.,* 458 U.S. 419, 440, 102 S.Ct. 3164, 73 L.Ed.2d 868 (1982) (stating in the context of a constitutional takings case, "[t]his Court has consistently affirmed that States have broad power to regulate housing conditions in general and the landlord-tenant relationship in particular[.]").

2240, 135 L.Ed.2d 700 (1996); *Ammex, Inc v Wenk*, 326 F Supp 3d 472, 495 (ED Mich, 2018) (noting "strong presumption against federal preemption").

> Courts have held:
>
> ***The burden of establishing obstacle preemption, like that of impossibility preemption, is heavy***: the mere fact of tension between federal and state law is generally not enough to establish an obstacle supporting preemption, particularly when the state law involves the exercise of traditional police power." *Id.* at 101-02 (internal quotation marks and brackets omitted). "Indeed, federal law does not preempt state law under obstacle preemption analysis unless the repugnance or conflict is so direct and positive that the two acts cannot be reconciled or consistently stand together." *Id.* at 102 (internal quotation marks omitted).

Figueroa v Foster, 864 F3d 222, 235 (2d Cir. 2017) (emphasis added.) Also see *Gayle v Pfizer Inc*, 452 F Supp 3d 78, 86–87 (SDNY, 2020) (establishing obstacle preemption is a "heavy burden.")

II. The City's CERA program requirements did not stand as an obstacle to the accomplishment of the purposes of the Relief Acts.

Plaintiff correctly states that state or local laws or rules are preempted where "they are an obstacle to achieving Congress's full purposes and objectives." See *Fenner v Gen Motors, LLC*, 113 F4th 585, 594 (6th Cir. 2024). But as previously noted, "there is a high threshold for such an argument." Id, citing *Chamber of Com. of U.S. v. Whiting*, 563 U.S. 582, 607, 131 S.Ct. 1968, 179 L.Ed.2d 1031 (2011), *Gade v. Nat'l Solid Wastes Mgmt. Ass'n*, 505 U.S. 88, 111, 112 S.Ct. 2374, 120

L.Ed.2d 73 (1992). In fact, there is a ***presumption against preemption***, which "operates with special force in cases 'in which Congress has legislated ... in a field which the States have traditionally occupied.' " *Merrick v Diageo Americas Supply, Inc.*, 805 F.3d at 694 (quoting *Medtronic, Inc. v. Lohr*, 518 U.S. 470, 485, 116 S.Ct. 2240, 135 L.Ed.2d 700 (1996).

Because the first step in resolving an obstacle preemption claim is to determine what Congress's purpose was (*Medtronic*, supra), this Court must first determine the purposes of the Relief Acts. Both of the Relief Acts were intended to promote housing stability by preventing at-risk tenants from being evicted. This was to be accomplished by making funding available to tenants to pay not only for rent (in an amount to be determined by the grantee – see Treasury FAQ 11, ECF No. 28-4), but also for such things as utilities, internet services and housing stability services.

For the following reasons, the City's 80-20 condition did not prevent these purposes from being accomplished.

A. The City's Program Requirements did not frustrate the primary purpose of the Relief Acts – preventing tenants from being evicted.

The primary purpose of both Relief Acts was to prevent tenants from being evicted. The vast majority of Detroit tenants whose applications were processed

under the City's 80/20 requirements were not evicted. (See **Ex. A**, **Ex B**.) Therefore, the City's CERA program requirements did not frustrate this purpose.

B. The City's requirements did not prevent the distribution of CERA funds under either the CAA or ARPA.

Even if the purpose of the Relief Acts is viewed more narrowly, in terms of distributing rental assistance, the City's requirements did not prevent the distribution of CERA funds under either the CAA or ARPA. While landlords did not in all cases receive 100% of all the maximum potential rent they were owed by tenants, the HARAs disbursed millions of dollars in direct assistance to or on behalf of tenants. (See **Ex. A, Ex. B, Ex C**; Tableau database, attached as **Ex. R**.)

C. The City's CERA requirements did not unduly delay the distribution of CERA funds.

Plaintiff argues that the conditions of the City's CERA program prevented CERA funding from being distributed quickly, but this is untrue. The HARAs applying the City's 80/20 provisions were able to quickly determine if the rental property had a certificate of compliance or an exception, because this information was available through the City's website. (See **Ex. A, Ex. B, Ex C**.)

Even where the rental property did not have a certificate of compliance or exception, the HARAs could quickly make awards in the amount of 80% of the

calculated rent owed, and could quickly distribute these funds. (See **Ex. A, Ex. B, Ex C**.)

There were admittedly delays in processing applications under both the MSHDA program and the City's program, but these were not caused by the City's 80/20 requirement.[10] Rather, the delays in processing applications and making payments were the result of other factors, such as:

- Difficulties in establishing a new program;
- The massive number of applications received. Indeed, ***from March 2021 to June 2022, the HARAs were called upon to process at least 58,125 CERA applications involving Detroit renters***.;
- Staffing inadequacies;
- Missing information on applications;
- Confusion and difficulties using the MSHDA portal; and

[10] CERA programs around the country which did not have requirements similar to the City's 80/20 conditions also faced lengthy delays in processing applications and distributing funds. See, e.g., "Wayne County left out of CDC's new eviction ban for now," ("***Nationally, federal rent aid has been slow to get to people***."), https://www.bridgedetroit.com/wayne-county-left-out-of-cdcs-new-eviction-ban-for-now/; "Michigan has spent 29% of available federal eviction assistance," ("***the slow-moving allocation of federal eviction funds has been an issue nationwide***."), https://www.interlochenpublicradio.org/2021-09-02/michigan-has-spent-29-of-available-federal-eviction-assistance; "Federal Aid to Renters Moves Slowly, Leaving Many at Risk," New York Times, updated September 28, 2021, https://www.nytimes.com/2021/04/25/us/politics/rental-assistance-pandemic.html.

- Lawsuits in 36th District Court, which required interactions with counsel. Often, cases were adjourned by landlord's counsel, which delayed the resolution of these cases.

(See **Ex. A, Ex. B, Ex C**, and "Tableau" database summarizing CERA applications, attached as **Ex. R**.)

Both the Treasury Department and MSHDA had authority to seize or reallocate CERA funds they had disbursed if they determined that the funds were not being disbursed quickly enough, for whatever reason. (See **Exhibit A**.) However, neither of these entities demanded that any funds involved in CERA applications to which the City's CERA program conditions were applied be returned. (See **Exhibit A**.)

D. Neither the Treasury Department, MSHDA, nor HAND objected to applying the City's CERA program requirements to applications involving Detroit households.

The City submits that in the final analysis, the United States Treasury Department would be in the best position to determine if the purposes of Congress's CERA programs were being met in the City of Detroit. The City informed the Treasury Department of its CERA program requirements in required quarterly reports [11], but the Treasury Department never objected to the City's 80/20

[11] See Declaration of Chelsea Neblett, attached as **Exhibit A**; example of quarterly report from City to U.S. Treasury, attached as **Ex. S**, noting website describing City's CERA program.)

requirements or to the manner in which CERA funds were being distributed. (See Neblett Declaration, **Ex. A**.)

Both MSHDA and HAND also allowed the HARAs to apply the City's 80/20 requirements to Detroit tenant applications processed under MSHDA's program (see **Exhibits A**, **B** and **C**), suggesting that neither of these entities believed the City's requirements frustrated the purposes of the Relief Acts.

All of the foregoing facts show that the City's CERA program requirements did not prevent the accomplishment of the purposes of either of the Relief Acts.

E. The City's 80/20 requirement was not an eligibility criterion, because all applicants who met the eligibility criteria set forth in the Relief Acts were eligible for and received funding, but was (1) a permissible condition of payment which served the purposes of the Relief Acts, and (2) a permissible prioritization provision.

In their brief, Plaintiffs emphasize that Treasury FAQ states:

> 44. May ERA grantees impose additional eligibility criteria, including employment or job[1]training requirements, as a condition of providing ERA assistance to households?
>
> The statutes that authorize the ERA1 and ERA2 programs provide specific criteria for establishing a household's eligibility. These eligibility requirements include [1]financial hardship, [2] risk of homelessness or housing instability, [3] qualifying income, and [4]an obligation to pay rent. While the statutes authorizing the ERA programs and Treasury's policy guidance afford grantees discretion in structuring their programs, grantees do not have the authority to augment the ERA eligibility requirements by conditioning assistance on a tenant's employment status, compliance with work requirements, or acceptance of employment counseling, job-training, or other employment services.

> To the extent that grantees would impose other eligibility criteria or would require tenants to be employed, accept employment services, or comply with work requirements, such additional requirements are not permissible.

Plaintiff concludes that the City's 80/20 requirement imposes "additional eligibility criteria, and therefore violates FAQ 44.

But this is not so. There is an important difference under the Relief Acts between "eligibility criteria" and "conditions of payment." FAQ 32, 31, 15 and 40 (see ECF No. 28-4) recognize this. FAQ 32 states that "Treasury strongly encourages grantees to require landlords that receive funds under the ERA, ***as a condition of receiving the funds***, not to evict tenants for nonpayment of rent for 30 to 90 days longer than the period covered by the rental assistance." FAQ 31 also states: "Grantees should require recipients of funds under ERA programs, including tenants and landlords, to commit in writing to use ERA assistance only for the intended purpose ***before issuing a payment***." FAQ 15 also states: "Grantees are encouraged to confirm that the participant has already reported any income loss or financial hardship to the Public Housing Authority or property manager and completed an interim re-examination ***before assistance is provided."*** FAQ 40 also provides: "In addition to not engaging in further collection efforts regarding the arrears that are paid or related fees or expenses, ***as a condition to receiving payment***, Treasury strongly encourages grantees to require the landlord or utility provider to

agree not to pursue any further collection efforts against the household and ensure that any reports to credit agencies will confirm the matter's resolution." All of these FAQs recognize that even if the four basic eligibility criteria of the Relief Acts are satisfied, the Grantees may impose conditions of payment consistent with the purposes of the CERA program.

The City's 80/20 requirement is a similar condition of payment, not an eligibility criterion. All applicants who met the eligibility criteria set forth in the Relief Acts were eligible for and were paid assistance. Even if the rental property did not have a Certificate of Compliance or an exception, the applicant was still eligible for 100% of the total potential CERA assistance, and in nearly all cases, was in fact awarded and paid at least 80% of this figure. The City was not required to award 100% of the total rent owed (see Treasury FAQs 11 and 19, ECF No. 28-4), but could have required landlords to forgive 20% of this sum, as the programs in King County, Washington, Maryland and California required. Instead, the City awarded 80% of the rent owed where its conditions were not satisfied, but provided a mechanism by which a later award might be made.

Many of the conditions of payment specifically discussed in the Treasury Department FAQs were intended to protect tenants and promote housing stability. The City's 80/20 requirement served the same purpose, because if rental units did

not meet minimal health and safety standards, tenants might be forced to vacate them.

As expressly permitted by 15 U.S.C. §9058a(4), the HARAs prioritized payments to different eligible applicants, depending on whether the rental property had a certificate of compliance, a certificate of compliance exception, and/or a certificate of rental registration. In other words, the City's CERA program requirements did not impose additional or improper "eligibility criteria" on applicants, since all applicants who met the four basic eligibility requirements set forth in the Relief Acts were eligible for and in fact were awarded assistance, but the City's requirements affected the amount and timing of rental payments which would be awarded on each application, which was within the City's discretion under either of the Relief Acts.

III. The Court should deny Plaintiff's Motion for Summary Judgment, because the City has shown that its CERA program requirements did not prevent the accomplishment of the purposes of the Relief Acts. Alternatively, the Court should deny Plaintiff's motion because there are questions of fact relating to this issue.

As shown above, the City has introduced evidence showing that its CERA program requirements did not prevent the accomplishment of the purposes of the Relief Acts. To summarize, nearly all participating tenants were protected from eviction, millions of dollars were distributed in rental assistance, as well as for other

permissible purposes, such as for utilities, internet services and housing stability services. The City's 80/20 requirements did not appreciably slow the processing of applications or distribution of awards, because the delays in carrying out the programs were caused by other factors, such as staffing shortages. Moreover, the Treasury Department, MSHDA and HAND did not object to the HARAs' applying the City's requirements to CERA programs under either the CAA or ARPA, implicitly agreeing that the City's requirements did not prevent the purposed of the Relief Acts.

The City submits that these facts would justify the Court in granting summary judgment in its favor on the issue of obstacle preemption. But at the very least, there are material facts in dispute that would preclude the Court from granting summary judgment as a matter of law in Plaintiff's favor on this issue. Courts have declined to grant summary judgment on obstacle preemption claims for this reason in many cases. See, e.g., *PPL Energyplus, LLC v Solomon*, 2012 WL 4506528, at *10 (DNJ, 2012) ("there are disputed facts . . . . As such, all motions for summary judgment on preemption are denied. Most notably, there is an issue of fact as to whether the LCAPP Act is an obstacle to the achievement of the federal goal of a competitive auction[.]"); *Norfolk S R Co v Box*, 2007 WL 1030320, at *1 (ND Ill, 2007) ("genuine issues of material fact exist as to whether the State Rule will . . .

stand as an obstacle to the accomplishment of the full purposes of those requirements. These disputed issues of fact preclude judgment as a matter of law on whether the State Rule is impliedly preempted[.]"); *Harris v CBS Corp*, 2012 WL 3236560, at *5 (ND Cal, 2012) ("the record already reflects a clear issue of fact . . . It follows that the motion to dismiss on the basis of conflict preemption will be Denied.")

The same is true in the present case. If the Court is not prepared to grant summary judgment in the City's favor on the issue of obstacle preemption, there are, at a minimum, numerous fact issues that would preclude the Court from granting summary judgment in Plaintiff's favor. Therefore, the Court should deny Plaintiff's motion.

CONCLUSION

For the reasons stated above, Defendant, the City of Detroit, requests that the Court deny Plaintiff's motion for summary judgment on the issue of obstacle preemption.

Respectfully submitted,

/S/ Eric B. Gaabo
Gaabe@detroitmi.gov
Attorney for Defendant City of Detroit
Detroit, MI 48226
(313) 237-3052

Dated: January 28, 2025

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CERTIFICATE OF SERVICE:

DEFENDANT CITY OF DETROIT'S ANSWER TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT PURSUANT TO FED. R. CIV. P. 56 ON THE ISSUE OF OBSTACLE PREEMPTION and BRIEF IN OPPOSITION

I state that on January 28, 2025, I served Defendant City of Detroit's Answer to Plaintiff's Motion for Partial Summary Judgment Pursuant to Fed. R. Civ. P. 56 on the Issue of Obstacle Preemption and Brief In Opposition on the other parties to this case by electronically filing these documents with the U.S. District Court for the Eastern District of Michigan in this matter, which will forward these documents to all parties of record through its electronic e-filing system.

Respectfully submitted,

S/ Eric B. Gaabo
gaabe@detroitmi.gov
Attorney for Defendant City of Detroit

Dated: January 28, 2025

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INDEX OF EXHIBITS

A. Declaration of Chelsea Neblett

B. Declaration of Ted Phillips

C. Declaration of Mallory Hoppe

D. Declaration of Julie Fowler

E. Settlement Statement template, confirming City's 80/20 requirements

F. Consent Order of Dismissal in *Laurence Wolf Properties v Kinicha Hawkins*, 36th District Court Case No. 20-347357-LT, with Addendum confirming agreement to City's 80/20 requirements

G. Consent Order of Dismissal in *Laurence Wolf Properties v Christopher Bailey*, 36th District Court Case No. 22-377263-LT, with Addendum confirming agreement to City's 80/20 requirements, plus stipulated order for release of escrow funds to tenant

H. National Low Income Housing Coalition Frequently Asked Questions (July 12, 2022)

I. National Low Income Housing Coalition (NLIHC) "Updates on Treasury Emergency Rental Assistance Programs, Landlord Requirements"

J. NLIHC report entitled "Best Practices for State and Local Emergency Rental Assistance Programs"

K. Maryland CERA program summary, under the heading "Landlord Concessions"

L. "CA Covid-19 Rent Relief Media Kit"

M. NLIHC study, "Emergency Rental Assistance: A Blueprint for a Permanent Program"

N. "Treasury Emergency Rental Assistance Programs in 2021

O. "U.S. Treasury Emergency Rental Assistance: Louisiana State Program"

P. Hall County, Georgia Emergency Rental Assistance Grant Program Policies

Q. Suffolk County, New York's CERA Frequently Asked Questions

R. Tableau Database

S. City of Detroit Quarterly Report to U.S. Treasury Department, dated

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES,
individually, and on behalf of a class of similarly-situated persons and entities,

Plaintiff,

-vs-

CITY OF DETROIT,
a municipal corporation,

Defendant.

Case No. 2:23-cv-11645

Hon. Brandy R. McMillion
Mag. Kimberly G. Altman

DECLARATION OF CHELSEA NEBLETT

I, Chelsea Neblett, declare and state the following:

1. I make this declaration based upon my personal knowledge and from a review of files and other records and documents of the City of Detroit presently or previously within my possession, control and custody.

2. I have been employed with the City of Detroit since January 2018, working in various capacities and departments on matters pertaining economic mobility and housing. Since as early as March, 2020, I worked on matters and was

directly involved with programs dedicated to housing and eviction prevention. As a result of my work experience and knowledge, I accepted a position in the City's Housing and Revitalization Department ("HRD") overseeing the Covid Emergency Rental Assistance programs.

3. Through my position in HRD and my prior experience described above, I am generally familiar with the provisions and purposes of the Consolidated Appropriations Act of 2021, 15 USCS § 9058a ("the CAA"), and the American Rescue Plan Act, 15 USCS § 9058c ("ARPA") (both statutes are referred to jointly as "the Relief Acts"), and programs developed by both the City of Detroit and the Michigan State Housing Development Authority ("MSHDA") to distribute Covid Emergency Rental Assistance (CERA) relief funds authorized under the Relief Acts to eligible households in the City of Detroit.

4. The primary purpose of the Relief Acts and both the MSHDA and City CERA programs was to prevent tenants from being evicted and thereby promote housing stability by assisting eligible households with financial assistance, and covering the costs for other affordable rental housing and eviction prevention activities.

5. Under the Relief Acts, CERA funds could be spent for a number of permissible purposes, including such things as (1) financial assistance to eligible households, which included not only rent and rental arrears, but utilities and home

energy costs and arrears and "other expenses related to housing;" (2) housing stability services, such as case management and other services; and (3) administrative costs. Financial assistance to tenants could include hotel or motel expenses for evicted or otherwise displaced tenants, which provided no financial benefit to landlords.

6. To receive funds under the Relief Acts, grantees were required to establish their own programs to provide assistance to eligible households pursuant to the U.S. Department of Treasury's Award Terms and Conditions.

7. In crafting its CERA program, the City was mindful that the Relief Acts consider unsafe or unhealthy living conditions an example of housing instability. Under the City's existing code requirements (§§ 8-15-81(a) and 8-15-82), no property could be lawfully rented unless the property had a rental registration certificate and a certificate of compliance confirming it was safe and habitable, both of which were issued by the City's Buildings, Safety Engineering and Environmental Department ("BSEED"). The City recognized that the overarching purpose of the Relief Acts was to promote rental housing stability. Assuring that rental properties had rental registration certificates, had been inspected and had received certificates of compliance served this purpose, since allowing unsafe or uninhabitable rental properties would create a risk of homelessness or other housing instability.

8. The City complied with the Relief Acts' and the Award Terms' requirements for distributing financial assistance to eligible households, which provided that funds be disbursed in accordance with any guidelines issued by the U.S. Department of Treasury.

9. Frequently Asked Questions ("FAQs") issued by the U.S. Department of Treasury provided grantees with broad discretion to determine other forms of housing-related financial assistance for which CERA funds could be spent (many of which would have no financial benefit to landlords); how much would be spent on each permissible form of financial assistance (specifically acknowledging that grantees did not have to pay 100% of the maximum potential rental assistance to either the tenant or landlord or 100% of any other financial assistance); and how applications and payments to eligible households would be prioritized and processed.

10. The City entered into contracts with the following Housing Assessment and Resource Agencies ("HARAs") to process applications for CERA assistance, calculate the maximum amount of eligible assistance per application, make distributions of CERA funds, and otherwise administer the City's CERA program: (1) Wayne Metropolitan Community Action Agency ("Wayne Metro"); United Community Housing Coalition ("UCHC"); and (3) the Heat and Warmth Fund ("THAW").

11. The key elements of the City's CERA program were as follows:

- If the tenant met all CERA eligibility requirements and the Rental Property had either (1) an active Certificate of Compliance ("C of C") from the City's Buildings, Safety Engineering and Environmental Department ("BSEED or (2) a rental registration certificate and an accepted C of C Exception, 100% of the potential rental payments (as calculated by the HARA) would be awarded and released.

- If the Rental Property was habitable, and there was no C of C or rental registration certificate and accepted C of C Exception, 80% of the potential rental payments as calculated by the HARA would be awarded to the tenant and released to the landlord, and 20% of the funds would be paid into an escrow account (the "80/20" requirement).

- The 20% of funds held in escrow could be awarded and released to the landlord if (1) the Rental Property obtained a C of C or an accepted C of C CERA Exception; or (2) the landlord completed repairs to the Rental Property in an amount equal to or greater than the 20% escrowed amount.

- If the Rental Property did not have a C of C or C of C Exception, and the property was considered uninhabitable according to MSHDA rules, 50% of the potential rental payments calculated by the HARA would be awarded and released to the landlord, while the other 50% would be held in escrow until the habitability issue was resolved. If the habitability issue was resolved, the HARA would either initiate the 80/20 process or award and pay the full remaining 50%, if the property met the other requirements set forth above.

12. The C of C exception applied in the following situations:

- Where the rental unit complied with standards of the U.S. Department of Housing and Urban Development (HUD) by receiving a Housing Quality Standards (HQS) Housing Choice Voucher, or an active

passing Real Estate Assessment Center (REAC) score[1] for publicly assisted housing; or

- Where BSEED acknowledged in writing that the property was effectively in compliance, and the lack of a C of C was due to factors unrelated to the conditions of the property; or

- Where the landlord and tenant mutually agreed that the condition of the property is of a high standard and that all parties desired to proceed without interruption.

13. MSHDA's CERA program was separate from the City of Detroit's program. The United States Treasury Department provided CERA funds in 2021 under the CAA (known as "ERA-1 funds" or "ERAP-1 funds") to the State of Michigan. The State, through the Michigan State Housing Development Authority ("MSHDA"), forwarded such funds to the Homeless Action Network of Detroit ("HAND"), which in turn forwarded such funds to HARAs tasked with distributing these funds under terms and conditions approved by MSHDA and HAND. To provide assistance to City of Detroit households, HAND contracted with the following HARAs: (1) Wayne Metro"; (2) UCHC; and (3) THAW. The City of Detroit did not receive any CERA funds under the CAA or through MSHDA, and therefore had no control over these funds or over MSHDA's CERA program.

[1]A REAC score is a numerical evaluation of a property's condition, ranging from 0 to 100. The score is based on a physical inspection by a HUD-certified inspector who assesses the property's safety, cleanliness, structural integrity, and overall livability. A score of 60 is deemed a passing score.

14. In contrast, the City of Detroit was a grantee or direct recipient of CERA funds later disbursed by the U.S. Treasury under ARPA, commonly referred to as "ERA-2 funds" or "ERAP-2 funds.[2]" The City obligated the majority of these funds for rental and utility assistance, which were forwarded to UCHC, Wayne Metro and THAW for distribution under terms and conditions approved by the City. Remaining ERA-2 funds were used for other housing stability services such as the Detroit Landlord-Tenant Legal Counsel ("DLTLC") program that provided legal services to tenants facing eviction proceedings, case management services, moving expenses and other similar housing-related services and programs.

15. MSHDA and HAND did not control the ARPA funds received by the City of Detroit or the City's CERA program.

16. While the City could not MSHDA and HAND controlled the manner in which Wayne Metro and UCHC processed applications under the CAA, the City informed MSHDA, HAND, Wayne Metro and UCHC that it was developing its own CERA program relating to funding it expected to receive through ARPA, which would include the 80/20 process, and requested that the same process be followed

[2] The State of Michigan was also a grantee or direct recipient of ERA-2 funds disbursed under ARPA from the Treasury Department. The State, through MSHDA, again allocated these ERA-2 funds to benefit City of Detroit residents (and others) by forwarding these to HAND, which forwarded such funds to the UCHC, which disbursed such funds in the same manner as ERA-1 funds.

with regard to applications involving Detroit tenants under the CAA. MSHDA, HAND and the HARAs did so.

17. The City of Detroit received a total of $28,872,410.99 in ARPA funds. The U.S. Department of Treasury initially allocated $28,081,330 to the City under ARPA, which was disbursed in tranches on May 20, 2021, April 8, 2022, and February 3, 2023. Because the City of Detroit had obligated at least 50 percent of the funds it received under ARPA in a timely and proper manner, it was eligible for and received reallocated funds from the U.S. Treasury on April 20, 2023, in the amount of $791,080.89. All ARPA funds the City has received and obligated must be disbursed by the federally-imposed deadline of September 30, 2025

18. Of the total amount of ARPA funds the City received, approximately $24,292.500.00 has been used solely to provide rental and utility assistance under the City's CERA program, administered by UCHC, Wayne Metro and THAW.

19. The City has allocated its remaining ARPA funds for CERA-related purposes other than rental and utility assistance.

20. For administrative efficiency and to avoid confusion, UCHC and Wayne Metro applied the City's CERA program requirements to all CERA applications involving City of Detroit tenants, under both the CAA and ARPA.

21. MSHDA and HAND were aware that UCHC and Wayne Metro were applying the City's CERA program requirements to all CERA applications involving

City of Detroit tenants, but did not prohibit this or request the HARAs to discontinue this policy.

22. Although MSHDA's CERA guidelines were not binding on the City – since the City did not receive any CERA funding from MSHDSA - and MSHDA was not required to approve the City's CERA program requirements, there was some overlap between the two programs:

- the same HARAs administered CERA funds to City of Detroit eligible households under both programs;
- To increase administrative efficiencies, and avoid confusion, the City and its HARAs utilized some of MSHDA's forms in processing applications under ARPA.
- The City's HARAs also documented applications and payments under both CAA and ARPA by using the MSHDA "portal," a database created by MSHDA to track CERA applications. For this reason, data relating to applications under both the City's program and MSHDA's program was maintained under the MSHDA portal.
- As noted above, the HARAs applied the City's CERA program provisions to all applications for CERA funding under both the CAA and ARPA.

23. Under the Relief Acts, and MSHDA and the City of Detroit's CERA guidelines, either tenants or landlords could apply for CERA funds. However, where

landlords applied, tenant participation in the application process and signature was required before any CERA assistance could be considered.

24. Landlords who were owed rent from tenants were not required to participate in the CERA programs. In fact, many landlords filed and prosecuted civil actions in the 36th District Court seeking to evict tenants and/or to recover rent owed without participating in the CERA programs. In such instances, landlords could seek the full amount of rent owed (in contrast to those participating in the CERA program, which limited the months for which rent could be sought), and if they received a money judgment, could seek recovery of this full amount through garnishment or other debt collection methods permitted under Michigan law.

25. UCHC and Wayne Metro would typically process an application for CERA funding involving a City of Detroit household as follows. First, the HARAs would review the CERA application to determine whether the application contained all of the required documentation and information provided by both the tenant and the landlord. Most applications did not include the required documentation and information, requiring the HARAs to reach out to the tenants and/or landlords to obtain the documentation and information.

26. If the HARAs obtained all the necessary information and documentation needed from both the tenant and the landlord, they would then calculate the potential maximum eligible CERA assistance using the online CERA

Program Worksheets developed by MSHDA. Information from applications was entered into these Worksheets and upon receipt of supporting documentation, such as rental agreements, rent ledgers, utility invoices, etc., CERA assistance eligibility was calculated for each category of assistance, including a total maximum amount of potential CERA assistance. Importantly, the total maximum potential CERA assistance was not limited to rental arrears the tenant owed to the landlord but would often include prospective rent, where eligible.

27. This total potential maximum figure would be "approved," but this amount was not "awarded." Instead, the HARAs next applied the City's CERA program requirements to determine the amount of the award by verifying whether the rental property was registered as a rental property and if it had a C of C. Rental verification was simple. The rental property address was entered into "Rental Map," a public online database on the City's website, which provided the registration and C of C compliance status. Application of the 80/20 provision was based on the rental compliance status.

28. After applying the City's CERA program requirements to determine the amount of the award, the HARAs contacted the applicant and provided the applicant with a copy of the MSHDA worksheet and a "settlement statement" which confirmed that the applicant would not be entitled to and would not be awarded or paid 100% of the total maximum potential rent owed by the tenant during the eligible

period for rental assistance allowed by the program, unless the rental unit complied with the City's CERA program requirements. (An example of the documents typically produced and sent to the applicant is attached as Attachment 1.)

29. Where the rental unit did not have a Certificate of Compliance, the HARAs awarded and paid 80% of the rental assistance available, and retained the remaining 20% of potential rental assistance in escrow.

30. The process was somewhat different where the landlord had filed a lawsuit against the tenant in the 36th District Court and there was no Certificate of Compliance, the remaining 20% of potential rental assistance was held in escrow by either the HARAs or 36th District Court.

31. Where there was a lawsuit pending, the HARAs would provide counsel to the tenants and attempt to reach a settlement. Where a settlement was reached, this would be memorialized in an order filed in court which specifically acknowledged that only 80% of the maximum potential rent would be paid unless the 80/20 requirements were met.

32. Rather than drafting a separate order in each case, the parties filled out a standard Michigan Court form, "Consent Order for Conditional Dismissal, Landlord-Tenant" listing the rent, court costs, etc., incorporating an Attachment or Addendum confirming the parties' agreement that only 80% of the total rent would be paid to the landlord, unless the 80/20 requirements were met. Both these

documents were signed by the landlord's attorney. (See, e.g., documents executed in *Laurence Wolf Properties v Kinicha Hawkins*, 36th District Court Case No. 20-347357-LT, attached as Attachment 2.)

33. In the majority of CERA applications, the rental unit did not have a Certificate of Compliance or a Certificate of Compliance Exception from the City of Detroit.

34. The City of Detroit's 80/20 condition did not slow the pace of processing applications and distributing CERA funds, for several reasons:

- Those reviewing the applications could quickly determine whether the rental unit had a Certificate of Compliance by typing the rental unit address in the Rental Map database, located on the City of Detroit's website, which provided the compliance status. Where the rental unit was registered as a rental property and had a Certificate of Compliance, 100% of potential CERA assistance would be awarded and paid. Where the rental unit did not have a Certificate of Compliance or Exception, the HARAs could calculate an award of 80% of rental assistance available to the tenant and quickly process this for payment.
- Delays were encountered in processing CERA applications and making payments under the CERA programs, but these were not caused by the City's 80/20 requirement. Delays in processing applications were

primarily caused by the sheer number of CERA applications received and the fact that this was a new program**.** Between March 2021 and June 2022, at least 58,125 separate applications for CERA assistance were filed by or on behalf of Detroit renters. The HARAs did not have the existing staff to handle the large numbers of applications and the large number of landlord-tenant lawsuits involving rent disputes.

35. Additional delays in processing CERA applications and distributing funds were caused by such things as:

- Incomplete applications, and the need to contact landlords and/or tenants to obtain required documentation, information and tenant signatures. Landlord and/or tenant response frequently took several months before the application could be considered complete for review and consideration of CERA assistance;
- Problems in understanding, accessing and utilizing MSHDA's online portal;
- Staff working remotely due to COVID restrictions;
- Review of rental agreements, ledgers and other supporting documentation, calculations of potential payments;
- Mail was often delayed during the program period, affecting applications where eviction proceedings had been filed.

- Where eviction proceedings had been filed, Michigan Supreme Court Administrative Order 2020-17 required that all such cases be adjourned for a minimum of one week, and provided for additional adjournments and/or stays of proceedings in cases where CERA assistance was sought. In such cases, landlords or their attorneys often sought additional adjournments of hearings, which further delayed the resolution of cases and payment of CERA funds.
- Negotiations and drafting of appropriate orders between counsel assigned to represent tenants and landlords or their attorneys in eviction actions often took a considerable amount of time.

36. Under federal law, the City was required to submit a quarterly report to the Treasury Department showing, among other things, the City's allocation of ARPA funds and the manner in which the funds had been distributed. (An example of these reports is attached as Attachment 3.) As shown at pages 5 and 6 of this report, the City referenced its program and provided the Treasury Department with a link to the City's website entitled "detroitevictionhelp.com." At the time the City sent these reports to the Treasury Department and throughout the pendency of the CERA program, this link contained a full description of the City's CERA program, including its 80/20 requirement. All of this information was set forth in every Quarterly Report, the earliest of which was sent to Treasury in November, 2021.

37. Although the City provided the Treasury Department with a description of the City's CERA program, including its 80/20 requirement, the Treasury Department never objected to any term or requirement of the City's CERA program. Rather, the City of Detroit satisfied all requirements, terms and conditions of the ARPA grant.

38. The City of Detroit CERA program did not cause or create delays in providing rental assistance or achieving the overarching purpose of the Relief Acts. Had the City's program delayed providing rental assistance, the City would not have met its obligation, and the U.S. Treasury would not have disbursed grant funds in tranches beyond the initial disbursement. The City of Detroit had obligated at least 75% of the funds already disbursed when it received its remaining grant funds on April 8, 2022, and February 3, 2023. If the City had not met this obligation, Treasury could have reallocated the remaining funds pursuant to the ARPA Award Terms and Conditions. Because the City had properly and timely obligated its CERA funds, it was eligible for and received additional CERA funds the Treasury Department reallocated from other grantees on April 20, 2023.

39. The City of Detroit's 80/20 condition did not constitute an obstacle to the accomplishment of the purposes of the Relief Acts, for several reasons:

- The primary purpose of the Relief Acts was to promote housing stability by preventing tenants from being evicted, and in the vast majority of cases,

those eligible households participating in the CERA programs were not evicted.

- The Relief Acts required that grantees obligate certain percentages of their grant award during various stages of the performance period, or risk grant recoupment or reallocation of their remaining grant funds not yet disbursed. The City's CERA program, implemented with its 80/20 requirement, satisfied Treasury's performance requirements, as more than $23 million in ARPA funds were used for rental and utility assistance alone, and the Treasury Department reallocated additional funds to the City from other grantees.
- At no point in time did the Treasury Department object to the City's 80/20 program or any other term or condition in the City's CERA program. The Treasury Department never requested the return of any ARPA funds or declined to provide any ARPA funds because of the City's CERA program requirements.
- If MSHDA or HAND believed that the City's 80/20 requirement constituted an obstacle to the accomplishment of the purposes of the Relief Acts, they could have required that the HARAs cease applying such requirements in regard to funds MSHDA or HAND had forwarded, but they did not do so.

40. In my view, no landlords were "coerced' into participating in the CERA program. Each of the landlords decided whether to participate in the program after weighing the advantages and disadvantages of participating, including the possibility that if they instead opted to seek relief in the district court without participating in the programs, they might be unable to recover a money judgment against their tenant, or would have to expend considerable time, money and effort to do so to enforce such judgment.

41. Landlords involved in landlord-tenant lawsuits were free to challenge the legality of the City's 80/20 requirement or the validity of their settlements in those lawsuits (on the ground of "coercion" or on any other basis) or in appeals to the Wayne County Circuit Court, but my recollection is that they did not do so. Where no landlord-tenant case was pending, landlords similarly could have filed separate lawsuits to challenge the legality of the City's 80/20 requirement or the validity of the settlements they stipulated to (on the ground of "coercion" or on any other basis), but my recollection is that they did not do so.

42. Plaintiff, Laurence Wolf, applied for CERA funding on behalf of some of his tenants. On information and belief, all applications for CERA funding where Plaintiff was the landlord, regardless of who submitted the application, were processed under ERA 1 and all distributions were made under ERA 1.

43. I am competent to testify to the facts stated in this Declaration, and will do so if called to testify in this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on Jan. 28, 2025

Chelsea Neblett

ATTACHMENT 1

Rental Map

MENU

25 EAST PALMER STREET,
Detroit, MI, 48202

REPORT SUSPECTED RENTAL

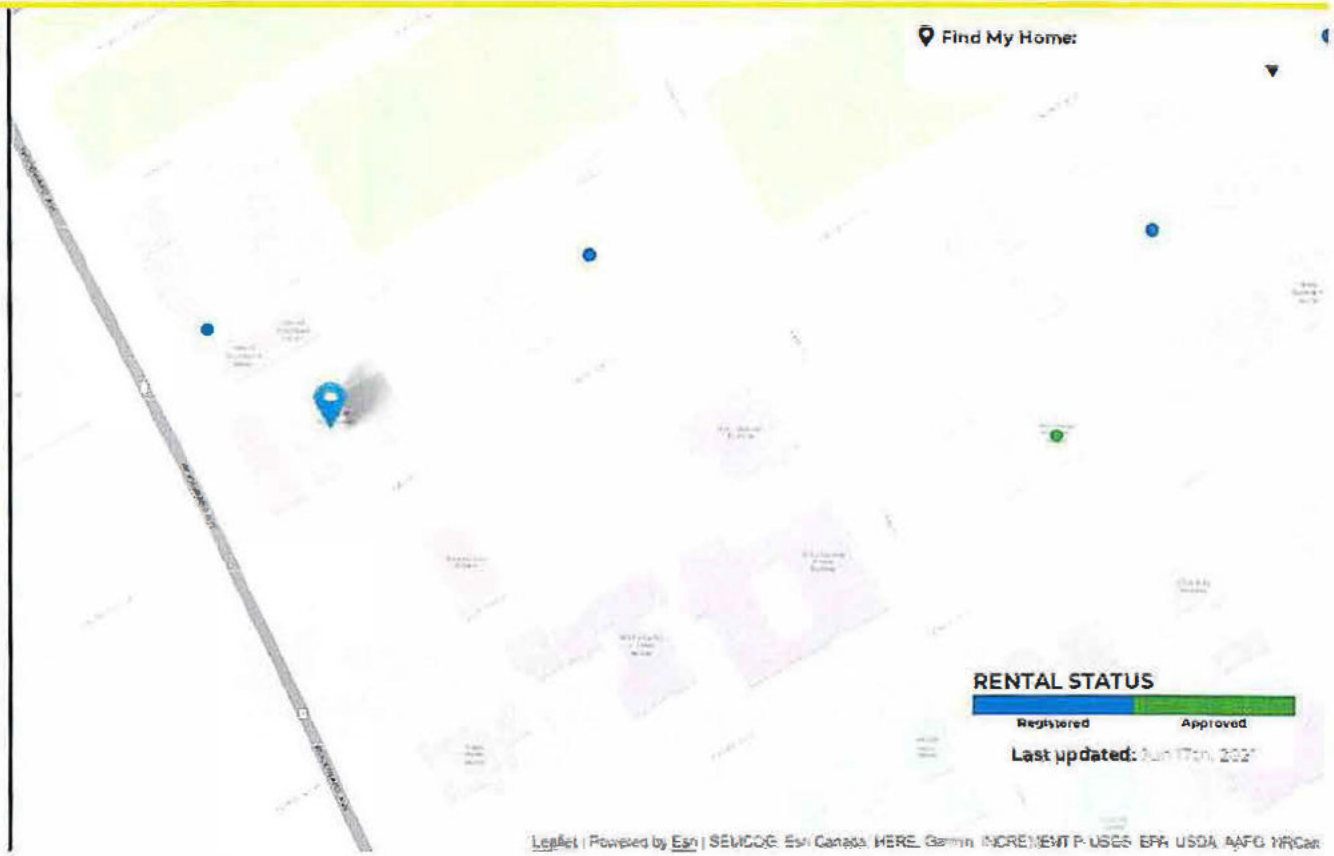
COMPLIANCE STATUS

NOT APPROVED RENTAL

Registered

Compliance

APPLY FOR RENTAL ESCROW PROGRAM



MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

ATTACHMENT 2

CERA Program Worksheet

Tenant Information	
Name:	[redacted]
Address:	25 E Palmer Detroit MI 48202

Calculation Data	
County	Wayne
Unit Bedroom Size	1
Family Size (Household size)	1
Use Income Worksheet?	Yes
Gross Annual Income from Income Worksheet	$ -
Total Rental Arrears and Late Fees	$ 6,277.00
Use Subsidized Worksheet?	No
Rental Arrears after March 13, 2020 (Do not include utilities, late fees, or court costs)	$ 6,127.00
Total Late Fees after March 13, 2020	$ 150.00
Total Court Costs after March 13, 2020 (Only eligible for cases that have already filed for eviction)	$ 60.00
Current Monthly Rent Amount (Tenant Portion if Subsidized Rent)	$ 775.00
Number of Months in Rental Arrears	8

Assistance Calculation		
Income Eligibility		Eligible
150% Fair Market Rent		$ 1,231.00
80% Area Median Income (AMI)		$ 44,800.00
AMI Category		Under 30% AMI
Eligible Months of Rental Arrears		8
Eligible Months of Future Assistance Currently Approved		3
Potential Months of Future Assistance with Income Recertification		3
Tenant Portion of Rental Arrears (Includes rental arrears and late fees above assistance)		$ -
Eligible Past Due Rental Assistance		$ 6,127.00
Eligible Future Rent Assistance	3 Month(s) at $775	$ 2,325.00
Eligible Late Fees		$ 150.00
Eligible Court Fees		$ 60.00
Total Assistance		**$ 8,662.00**

Marian Abernathy — Staff Name

7/29/2021 — Date

MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

CERA Utility Worksheet

Tenant Information	
Name:	[redacted]
Address:	25 E Palmer Detroit MI 48202

Income Eligibility	Eligible
Family Size	1
AMI Category	Under 30% AMI
Tenant Portion of Past Due Utilities	$ -

Utility*	Provider	Past Due Balance	Past Due Utility Assistance	Future Utility Assistance	Total Utility Assistance	Utility Assistance Actually Paid
Electricity	DTE	$ 79.09	$ 79.09	$ 150.00	$ 229.09	$ 229.09
Home Heating (Non-Electric Sources Only)	DTE	$ 21.62	$ 21.62	$ 150.00	$ 171.62	$ 171.62
Water		$ -	$ -		$ -	$ -
Sewer		$ -	$ -		$ -	$ -
Trash**		$ -	$ -		$ -	$ -
Total		**$ 100.71**	**$ 100.71**	**$ 300.00**	**$ 400.71**	**$ 400.71**

* If multiple utilities are paid to the same provider, the total can be combined and entered on one utility line.

** Trash should only be paid when billed as part of another utility billing.

Instructions:
An amount must be entered in the Past Due Balance for each utility. If the account is not past due enter "0".
If future assistance is to be split between Electricity and Home Heating, enter the provider name even if the past due balance is "0".
Utility Assistance Actually Paid must be entered manually based on the actual assistance provided which may vary per utility provider if the total utility arrearage is over the program limit.

SETTLEMENT STATEMENT – RELEASE AND WAIVER OF RENT ARREARAGE

STATE OF MICHIGAN COVID EMERGENCY RENTAL ASSISTANCE PROGRAM

"CERA"

This Settlement Statement and Release and Waiver of Rent Arrearage is prepared on 7/29/2021, by and between:

Landlord: Laurence Wolf Properties

Tenant: [redacted]

RECITALS

A. The purpose of this Statement is to document terms between a Landlord and Tenant where the Tenant has unpaid rent accruing during the COVID-19 covered period of March 13, 2020 through December 31, 2021.

B. Tenant and Landlord entered in to a lease dated 9/26/2019 for the property located at 25 E Palmer St Detroit MI 48202 (the "Lease").

C. On or about 3/19/2021 Landlord delivered to Tenant a Demand for Possession claiming breach of the Lease for non-payment of rent by the Tenant, or notice of accrued past-due rent.

TERMS

1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of $ 6127.00

2. Landlord and Tenant agree the CERA program applicable total rent arrearage is $8662.00 (the "CERA Settlement"). Any and all remaining balance of past-due rent and all late fees and penalties accrued as of the date of this Agreement are herewith forgiven and released by Landlord according to the terms hereof.

3. The amount due to the Landlord shall be paid as follows if there is a Certificate of Compliance, Accepted Certificate of Compliance CERA Exception for the rental property the subject of this settlement agreement:

    a. The CERA program shall pay Landlord $ 6127.00 no later than 8/29/2021 (the "Program Portion"). Agency fulfilling Program Portion payment: Wayne Metropolitan Community Action Agency 7310 Woodward Ave. Detroit, MI 48202.

    b. In addition, The CERA program shall pay the Landlord $ 775.00 per month for 3 months beginning on 8/29/2021.

    c. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due after their CERA assistance has ended.

d. In addition, Tenant shall pay Landlord $0 no later than (the "Tenant Portion").

4. The amount due to the Landlord shall be paid as follows if there is no Certificate of Compliance, or no Accepted Certificate of Compliance CERA Exception for the rental property the subject of this settlement agreement:

a. The CERA program can pay Landlord $6127.00. Agency fulfilling Program Portion payment: Wayne Metropolitan Community Action Agency 7310 Woodward Ave. Detroit, MI 48202.

b. Payment will be made in the following manner, $4901.60 (80%) shall be paid to the landlord, and $1225.40 (20% shall be held in escrow). Payments shall be made within __21__ days of signing this agreement.

c. Landlord shall accept 3rd party payment for all or part of the payment of $4901.60 (80%) and failure to cooperate by Landlord shall constitute a waiver of the due date for payment set forth in paragraph 1. If there is a balance owed, then that shall be set forth here as to how it will be paid or waived.

d. Payment shall be considered tendered when mailed to landlord and the escrow portion submitted to the escrow account.

e. In order to receive the 20% funds held in escrow, the landlord shall register the property as a rental with BSEED and do the following within 90 days of the settlement date:

i. Obtain a Certificate of Compliance from the City of Detroit. As part of obtaining a C of C, compliance-related repairs may be required. See attached list of potential compliance-related repairs in the appendix that can be considered expended.

ii. Obtain or produce written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

iii. Expend and provide proof of expenditure of $1225.40 to make repairs to bring the unit nearer to compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

f. Written verification provided by landlord to confirm that the 90 day compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process landlords request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in escrow during this extension.

g. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

h. If landlord timely complies with paragraph 4e then funds held in escrow shall be released to landlord within 30 days of approved request. If landlord does not comply with paragraph 4e timely then the funds held in escrow shall be released to tenant.

i. Landlord shall provide adequate written notice for access to the premises as outlined in the current lease agreement. If no current lease agreement exists, or does not specify a timeframe, then Landlord shall provide at least 48 hours for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

j. Tenant shall not interfere with landlord's obligation to make repairs where applicable.

k. Landlord agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

l. Payments made in compliance with paragraph 4 shall constitute full satisfaction of all rent and costs owed to landlord through ___7/29/2021 ____.

5. By making application to CERA the Landlord has agreed to:

a. The settlement amount will be the Tenant's total obligation for rent, late fees, court costs, and other charges (recognizing that, if the CERA payment includes prospective rent, that payment might surpass the Tenant's present financial obligation). The settlement amount shall not include and the Landlord/Owner waives any late fees assessed after March 13, 2020 in excess of $400 and any court costs in excess of $150.

b. When the CERA payment will not fully satisfy Tenant's financial obligation to Owner/Landlord and the settlement includes an installment repayment plan, if Tenant is performing that plan's repayment terms, which performance Owner/Landlord will cooperate with, Owner/Landlord will not take steps to evict Tenant for non-payment of the rent (or any other charges) that plan covers.

c. It will waive any other present and known grounds for eviction against Tenant other than its nonpayment of rent claim or a claim based on a serious and continuing violation of the lease or law.

d. Except for grounds permitted by Paragraph 3 or 4 above, or in MCL 600.5714(1)(b), (c)(i), (d), (e), or (f), or MCL 600.5775, Owner/Landlord will not take steps to terminate a tenancy anytime before 1 month after a CERA payment, or, if a CERA payment covers a period of prospective rent, until at least 1 month after that period.

e. It has not received any other eviction diversion or rental assistance payments for this same arrearage for this Tenant.

6. By making application to CERA the Tenant has agreed that if funded, this application only resolves the issue of rent arrears and fees owed through the date of payment of rental assistance, and that all other obligations of the Lease remain enforceable.

(10)

ATTACHMENT 3

STATE OF MICHIGAN 36th JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 20347357 LT Hon. Jacquelyn A. McClinton

Court address: 421 Madison Avenue Detroit, MI 48226

Court telephone no.: 313-965-5594

Plaintiff's name, address, and telephone no.		Defendant's name, address, and telephone no.
Laurence Wolf Properties	v	Kinicha Hawkins 25 East Palmer #49 Detroit, MI 48202
Plaintiff's attorney, bar no., address, and telephone no. James A. Abbott (P26085) 111 Cadillac Square Suite 310 Detroit, MI 48226 313-967-1000		Defendant's attorney, bar no., address, and telephone no. Brant A. Losinski (P84238) Lakeshore Legal Aid 2727 2nd Avenue, Suite 301 Detroit, MI 48201 313-242-0811

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

1. The case is dismissed without prejudice subject to the conditions below.

2. Defendant shall pay the following to plaintiff ☑ pursuant to the terms in item 3: ☑ on or before ~~9/1/2021~~ 10/1/21 BL
date

a. Rent..... $ 6,127 due through the time period ending 7/31/21
Date
b. Court costs..... $ 150 + 60 late fees
c. Other money due..... $ 2,325 future rent
d. Total..... $ 8,662

☑ 3. Further conditions: See addendum

4. If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.

☑ a. Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*

OR

☐ b. This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

5. Defendant remains responsible for paying the entire amount as stated in this order that is not paid by Michigan Department of Health and Human Services (MDHHS) or any other third party within the time period provided by this order.

6. The defendant may be liable for money damages if additional rent is owed or if there is damage to the property.

☑ 7. Partial payment by defendant of the amount due in item 2d above will not prevent issuance of an order of eviction should a judgment enter after default on this conditional dismissal.

10/6/21

Judge signature and date

JUDGE JACQUELYN A. McCLINTON

☐ MCR 4.201(I) was explained to the parties.

Approved as to form and content.

Jama Swift 9-2-21
Plaintiff/Plaintiff's attorney signature and date

Brant Losinski 9/1/21
Defendant's attorney signature and date

/s/ Kinicha Hawkins w/permission 9/1/21 BL
Defendant's signature and date (optional if represented)

STATE OF MICHIGAN
IN THE THIRTY-SIXTH DISTRICT COURT
FOR THE COUNTY OF WAYNE

Laurence Wolf Properties
Plaintiff,

v.

Kinicha Hawkins
25 East Palmer #49
Detroit, MI 48202,
Defendant.

Case No. 20347357 LT

ATTACHMENT 1 TO CONSENT ORDER FOR CONDITIONAL DISMISSAL

Hon. Jacquelyn A. McClinton

James A. Abbott (P26085)
111 Cadillac Square Suite 310
Detroit, MI 48226
313-967-1000
attorneyabbott@live.com

Brant A. Losinski (P84238)
Lakeshore Legal Aid
Attorneys for Defendant
2727 Second Avenue, Suite 301
Detroit, MI 48201
313-242-0811
blosinski@lakeshorelegalaid.org

ATTACHMENT 1

The Plaintiff, Laurence Wolf Properties and the Defendant, Kinicha Hawkins, by and through their respective attorneys, agree to the following terms and conditions in addition to those set forth in the attached Conditional Dismissal, entered on 8/11/2021:

1. $8,662.00 shall be paid to Plaintiff by the City of Detroit's HARA, Wayne Metropolitan Community Action Agency (Wayne Metro), through the state CERA (COVID Emergency Rental Assistance) funds. The funds are broken down as follows: $6,127.00 for past due rent assistance, $150.00 for court costs, $60.00 for late fees, and $2,325.00 for future rent.

2. Plaintiff acknowledges by signature below that Defendant cannot control the processing or timing of the issuance of CERA funds and agrees to hold Defendant harmless for any delay in the processing of the application or issuance of the funds.

3. Future rent assistance will be applied as follows: $775.00 to August rent, $775.00 to September rent and $775.00 to October rent.

4. Out of the total amount of CERA funds, Wayne Metro shall pay Plaintiff $7,437.00 by 9/01/21, and $1,225.00 shall be put in escrow with Wayne Metro, unless plaintiff has already

obtained a Certificate of Compliance (CoC) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by the date of this Consent Order For Conditional Dismissal.

5. If Plaintiff does not have a CoC for the subject property, Plaintiff shall obtain a CoC from the City of Detroit, BSEED, no later than 12/31/21 or by such later extended date as verified by BSEED.

6. If Plaintiff complies with Paragraph 5 timely, funds held in Wayne Metro escrow account shall be released to Plaintiff. If Plaintiff fails to comply with Paragraph 5 timely, the funds held in Wayne Metro escrow shall be released to Defendant.

7. Plaintiff shall provide at least 24 hours written notice for access to the premises to inspect or complete work necessary to obtain the CoC. Plaintiff contact Defendant for immediate. emergency access if necessary.

8. Defendant shall not interfere with Plaintiff's obligation to obtain a CoC.

9. Plaintiff agrees to make repairs during reasonable hours and to hire repair persons appropriate and as necessary for any work requiring licensing.

10. Payments made in compliance with Paragraph 1 shall constitute full satisfaction of all rent and costs owed to Plaintiff through July 31, 2021.

11. Future rent of $775.00 per month for three months shall be paid directly to Plaintiff, but failure to pay does not constitute a violation of this conditional dismissal and is subject to separate action for collection or possession. Plaintiff agrees to accept third party payments.

12. Future repair issues or claims to offset future rent by Defendant are also not subject to litigation in this case.

13. Plaintiff may not file a termination of tenancy case against Defendant without cause, during the three months which Plaintiff is provided to obtain the CoC.

Case No. 20347357 LT

Dated: 9.2.24

James A. Abbott (P26085)
Attorney for Plaintiff

Dated: _____

Plaintiff

Dated: 9/1/21

Brant A. Losinski (P84238)
Attorney for Defendant

Dated: 9/1/21

/s/ Kinicha Hawkins w/permission BL
Defendant

Dated: 10/5/21

P68314
Hon. Jacquelyn A. McClinton

JUDGE JACQUELYN A. McCLINTON

ATTACHMENT 4

ERA Compliance Report - City of Detroit- ERA 2 Quarter 2 2021
Report Period : Quarter 2 2021 (April-June)

Recipient Profile

Recipient Information

Recipient DUNS	006530661
Recipient DUNS (+4)	0000
Recipient TIN	386004606
Recipient Legal Entity Name	Detroit, City of
Recipient Type	Local Government
Recipient Address	2 Woodward Ave. Suite 1026
Recipient Address 2	
Recipient Address 3	
Recipient City	Detroit
Recipient State/Territory	MI
Recipient Zip5	48226
Recipient Zip+4	
Country Name	

Recipient Information

Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipients

Name: WAYNE-METROPOLITAN COMMUNITY ACTION AGENCY INC

Recipient DUNS	053258109
Recipient DUNS (+4)	
Recipient TIN	381976979
Recipient Type	Nonprofit with Sec 501(C)(3) IRS status (Other than an institution of Higher Education)
POC Email Address	mcenti@waynemetro.org
Recipient Address	7310 Woodward Ave.
Recipient Address 2	Suite 800
Recipient Address 3	
Recipient City	DETROIT
Recipient State/Territory	MI
Recipient Zip5	48202
Recipient Zip+4	3165
Is the subrecipient registered in SAM.gov	Yes

Name: UNITED COMMUNITY HOUSING COALITION

Recipient DUNS	051034715
Recipient DUNS (+4)	
Recipient TIN	382142140
Recipient Type	Nonprofit with Sec 501(C)(3) IRS status (Other than an institution of Higher Education)
POC Email Address	jthompson@uchcdetroit.org
Recipient Address	2727 SECOND AVENUE
Recipient Address 2	NO 313
Recipient Address 3	
Recipient City	DETROIT
Recipient State/Territory	MI
Recipient Zip5	48201
Recipient Zip+4	2658
Is the subrecipient registered in SAM.gov	Yes

Name: THE HEAT AND WARMTH FUND

Recipient DUNS	020396122
Recipient DUNS (+4)	
Recipient TIN	382646924
	Nonprofit with Sec 501(C)(3) IRS status (Other than an

Recipient Type	institution of Higher Education)
POC Email Address	crowland@thawfund.org
Recipient Address	535 GRISWOLD STREET
Recipient Address 2	STE 200
Recipient Address 3	
Recipient City	DETROIT
Recipient State/Territory	MI
Recipient Zip5	48226
Recipient Zip+4	3604
Is the subrecipient registered in SAM.gov	Yes

Name: City of Detroit

Recipient DUNS	
Recipient DUNS (+4)	
Recipient TIN	
Recipient Type	Local Government
POC Email Address	danielste@detroitmi.gov
Recipient Address	2 Woodward Ave
Recipient Address 2	Suite 1026
Recipient Address 3	
Recipient City	Detroit
Recipient State/Territory	MI
Recipient Zip5	48226
Recipient Zip+4	
Is the subrecipient registered in SAM.gov	Yes

Projects

Project Overview

Federal Award Identification Number (FAIN)	ERAE0204
CFDA #	21.023
Award Date	5/13/2021
Grant Funds Received	$11,232,532.04
Recipient Project ID	CODERAP2
Name of the ERA Project	City of Detroit ERA2 Project
ERA Project Website URL	http://www.detroitevictionhelp.com
Geographic Service Area	City-Wide
System for Prioritizing Assistance Narrative	The city's ERAP2 program targets households earning at or below 80% AMI with priority given to those below 50%-under $40,000 for a household of four, in the Detroit region. All applications are received through the MSHDA online application portal (paper applications are available in English and Spanish and are input into the online system by subrecipient agencies) and are disseminated to the proper subrecipient agency who in turn prioritizes based on eligibility factors including household income, rental or utility arrears stemming from March 13, 2020 and eviction status. Other factors are also required for an application to be considered such as documented hardships accepted by ARPA and related to Covid19. The majority of applicants to the program are below the 50% AMI threshold. Information about the prioritization of applications is available at detroitevictionhelp.com. Within the state of Michigan, the City of Detroit has consistently had over 21% of applications for the CERA or ERA1 program. This intake pipeline is the same for ERAP2. The ERAP2 program is better able to serve low-income residents in the City of Detroit who require higher and are eligible for higher amounts of rental assistance, utility and internet assistance, and/or temporary relocation supports than allowed under the State's CERA or ERA1 guidelines.
	The City of Detroit, Michigan's Emergency Rental Assistance Program also known as ERAP2 is a citywide program serving residents and landlords with properties in the City limits of Wayne County. In order to ensure streamlined communication for residents, ERAP2 has aligned application and access through the State's ERA1 or CERA (COVID Emergency Rental Assistance Program). Residents apply for CERA and are determined eligible for payment through ERAP2 on the backend by processing agencies. The city has selected three subrecipient agencies to administer the rental assistance, eviction prevention and housing stability services provided under ERAP2. These agencies are: Wayne Metro Community Action Agency, United Community Housing Coalition and The Heat and Warmth Fund. The three subrecipients together are expected to assist 200-400 eligible households per month with direct financial assistance from ERAP2 totaling between $8,000-10,000 per household on average. (The same

Project Description	subrecipients are also serving households under the ERA1 program so the total number of households served monthly in the Detroit region is expected to be 1000 – 2000.) Subrecipients have submitted monthly detailed spending plans to the City of Detroit aligned with Treasury spending guidelines. The city expects to spend 50% of its current total allocation by the March 31, 2022 deadline. Other key partner organizations include legal services providers (Lakeshore Legal Aid, Michigan Legal Services-both of whom offer free legal help to households with eviction proceedings held in Detroit's 36th District Court-where 4 judges hear 40-70 nonpayment of rent cases daily). The city also partners closely with the 36th District Court and twice a week, hosts its partner coordination meeting where at a minimum, involving all ERAP2 processing agencies, state officials, 36th District Court, local utility providers, legal service providers, and the City's internal support teams. Tenant-defendants in 36th District Court can avail themselves of a 45 day stay of proceedings by confirming submission of a rental assistance application. Through the increasing number of evictions filed and the growing need for free legal representation, The city formed Detroit Landlord-Tenant Legal Counsel (DLTLC) Program, utilizing ERAP2 Housing Stability Services. DLTLC is a partnership with private lawyers who are paid on a case-by-case basis once a Conditional Dismissal to remove the eviction judgement has been obtained. Legal Service Providers, City Building Safety and Engineering Department Authority staff, City Procurement and Contracting staff, and rental assistance processing agencies conducted training for accepted lawyer applicants to the DLTLC program. The city also has program relationships with the Michigan State Housing Development Authority (MSHDA), the Homeless Action Network of Detroit (HAND) and the Coordinated Assessment Model (CAM) who serves as the city's Continuum of Care and point of entry for homeless individuals. Although eviction prevention is the primary goal of ERAP2, other households facing imminent threats of homelessness can also receive assistance through the program. This includes hotel-motel placement for those who are doubled-up and have been forced out of their homes due to code, health and safety violations. ERAP2 outreach efforts thus far have included legal service provider staffing at 36th District court, program presentations hosted on social media and during neighborhood and community meetings, direct outreach meetings to plaintiff attorneys and landlords with multiple properties, flyers distributed throughout the community as part of larger targeting efforts including vaccine canvassing, mailings to tenant-defendants alongside 36th District hearing notices, mailings to tenant-defendants on the 36th District writ list, and public television advertising. The primary way for residents and landlords to obtain program information and apply is online through the city's website at detroitevictionhelp.com or call the Detroit Eviction Helpline at (866) 313-2520 where residents can receive free Navigation Appointments and complete their application via phone. Community Partners can request outreach presentations or download social media materials in multiple languages directly at the detroitevictionhelp.com website.

Use of Fact Based Proxies for Determining Eligibility	Yes
Explanation for Use of Fact Based Proxies for Determining Eligibility	Sub-recipients have the ability to use fact based proxies specifically zip codes with associated median income levels in the City of Detroit. For the current reporting period self attestations of income were the primary eligibility verification utilized for the processing of applications.

Subawards

Subward No: 6003723

Subaward Type	Grant: Reimbursable
Subaward Obligation	$8,215,000.00
Subaward Date	7/4/2021
Place of Performance Address 1	7310 Woodward Ave Suite 800
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48202
Place of Performance Zip+4	3165
Place of Performance Country	United States
Description	Subrecipient provides emergency rental assistance and utility assistance
Subrecipient	Wayne Metropolitan Community Action Agency
Period of Performance Start	7/4/2021
Period of Performance End	7/15/2024

Subward No: 6003722

Subaward Type	Grant: Reimbursable
Subaward Obligation	$4,920,100.00
Subaward Date	7/16/2021
Place of Performance Address 1	2727 Second Ave Suite 313
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48201
Place of Performance Zip+4	2658
Place of Performance Country	United States
Description	Subrecipient provide emergency arrearages in rental assistance and utility assistance,
Subrecipient	United Community Housing Coalition
Period of Performance Start	7/16/2021
Period of Performance End	7/15/2024

Subward No: 6003724

Subaward Type	Grant: Reimbursable
Subaward Obligation	$1,187,000.00
Subaward Date	7/4/2021
Place of Performance Address 1	1212 Griswold
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48226
Place of Performance Zip+4	3604
Place of Performance Country	United States
Description	Subrecipient provides assistance to eligible households for utility assistance.
Subrecipient	The Heat and Warmth Fund
Period of Performance Start	7/4/2021
Period of Performance End	7/15/2024

Subward No: 6003722b

Subaward Type	Grant: Reimbursable
Subaward Obligation	$1,364,189.91
Subaward Date	7/4/2021
Place of Performance Address 1	2727 Second Ave Suite 313
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48201
Place of Performance Zip+4	
Place of Performance Country	United States
Description	increase award by 1,364,189.91
Subrecipient	UNITED COMMUNITY HOUSING COALITION
Period of Performance Start	7/4/2021
Period of Performance End	7/15/2024

Subward No: 6003723b

Subaward Type	Grant: Reimbursable
Subaward Obligation	$10,895,040.00
Subaward Date	7/4/2021
Place of Performance Address 1	7310 Woodward Ave

Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48202
Place of Performance Zip+4	
Place of Performance Country	United States
Description	increase award by 10,895,040
Subrecipient	WAYNE-METROPOLITAN COMMUNITY ACTION AGENCY INC
Period of Performance Start	7/4/2021
Period of Performance End	7/15/2024

Expenditures

Aggregate Expenditures more than $30,000

Expenditure: EN-00135672

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$8,963.24
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00135670

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$239,334.60
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00135669

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	

Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	($239,334.60)
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134780

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005137
Subaward No	6003724
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$239,334.60
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134577

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$124,683.93
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134576

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$230,273.20
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134574

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$3,894,963.63
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134573

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$75,524.43
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of	

the grant?	
If No above, provide a brief description	

Expenditure: EN-00134570

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/30/2021
Expenditure Amount	($75,524.43)
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134563

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$15,351.00
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134558

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021

Expenditure End	12/31/2021
Expenditure Amount	$1,943,609.67
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134569

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$75,524.43
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134552

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$3,616,847.10
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134545

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143

Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$110,428.33
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134513

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	10/1/2020
Expenditure End	12/31/2021
Expenditure Amount	($199,685.08)
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00130536

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2020
Expenditure Amount	($242,010.64)
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218697

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	($31,902.52)
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218596

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$15,951.26
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218366

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/30/2022

Expenditure Amount	($14,185.24)
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218350

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	($15,000.00)
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218604

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	($17,998.97)
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00216272

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	

Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$127,799.55
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00215347

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005137
Subaward No	6003724
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$23,950.61
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00214418

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005137
Subaward No	6003724
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$431,834.79
Expenditure Category	Financial Assistance: Utility/Home Energy Costs Arrears
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213635

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$53,991.33
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213414

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$1,421,856.81
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213410

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$83,753.82
Expenditure Category	Administrative Costs

Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213218

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$4,963,497.16
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213199

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$1,568,863.86
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213182

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	

Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$194,188.73
Expenditure Category	Financial Assistance: Other Housing Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213177

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$694,870.09
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213167

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	($367,737.92)
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00201660

Project Name	City of Detroit ERA2 Project

Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$367,737.92
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00021288

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	7/4/2021
Expenditure End	9/30/2021
Expenditure Amount	$131,582.31
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003107

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$0.00
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003106

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$15,000.00
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003105

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$12,629.54
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003104

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$14,185.24

Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003103

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$15,951.26
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003099

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$131,582.31
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	N/A

Expenditure: EN-00003098

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	

Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$131,582.31
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003097

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$131,582.31
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003096

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$17,998.97
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00520706

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$512,200.22
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473969

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$41,362.87
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473968

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$13,254.95
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of	

the grant?	
If No above, provide a brief description	

Expenditure: EN-00473967

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Financial Assistance: Other Housing Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473966

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$279,599.48
Expenditure Category	Financial Assistance: Rental Arrears
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473965

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022

Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473964

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$100,425.60
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473963

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473962

Project Name	City of Detroit ERA2 Project
Subaward ID	

Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$217,314.22
Expenditure Category	Financial Assistance: Other Housing Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473961

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$64,096.61
Expenditure Category	Financial Assistance: Utility/Home Energy Costs Arrears
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473960

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473959

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$1,194,378.95
Expenditure Category	Financial Assistance: Rental Arrears
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473958

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Aggregate Disbursements less than $30,000

Expenditure: EN-00218724

Project Name	City of Detroit ERA2 Project
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Subaward Type (Aggregates)	Aggregate of Contracts Awarded for less than $30,000
Total Quarterly Expenditure Amount	$77,200.00
Total Quarterly Obligation Amount	$408,000.00

Expenditure: EN-00135683

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Subaward Type (Aggregates)	Aggregate of Contracts Awarded for less than $30,000
Total Quarterly Expenditure Amount	$0.00
Total Quarterly Obligation Amount	$336,000.00

Expenditure: EN-00021298

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Utility/Home Energy Costs Arrears
Subaward Type (Aggregates)	Aggregate of Direct Payments for less than $30,000
Total Quarterly Expenditure Amount	$15,000.00
Total Quarterly Obligation Amount	$15,000.00

Expenditure: EN-00021291

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Subaward Type (Aggregates)	Aggregate of Direct Payments for less than $30,000
Total Quarterly Expenditure Amount	$1,612.97
Total Quarterly Obligation Amount	$1,612.97

Expenditure: EN-00021290

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Rent
Subaward Type (Aggregates)	Aggregate of Direct Payments for less than $30,000
Total Quarterly Expenditure Amount	$16,386.00
Total Quarterly Obligation Amount	$16,386.00

Expenditure: EN-00003102

Project Name	City of Detroit ERA2 Project
Expenditure Category	Administrative Costs
Subaward Type (Aggregates)	Aggregate of Grants Awarded for less than 30000
Total Quarterly Expenditure Amount	$12,629.54
Total Quarterly Obligation Amount	$4,920,100.00

Expenditure: EN-00520703

Project Name	City of Detroit ERA2 Project
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Subaward Type (Aggregates)	Aggregate of Contracts Awarded for less than $30,000
Total Quarterly Expenditure Amount	$176,150.00

Total Quarterly Obligation Amount	$17,150.00

Aggregate Disbursements to Individuals

Expenditure: EN-00241812

Project Name	City of Detroit ERA2 Project
Expenditure Category	Administrative Costs
Total Quarterly Expenditure Amount	$0.10
Total Quarterly Obligation Amount	$0.10

Expenditure: EN-00241807

Project Name	City of Detroit ERA2 Project
Expenditure Category	Administrative Costs
Total Quarterly Expenditure Amount	($12,629.64)
Total Quarterly Obligation Amount	($12,629.64)

Expenditure: EN-00241803

Project Name	City of Detroit ERA2 Project
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Total Quarterly Expenditure Amount	($15,951.26)
Total Quarterly Obligation Amount	($15,951.26)

Expenditure: EN-00241795

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Rent
Total Quarterly Expenditure Amount	($2,000.00)
Total Quarterly Obligation Amount	($2,000.00)

Expenditure: EN-00241792

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Other Housing Costs
Total Quarterly Expenditure Amount	($12,185.24)
Total Quarterly Obligation Amount	($12,185.24)

Expenditure: EN-00021296

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Other Housing Costs Incurred due to Covid-19
Total Quarterly Expenditure Amount	$12,185.24
Total Quarterly Obligation Amount	$12,185.24

Expenditure: EN-00021294

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Rent
Total Quarterly Expenditure Amount	$2,000.00
Total Quarterly Obligation Amount	$2,000.00

Expenditure: EN-00021293

Project Name	City of Detroit ERA2 Project
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Total Quarterly Expenditure Amount	$15,951.26
Total Quarterly Obligation Amount	$15,951.26

Expenditure: EN-00021292

Project Name	City of Detroit ERA2 Project
Expenditure Category	Administrative Costs
Total Quarterly Expenditure Amount	$12,629.54
Total Quarterly Obligation Amount	$12,629.54

Demographics

ERA Applicants

Number of unique households that completed and submitted an application for ERA assistance:	0
Number of Unique Households that Received ERA Assistance (#):	0
Number of Unique Households that Received their Initial ERA Assistance in the Current Reporting Period:	0

ERA Assistance Provided

Number of unique households that received ERA assistance by type: Rent	0
Number of unique households that received ERA assistance by type: Rental Arrears	0
Number of unique households that received ERA assistance by type: Utilities/Home Energy Bills	0
Number of unique households that received ERA assistance by type: Utilities/Home Energy Arrears	0
Number of unique households that received ERA assistance by type: Other expenses related to housing	0
Number of unique households that received ERA assistance by type: Housing stability services	0

Participant Households at Certain Income Levels

Number of unique households at certain income levels: Less than 30% of Area Median Income	0
Number of unique households at certain income levels: Between 30 and 50% of Area Median Income	0
Number of unique households at certain income levels: Between 50 and 80% of Area Median Income	0
Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs: Households Eligible- Prior Enrollment	0
Total number of recipient households whose income eligibility was determined using a fact-based proxy:	0
Total amount of ERA award paid to or for participant households:	$0
Average Number of Months of Rent or Utility/Home Energy Payments Covered for Each Participant Household:	0.00

Award Activity Amounts Approved (Obligated) and Amounts Paid (Expended) During the Quarter

Total Dollar Amount of ERA Award Funds Approved (Obligated) to or for Participant Households	$0
Total Dollar Amount of ERA funds Paid (Expended) for Administrative Expenses	$0
Total Dollar Amount of ERA Award Funds Approved (Obligated) for Administrative Expenses	$0
Total Dollar Amount of ERA Award Funds Paid (Expended) for Housing Stability Services	$0
Total Dollar Amount of ERA Award Funds Approved (Obligated) for Housing Stability Services	$0

Performance & Financial Report

Performance Narrative	No activity for Q2
Narrative on Effective Practices	No activity for Q2, will share effective practices in Q3 report

Federal Financial Reporting

Current Quarter Obligations	$0.00
Current Quarter Expenditures	$0.00
Cumulative Obligations to Date	
Cumulative Expenditures to Date	

Certification

Name	
Telephone	
Title	
Email	
Submission Date	11/29/2021 12:45 PM

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES,
individually, and on behalf of a class of
similarly-situated persons and entities,

Plaintiff,

-vs-

CITY OF DETROIT,
a municipal corporation,

Defendant.

Case No. 2:23-cv-11645

Hon. Brandy R. McMillion
Mag. Kimberly G. Altman

DECLARATION OF TED PHILLIPS

I, Ted Phillips, declare and state the following:

1. I make this declaration based upon my personal knowledge and from a review of the books and other records and documents of United Community Housing Coalition ("UCHC") presently or previously within my possession, control, and custody.

2. From approximately January 1986 to the present, I have been

employed by UCHC as executive director, with the exception of 2 years (1995-1996) when I served as General Manager of Program, Planning and Budget for the Detroit Housing Department in the Mayor Archer administration.

3. UCHC provides a variety of services generally helping families and individuals located in Detroit remain in their homes or rented properties, preserve family assets and protect neighborhoods from blight caused by vacant housing. In particular, UCHC assists and advocates for Detroit residents in housing related matters, such as eviction cases and other landlord-tenant matters.

4. Through my position as executive director, I am familiar with the manner in which UCHC received and distributed Covid Emergency Rental Assistance (CERA) relief funds authorized under the Consolidated Appropriations Act of 2021, 15 USCS § 9058a ("the CAA"), and the American Rescue Plan Act, 15 USCS § 9058c ("ARPA") (jointly referred to as "the Relief Acts") from approximately 2021 to the present.

5. UCHC received these funds as follows. First, the United States Treasury Department provided funds in 2021 under the CAA (known as "ERA-1 funds" or "ERAP-1 funds") to the State of Michigan. The State, through the Michigan State Housing Development Authority ("MSHDA"), forwarded such funds under its CERA program to the Homeless Action Network of Detroit ("HAND"), which in turn forwarded such funds under contract to UCHC. UCHC

served as a Housing Assessment and Resource Agency ("HARA") tasked with distributing these funds under terms and conditions approved by MSHDA and HAND.

6. Second, The City of Detroit was a grantee or direct recipient of CERA funds later disbursed by the U.S. Treasury under ARPA, commonly referred to as "ERA-2 funds" or "ERAP-2 funds." The City distributed these funds through its CERA program directly to UCHC for distribution under terms and conditions approved by the City. Reimbursement for expenses under this contract was made by the City of Detroit and separate from the HAND contract.

7. The State of Michigan was also a grantee or direct recipient of ERA-2 funds disbursed under ARPA from the Treasury Department. The State, through MSHDA, again allocated these ERA-2 funds to benefit City of Detroit residents (and others) by forwarding these to HAND, which amended their contract with UCHC, which disbursed such funds in the same manner followed regarding ERA-1 funds.

8. UCHC received its first ERA-1 funds from HAND in approximately January 1,2021.

9. UCHC received its first ERA-2 funds from the City in approximately August 1, 2021.

10. The primary purpose of the Relief Acts and both the MSHDA and City CERA programs was to prevent tenants from being evicted and thereby promote housing stability by assisting eligible households with financial assistance to remain in appropriate and safe housing and covering the costs for other such affordable rental housing if they had to move.

11. Under the Relief Acts, CERA funds could be spent for a number of permissible purposes, including such things as (1) financial assistance to eligible households and housing, which included not only rent and rental arrears, but utilities and home energy costs and arrears and "other expenses related to housing;" (2) housing stability services, such as case management and other services; and (3) administrative costs.

12. The key elements of the City's CERA program were as follows:

- If the tenant met all CERA eligibility requirements set forth in the Relief Acts and the Rental Property had either (1) an active Certificate of Compliance ("C of C") from the City's Buildings, Safety Engineering and Environmental Department ("BSEED or (2) a rental registration certificate and an accepted C of C Exception, 100% of the potential rental payments (as calculated by the HARA) would be awarded and released.

- If the Rental Property was habitable, but there was no C of C or rental registration certificate or an accepted C of C Exception, 80% of the potential rental payments as calculated by the HARA would be awarded and released to the landlord, and 20% of the funds would be paid into an escrow account ("the 80/20 requirement").

- The 20% of funds held in escrow could be awarded and

released to the landlord if (1) the Rental Property obtained a C of C or an accepted C of C CERA Exception; or (2) the landlord completed repairs to the Rental Property in an amount equal to or greater than the 20% escrowed amount.

- If the Rental Property did not have a C of C or C of C Exception, and the property was considered uninhabitable according to MSHDA's guidelines, 50% of the potential rental payments calculated by the HARA would be awarded and released to the landlord, while the other 50% would be held in escrow until the habitability issue was resolved. If the habitability issue was resolved, the HARA would either initiate the "80/20 process" or award and pay the full remaining 50%, if the property met the other requirements set forth above.

13. The C of C exception included the following situations:

- The rental unit complied with standards of the U.S. Department of Housing and Urban Development (HUD) by passing a Housing Quality Standards (HQS) inspection, or an active passing Real Estate Assessment Center (REAC) score[1] for publicly assisted housing; or
- written acknowledgment by BSEED that the property was effectively in compliance, and the lack of a C of C was due to factors unrelated to the conditions of the property; or the inability to obtain a timely inspection.

14. UCHC applied the City's CERA program requirements to all CERA applications involving City of Detroit tenants, under both the CAA and ARPA with the full knowledge and approval of HAND and MSHDA.

[1]A REAC score is a numerical evaluation of a property's condition, ranging from 0 to 100. The score is based on a physical inspection by a HUD-certified inspector who assesses the property's safety, cleanliness, structural integrity, and overall livability. A score of 60 is deemed a passing score.

15. MSHDA and HAND were aware that UCHC was applying the City's CERA program requirements to all CERA applications involving City of Detroit tenants, but did not prohibit this, or request UCHC to discontinue this practice.

16. Under the Relief Acts, and MSHDA and the City of Detroit's CERA guidelines, either tenants or landlords could apply for CERA funds. While landlords were not required to participate, no application could be granted without the tenant's approval and participation . If the landlord did not choose to participate or failed to cooperate to provide necessary verification, then funds were released to the tenant with a requirement that they be used for housing. If the landlord did choose to participate then the funds were released to the landlord subject to the 80-20 and all other rules of the program.

17. Landlords who were owed rent from tenants were not required to participate in the CERA programs. In fact, many landlords filed and prosecuted civil actions in the 36th District Court seeking to evict tenants and/or to recover rent owed without participating in the CERA programs. In such instances, landlords could seek the full amount of rent owed (in contrast to those participating in the CERA program, which limited the months for which rent could be sought), and if they received a money judgment, could seek recovery of this full amount through garnishment or other debt collection methods permitted under Michigan law. If landlords chose to litigate, rather than accept CERA funds, tenants could also raise

defenses for abatements and other claims, as well as moving for dismissals due to the landlord not complying with State law to keep property in compliance with all local health and safety requirements.

18. UCHC would typically process an application for CERA funding involving a City of Detroit household as follows. First, UCHC would review the CERA application to determine whether the application contained all of the required documentation and information. Most applications did not contain the required documentation and information (e.g., W-9 for IRS, and ledgers or documentation of amounts owed), requiring UCHC to reach out to the tenants and/or landlords or their legal counsel to obtain the documentation and information.

If UCHC obtained all of the necessary documentation and information, it would calculate the potential maximum CERA assistance. To make this calculation, UCHC began with a worksheet template developed by MSHDA, which listed various categories of assistance and contained a total amount of potential CERA assistance.

19. This total potential maximum figure would be "approved," but this amount was not "awarded," if the property failed to have a Certificate of Compliance. In which case, UCHC next applied the City's CERA program

requirements, including the "80/20" provisions, to determine the amount of the award.

20. After applying the City's CERA program requirements to determine the amount of the award, UCHC contacted the applicant and provided the applicant with a copy of the MSHDA worksheet and a "settlement statement" which provided that the applicant was **not** entitled to and would not be awarded or paid 100% of the total rent owed by the tenant unless the rental unit complied with the City's CERA program requirements. (An example of the documents typically produced and sent to the applicant is attached as Exhibit 1.)

21. The process was somewhat different where the landlord had filed a lawsuit against the tenant in the 36th District Court.

22. In landlord-tenant lawsuits where the rental unit did not have a Certificate of Compliance, UCHC awarded and paid 80% of the rent owed, and 20% of the rent was placed into court escrow, unless the parties agreed to its being held in escrow with UCHC.

23. Where there was an eviction lawsuit pending, almost all tenants had legal counsel. Where a settlement was reached, this would be memorialized in an order filed in court which specifically acknowledged that only 80% of the total rent owed by the tenant would be paid unless the 80/20 requirements were met and 20% would be paid to the court. Often, specific repairs would also be listed.

Compliance for the landlord to receive the 20% would be obtaining a Certificate of Compliance or expending an amount equal to the 20% to make repairs or meeting one of the exceptions. The parties could stipulate to the release of the funds from the court, or if there was dispute, then the court would decide who received the 20%. Generally, the initial judgment was on a standard SCAO form. "Consent Order for Conditional Dismissal, Landlord-Tenant" listing the rent, court costs, etc., with an addendum explaining the parties' agreement that only 80% of the total rent would be paid to the landlord, and 20% to the court and the 20% would not be released to the landlord unless the 80/20 requirements were met. Both these documents were signed by the landlord's attorney. (See, e.g., documents executed in *Laurence Wolf Properties v Anita Hawkins*, 36th District Court Case No. 21-344705-LT, attached as Exhibit 2.)

24. In my view, most or many of the landlords did not seek to obtain a Certificate of Compliance, because doing so would require a City of Detroit inspection of the property, which they felt could cause the City to issue housing or health code violations, which could require them to perform repairs or corrective measures. In fact, I recall landlords stating words to the effect that they did not bother even seeking a Certificate of Compliance, because they did not want the City "in their business." This also explained why many were not even registered as rental properties.

25. In the majority CERA applications, the rental unit did not have a Certificate of Compliance from the City of Detroit, or registration.

26. The City of Detroit's 80-20 condition did not slow the pace of processing applications and distributing CERA funds because those reviewing the applications could quickly determine whether the rental unit had a Certificate of Compliance or not by reviewing the City of Detroit's website. Where the rental unit had a Certificate of Compliance, 100% of potential CERA assistance would be awarded and paid. Where the rental unit did not have a Certificate of Compliance or exception, UCHC could calculate an award of 80% of rent owed by the tenant and other allowable costs and quickly process this for payment.

27. There were delays encountered in processing CERA applications and making payments under the CERA programs, but these were not caused by the City's 80/20 requirements. Delays in processing applications were primarily caused by the sheer number of CERA applications received and the fact that this was a new program. UCHC did not initially have existing staff sufficient to handle the large numbers of applications and the large number of landlord-tenant lawsuits involving rent disputes. UCHC eventually hired more than 125 persons to process CERA applications, but UCHC had to develop internal processes to process the applications, and had to train all of these employees, which took time. Prior to the CERA funding UCHC was typically awarded less than $500,000 dollars a year for

financial assistance from all sources for tenants to pay landlords. During the CERA period UCHC received over $78 million dollars. But for the CERA program most of the landlords assisted would have gotten nothing and their tenant would have been displaced once eviction moratoriums ended.

28. Additional delays in processing CERA applications and distributing funds were caused by such things as:

- incomplete applications or other documentation, and the need to contact landlords and/or tenants to obtain required documentation and information, which sometimes took weeks;
- problems in understanding, accessing and utilizing MSHDA's online portal;
- staff working remotely due to COVID restrictions;
- review of supporting documentation and calculations of potential payments;
- where eviction cases had been filed, negotiations between counsel assigned to represent tenants and landlords or their attorneys in the actions and drafting of appropriate orders. In such cases, landlords or their attorneys often delayed the resolution of the cases, and the disbursement of CERA funds, by seeking adjournments of hearings.

29. The City of Detroit's 80-20 requirement did not constitute an obstacle to the accomplishment of the purposes of the Relief Acts, for the following reasons. First, the primary purpose of the Relief Acts was to promote housing stability by preventing tenants from being evicted, and in the vast majority of cases, those eligible households participating in the CERA programs were not evicted. To the extent that the purpose of the Relief Acts is viewed as more specifically to distribute CERA funds to or on behalf of eligible households, UCHC, distributed nearly $71 million to or on behalf of eligible households in the City of Detroit, thus serving the purposes of the Relief Acts. As noted above, while there were delays in processing CERA applications and paying CERA funds, these delays were not caused by the City CERA program requirements. Moreover, if the U.S. Treasury Department, MSHDA or HAND believed that the City's 80/20 requirement constituted an obstacle to the accomplishment of the purposes of the Relief Acts, they could have required that UCHC cease applying such requirements, but they did not do so.

30. In my experience, no landlords were "coerced" into participating in the CERA program. Each of the landlords decided whether to participate in the program after weighing the advantages and disadvantaged of participating, including the possibility that if they instead opted to seek relief in the district court without participating in the programs, they might be unable to recover a money

judgment against their tenant, or would have to expend considerable time, money, and effort to do so and to enforce such judgment. Their cases also could have been dismissed for failure to comply with state law that requires the landlord to "comply with the applicable health and safety laws of the state and the local until of government where the premises are located."

31. Landlords involved in landlord-tenant lawsuits were free to challenge the legality of the City's 80/20 requirement or the validity of their settlements in those lawsuits (on the ground of "coercion" or on any other basis) or in appeals to the Wayne County Circuit Court, but my recollection is that they did not do so. Similarly, where no landlord-tenant case was pending, landlords could have filed separate lawsuits to challenge the legality of the City's 80/20 requirement or the validity of their settlements they stipulated to (on the ground of "coercion" or on any other basis), but my recollection is that they did not do so.

32. Instead, in Detroit, landlords responded to applications filed by their tenants and encouraged their tenants to apply, and those landlords voluntarily agreed to abide by the conditions of the Detroit CERA program of their free will.

33. Plaintiff, Laurence Wolf, applied for CERA funding on behalf of some of his tenants. On information and belief, all of the applications for CERA funding submitted by Plaintiff on behalf of his tenants were processed under ERA 1 and all distributions were made under ERA 1.

34. I am competent to testify to the facts stated in this Declaration and will do so if called to testify in this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 1/28/25.

Ted Phillips

Exhibit 1

Settlement Statement

Examples

CERA Settlement and 80/20 Agreement

Landlord [redacted] - scanned signature

Tenant [redacted] scanned signature

SETTLEMENT STATEMENT –

RELEASE AND WAIVER OF RENT ARREARAGE

STATE OF MICHIGAN COVID EMERGENCY RENTAL ASSISTANCE PROGRAM

"CERA"

This Settlement Statement and Release and Waiver of Rent Arrearage is prepared on **September 30, 2022**, by and between:

Landlord: [redacted]
[redacted] Midway Ave
Southfield, MI 48075

Tenant: [redacted]
[redacted] Piedmont St
Detroit, MI 48228

RECITALS

A. The purpose of this Statement is to document terms between a Landlord and Tenant where the Tenant has unpaid rent accruing during the COVID-19 covered period of March 13, 2020 through September 20, 2022.

B. Tenant and Landlord entered into a lease dated **March 1, 2019,** for the property located at [redacted]Piedmont St. Detroit, Mi 48228. (the "Lease").

TERMS

1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of **$10,325.00.**

2. Landlord and Tenant agree the CERA program applicable total rent arrearage is **$10,075.00** (the "CERA Settlement"). Any and all remaining balance of past-due rent and all late fees

and penalties accrued as of the date of this Agreement are herewith forgiven and released by Landlord according to the terms hereof.

3. The amount due to the Landlord shall be paid as follows:
   a. The CERA program shall pay Landlord **$ 10,075.00** (which includes **$325.00** in late fees) no later than **October 30, 2022**. (the "Program Portion") according to the Settlement Agreement Addendum. Agency fulfilling Program Portion payment: **United Community Housing Coalition, 2727 Second Ave, Suite 313, Detroit, MI 48201.**
   b. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due after their CERA assistance has ended.
   c. In addition, Tenant shall pay Landlord **$250.00** no later than **October 30, 2022**, (the "Tenant Portion").
4. By making application to CERA the Landlord has agreed to:
   a) The settlement amount will be the Tenant's total obligation for rent, late fees, court costs, and other charges (recognizing that, if the CERA payment includes prospective rent, that payment might surpass the Tenant's present financial obligation). **The settlement amount shall not include, and the Landlord/Owner waives, any late fees assessed after March 13, 2020 in excess of $400 and any court costs in excess of $150.**
   b) When the CERA payment will not fully satisfy Tenant's financial obligation to Owner/Landlord and the settlement includes an installment repayment plan, if Tenant is performing that plan's repayment terms, which performance Owner/Landlord will cooperate with, Owner/Landlord will not take steps to evict Tenant for non-payment of the rent (or any other charges) that plan covers.
   c) It will waive any other present and known grounds for eviction against Tenant other than its nonpayment of rent claim or a claim based on a serious and continuing violation of the lease or law.
   d) Except for grounds permitted by Paragraph 3 above, or in MCL 600.5714(1)(b), (c)(i), (d), (e), or (f), or MCL 600.5775, Owner/Landlord will not take steps to terminate a tenancy any time before 1 month after a CERA payment, or, if a CERA payment covers a period of prospective rent, until at least 1 month after that period.
   e) It has not received any other eviction diversion or rental assistance payments for this same arrearage for this Tenant.
5. By making application to CERA the Tenant has agreed that if funded, this application only resolves the issue of rent arrears and fees owed through the date of payment of rental assistance, and that all other obligations of the Lease remain enforceable.

Settlement Agreement Addendum

80-20 program

The landlord, [redacted] acknowledges that there is no Certificate of Compliance for the rental property the subject of this settlement agreement.

The parties therefore agree to the following additional terms to the settlement agreement in this matter.

1. The total amount of rent and costs owed by the tenant is **$10,325.00** of that amount the CERA program can pay **$10,075.00**. Payment will be made in the following manner, **$8,060.00** (80%) plus future rent (if applicable) shall be paid to the landlord, and **$2,015.00** (20%) shall be held in escrow. Payments shall be made within 14 days of signing this agreement.

2. Landlord shall accept 3rd party payment for all or part of the payment of $8,060.00 (80%) and failure to cooperate by plaintiff shall constitute a waiver of the due date for payment set forth in paragraph 1. If there is a balance owed, then that shall be set forth here as to how it will be paid or waived.

3. Payment shall be considered tendered when mailed to landlord counsel and the escrow portion submitted to the escrow account.

4. Landlord shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by **January 30, 2023** or any of the following in lieu of the C of C.

   a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

   b. Expenditure of **$2,015.00** to make repairs to bring the unit in compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

5. Written verification provided by landlord to confirm that the **January 30, 2023,** compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance

date by 3 months. Additional extensions may be granted as necessary for the reasons stated here in. Funds will remain in escrow during this extension.

6. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

7. If landlord timely complies with paragraph 4 then funds held in escrow shall be released to landlord. If landlord does not comply with paragraph 4 timely then the funds held in escrow shall be released to tenant, 1 month after the end of the landlord's compliance date or the date extended.

8. If landlord disputes the release of the escrow to the tenant, then the landlord may file a non-payment of rent case after providing all notice required by Michigan law, in court within the one-month period set forth in paragraph 7 and the escrow shall be continuing to be held pending a hearing on the non-payment of rent case and any decision by the court.

9. Landlord shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

10. Tenant shall not interfere with landlord's obligation to make these repairs.

11. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

12. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to plaintiff through October 31, 2022.

13. Landlord may not file a termination of tenancy case against tenant without cause, during the period in which landlord is given to obtain the certificate of compliance.

Approved as to form and content.

[redacted]	[redacted]	10-10-22
Landlord (Print)	Landlord (Signature)	Date
[redacted]	[redacted]	[illegible]

4.19.2022

Tenant (Print)	Tenant (Signature)	Date

CERA Settlement and 80/20 Agreement

Landlord ([redacted]) – scanned signature

Tenant [redacted] – scanned signature

SETTLEMENT STATEMENT –

RELEASE AND WAIVER OF RENT ARREARAGE

STATE OF MICHIGAN COVID EMERGENCY RENTAL ASSISTANCE PROGRAM

"CERA"

This Settlement Statement and Release and Waiver of Rent Arrearage is prepared on October 18, 2022, by and between:

Landlord: [redacted] *Sequioa Cir., Farmington Hills, MI 48331*

Tenant: [redacted] *Vaughn St., Detroit, MI 48219*

RECITALS

A. The purpose of this Statement is to document terms between a Landlord and Tenant where the Tenant has unpaid rent accruing during the COVID-19 covered period of March 13, 2020 through September 30, 2022.

B. Tenant and Landlord entered into a lease dated December 1, 2019, for the property located at [redacted] Vaughn St., Detroit, Michigan, 48219 (the "Lease").

TERMS

1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of $ 19,000.

2. Landlord and Tenant agree the CERA program applicable total rent arrearage is $18,100 (the "CERA Settlement").

3. The amount due to the Landlord shall be paid as follows:
   a. The CERA program shall pay Landlord $ 18,100 no later than November 18, 2022 (the "Program Portion"). Agency fulfilling Program Portion payment: **United Community Housing Coalition.**
   b. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due after their CERA assistance has ended.
   c. In addition, Tenant shall pay Landlord $ 975 no later than November 18, 2022 (the "Tenant Portion").

4. By making application to CERA the Landlord has agreed to:

   a) The settlement amount will be the Tenant's total obligation for rent, late fees, court costs, and other charges (recognizing that, if the CERA payment includes prospective rent, that

payment might surpass the Tenant's present financial obligation). The settlement amount shall not include and the Landlord/Owner waives any late fees assessed after March 13, 2020 in excess of $400 and any court costs in excess of $150.

b) When the CERA payment will not fully satisfy Tenant's financial obligation to Owner/Landlord and the settlement includes an installment repayment plan, if Tenant is performing that plan's repayment terms, which performance Owner/Landlord will cooperate with, Owner/Landlord will not take steps to evict Tenant for non-payment of the rent (or any other charges) that plan covers.

c) It will waive any other present and known grounds for eviction against Tenant other than its nonpayment of rent claim or a claim based on a serious and continuing violation of the lease or law.

d) Except for grounds permitted by Paragraph 3 above, or in MCL 600.5714(1)(b), (c)(i), (d), (e), or (f), or MCL 600.5775, Owner/Landlord will not take steps to terminate a tenancy anytime before 1 month after a CERA payment, or, if a CERA payment covers a period of prospective rent, until at least 1 month after that period.

e) It has not received any other eviction diversion or rental assistance payments for this same arrearage for this Tenant.

5. By making application to CERA the Tenant has agreed that if funded, this application only resolves the issue of rent arrears and fees owed through the date of payment of rental assistance, and that all other obligations of the Lease remain enforceable.

Approved as to form and content.

[redacted] [redacted] 10-19-22

Landlord (Print) Landlord (Signature) Date

[redacted] [redacted] Oct-23-2022

Tenant (Print) Tenant (Signature) Date

Settlement Agreement Addendum

80-20 program

The landlord, [redacted] acknowledges that there is no Certificate of Compliance for the rental property the subject of this settlement agreement.

The parties therefore agree to the following additional terms to the settlement agreement in this matter.

1. The total amount of rent and costs owed by the tenant is $19,000, of that amount the CERA program can pay $18,100. Payment will be made in the following manner, $14,480 (80%) shall be paid to the landlord, and $3,620 (20% shall be held in escrow). Payments shall be made within 14 days of signing this agreement.

2. Landlord shall accept 3rd party payment for all or part of the payment of $14,480 (80%) and failure to cooperate by plaintiff shall constitute a waiver of the due date for payment set forth in paragraph 1. If there is a balance owed, then that shall be set forth here as to how it will be paid or waived.

3. Payment shall be considered tendered when mailed to landlord counsel and the escrow portion submitted to the escrow account.

4. Landlord shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by February 18, 2023 or any of the following in lieu of the C of C.

    a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

    b. Expenditure of $3,620 dollars to make repairs to bring the unit in compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

5. Written verification provided by landlord to confirm that the February 18, 2023 compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in escrow during this extension.

6. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

7. If landlord timely complies with paragraph 4 then funds held in escrow shall be released to landlord. If landlord does not comply with paragraph 4 timely then the funds held in escrow shall be released to tenant, 1 month after the end of the landlord's compliance date or the date extended.

8. If landlord disputes the release of the escrow to the tenant, then the landlord may file a non-payment of rent case after providing all notice required by Michigan law, in court within the one month period set forth in paragraph 7 and the escrow shall be continuing to be held pending a hearing on the non-payment of rent case and any decision by the court.

9. Landlord shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

10. Tenant shall not interfere with landlord's obligation to make these repairs.

11. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

12. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to plaintiff through October 31, 2022.

13. Landlord may not file a termination of tenancy case against tenant without cause, during the period in which landlord is given to obtain the certificate of compliance.

Approved as to form and content.

[redacted] [redacted] 10/19/22

Landlord (Print) Landlord (Signature) Date

[redacted] [redacted] Oct-23-2022

Tenant (Print) Tenant (Signature) Date

CERA Settlement and 80/20 Agreement

Landlord [redacted] – scanned signature

Tenant [redacted] – email confirmation

SETTLEMENT STATEMENT –

RELEASE AND WAIVER OF RENT ARREARAGE

STATE OF MICHIGAN COVID EMERGENCY RENTAL ASSISTANCE PROGRAM

"CERA"

This Settlement Statement and Release and Waiver of Rent Arrearage is prepared on August 24, 2022, by and between:

Landlord: [redacted] E Jefferson Ave. Detroit, MI 48214

Tenant: [redacted] Conner St., Detroit, MI 48215

RECITALS

A. The purpose of this Statement is to document terms between a Landlord and Tenant where the Tenant has unpaid rent accruing during the COVID-19 covered period of March 13, 2020 through September 20, 2022.

B. Tenant and Landlord entered into a lease dated January 18, 2008, for the property located a[redacted] Conners, Detroit, MI 48215 (the "Lease").

C. On or about July 15, 2021, Landlord delivered to Tenant a Demand for Possession claiming breach of the Lease for non-payment of rent by the Tenant or notice of accrued past-due rent.

TERMS

1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of **$11,098.28.**

2. Landlord and Tenant agree the CERA program applicable total rent arrearage is **$10,798.28** (the "CERA Settlement"). Any and all remaining balance of past-due rent and all late fees and penalties accrued as of the date of this Agreement are herewith forgiven and released by Landlord according to the terms hereof.

3. The amount due to the Landlord shall be paid as follows:
    a. The CERA program shall pay Landlord **$10,798.28** (which includes **$400** in late fees and **$ 0** in court fees) no later than September 24, 2022 (the "Program Portion") according to the Settlement Agreement Addendum. Agency fulfilling Program Portion payment: **United Community Housing Coalition, 2727 Second Ave, Suite 313, Detroit, MI 48201.**
    b. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due after their CERA assistance has ended.
    c. Additional Terms (such as repairs to unit, utilities, etc.): The Tenant confirmed there are repairs needed to the rental unit. Please see Settlement Agreement Addendum section 4(c).

4. By making application to CERA the Landlord has agreed to:

    a) The settlement amount will be the Tenant's total obligation for rent, late fees, court costs, and other charges (recognizing that, if the CERA payment includes prospective rent, that payment might surpass the Tenant's present financial obligation). **The settlement amount shall not include, and the Landlord/Owner waives, any late fees assessed after March 13, 2020 in excess of $400 and any court costs in excess of $150.**
    b) When the CERA payment will not fully satisfy Tenant's financial obligation to Owner/Landlord and the settlement includes an installment repayment plan, if Tenant is performing that plan's repayment terms, which performance Owner/Landlord will cooperate with, Owner/Landlord will not take steps to evict Tenant for non-payment of the rent (or any other charges) that plan covers.
    c) It will waive any other present and known grounds for eviction against Tenant other than its nonpayment of rent claim or a claim based on a serious and continuing violation of the lease or law.
    d) Except for grounds permitted by Paragraph 3 above, or in MCL 600.5714(1)(b), (c)(i), (d), (e), or (f), or MCL 600.5775, Owner/Landlord will not take steps to terminate a tenancy any time before 1 month after a CERA payment, or, if a CERA payment covers a period of prospective rent, until at least 1 month after that period.
    e) It has not received any other eviction diversion or rental assistance payments for this same arrearage for this Tenant.

5. By making application to CERA the Tenant has agreed that if funded, this application only resolves the issue of rent arrears and fees owed through the date of payment of rental assistance, and that all other obligations of the Lease remain enforceable.

Settlement Agreement Addendum

80-20 program

The landlord [redacted] acknowledges that there is no Certificate of Compliance for the rental property the subject of this settlement agreement.

The parties therefore agree to the following additional terms to the settlement agreement in this matter.

1. The total amount of rent and costs owed by the tenant is **$11,098.28** of that amount the CERA program can pay **$10,798.28.** Payment will be made in the following manner, **$8,638.52** (80%) plus future rent (if applicable) shall be paid to the landlord, and **$2,159.66**(20%) shall be held in escrow. Payments shall be made within 30 days of signing this agreement.

2. Landlord shall accept 3rd party payment for all or part of the payment of **$8,638.62**(80%) failure to cooperate by plaintiff shall constitute a waiver of the due date for payment set forth in paragraph 1. If there is a balance owed, then that shall be set forth here as to how it will be paid or waived.

3. Payment shall be considered tendered when mailed to landlord counsel and the escrow portion submitted to the escrow account.

4. Landlord shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by **December 24, 2022** or any of the following in lieu of the C of C.

    a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

    b. Expenditure of $2,159.66 to make repairs to bring the unit in compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

c. The tenant asserts that there are repairs needed which include but are not limited to:

   i. The kitchen faucet has a leak.
   ii. The garage needs to be fixed and the door doesn't lift manually.
   iii. Ceiling maintenance needed in a bedroom and it looks like possible mold from the rain

5. Written verification provided by landlord to confirm that the **December 24, 2022** compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in escrow during this extension.

6. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

7. If landlord timely complies with paragraph 4 then funds held in escrow shall be released to landlord. If landlord does not comply with paragraph 4 timely then the funds held in escrow shall be released to tenant, 1 month after the end of the landlord's compliance date or the date extended.

8. If landlord disputes the release of the escrow to the tenant, then the landlord may file a non-payment of rent case after providing all notice required by Michigan law, in court within the one month period set forth in paragraph 7 and the escrow shall be continuing to be held pending a hearing on the non-payment of rent case and any decision by the court.

9. Landlord shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

10. Tenant shall not interfere with landlord's obligation to make these repairs.

11. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

12. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to plaintiff through **September 30, 2022.**

13. Landlord may not file a termination of tenancy case against tenant without cause, during the period in which landlord is given to obtain the certificate of compliance.

Approved as to form and content.

[redacted] [redacted] 9/12/22

Landlord (Print) Landlord (Signature) Date

_____ _____ _____

Tenant (Print) Tenant (Signature) Date

[redacted] View profile

DH [redacted]gmail.com>

To: [redacted]

1

Fri 8/26/2022 11:04 AM

I AGREE TO SIGN BOTH DOCUMENTS. [redacted] 8/26/22

...

Thank you for your confirmation. | Thank you! | Great, thanks!

Are the suggestions above helpful? Yes No

CERA Settlement and 80/20 Agreement

Landlord [redacted] - scanned signature

Tenant [redacted] - email confirmation

SETTLEMENT STATEMENT –

RELEASE AND WAIVER OF RENT ARREARAGE

STATE OF MICHIGAN COVID EMERGENCY RENTAL ASSISTANCE PROGRAM

"CERA"

This Settlement Statement and Release and Waiver of Rent Arrearage is prepared on **September 8, 2022**, by and between:

Landlord: [redacted] **Edmunton St, St Clair Shores, MI 48080**

Tenant: [redacted] **Audubon, Detroit, MI 48224**

RECITALS

A. The purpose of this Statement is to document terms between a Landlord and Tenant where the Tenant has unpaid rent accruing during the COVID-19 covered period of March 13, 2020 through September 20, 2022.

B. Tenant and Landlord entered into a lease dated **01/02/2020**, for the property located at [redacted] **Audubon, Detroit, MI 48224**. (the "Lease").

C. On or about **06/15/2022**, Landlord delivered to Tenant a Demand for Possession claiming breach of the Lease for non-payment of rent by the Tenant or notice of accrued past-due rent.

TERMS

1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of $ **28,300.00**.

2. Landlord and Tenant agree the CERA program applicable total rent arrearage is $**16,600.00**(the "CERA Settlement"). Any and all remaining balance of past-due rent and all late fees and penalties accrued as of the date of this Agreement are herewith forgiven and released by Landlord according to the terms hereof.

3. The amount due to the Landlord shall be paid as follows:
    a. The CERA program shall pay Landlord $**16,600.00** (which includes $ **400.00** in late fees no later than **10/08/2022**. (the "Program Portion") according to the Settlement Agreement Addendum. Agency fulfilling Program Portion payment: **United Community Housing Coalition, 2727 Second Ave, Suite 313, Detroit, MI 48201.**
    b. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due after their CERA assistance has ended.
    c. In addition, Tenant shall pay Landlord $ **11,700.00** no later than whatever terms landlord and tenant agree upon, (the "Tenant Portion"). When tenant pays the total "Tenant Portion" any remaining payments will not be required.
4. By making application to CERA the Landlord has agreed to:

    a) The settlement amount will be the Tenant's total obligation for rent, late fees, court costs, and other charges (recognizing that, if the CERA payment includes prospective rent, that payment might surpass the Tenant's present financial obligation). **The settlement amount shall not include, and the Landlord/Owner waives, any late fees assessed after March 13, 2020 in excess of $400 and any court costs in excess of $150.**
    b) When the CERA payment will not fully satisfy Tenant's financial obligation to Owner/Landlord and the settlement includes an installment repayment plan, if Tenant is performing that plan's repayment terms, which performance Owner/Landlord will cooperate with, Owner/Landlord will not take steps to evict Tenant for non-payment of the rent (or any other charges) that plan covers.
    c) It will waive any other present and known grounds for eviction against Tenant other than its nonpayment of rent claim or a claim based on a serious and continuing violation of the lease or law.
    d) Except for grounds permitted by Paragraph 3 above, or in MCL 600.5714(1)(b), (c)(i), (d), (e), or (f), or MCL 600.5775, Owner/Landlord will not take steps to terminate a tenancy any time before 1 month after a CERA payment, or, if a CERA payment covers a period of prospective rent, until at least 1 month after that period.
    e) It has not received any other eviction diversion or rental assistance payments for this same arrearage for this Tenant.

5. By making application to CERA the Tenant has agreed that if funded, this application only resolves the issue of rent arrears and fees owed through the date of payment of rental assistance, and that all other obligations of the Lease remain enforceable.

Settlement Agreement Addendum

80-20 program

The landlord, [redacted] acknowledges that there is no Certificate of Compliance for the rental property the subject of this settlement agreement.

The parties therefore agree to the following additional terms to the settlement agreement in this matter.

1. The total amount of rent and costs owed by the tenant is $28,300.00, of that amount the CERA program can pay $16,600.00. Payment will be made in the following manner, $13,280.00 (80%) plus future rent (if applicable) shall be paid to the landlord, and $3,320.00 (20%) shall be held in escrow. Payments shall be made within 30 days of signing this agreement.

2. Landlord shall accept 3rd party payment for all or part of the payment of $16,600.00 (80%) failure to cooperate by plaintiff shall constitute a waiver of the due date for payment set forth in paragraph 1. If there is a balance owed, then that shall be set forth here as to how it will be paid or waived.

3. Payment shall be considered tendered when mailed to landlord counsel and the escrow portion submitted to the escrow account.

4. Landlord shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by 01/08/2023 or any of the following in lieu of the C of C.

    a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

    b. Expenditure of $3,320.00 to make repairs to bring the unit in compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

1. Written verification provided by landlord to confirm that the 01/08/2023 compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3

months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in escrow during this extension.

5. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

6. If landlord timely complies with paragraph 4 then funds held in escrow shall be released to landlord. If landlord does not comply with paragraph 4 timely then the funds held in escrow shall be released to tenant, 1 month after the end of the landlord's compliance date or the date extended.

7. If landlord disputes the release of the escrow to the tenant, then the landlord may file a non-payment of rent case after providing all notice required by Michigan law, in court within the one month period set forth in paragraph 7 and the escrow shall be continuing to be held pending a hearing on the non-payment of rent case and any decision by the court.

8. Landlord shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

9. Tenant shall not interfere with landlord's obligation to make these repairs.

10. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

11. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to plaintiff through **09/30/2022**.

12. Landlord may not file a termination of tenancy case against tenant without cause, during the period in which landlord is given to obtain the certificate of compliance.

Approved as to form and content.

[redacted]	[redacted]	9/12/22
Landlord (Print)	Landlord (Signature)	Date
[redacted]	[redacted]	9/12/22

Tenant (Print)	Tenant (Signature)	Date

months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in escrow during this extension.

5. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

6. If landlord timely complies with paragraph 4 then funds held in escrow shall be released to landlord. If landlord does not comply with paragraph 4 timely then the funds held in escrow shall be released to tenant, 1 month after the end of the landlord's compliance date or the date extended.

7. If landlord disputes the release of the escrow to the tenant, then the landlord may file a non-payment of rent case after providing all notice required by Michigan law, in court within the one month period set forth in paragraph 7 and the escrow shall be continuing to be held pending a hearing on the non-payment of rent case and any decision by the court.

8. Landlord shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

9. Tenant shall not interfere with landlord's obligation to make these repairs.

10. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

11. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to plaintiff thro[redacted]2022.

12. Landlord may not file a termination of tenancy case against tenant without cause, during the period in which landlord is given to obtain the certificate of compliance.

Approved as to form and content.

[redacted] [redacted] 9/12/2022

Landlord (Print) Landlord (Signature) Date

4 4.19.2021

Tenant (Print) Tenant (Signature) Date

Re: CERA Settlement Statement for [redacted] CERA [redacted]

[redacted]@yahoo.com>

Mon 9/12/2022 9:59 AM

To: [redacted] uchcdetroit.org>

I AGREE TO SIGN BOTH DOCUMENTS [redacted] 09/12/2022

Sent from Yahoo Mail on Android

On Mon, Sep 12, 2022 at 9:46 AM, Joanie Sharp [redacted] uchcdetroit.org> wrote:

Good Mornin [redacted]

To continue with your CERA rental assistance, please sign and return both attached documents.

You can sign any of the following ways:

1. Print, sign, and return.
2. Open, save, type your signature, save, attach to email responding to me.
3. Read and respond to this email in all caps "I AGREE TO SIGN BOTH DOCUMENTS. [redacted] SEPTEMBER 12, 2022"

Most tenants choose the 3rd option for signing.

Here is a snapshot of assistance approved:

Rental Arrears after March 13, 2020 (Do not include utilities, late fees, or court costs)	$	27,000.00
Total Late Fees after March 13, 2020	$	400.00
Total Court Costs after March 13, 2020 (Only eligible for cases that have already filed for eviction)	$	-
Current Monthly Rent Amount (Tenant Portion if Subsidized Rent)	$	900.00
Number of Months in Rental Arrears		30
Rental Arrears Assistance Period Start		4/1/2020
Rental Arrears Assistance Period End		9/30/2022

Assistance Calculation		
Income Eligibility		Eligible
150% Fair Market Rent	$	2,209.00
80% Area Median Income (AMI)	$	64,450.00
AMI Category		Under 30% AMI
Eligible Months of Rental Arrears		18
Eligible Months of Future Assistance Currently Approved		-
Tenant Portion of Rental Arrears (Includes rental arrears and late fees above assistance)	$	11,700.00
Eligible Past Due Rental Assistance	$	16,200.00
Eligible Future Rent Assistance	$	-
Eligible Late Fees	$	400.00
Eligible Court Fees	$	-
Total Assistance	**$**	**16,600.00**

Please note that you have a large tenant balance that your landlord said she would work with you on a payment plan. I don't need the details for your signature. Just need you to be aware that you need to start paying regular rent on October 1,2022 and are still responsible for the tenant portion that CERA didn't cover.
Feel free to contact me if you have any questions.

[redacted]
CERA Rental Assistance Counselor

United Community Housing Coalition
2727 Second, Ste. 313, Detroit, MI 48201
(313) [redacted]
(313) 963-4680 fax
jsharp@uchcdetroit.org
United Community Housing Coalition | Non-Profit Housing Advocates
United Community Housing Coalition - Helping low-income Detroit residents stay in their homes and strengthen their communities, through representation, support, and ownership.

CERA Settlement and 80/20 Agreement

Landlord [redacted] - email confirmation

Tenant [redacted] – email confirmation

SETTLEMENT STATEMENT –

RELEASE AND WAIVER OF RENT ARREARAGE

STATE OF MICHIGAN COVID EMERGENCY RENTAL ASSISTANCE PROGRAM

"CERA"

This Settlement Statement and Release and Waiver of Rent Arrearage is prepared on **January 13,2023** by and between: [redacted]

Landlord: [redacted] **Berg Rd., Detroit, MI 48219**

Tenant: [redacted] ***Ashton Ave, Detroit, MI 48219***

RECITALS

A. The purpose of this Statement is to document terms between a Landlord and Tenant where the Tenant has unpaid rent accruing during the COVID-19 covered period of March 13, 2020 through September 30, 2022.

B. Tenant and Landlord entered into a lease dated **March 1, 2021,** for the property located at [redacted] ***Ashton Ave, Detroit,*** **Michigan,** ***48219*** (the "Lease").

TERMS

1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of **$ 21,000.00**

2. Landlord and Tenant agree the CERA program applicable total rent arrearage is **$16,400.00** (the "CERA Settlement").

3. The amount due to the Landlord shall be paid as follows:
   a. The CERA program shall pay Landlord **$16,400.00** no later than **February 13,2023** (the "Program Portion"). Agency fulfilling Program Portion payment: **United Community Housing Coalition.**
   b. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due after their CERA assistance has ended.
   c. d. In addition, Tenant shall pay Landlord **$ 3500.00** no later than **July 2023** (the "Tenant Portion").

4. By making application to CERA the Landlord has agreed to:

a) The settlement amount will be the Tenant's total obligation for rent, late fees, court costs, and other charges (recognizing that, if the CERA payment includes prospective rent, that payment might surpass the Tenant's present financial obligation). The settlement amount shall not include and the Landlord/Owner waives any late fees assessed after March 13, 2020 in excess of $400 and any court costs in excess of $150.
b) When the CERA payment will not fully satisfy Tenant's financial obligation to Owner/Landlord and the settlement includes an installment repayment plan, if Tenant is performing that plan's repayment terms, which performance Owner/Landlord will cooperate with, Owner/Landlord will not take steps to evict Tenant for non-payment of the rent (or any other charges) that plan covers.
c) It will waive any other present and known grounds for eviction against Tenant other than its nonpayment of rent claim or a claim based on a serious and continuing violation of the lease or law.
d) Except for grounds permitted by Paragraph 3 above, or in MCL 600.5714(1)(b), (c)(i), (d), (e), or (f), or MCL 600.5775, Owner/Landlord will not take steps to terminate a tenancy anytime before 1 month after a CERA payment, or, if a CERA payment covers a period of prospective rent, until at least 1 month after that period.
e) It has not received any other eviction diversion or rental assistance payments for this same arrearage for this Tenant.

5. By making application to CERA the Tenant has agreed that if funded, this application only resolves the issue of rent arrears and fees owed through the date of payment of rental assistance, and that all other obligations of the Lease remain enforceable.

Approved as to form and content.

[redacted]	[redacted]	1/13/2023
Landlord (Print)	Landlord (Signature)	Date
[redacted]	[redacted]	1/13/2023
Tenant (Print)	Tenant (Signature)	Date

Settlement Agreement Addendum

80-20 program

The landlord, [redacted] acknowledges that there is no Certificate of Compliance for the rental property the subject of this settlement agreement.

The parties therefore agree to the following additional terms to the settlement agreement in this matter.

1. The total amount of rent and costs owed by the tenant is **$21,000.00** of that amount the CERA program can pay **$16,400.00** Payment will be made in the following manner, **$13,120.00** (80%) shall be paid to the landlord, and $3280.00 (20% shall be held in escrow). Payments shall be made within 14 days of signing this agreement.

2. Landlord shall accept 3rd party payment for all or part of the payment of **$13,120.00** (80%) and failure to cooperate by plaintiff shall constitute a waiver of the due date for payment set forth in paragraph 1. If there is a balance owed, then that shall be set forth here as to how it will be paid or waived.

3. Payment shall be considered tendered when mailed to landlord counsel and the escrow portion submitted to the escrow account.

4. Landlord shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by May 13, 2023 or any of the following in lieu of the C of C.

    a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

    b. Expenditure of $3280.00 dollars to make repairs to bring the unit in compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

5. Written verification provided by landlord to confirm that the **May 13, 2023** compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in escrow during this extension.

6. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

7. If landlord timely complies with paragraph 4 then funds held in escrow shall be released to landlord. If landlord does not comply with paragraph 4 timely then the funds held in escrow shall be released to tenant, 1 month after the end of the landlord's compliance date or the date extended.

8. If landlord disputes the release of the escrow to the tenant, then the landlord may file a non-payment of rent case after providing all notice required by Michigan law, in court within the one month period set forth in paragraph 7 and the escrow shall be continuing to be held pending a hearing on the non-payment of rent case and any decision by the court.

9. Landlord shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

10. Tenant shall not interfere with landlord's obligation to make these repairs.

11. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

12. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to plaintiff through **January 31,2023**

13. Landlord may not file a termination of tenancy case against tenant without cause, during the period in which landlord is given to obtain the certificate of compliance.

Approved as to form and content.

[redacted]	[redacted]	1/13/2023
Landlord (Print)	Landlord (Signature)	Date
[redacted]	[redacted]	1/13/2023
Tenant (Print)	Tenant (Signature)	Date

Hello [redacted]

Per our conversation, I [redacted] agree to the terms of the settlement for my tenant [redacted] And verbally sign the documents.

Kinds Regards
[redacted]

On Fri, Jan 13, 2023, 11:33 AM [redacted]@uchcdetroit.org> wrote:

Good morning,

Here is the settlement statement for tenant, [redacted]
Please sign and return it to me as soon as you can so I may
get the CERA settlement to payment processing before funding runs out.
I just need your signature on the attached Settlement Statement.

For the tenant portion, whatever you & your tenant decide to do with the portion not covered by CERA is not contingent to receive the approved CERA assistance.

Please sign & return quickly before funding runs out.

Feel free to contact me if you have any questions.
Respectfully,

[redacted]
CERA Rental Assistance Counselor

United Community Housing Coalition
2727 Second, Ste. 313, Detroit, MI 48201
[redacted]
(313) 963-4680 fax
[redacted]@uchcdetroit.org
United Community Housing Coalition | Non-Profit Housing Advocates
United Community Housing Coalition - Helping low-income Detroit residents stay in their homes and strengthen their communities, through representation, support, and ownership.

Important: At this time the CERA program will continue to process applications that have been received but will be unable to pay rent past September 2022. Therefore, you will be responsible for rent for October 2022 and beyond. Please reach out to your rental assistance counselor if you have any questions. If you have an active court case consult your attorney about rent due after September 30.

Re: CERA: [redacted] Settlement for [redacted]

[redacted]@uchcdetroit.org>
Fri 1/13/2023 2:30 PM
To [redacted]gmail.com>

Thank you for confirmation.

Have a nice weekend!

[redacted]
CERA Rental Assistance Counselor

United Community Housing Coalition
2727 Second, Ste. 313, Detroit, MI 48201
[redacted]
(313) 963-4680 fax
[redacted]@uchcdetroit.org
United Community Housing Coalition | Non-Profit Housing Advocates
United Community Housing Coalition - Helping low-income Detroit residents stay in their homes and strengthen their communities, through representation, support, and ownership.

Important: At this time the CERA program will continue to process applications that have been received but will be unable to pay rent past September 2022. Therefore, you will be responsible for rent for October 2022 and beyond. Please reach out to your rental assistance counselor if you have any questions. If you have an active court case consult your attorney about rent due after September 30.

From: [redacted]@gmail.com>
Sent: Friday, January 13, 2023 2:13 PM
To [redacted]uchcdetroit.org>
Subject: Re: CERA: [redacted] Settlement for [redacted]

I accept the terms.

On Fri, Jan 13, 2023 at 11:24 AM [redacted]uchcdetroit.org> wrote:

> Good morning,
> To continue with your CERA rental assistance, please sign and return regarding both attached documents.
> Please sign in one of the following ways:
>
> 1. Print, sign, and return.
> 2. Open, save, type your signature, save, attach to email responding to me.
> 3. Read and respond to this email in all caps **"I AGREE TO SIGN BOTH DOCUMENTS WITH THIS ELECTRONIC SIGNATURE. [redacted] JANUARY 13, 2023 "**
>
> **Most tenants choose the 3rd option for signing.**
> It is important to sign in one of the above options as soon as you can before funding runs out.

Please note that you have a tenant portion that CERA doesn't cover that is spelled out in the attached Settlement Statement.
There is no more assistance available, please make sure you pay rent in January 2023.
Let me know if you have any questions.
Respectfully,

[redacted]
CERA Rental Assistance Counselor

United Community Housing Coalition
2727 Second, Ste. 313, Detroit, MI 48201
[redacted]
(313) 963-4680 fax
[redacted]@uchcdetroit.org
United Community Housing Coalition | Non-Profit Housing Advocates
United Community Housing Coalition - Helping low-income Detroit residents stay in their homes and strengthen their communities, through representation, support, and ownership.

Important: At this time the CERA program will continue to process applications that have been received but will be unable to pay rent past September 2022. Therefore, you will be responsible for rent for October 2022 and beyond. Please reach out to your rental assistance counselor if you have any questions. If you have an active court case consult your attorney about rent due after September 30.

Exhibit 2

Wolf v Anita Hawkins, 21344705

10-27

STATE OF MICHIGAN 36th JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 21344705 Judge Alicia Jones-Coleman

Court address
421 Madison Ave., Detroit, MI. 48226

Court telephone no.
(313) 965-5594

Plaintiff's name, address, and telephone no.		Defendant's name, address, and telephone no.
Laurence Wolf Properties	v	Anita Hawkins 25 E. Palmer, apt 61 Detroit, Mi. 48202
Plaintiff's attorney, bar no., address, and telephone no. James A. Abbott P 26085 111 Cadillac Square, Suite 310 Detroit, MI. 48226 (313) 967-1000		Defendant's attorney, bar no., address, and telephone no. Ted Phillips P 35900 United Community Housing Coalition 2727 Second Ave., Suite 313 Detroit, Mi. 48201 (313) 622-8930

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

1. The case is dismissed without prejudice subject to the conditions below.

2. Defendant shall pay the following to plaintiff ☑ pursuant to the terms in item 3:
☐ on or before _____ (Date):

a. Rent ..... $ 6,995.00 due through the time period ending October 31, 2021 (Date)
b. Court costs ..... $ 80.00
c. Other money due ..... $ 400.00
d. Total ..... $ 7,475.00

☑ 3. Further conditions: See Attached

4. If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.

☑ a. Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*

OR

☐ b. This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

5. Defendant remains responsible for paying the entire amount as stated in this order that is not paid by Michigan Department of Health and Human Services (MDHHS) or any other third party within the time period provided by this order.

6. The defendant may be liable for money damages if additional rent is owed or if there is damage to the property.

☑ 7. Partial payment by defendant of the amount due in item 2d above will not prevent issuance of an order of eviction should a judgment enter after default on this conditional dismissal.

☐ MCR 4.201(I) was explained to the parties.

Judge signature and date

Approved as to form and content.

Plaintiff/Plaintiff's attorney signature and date — 10-17-24

Defendant's attorney signature and date — P35900 — 10/15/24

Defendant's signature and date (optional if represented)

State of Michigan

In the Thirty-Sixth District Court

Laurence Wolf Properties

Plaintiff
v.
Anita Hawkins

Defendant

Case No: 21344705
Honorable Alicia A. Jones-Coleman

Attorney for Plaintiff
James A. Abbott, P 26085
111 Cadillac Sq., Suite 310
Detroit, MI. 48226
(313) 967-1000

Attorney for Defendant
Ted Phillips P 35900
United Community Housing Coalition
2727 Second Ave, Suite 313
Detroit, MI 48201
(313) 622-8930

Conditional Dismissal Addendum

The parties through respective counsel agree to the following terms and conditions in addition to those set forth in the attached Conditional Dismissal:

1. Of the total amount stated in the conditional dismissal $7,475.00 defendant shall pay $5,980.00 in 14 days from the receipt of the entry of this order by the court and $1,495.00 to the 36th District Court escrow.

2. Plaintiff shall accept 3rd party payment for all or part of the payment of $5,980.00 and failure to cooperate by plaintiff shall constitute a waiver of the due date for payment set forth in paragraph 1.

3. Payment shall be considered tendered when mailed to plaintiff or plaintiff's counsel and the escrow portion submitted to the court.

4. Failure to make payments above shall be grounds for an order of eviction to enter.

5. Plaintiff shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by December 31, 2021, or any of the following in lieu of the C of C.

    a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

b. Expenditure of $1495.00 dollars to make repairs to bring the unit in compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

6. Written verification provided by plaintiff to confirm that the December 31, 2021, compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in court escrow during this extension.

7. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

8. If plaintiff timely complies with paragraph 5 then funds held in 36th District Court escrow shall be released to plaintiff. If plaintiff does not comply with paragraph 5 timely then the funds held in 36th District Court escrow shall be released to Defendant.

9. Funds shall be released based on a motion by either party with service on the other. Motion may be a stipulated motion. If the parties do not stipulate to the release of funds, then court shall set a hearing within a reasonable time of the filing of either party's motion.

10. Plaintiff shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

11. Defendant shall not interfere with plaintiff's obligation to make these repairs.

12. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

13. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to plaintiff through October 31, 2021.

14. Future rent of $960.00 dollars per month shall be paid directly to plaintiff, but failure to pay does not constitute a violation of this conditional dismissal and is subject to a separate action. Plaintiff agrees to accept third party payment.

15. Future rent of $2,880.00 for the months of November, December and January will be included in payment of this conditional dismissal, for a total payment (including funds escrowed) of $10,355.00.

16. Future repair issues or claims to offset future rent by defendant are also not subject to litigation in this case.

17. Plaintiff shall, within 30 days, exterminate to eliminate roaches, repair elevator, and repair leaking bathroom sink.

18. Plaintiff may not file a termination of tenancy case against defendant without cause, during the period in which plaintiff is given to obtain the certificate of compliance.

_____
36th District Court Judge

Plaintiff Counsel	Date
Defendant Counsel	Date
Defendant	Date

EXHIBIT C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES,
individually, and on behalf of a class of similarly-situated persons and entities,

Plaintiff,

-vs-

CITY OF DETROIT,
a municipal corporation,

Defendant.

Case No. 2:23-cv-11645

Hon. Brandy R. McMillion
Mag. Kimberly G. Altman

DECLARATION OF MALLORY HOPPE

I, Mallory Hoppe, declare and state the following:

1. I make this declaration based upon my personal knowledge and from a review of the books and other records and documents of Wayne Metropolitan Community Action Agency ("Wayne Metro") presently or previously within my possession, control and custody.

2. From approximately September 1, 2019 to the present, I have been employed by Wayne Metro in various roles including Director of the CERA

program and presently as the Director of Administration

3. Wayne Metro is a 501(c)(3) non-profit organization serving low-and moderate-income residents in the City of Detroit and throughout Wayne County, providing programs in the areas of quality housing, family stability and economic opportunities, including housing counseling, utility and rent assistance, and homeless services.

4. Through my position as Director of CERA, I am familiar with the manner in which Wayne Metro received and distributed Covid Emergency Rental Assistance (CERA) relief funds authorized under the Consolidated Appropriations Act of 2021, 15 USCS § 9058a ("the CAA"), and the American Rescue Plan Act, 15 USCS § 9058c ("ARPA") (jointly referred to as "the Relief Acts") from approximately 2021 to the present.

5. Wayne Metro received these funds as follows. First, the United States Treasury Department provided funds in 2021 under the CAA (known as "ERA-1 funds" or "ERAP-1 funds") to the State of Michigan. The State, through the Michigan State Housing Development Authority ("MSHDA"), forwarded such funds under its CERA program to the Homeless Action Network of Detroit ("HAND"), which in turn forwarded such funds to Wayne Metro. Wayne Metro served as a Housing Assessment and Resource Agency ("HARA") tasked with

distributing these funds under terms and conditions approved by MSHDA and HAND.

6. Second, The City of Detroit was a grantee or direct recipient of CERA funds later disbursed by the U.S. Treasury under ARPA, commonly referred to as "ERA-2 funds" or "ERAP-2 funds." The City distributed these funds through its CERA program directly to Wayne Metro for distribution under terms and conditions approved by the City. These funds were not controlled by MSHDA or HAND.

7. The State of Michigan was also a grantee or direct recipient of ERA-2 funds disbursed under ARPA from the Treasury Department. The State, through MSHDA, again allocated these ERA-2 funds to benefit City of Detroit residents (and others) by forwarding these to HAND, which forwarded such funds to Wayne Metro, which disbursed such funds in the same manner followed regarding ERA-1 funds.

8. Wayne Metro received its first ERA-1 funds from HAND on approximately April 1, 2021.

9. Wayne Metro received its first ERA-2 funds from the City on approximately August 27, 2021.

10. The primary purpose of the Relief Acts and both the MSHDA and City CERA programs was to prevent tenants from being evicted and thereby

promote housing stability by assisting eligible households with financial assistance, and covering the costs for other affordable rental housing and eviction prevention activities.

11. Under the Relief Acts, CERA funds could be spent for a number of permissible purposes, including such things as (1) financial assistance to eligible households, which included not only rent and rental arrears, but utilities and home energy costs and arrears and "other expenses related to housing;" (2) housing stability services, such as case management and other services; and (3) administrative costs.

12. The key elements of the City's CERA program were as follows:

- If the tenant met all CERA eligibility requirements set forth in the Relief Acts and the Rental Property had either (1) an active Certificate of Compliance ("C of C") from the City's Buildings, Safety Engineering and Environmental Department ("BSEED or (2) a rental registration certificate and an accepted C of C Exception, 100% of the potential rental payments (as calculated by the HARA) would be awarded and released.

- If the Rental Property was habitable, but there was no C of C or rental registration certificate and accepted C of C Exception, 80% of the potential rental payments as calculated by the HARA would be awarded and released to the landlord, and 20% of the funds would be accounted for in the client MSHDA portal account ("the 80/20 requirement").

- The 20% of funds accounted for could be awarded and released to the landlord if (1) the Rental Property obtained a C of C or an accepted C of C CERA Exception; or (2) the landlord completed repairs to the Rental Property in an amount equal to or greater than the 20% escrowed amount.

- If the Rental Property did not have a C of C or C of C Exception, and the property was considered uninhabitable according to MSHDA's guidelines, 50% of the potential rental payments calculated by the HARA would be awarded and released to the landlord, while the other 50% would be accounted for in the MSHDA portal until the habitability issue was resolved. If the habitability issue was resolved, the HARA would either initiate the "80/20 process" or award and pay the full remaining 50%, if the property met the other requirements set forth above.

13. The C of C exception included the following situations:

- The rental unit complied with standards of the U.S. Department of Housing and Urban Development (HUD) by receiving a Housing Quality Standards (HQS) Housing Choice Voucher, or an active passing Real Estate Assessment Center (REAC) score[1] for publicly assisted housing; or

- written acknowledgment by BSEED that the property was effectively in compliance, and the lack of a C of C was due to factors unrelated to the conditions of the property; or

- mutual agreement of the landlord and tenant that the condition of the property was of a high standard and that all parties desired to proceed without interruption.

14. Wayne Metro applied the City's CERA program requirements to all CERA applications involving City of Detroit tenants, under both the CAA and ARPA.

15. MSHDA and HAND were aware that Wayne Metro was applying the City's CERA program requirements to all CERA applications involving City of Detroit tenants, but did not prohibit this, or request Wayne Metro to discontinue this practice.

[1]A REAC score is a numerical evaluation of a property's condition, ranging from 0

to 100. The score is based on a physical inspection by a HUD-certified inspector who assesses the property's safety, cleanliness, structural integrity, and overall livability. A score of 60 is deemed a passing score.

16. Under the Relief Acts, and MSHDA and the City of Detroit's CERA guidelines, either tenants or landlords could apply for CERA funds.

17. Wayne Metro would typically process an application for CERA funding involving a City of Detroit household as follows. First, Wayne Metro would review the CERA application to determine whether the application contained all of the required documentation and information. Most applications did not contain the required documentation and information, requiring Wayne Metro to reach out to the tenants and/or landlords to obtain the documentation and information. This process often took weeks to complete.

If Wayne Metro obtained all of the necessary documentation and information, it would calculate the potential maximum CERA assistance. To make this calculation, Wayne Metro began with a worksheet template developed by MSHDA, which listed various categories of assistance and contained a total amount of potential CERA assistance.

18. This total potential maximum figure would be "approved," but this amount was not "awarded." Instead, Wayne Metro next applied the City's CERA program requirements, including the "80/20" provisions, to determine the amount of the award.

19. After applying the City's CERA program requirements to determine the amount of the award, Wayne Metro contacted the applicant and provided the applicant with a copy of the MSHDA worksheet and a "settlement statement" which provided that the applicant would **not** be entitled to and would not be awarded or paid 100% of the total rent owed by the tenant unless the rental unit complied with the City's CERA program requirements. (An example of the documents typically produced and sent to the applicant is attached as Exhibit A.)

20. The process was somewhat different where the landlord had filed a lawsuit against the tenant in the 36th District Court.

21. In landlord-tenant lawsuits where the rental unit did not have a Certificate of Compliance or exception to same, Wayne Metro awarded and paid

80% of the rent owed, and retained 20% of the rent owed in escrow.

22. In our experience, many of the landlords did not seek to obtain a Certificate of Compliance, because doing so would require a City of Detroit inspection of the property, which could cause the City to issue health code violations, which could require the landlord to perform expensive repairs or corrective measures.

23. In the majority CERA applications, the rental unit did not have a Certificate of Compliance from the City of Detroit.

24. The City of Detroit's 80-20 condition did not slow the pace of processing applications and distributing CERA funds because those reviewing the applications could quickly determine whether the rental unit had a Certificate of Compliance or not by reviewing the City of Detroit's website. Where the rental unit had a Certificate of Compliance, 100% of potential CERA assistance would be awarded and paid. Where the rental unit did not have a Certificate of Compliance or exception, Wayne Metro could calculate an award of 80% of rent owed by the tenant and other allowable costs and quickly process this for payment.

25. There were delays encountered in processing CERA applications and making payments under the CERA programs, but these were not caused by the City's 80/20 requirements. Delays in processing applications were primarily caused by the sheer number of CERA applications received and the fact that this was a new program. Wayne Metro did not initially have existing staff sufficient to handle the very large numbers of applications and the large number of landlord-tenant lawsuits involving rent disputes. Wayne Metro eventually hired more than 100 persons to process CERA applications, but Wayne Metro had to develop internal processes to process the applications, and had to train all of these employees, which took time.

26. Additional delays in processing CERA applications and distributing funds were caused by such things as:

- incomplete applications, and the need to contact landlords and/or tenants to obtain required documentation and information, which often took weeks;

- problems in accessing and utilizing MSHDA's online portal;

- staff working remotely due to COVID restrictions;

- review of supporting documentation and calculations of potential payments;

- where eviction cases had been filed, negotiations between counsel assigned to represent tenants and landlords or their attorneys in the actions, and drafting of appropriate orders. In such cases, landlords or their attorneys often delayed the resolution of the cases, and the disbursement of CERA funds, by seeking adjournments of hearings.

27. The City of Detroit's 80-20 condition did not constitute an obstacle to the accomplishment of the purposes of the Relief Acts, for the following reasons. First, the primary purpose of the Relief Acts was to promote housing stability by preventing tenants from being evicted, and in the vast majority of cases, those eligible households participating in the CERA programs were not evicted. To the extent that the purpose of the Relief Acts is viewed as more specifically to distribute CERA funds to or on behalf of eligible households, Wayne Metro, applying the City's 80-20 condition, distributed at least $20 million to or on behalf of eligible households in the City of Detroit, thus serving the purposes of the Relief Acts. As noted above, while there were delays in processing CERA applications and paying CERA funds, these delays were not caused by the City CERA program requirements. Moreover, if the U.S. Treasury Department, MSHDA or HAND believed that the City's 80/20 requirement constituted an obstacle to the accomplishment of the purposes of the Relief Acts, they could have required that Wayne Metro cease applying such requirements, but they did not do so.

28. In my experience, no landlords were "coerced" into participating in the CERA program.

29. Instead, landlords who filed applications on behalf of their tenants in Detroit voluntarily agreed to abide by the conditions of the Detroit CERA program of their free will.

30. Plaintiff, Laurence Wolf, applied for CERA funding on behalf of some of his tenants. On information and belief, all of the applications for CERA funding submitted by Plaintiff on behalf of his tenants were processed under ERA

1 and all distributions were made under ERA 1.

31. I am competent to testify to the facts stated in this Declaration, and will do so if called to testify in this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 13th, 2025.

Mallory Hoppe

Exhibit A

SETTLEMENT STATEMENT – RELEASE AND WAIVER OF RENT ARREARAGE

STATE OF MICHIGAN COVID EMERGENCY RENTAL ASSISTANCE PROGRAM

"CERA"

This Settlement Statement and Release and Waiver of Rent Arrearage is prepared on Date Settlement Statement Completed , 2021, by and between:

Landlord: Name and address as listed in Lease

Tenant: Name(s) and address as listed in Lease

RECITALS

A. The purpose of this Statement is to document terms between a Landlord and Tenant where the Tenant has unpaid rent accruing during the COVID-19 covered period of March 13, 2020 through December 31, 2021.

B. Tenant and Landlord entered in to a lease dated ___Date of Lease_____, for the property located at ___Address_____ (the "Lease").

C. On or about Date of Notification ____, Landlord delivered to Tenant a Demand for Possession claiming breach of the Lease for non-payment of rent by the Tenant, or notice of accrued past-due rent.

TERMS

1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of $____Grand total amount owed to LL including amount from prior to March 13, 2020 _____

2. Landlord and Tenant agree the CERA program applicable total rent arrearage is $ ___Total amount of CERA rental arrearage, utility arrears and future payment if due to the landlord, late fee and court cost assistance payment plus tenant portion __ (the "CERA Settlement"). Any and all remaining balance of past-due rent and all late fees and penalties accrued as of the date of this Agreement are herewith forgiven and released by Landlord according to the terms hereof.

3. The amount due to the Landlord shall be paid as follows if there is a Certificate of Compliance, Accepted Certificate of Compliance CERA Exception for the rental property the subject of this settlement agreement:

    a. The CERA program shall pay Landlord $ __Total assistance minus future rental assistance from calculation worksheet_ no later than ___Three Weeks from Today's Date_____(the "Program Portion"). Agency fulfilling Program Portion payment: Wayne Metropolitan Community Action Agency 7310 Woodward Ave. Detroit, MI 48202.

b. In addition, The CERA program shall pay the Landlord $ Future monthly payment amount per month for Number of months of future rent payments, cannot exceed 3 months beginning on Three Weeks from Today's Date.

c. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due after their CERA assistance has ended.

d. In addition, Tenant shall pay Landlord $ _ tenant portion from calculation worksheet no later than Date the tenant portion will be paid in full to the LL, 2021 (the "Tenant Portion").

4. The amount due to the Landlord shall be paid as follows if there is no Certificate of Compliance, or no Accepted Certificate of Compliance CERA Exception for the rental property the subject of this settlement agreement:

a. The CERA program can pay Landlord $ _Total Assistance (line 29 on worksheet)_ . Agency fulfilling Program Portion payment: Wayne Metropolitan Community Action Agency 7310 Woodward Ave. Detroit, MI 48202.

b. Payment will be made in the following manner, __80% of the past due rent (or 80% of Line 25 on worksheet)___ (80%) shall be paid to the landlord, and _20% of the past due rent (or 20% of Line 25 on worksheet)___ (20% shall be held in escrow). Payments shall be made within __21__ days of signing this agreement.

c. Landlord shall accept 3rd party payment for all or part of the payment of __80% of the past due rent (or 80% of Line 25 on worksheet)__(80%) and failure to cooperate by Landlord shall constitute a waiver of the due date for payment set forth in paragraph 1. If there is a balance owed, then that shall be set forth here as to how it will be paid or waived.

d. Payment shall be considered tendered when mailed to landlord and the escrow portion submitted to the escrow account.

e. In order to receive the 20% funds held in escrow, the landlord shall register the property as a rental with BSEED and do the following within 90 days of the settlement date:

i. Obtain a Certificate of Compliance from the City of Detroit. As part of obtaining a C of C, compliance-related repairs may be required. See attached list of potential compliance-related repairs in the appendix that can be considered expended.

ii. Obtain or produce written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

iii. Expend and provide proof of expenditure of $ 20% of the past due rent (or 20% of Line 25 on worksheet) to make repairs to bring the unit nearer to compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

f. Written verification provided by landlord to confirm that the 90 day compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process landlords request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in escrow during this extension.

g. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

h. If landlord timely complies with paragraph 4e then funds held in escrow shall be released to landlord within 30 days of approved request. If landlord does not comply with paragraph 4e timely then the funds held in escrow shall be released to tenant.

i. Landlord shall provide adequate written notice for access to the premises as outlined in the current lease agreement. If no current lease agreement exists, or does not specify a timeframe, then Landlord shall provide at least 48 hours for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

j. Tenant shall not interfere with landlord's obligation to make repairs where applicable.

k. Landlord agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

l. Payments made in compliance with paragraph 4 shall constitute full satisfaction of all rent and costs owed to landlord through ___Today's Date____.

5. By making application to CERA the Landlord has agreed to:

a. The settlement amount will be the Tenant's total obligation for rent, late fees, court costs, and other charges (recognizing that, if the CERA payment includes prospective rent, that payment might surpass the Tenant's present financial obligation). The settlement amount shall not include and the Landlord/Owner waives any late fees assessed after March 13, 2020 in excess of $400 and any court costs in excess of $150.

b. When the CERA payment will not fully satisfy Tenant's financial obligation to Owner/Landlord and the settlement includes an installment repayment plan, if Tenant is performing that plan's repayment terms, which performance Owner/Landlord will cooperate with, Owner/Landlord will not take steps to evict Tenant for non-payment of the rent (or any other charges) that plan covers.

c. It will waive any other present and known grounds for eviction against Tenant other than its nonpayment of rent claim or a claim based on a serious and continuing violation of the lease or law.

d. Except for grounds permitted by Paragraph 3 or 4 above, or in MCL 600.5714(1)(b), (c)(i), (d), (e), or (f), or MCL 600.5775, Owner/Landlord will not take steps to terminate a tenancy anytime before 1 month after a CERA payment, or, if a CERA payment covers a period of prospective rent, until at least 1 month after that period.

e. It has not received any other eviction diversion or rental assistance payments for this same arrearage for this Tenant.

6. By making application to CERA the Tenant has agreed that if funded, this application only resolves the issue of rent arrears and fees owed through the date of payment of rental assistance, and that all other obligations of the Lease remain enforceable.

MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

CERA Program Worksheet

Tenant Information
Name:
Address:

Calculation Data	
County	
Unit Bedroom Size	
Family Size (Household size)	
Use Income Worksheet?	
Gross Annual Income from Income Worksheet	$
Total Rental Arrears and Late Fees	$
Use Subsidized Worksheet?	
Rental Arrears after March 13, 2020 (Do not include utilities, late fees, or court costs)	$
Total Late Fees after March 13, 2020	$ -
Total Court Costs after March 13, 2020 (Only eligible for cases that have already filed for eviction)	$
Current Monthly Rent Amount (Tenant Portion if Subsidized Rent)	$
Number of Months in Rental Arrears	

Assistance Calculation		
Income Eligibility		
150% Fair Market Rent		$
80% Area Median Income (AMI)		$
AMI Category		
Eligible Months of Rental Arrears		
Eligible Months of Future Assistance Currently Approved		
Potential Months of Future Assistance with Income Recertification		-
Tenant Portion of Rental Arrears (Includes rental arrears and late fees above assistance)		$ -
Eligible Past Due Rental Assistance		$
Eligible Future Rent Assistance		$
Eligible Late Fees		$ -
Eligible Court Fees		$
Total Assistance		**$**

Staff Name

Date

EXHIBIT D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES,
individually, and on behalf of a class of similarly-situated persons and entities,

Plaintiff,

-vs-

CITY OF DETROIT,
a municipal corporation,

Defendant.

Case No. 2:23-cv-11645

Hon. Brandy R. McMillion
Mag. Kimberly G. Altman

DECLARATION OF JULIE FOWLER

I, Julie Fowler, declare and state the following:

1. I make this declaration based upon my personal knowledge and from a review of the books and other records and documents of the City of Detroit presently or previously within my possession, control and custody.

2. From approximately December 2018 to September 2023, I was employed by the City of Detroit's Buildings, Safety Engineering and

Environmental Department ("BSEED") as Project Manager Analytics Specialist 4. Since September 2023, I have been employed by the City of Detroit Law Department with the same title.

3. Through my position as Project Manager Analytics Specialist 4 with BSEED, I was generally familiar with the Detroit City Code requirements relating to rental properties, landlords' compliance or non-compliance with such requirements, BSEED's regulatory activities relating to such matters, and statistics maintained by BSEED regarding these matters.

4. During the time I was employed by BSEED as Project Manager Analytics Specialist 4, and continuing to the present, the Detroit City Code imposed two main requirements on landlords in the City, designed to ensure that tenants received decent, safe and sanitary rental units.

5. First, Section 8-15-81(a) of the Detroit City Code requires that the owners or agents of any rental property are required to register such dwelling with BSEED and obtain a ***Certificate of Registration of Rental Property*** from BSEED.

6. Second, Section 8-15-82 of the Detroit City Code provides that "it shall be unlawful for an owner to allow any unoccupied rental property to be occupied, or to collect rent from a tenant for occupancy of a rental property, during or for any time in which there is not a valid ***Certficate of Compliance*** for the rental

property." A landlord may obtain a certificate of compliance if an inspection by BSEED, the United States Department of Housing and Urban Development or any other governmental agency, or by an authorized third-party inspection company shows that the unit complies with BSEED's basic health and safety standards and requirements.

7. The City's rental registration and certificate of compliance requirements have been in place since at least the 1980s, but most landlords in the City have simply ignored them.

8. I have been advised that the plaintiff in this case has alleged that "obtaining a CoC was within the sole control of the City[.]"(ECF No. 50, PageID.1688)

9. This statement is untrue. Obtaining a Certificate of Compliance was primarily within the control of the property owner, not the City. In order to do so, a property owner had to first register its property as a rental property, which is a fairly simple process. However, the majority of rental property owners failed to even register their properties.[1] Even if a property owner had registered its rental

[1] It is unclear how many residential Detroit properties are or have been rented, but Detroit Future City estimated there were approximately 82,235 rental properties as of August 2022. (See "Understanding the Rental Landscape: A Profile Analysis of Detroit Landlords to Inform Lead-Safe Policy," August 2022). In March 2021, only 8,835 properties, or approximately 10% of this estimated figure, had been registered as rentals. By June 2022, the number of registered properties had increased to 12,905, but this was still only 15.6% of the estimated rental properties.

property with the City, the property owner was then required to request an inspection from BSEED or have an inspection performed by another entity, before requesting a Certificate of Compliance. Again, many rental property owners failed to take these actions. Where an inspection took place, but showed health and safety violations, the property owner was required to take actions to correct such deficiencies, but often did not do so. Where appropriate corrective actions had been taken, rental property owners were required to request a reinspection from BSEED[2] or another entity, but often failed to do so.

10. I have been advised that the Plaintiff has alleged in this case that "obtaining a CoC . . . was a virtually impossible requirement to achieve." (ECF No. 50, PageID.1688)

11. This statement is untrue. In support of Plaintiff's claim that it was "impossible" for landlords to obtain certificates of compliance from the City of Detroit, Plaintiff cites data claiming that only approximately 13% of estimated residential rental properties in the City had certificates of compliance as of November 8, 2024. (ECF No. 50, PageID.1658.) These statements are inaccurate

[2] Property owners could request an inspection from BSEED in multiple ways. First, they could call BSEED's general phone number. Second they could call the City inspector who had issued the prior report, or contact him or her through their e-mail address, which was provided to owners. Third, owners could send an e-mail to BSEED's Property Maintenance Division. Fourth, they could come into BSEED's offices and make the request in person.

or misleading, for several reasons. First, as noted above, in order to receive a Certificate of Compliance, a property owner must first register the property as a rental, but most property owners did not even begin the process by doing so. A more relevant analysis is what percentage of registered rental properties received a certificate of compliance. In March 2021, 4,555 of the 8,835 registered properties (or 51.5%) had a certificate of compliance. By June 2022, 7,389 of the 12,905 registered properties (or 57.2%) had a certificate of compliance. In December 2024, the last month for which data is available, 11,063 of the 22,112 registered properties (or 50%) had a certificate of compliance. In my opinion, the majority of the remaining registered rental properties did not receive a certificate of compliance because of failures on the part of the property owners, such as failing to request an inspection or certificate of compliance, failing to take appropriate actions to correct health and safety violations, failing to forward lead inspection reports or failing to request a reinspection from BSEED.

12. I have also been advised that Plaintiff has alleged that "the City was and is months—in some cases even years—behind in processing applications made by Approved Landlords for Certificates of Compliance." (ECF No. 47, ¶ 18, PageID.1502.)

13. This statement is untrue. BSEED was not and is not "far behind" in processing applications for Certificates of Compliance. Although exceptions have

occurred, where a property owner requested that BSEED inspect a property, BSEED generally conducted the inspection within two to five days.

14. BSEED did not lack the capacity to issue certificates of compliance in a reasonably prompt manner. BSEED had at least 30 full-time inspectors, as well as several employees involved in scheduling inspections and issuing certificates of compliance, in order to maintain the capacity to conduct inspections within 72 hours of a request. To ensure that inspections were not delayed, BSEED also authorized four third-party inspection companies to conduct inspections. These third-party inspection companies were required to maintain the capacity to perform inspections within 72 hours of a request. As a result, BSEED and other third-party inspection companies performed tens of thousands of inspections each month between approximately mid-2021 and the present. For example, BSEED and other third-party inspection companies performed 978 inspections in March 2021, 3,093 inspections in June 2022, and 3,1163, 3,543, 4,731, and 4,693 inspections in the following 4 months. In order to issue a Certificate of Compliance, BSEED also accepted inspections conducted by HUD or other governmental entities, as long as such inspections showed that the unit complied with BSEED's basic health and safety standards and requirements, but these inspections are not contained in the figures above.

15. Because much of the City of Detroit's housing stock was constructed

prior to 1978, many rental properties required a lead inspection. BSEED did not conduct lead inspections, but provided property owners with an internet link listing many companies that provided such inspections. Many landlords did not schedule lead inspections, did not forward completed lead inspection reports to the City or, if the inspection report was inadequate, did not properly follow up to address the report's inadequacies or correct all lead hazards identified.

16. I have been advised that this case involves the City of Detroit's Covid Emergency Relief Assistance ("CERA") program. Although BSEED was aware of the program, BSEED did not track requests for certificates of compliance according to whether the requestor was seeking the C of C as part of the City's CERA program, and did not change its procedures relating to certificates of rental registration, inspections and certificates of compliance as a result of the City's CERA program.

17. Section 18-15-35(e) of the Detroit City Code provides:

> Whenever there are practical difficulties involved in carrying out the provisions of this article, the Building Official shall have the authority to issue a Temporary Certificate of Compliance or grant modifications for individual cases, provided, that the Building Official shall first find a specific reason that: (1) Would make the strict letter of this article impractical; (2) The modification from the requirement is in compliance with the intent and purpose of this article; or (3) Such modification does not lessen any health and safety requirements of any provision of state law, of this article, or of the 2019 Detroit City Code as determined by the appropriate City official.

18. Temporary certificates of compliance are only issued upon request and only under extremely limited circumstances. On information and belief, no person or entity requested a temporary certificate of compliance during the period from 2021 to the present, and BSEED issued no such temporary certificates of compliance in this period.

19. I am competent to testify to the facts stated in this declaration, and will do so if called to testify in this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 23, 2025.

Julie Fowler

EXHIBIT E

SETTLEMENT STATEMENT AND WAIVER OF RENT ARREARAGE

STATE OF MICHIGAN COVID EMERGENCY RENTAL ASSISTANCE PROGRAM

"CERA"

This Settlement Statement and Release and Waiver of Rent Arrearage is prepared on Date Settlement Statement Completed, 2021, by and between:

Landlord: Name and address as listed in Lease

Tenant: Name(s) and address as listed in Lease

RECITALS

A. The purpose of this Statement is to document terms between a Landlord and Tenant where the Tenant has unpaid rent accruing during the COVID-19 covered period of March 13, 2020 through December 31, 2021.

B. Tenant and Landlord entered in to a lease dated Date of Lease, for the property located at Address (the "Lease").

C. On or about Date of Notification, Landlord delivered to Tenant a Demand for Possession claiming breach of the Lease for non-payment of rent by the Tenant, or notice of accrued past-due rent.

TERMS

1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of $ Grand total amount owed to LL including amount from prior to March 13, 2020

2. Landlord and Tenant agree the CERA program applicable total rent arrearage is $ Total amount of CERA rental arrearage, utility arrears and future payment if due to the landlord, late fee and court cost assistance payment plus tenant portion (the "CERA Settlement"). Any and all remaining balance of past-due rent and all late fees and penalties accrued as of the date of this Agreement are herewith forgiven and released by Landlord according to the terms hereof.

3. The amount due to the Landlord shall be paid as follows if there is a Certificate of Compliance, Accepted Certificate of Compliance CERA Exception for the rental property the subject of this settlement agreement:

   a. The CERA program shall pay Landlord $ Total assistance minus future rental assistance from calculation worksheet no later than Three Weeks from Today's Date (the "Program Portion"). Agency fulfilling Program Portion payment: Wayne Metropolitan Community Action Agency 7310 Woodward Ave. Detroit, MI 48202.

b. In addition, The CERA program shall pay the Landlord $ Future monthly payment amount per month for Number of months of future rent payments, cannot exceed 3 months beginning on Three Weeks from Today's Date.

c. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due after their CERA assistance has ended.

d. In addition, Tenant shall pay Landlord $ _tenant portion from calculation worksheet no later than Date the tenant portion will be paid in full to the LL, 2021 (the "Tenant Portion").

4. The amount due to the Landlord shall be paid as follows if there is no Certificate of Compliance, or no Accepted Certificate of Compliance CERA Exception for the rental property the subject of this settlement agreement:

a. The CERA program can pay Landlord $ Total Assistance (line 29 on worksheet) . Agency fulfilling Program Portion payment: Wayne Metropolitan Community Action Agency 7310 Woodward Ave. Detroit, MI 48202.

b. Payment will be made in the following manner, 80% of the past due rent (or 80% of Line 25 on worksheet) (80%) shall be paid to the landlord, and 20% of the past due rent (or 20% of Line 25 on worksheet) (20% shall be held in escrow). Payments shall be made within 21 days of signing this agreement.

c. Landlord shall accept 3rd party payment for all or part of the payment of 80% of the past due rent (or 80% of Line 25 on worksheet) (80%) and failure to cooperate by Landlord shall constitute a waiver of the due date for payment set forth in paragraph 1. If there is a balance owed, then that shall be set forth here as to how it will be paid or waived.

d. Payment shall be considered tendered when mailed to landlord and the escrow portion submitted to the escrow account.

e. In order to receive the 20% funds held in escrow, the landlord shall register the property as a rental with BSEED and do the following within 90 days of the settlement date:

i. Obtain a Certificate of Compliance from the City of Detroit. As part of obtaining a C of C, compliance-related repairs may be required. See attached list of potential compliance-related repairs in the appendix that can be considered expended.

ii. Obtain or produce written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

iii. Expend and provide proof of expenditure of $ 20% of the past due rent (or 20% of Line 25 on worksheet) to make repairs to bring the unit nearer to compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

f. Written verification provided by landlord to confirm that the 90 day compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process landlords request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in escrow during this extension.

g. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

h. If landlord timely complies with paragraph 4e then funds held in escrow shall be released to landlord within 30 days of approved request. If landlord does not comply with paragraph 4e timely then the funds held in escrow shall be released to tenant.

i. Landlord shall provide adequate written notice for access to the premises as outlined in the current lease agreement. If no current lease agreement exists, or does not specify a timeframe, then Landlord shall provide at least 48 hours for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.

j. Tenant shall not interfere with landlord's obligation to make repairs where applicable.

k. Landlord agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

l. Payments made in compliance with paragraph 4 shall constitute full satisfaction of all rent and costs owed to landlord through ___Today's Date____.

5. By making application to CERA the Landlord has agreed to:

a. The settlement amount will be the Tenant's total obligation for rent, late fees, court costs, and other charges (recognizing that, if the CERA payment includes prospective rent, that payment might surpass the Tenant's present financial obligation). The settlement amount shall not include and the Landlord/Owner waives any late fees assessed after March 13, 2020 in excess of $400 and any court costs in excess of $150.

b. When the CERA payment will not fully satisfy Tenant's financial obligation to Owner/Landlord and the settlement includes an installment repayment plan, if Tenant is performing that plan's repayment terms, which performance Owner/Landlord will cooperate with, Owner/Landlord will not take steps to evict Tenant for non-payment of the rent (or any other charges) that plan covers.

c. It will waive any other present and known grounds for eviction against Tenant other than its nonpayment of rent claim or a claim based on a serious and continuing violation of the lease or law.

d. Except for grounds permitted by Paragraph 3 or 4 above, or in MCL 600.5714(1)(b), (c)(i), (d), (e), or (f), or MCL 600.5775, Owner/Landlord will not take steps to terminate a tenancy anytime before 1 month after a CERA payment, or, if a CERA payment covers a period of prospective rent, until at least 1 month after that period.

e. It has not received any other eviction diversion or rental assistance payments for this same arrearage for this Tenant.

6. By making application to CERA the Tenant has agreed that if funded, this application only resolves the issue of rent arrears and fees owed through the date of payment of rental assistance, and that all other obligations of the Lease remain enforceable.

EXHIBIT F

STATE OF MICHIGAN 36th JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 20347357 LT Hon. Jacquelyn A. McClinton

Court address: 421 Madison Avenue Detroit, MI 48226

Court telephone no.: 313-965-5594

Plaintiff's name, address, and telephone no.		Defendant's name, address, and telephone no.
Laurence Wolf Properties	v	Kinicha Hawkins 25 East Palmer #49 Detroit, MI 48202
Plaintiff's attorney, bar no., address, and telephone no. James A. Abbott (P26085) 111 Cadillac Square Suite 310 Detroit, MI 48226 313-967-1000		Defendant's attorney, bar no., address, and telephone no. Brant A. Losinski (P84238) Lakeshore Legal Aid 2727 2nd Avenue, Suite 301 Detroit, MI 48201 313-242-0811

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

1. The case is dismissed without prejudice subject to the conditions below.

2. Defendant shall pay the following to plaintiff ☑ pursuant to the terms in item 3:
☑ on or before ~~9/1/2021~~ 10/1/21 B L
date

a. Rent..... $ 6,127 due through the time period ending 7/31/21
Date
b. Court costs..... $ 150 + 60 late fees
c. Other money due..... $ 2,325 future rent
d. Total..... $ 8,662

☑ 3. Further conditions: See addendum

4. If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.

☑ a. Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*

OR

☐ b. This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

Case No. 20347357 LT

5. Defendant remains responsible for paying the entire amount as stated in this order that is not paid by Michigan Department of Health and Human Services (MDHHS) or any other third party within the time period provided by this order.

6. The defendant may be liable for money damages if additional rent is owed or if there is damage to the property.

☑ 7. Partial payment by defendant of the amount due in item 2d above will not prevent issuance of an order of eviction should a judgment enter after default on this conditional dismissal.

10/6/21

Jacquel A. [signature] P63314

Judge signature and date

JUDGE JACQUELYN A. McCLINTON

☐ MCR 4.201(I) was explained to the parties.

Approved as to form and content.

Jama Scott 9-2-21

Plaintiff/Plaintiff's attorney signature and date

Brant Losinski 9/1/21

Defendant's attorney signature and date

/s/ Kinicha Hawkins w/permission 9/1/21 BL

Defendant's signature and date (optional if represented)

STATE OF MICHIGAN
IN THE THIRTY-SIXTH DISTRICT COURT
FOR THE COUNTY OF WAYNE

Laurence Wolf Properties
Plaintiff,

v.

Kinicha Hawkins
25 East Palmer #49
Detroit, MI 48202,
Defendant.

Case No. 20347357 LT

ATTACHMENT 1 TO CONSENT ORDER FOR CONDITIONAL DISMISSAL

Hon. Jacquelyn A. McClinton

James A. Abbott (P26085)
111 Cadillac Square Suite 310
Detroit, MI 48226
313-967-1000
attorneyabbott@live.com

Brant A. Losinski (P84238)
Lakeshore Legal Aid
Attorneys for Defendant
2727 Second Avenue, Suite 301
Detroit, MI 48201
313-242-0811
blosinski@lakeshorelegalaid.org

ATTACHMENT 1

The Plaintiff, Laurence Wolf Properties and the Defendant, Kinicha Hawkins, by and through their respective attorneys, agree to the following terms and conditions in addition to those set forth in the attached Conditional Dismissal, entered on 8/11/2021:

1. $8,662.00 shall be paid to Plaintiff by the City of Detroit's HARA, Wayne Metropolitan Community Action Agency (Wayne Metro), through the state CERA (COVID Emergency Rental Assistance) funds. The funds are broken down as follows: $6,127.00 for past due rent assistance, $150.00 for court costs, $60.00 for late fees, and $2,325.00 for future rent.

2. Plaintiff acknowledges by signature below that Defendant cannot control the processing or timing of the issuance of CERA funds and agrees to hold Defendant harmless for any delay in the processing of the application or issuance of the funds.

3. Future rent assistance will be applied as follows: $775.00 to August rent, $775.00 to September rent and $775.00 to October rent.

4. Out of the total amount of CERA funds, Wayne Metro shall pay Plaintiff $7,437.00 by 9/01/21, and $1,225.00 shall be put in escrow with Wayne Metro, unless plaintiff has already

obtained a Certificate of Compliance (CoC) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by the date of this Consent Order For Conditional Dismissal.

5. If Plaintiff does not have a CoC for the subject property, Plaintiff shall obtain a CoC from the City of Detroit, BSEED, no later than 12/31/21 or by such later extended date as verified by BSEED.

6. If Plaintiff complies with Paragraph 5 timely, funds held in Wayne Metro escrow account shall be released to Plaintiff. If Plaintiff fails to comply with Paragraph 5 timely, the funds held in Wayne Metro escrow shall be released to Defendant.

7. Plaintiff shall provide at least 24 hours written notice for access to the premises to inspect or complete work necessary to obtain the CoC. Plaintiff contact Defendant for immediate. emergency access if necessary.

8. Defendant shall not interfere with Plaintiff's obligation to obtain a CoC.

9. Plaintiff agrees to make repairs during reasonable hours and to hire repair persons appropriate and as necessary for any work requiring licensing.

10. Payments made in compliance with Paragraph 1 shall constitute full satisfaction of all rent and costs owed to Plaintiff through July 31, 2021.

11. Future rent of $775.00 per month for three months shall be paid directly to Plaintiff, but failure to pay does not constitute a violation of this conditional dismissal and is subject to separate action for collection or possession. Plaintiff agrees to accept third party payments.

12. Future repair issues or claims to offset future rent by Defendant are also not subject to litigation in this case.

13. Plaintiff may not file a termination of tenancy case against Defendant without cause, during the three months which Plaintiff is provided to obtain the CoC.

Case No. 20347357 LT

Dated: 9.2.24

James A. Abbott (P26085)
Attorney for Plaintiff

Dated: _____

Plaintiff

Dated: 9/1/21

Brant A. Losinski (P84238)
Attorney for Defendant

Dated: 9/1/21

/s/ Kinicha Hawkins w/permission BL
Defendant

Dated: 10/5/21

P68314
Hon. Jacquelyn A. McClinton

JUDGE JACQUELYN A. McCLINTON

EXHIBIT G

STATE OF MICHIGAN 36th JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 22377263 LT Judge Jacquelyn A. McClinton

Court address: 421 Madison Street, Detroit, MI 48226

Court telephone no.: (313) 965-5594

Plaintiff's name, address, and telephone no.	v	Defendant's name, address, and telephone no.
Laurence Wolf Properties		Christopher Bailey 25 E Palmer, Apt 3 Detroit, MI 48202
Plaintiff's attorney, bar no., address, and telephone no. James A. Abbott, P26085 111 Cadillac Sq., Ste. 310 Detroit, MI 48226 (313) 967-1000		Defendant's attorney, bar no., address, and telephone no. Ronald J. Blanco, P85775 Michigan Legal Services 2727 2nd. Ave., Ste. 333 Detroit, MI 48201 (313) 774-3512

36TH DISTRICT COURT
2022 JUN -9 PM 12: 33
CIVIL DIVISION

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

1. The case is dismissed without prejudice subject to the conditions below.

2. Defendant shall pay the following to plaintiff ☑ pursuant to the terms in item 3:
☐ on or before _____ (Date)

a. Rent ..... $ 5,750.00 due through the time period ending June 30, 2022 (Date)
b. Court costs ..... $ 150.00
c. Other money due ..... $ 400.00
d. Total ..... $ 6,300.00

☑ 3. Further conditions: *See attached additional terms of consent order.*

4. If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.

☑ a. Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*

OR

☐ b. This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

Distribute form to:
Court
Plaintiff
Defendant

Consent Order for Conditional Dismissal, Landlord-Tenant (4/21) **Case No.** 22377263 LT
Page 2 of 2

5. Defendant remains responsible for paying the entire amount as stated in this order that is not paid by Michigan Department of Health and Human Services (MDHHS) or any other third party within the time period provided by this order.

6. The defendant may be liable for money damages if additional rent is owed or if there is damage to the property.

☐ 7. Partial payment by defendant of the amount due in item 2d above will not prevent issuance of an order of eviction should a judgment enter after default on this conditional dismissal.

☐ MCR 4.201(I) was explained to the parties.

6/14/22 P63714
Judge signature and date
JUDGE JACQUELYN A. McCLINTON

Approved as to form and content.

Joanna Allen 6-7-22
Plaintiff/Plaintiff's attorney signature and date

/s/ Ronald Blanco 6/8/2022
Defendant's attorney signature and date

/s/ Christopher Bailey w/permission 6/8/2022
Defendant's signature and date (optional if represented)

STATE OF MICHIGAN 36th Judicial District	ADDITIONAL TERMS OF CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. 22377263 LT Judge Jacquelyn A. McClinton

Court address
421 Madison Street, Detroit, MI 48226

Court telephone no.
(313) 965-5594

Plaintiff:
Laurence Wolf Properties
c/o James A. Abbott, P26085
111 Cadillac Sq., Ste. 310
Detroit, MI 48226
(313) 967-1000

Defendant:
Christopher Bailey
c/o Ronald J. Blanco, P85775
Michigan Legal Services
2727 2nd. Ave., Ste. 333
Detroit, MI 48201
(313) 774-3512

The parties through respective counsel agree to the following terms and conditions in addition to those set forth in the attached Conditional Dismissal:

(1) The $6,300.00 due as referenced in the Conditional Dismissal represents all rents due from Defendant to Plaintiff through June 30, 2022. Of the total amount stated in the Conditional Dismissal, $6,300.00, Defendant or Defendant's Agent, through COVID Emergency Rental Assistance (CERA), shall pay $5,040.00 (80%) towards rental arrears plus one hundred and fifty dollars ($150.00) towards court costs, plus one-hundred and fifty dollars ($400.00) towards late fees, within 21 days of the receipt of the entry of this Conditional Dismissal by the court to Plaintiff, and $1,260.00 (20%) to the 36th District Court escrow.

(2) Plaintiff shall accept 3rd party payment for all or part of the payment of $5,040.00 (80%) and failure to cooperate by Plaintiff shall constitute a waiver of the 21-day requirement set forth in paragraph (1).

(3) Payment shall be considered tendered when mailed to Plaintiff and/or Plaintiff's counsel.

(4) Failure to make payments above shall be grounds for an order of eviction to enter.

(5) Plaintiff shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by September 30, 2022 or the following in lieu of the C of C: Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.

(6) Written verification provided by plaintiff to confirm that the September 30, 2022 compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in court escrow during this extension.

(7) Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

(8) If Plaintiff timely complies with paragraph (6) then funds held in 36th District Court escrow shall be released to Plaintiff. If Plaintiff does not timely comply with paragraph (6) then the funds held in 36th District Court escrow shall be released to Defendant.

(9) Funds shall be released based on a motion by either party with service on the other. Motion may be a stipulated motion.

(10) Plaintiff shall provide at least [48] hours written notice for access to the premises to complete work or allow Detroit BSEED inspections necessary to obtain the C of C. Written notice may be by text or e-mail. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.

(11) Plaintiff shall inspect and repair as necessary the following, by September 30, 2022:
a. malfunctioning hot water pipe in the bathroom.
b. roaches and bedbugs infested in the hallway entrance of the apartment unit.

(12) Repair work shall take place during reasonable hours, and by personnel appropriately skilled and licensed where required. Defendant and Plaintiff shall schedule dates and times for repairs that are conducive to their schedules. Defendant shall have the right to be present when repairs are made, provided that such right does not unreasonably interfere with Plaintiff's ability to make the repairs.

(13) Defendant shall not interfere with Plaintiff's obligation to make repairs or schedule inspections to obtain the C of C.

(14) Payment of $5,040.00 (80%) to Plaintiff and $1,260.00 (20%) to court escrow shall constitute full satisfaction of all rent and costs owed to Plaintiff through June 30, 2022.

(15) Future rent of $3,300.00 total ($1,100.00 towards July 2022, $1,100.00 towards August 2022, and $1,100.00 towards September 2022) shall be paid directly to Plaintiff, but failure to pay does not constitute a violation of this conditional dismissal and is subject to a separate action.

(16) If Defendant stays at the residence, Defendant will be responsible for the regular rent amount as of October 2022. Failure to pay rent in the future does not constitute a violation of this conditional dismissal and is subject to a separate action.

(17) Plaintiff may not charge late fees to the tenant during the period of time CERA is processing and sending payment to Plaintiff and/or Plaintiff's counsel.

(18) Plaintiff does agree that they will accept third party payment for future rent if applicable.

(19) Failure on Landlord's part to complete and return requested documentation to the HARA in a timely manner may result in delaying payment past the aforementioned due dates. Should this occur, parties will agree to a reasonable extension of the due dates.

(20) Plaintiff may not file a termination of tenancy case against Defendant without cause, during the period of time which Plaintiff is given to obtain the certificate of compliance.

Plaintiff/Attorney: James Abbott 6-9-22

Defendant/Attorney: /s/ Ronald Blanco 6/8/2022

MC 04

STATE OF MICHIGAN
36th DISTRICT COURT

LAURENCE WOLF PROPERTIES,
Plaintiff

v.

CHRISTOPHER BAILEY,
Defendant

CASE # 22 377 263
JUDGE McCLINTON

2022 SEP -8 PM 2:21
36TH DISTRICT COURT
CIVIL DIVISION

STIPULATED ORDER TO RELEASE ESCROW

Both parties agree that the escrow currently held by this Court, pusuant to a Conditional Dismissal previously entered, may now be released to the Defendant, Christopher Bailey, 25 E. Palmer # 3, Detroit, MI 48202.

CHRISTOPHER BAILEY
Defendant
25 E. Palmer # 3
Detroit, MI 48202

James A Abbott 8-30-22
JAMES A. ABBOTT (P26085)
attorney for Plaintiff
111 Cadillac Square # 310
Detroit, MI 48226
(313) 967-1000

P63314
DISTRICT COURT JUDGE
JUDGE JACQUELINE A. McCLINTON
9/14/22

CAUTION: IT ALL CHECK FOR SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

1330

36th District Court
421 Madison St
Detroit, MI 48226
LT Escrow

Comeri[illegible]nk
Detro[illegible]
9-9/720

9/21/2022

5

PAY TO THE ORDER OF Christopher Bailey $ **1,260.00

One Thousand Two Hundred Sixty and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

Christopher Bailey

William C. McComas

MP

MEMO Case #22377263

⑈001330⑈ ⑆072000096⑆ 685363737⑈

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36th District Court 1330

Christopher Bailey 9/21/2022

1,260.00

9-21-22 mailed to defendant certified mail.

KC 9/21/22

9/21/22

LT Escrow Case #22377263 1,260.00

36th District Court 1330

9/21/2022

1,260.00

U.S. Postal Service™
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Domestic Mail Only
For delivery information, visit our website at www.usps.com®

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9/21/22

Christopher Bailey

See Reverse for Instructions

MENT
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1,260.00

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EXHIBIT H

FREQUENTLY ASKED QUESTIONS: TREASURY'S EMERGENCY RENTAL ASSISTANCE (ERA) PROGRAM

JULY 2022

Congress established an Emergency Rental Assistance (ERA) program administered by the U.S. Department of the Treasury to distribute critically needed emergency rent and utility assistance to millions of households at risk of losing their homes. Congress provided more than $46 billion for emergency rental assistance through the Consolidated Appropriations Act enacted in December 2020 and the American Rescue Plan Act enacted in March 2021.

Based on NLIHC's ongoing tracking and analysis of state and local ERA programs, including more than 500 programs funded through Treasury's ERA program, NLIHC has continued to identify needed policy changes to ensure ERA is distributed efficiently, effectively, and equitably. The ability of states and localities to distribute ERA was hindered early on by harmful guidance released by the Trump administration on its last day in office. Immediately after President Biden was sworn into office, the administration rescinded the harmful FAQ and released improved guidance to ensure ERA reaches households with the greatest needs, as recommended by NLIHC.

The Biden administration issued revised ERA guidance in February, March, May, June, and August of 2021 that directly addressed many of NLIHC's concerns about troubling roadblocks in ERA programs. Treasury's latest guidance issued in July 2022 provides further guidance regarding ERA1 and ERA2 programs..

WHO IS ELIGIBLE TO RECEIVE EMERGENCY RENTAL ASSISTANCE?

Households are eligible for ERA funds if one or more individuals:

1. has qualified for unemployment benefits or for (a) ERA1, can attest in writing that they have experienced a reduction in household income, incurred significant costs, experienced other financial hardship **due, directly or indirectly, to the pandemic,** or for (b) ERA2, has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship **during or due, directly or indirectly, to the pandemic.**
2. can demonstrate a risk of experiencing homelessness or housing instability; and
3. for ERA1, has a household income below 80% AMI, or for ERA2 is a low-income family as defined by the United States Housing Act of 1937 (families with a household income below 80% AMI, as determined by the HUD Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of AMI).

Funds must be used for households with incomes below 80% of area median income (AMI), and states and localities must prioritize households below 50% of AMI or those who are unemployed and have been unemployed for 90 days. States and localities can provide additional prioritization of funds. Grantees should establish a preference system, document the preference system, and inform all applicants about available preferences. Treasury **required** grantees to report on the methods they have established to implement this prioritization of assistance and to publicly post a description of their prioritization methods, including on their program webpage, by July 15, 2021.

WHAT TYPES OF ASSISTANCE CAN ELIGIBLE HOUSEHOLDS RECEIVE?

Financial Assistance: At least 90% of the program funds must be used to provide financial assistance, including back and forward rent and utility payments and other housing expenses.

ERA1 funds used for "other expenses" must be related to housing and incurred due, directly or indirectly, to the pandemic. In contrast, ERA2 requires that "other expenses" be related to housing, but it does not require that they be incurred due to the pandemic.

"Other expenses" can include relocation expenses, including prospective relocation expenses, such as rental security deposits and rental fees, which may include application or screening fees; reasonable accrued late fees; and Internet service. See FAQ #39 for more information on security deposits. A tenant's costs associated with obtaining a hearing or appealing an eviction, often referred to as rent bonds, are eligible "other expenses."

An eligible household cannot receive more than 18 months of assistance under ERA1 and ERA2, combined. ERA1 assistance can be provided for up to 12 months, plus an additional three months if necessary to ensure housing stability and subject to the availability of funds. When providing forward rent, assistance can only be given for 3 months at a time, though households can subsequently reapply for additional assistance. For ERA1, assistance must be provided to reduce a household's rental arrears before the household may receive assistance for future rent payments. This requirement does not apply to ERA2.

ERA cannot be provided to homeowners to cover their mortgage, utility, or energy costs. The American Rescue Plan provides $10 billion for a Homeowner Assistance Fund administered by the Treasury Department.

Housing Stability Services: Recipients can use up to 10% of program funds for housing stability services. Under ERA1, these funds may be used to provide eligible households with services related to the COVID-19 pandemic to help keep households stably housed. Under ERA2, these services do not have to be related to the pandemic. FAQ #23 clarifies that the ERA2 does not restrict housing stability services to "eligible households." According to Treasury guidance, housing stability services may include, among other things, eviction prevention and eviction diversion programs, mediation between landlords and tenants, housing counseling, fair housing counseling, housing navigators or promotors that help households access ERA programs or find housing, case management related to housing stability, housing-related services for survivors of domestic violence or human trafficking, legal services or attorney's fees related to eviction proceedings and maintaining housing stability, and specialized services for seniors or individuals with disabilities that supports their ability to access or maintain housing. Treasury published promising practices for implementing housing stability services into ERA programs.

Administrative Fees: Under ERA1, up to 10% of the amount paid to grantees may be used for administrative costs. While Treasury initially misinterpreted the statutory language to suggest that 10% of ERA1 funds are to be used for both housing stability services and administrative fees, Treasury clarified these are two separate allocations. Under ERA2, up to 15% may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities. Any direct or indirect administrative costs in ERA1 must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. For ERA2, direct and indirect administrative costs must be allocated for the provision of financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities.

WHEN DO GRANTEES NEED TO SPEND ERA FUNDS BY? WILL FUNDS BE REALLOCATED?

ERA1 funds generally expire on September 30, 2022. The Treasury Department may recapture "excess funds" beginning on September 30, 2021, and re-obligate it to other grantees that have spent at least 65% of their funds. See NLIHC's fact sheet on ERA1 reallocation to learn more.

ERA2 funds expire on September 30, 2025. Any ERA2 funds undrawn as of December 31, 2022 (excluding the first tranche of funds, comprising 40% of each grantee's initial ERA2 allocation) may be subject to reallocation. See NLIHC's fact sheet on ERA2 reallocation to learn more.

HOW WILL GRANTEES VERIFY AN APPLICANT'S ELIGIBILITY FOR ERA? WHAT FORMS OF DOCUMENTATION WILL APPLICANTS BE REQUIRED TO SUBMIT WHEN APPLYING FOR ERA?

Treasury explicitly allows renters to self-certify that they meet ERA eligibility criteria, including COVID-related hardships, income, risk of homelessness or housing stability, and the amount of back rent owed. Despite this critical flexibility provided by Treasury, many programs continued to impose additional, unnecessary documentation requirements. Treasury guidance urges ERA grantees to speed the distribution of aid by eliminating undue documentation burdens and utilizing self-attestation to document each aspect of a household's eligibility for ERA. Treasury has reiterated its call for state and local programs to rely on self-attestation without further documentation and published examples of simplified eligibility forms. See NLIHC's fact sheet for more information on self-attestation.

Treasury's guidance allows for various means of documentation requirements to enable grantees to extend these critical resources to vulnerable populations without imposing unnecessary documentation burdens. Grantees can be flexible as to the form of documentation they require, including by allowing photocopies or digital photographs of documents, emails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. In all cases, grantees must require applicants to self-attest that all information is correct and complete.

Treasury added FAQ #44 in its July 2022 guidance, which states that while the statutes authorizing the ERA programs and Treasury's policy guidance provide grantees discretion in structuring their programs, grantees cannot impose other additional eligibility criteria or require tenants to be employed, accept employment services, or comply with work requirements.

Financial Hardship or Unemployment: ERA1 applicants must qualify for unemployment benefits or attest in writing that they have experienced a reduction in household income, incurred significant costs, or experienced other financial hardship **due, directly or indirectly**, to the pandemic. For ERA2, applicants must qualify for unemployment benefits or attest in writing that they have experienced a reduction in household income, incurred significant costs, or experienced other financial hardship show financial hardship **during** the pandemic. Treasury strongly encourages grantees to rely on self-attestation to document financial hardship. See FAQ #2.

Risk of Housing Instability or Homelessness: Additionally, applicants must demonstrate a risk of experiencing homelessness or housing instability. Grantees may rely on an applicant's self-certification to document risk of housing instability or homelessness. This risk also can be demonstrated through a past due utility or rent notice or eviction notice; unsafe or unhealthy living conditions (which may include overcrowding); or any other evidence of such risk, as determined by the grantee. See FAQ #3.

Income: Income determination will be based on either the household's total income in 2020, or the monthly income the household is receiving at the time of application. If income determinations are made based on the applicant's monthly income, the state or locality must review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether the household's income exceeds 80% AMI. If a household qualifies based on monthly income, the grantee must redetermine eligibility every three months.

To document income determination, renters may self-attest to household income and provide available documentation, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. Grantees may rely on written attestation alone to document household income. Additionally, grantees can utilize categorical eligibility or reasonable fact-specific "proxies," such as the average income of the neighborhood in which renters live, to verify an applicant's household income. If self-attestation without further verification is used, the grantee must reassess the household's income every three months by obtaining appropriate documentation or a new self-attestation. Treasury encourages grantees to simplify applications to allow for self-attestation for income eligibility, financial hardship, and risk of homelessness or housing instability. See FAQ #4.

Residency and Rental Obligation: Grantees must obtain, if available, a current lease signed by the landlord or sublessor that identifies where the applicant resides and states the amount of rent or back rent owed. If the household does not have a signed lease, grantees may accept other types of documentation that can be used to prove residency and the amount of back rent owed. See FAQ #5.

ARE PEOPLE EXPERIENCING HOMELESSNESS ELIGIBLE FOR ERA? CAN ERA BE USED TO SUPPORT A HOUSEHOLD MOVING TO A NEW HOME?

Treasury's guidance reinforces that ERA can help families who have lost, or are at imminent risk of losing, their housing by paying for relocation assistance, prospective rent, security deposits, and temporary hotel accommodations. For families who do not have a current rental obligation – which is a requirement for ERA eligibility – Treasury's encourages grantees to provide households with a commitment letter specifying the amount of ERA the grantee will pay a landlord (such as for a security deposit or rent) if the landlord and household enter into a qualifying lease of at least six months. Such documentation may expire after a certain period, such as 60 to 120 after being issued. For reporting purposes, grantees may consider these commitments to be an obligation of funding until their expiration.

> "These dollars can be a pathway to people getting housed regardless of whether they have experienced an eviction, they have been living outside, or feel like they are going to have to move because they are under pressure where they are now," said Noel Poyo, deputy assistant secretary for community economic development at the Department of the Treasury, on a webinar held by NLIHC, the National League of Cities (NLC), and Mayors and CEOs for U.S. Housing Investment. "A person's homeless status – whether they meet a federal homelessness guideline or what have you – is sort of neither here nor there, that is to say, is this an eligible household under the ERA, and do they have a rental obligation? Let's focus on the regulatory space that we have here as opposed to other regulatory spaces, which might be more difficult to prove or require more documentation."

CAN ERA FUNDS BE PROVIDED TO TEMPORARILY DISPLACED HOUSEHOLDS LIVING IN HOTELS OR MOTELS OR HOUSEHOLDS RENTING MANUFACTURED HOMES?

Yes. ERA may be provided to temporarily displaced households living in hotels or motels, as recommended by NLIHC. These expenses fall within the category of "other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak." The cost of the hotel stay does not include expenses incidental to the charge for the room. Grantees covering the costs of hotel and motel stays must develop policies and procedures outlining under what circumstances they would provide such assistance. If a household is eligible for an existing program with narrower eligibility criteria that provides similar assistance for hotel or motel stays, such as HUD's Emergency Solutions Grant program or FEMA Public Assistance, grantees should use those programs before providing aid under the ERA program.

Rental payments for either a manufactured home and/or the parcel of land a manufactured home occupies are eligible for assistance under the ERA program, as recommended by NLIHC. Households renting manufactured homes and/or the parcel of land may also receive assistance for utilities and other expenses related to housing. This also applies to mooring fees for houseboats.

ARE THERE RESTRICTIONS BASED ON IMMIGRATION STATUS FOR THE EMERGENCY RENTAL ASSISTANCE?

The law establishing the emergency rental assistance program does not impose restrictions based on immigration status. In the absence of federal restrictions, state and local governments cannot impose their own immigration status or Social Security Number requirements. This FAQ from NLIHC, the National Housing Law Project, and the National Immigration Law Center provides information on eligibility for assistance based on immigration status.

> "Neither the Consolidated Appropriations Act of 2021, the law that produced ERA1, nor the American Rescue Plan, the law that produced ERA2, speak in the ERA sections to the question of documentation of people's immigration status," said Noel Poyo on NLIHC's webinar. "There are a clear set of requirements for being qualified for this money. There has been a lot of discussion about what documentation is necessary for those qualifications, all laid out very clearly in the Treasury FAQs, and there is nothing in there about immigration status."

HOW CAN RENTERS AND LANDLORDS ACCESS ERA? CAN ASSISTANCE BE PROVIDED DIRECTLY TO TENANTS?

Renters and landlords apply for assistance with entities that state and local grantees select to administer the program. Use NLIHC's searchable database to find a Treasury ERA program near you. If landlords apply directly for ERA, they are required to notify the tenant that assistance is being provided on their behalf and obtain the tenant's consent.

ERA1 programs must make reasonable efforts to obtain landlords' cooperation. Treasury's revised guidance cuts in half the time to determine whether a landlord elects to participate to 7 days when reaching out to landlords by mail and 5 days when reaching out by phone, text, or email before providing-direct-to-tenant assistance.

If a landlord refuses to participate, ERA2 programs **must** offer assistance directly to tenants. Additionally, ERA2 programs can offer direct-to-tenant assistance first and immediately – these programs are not required to go to landlords beforehand. While ERA1 programs are not bound to these same rules, the White House and Treasury have made clear that providing direct-to-tenant assistance when landlords refuse to participate is the preferred policy for ERA1.

> "The idea that we could have a program designed to keep people in their homes, the most vulnerable renters, and that some of them could face homelessness because their landlord chose not to participate, and there simply was not even an effort to see if they could go through the tenant, was just unacceptable," stated Gene Sperling, White House American Rescue Plan coordinator and senior advisor to the president, on the webinar hosted by NLIHC, NLC, and Mayors and CEOs for U.S. Housing Investment. "We found that we did have the authority to require that under ERA2, and so we put that down. We hope that sends a strong message for all of the programs that are funded by ERA." He continued, "Guidance doesn't always say this is a 100% requirement, it strongly encourages. It tells people what the administration's policy is and how money should be used. I think it has been made pretty clear in here that it is the policy of this administration not to close the books if a landlord refuses."

ARE TENANTS OF FEDERALLY SUBSIDIZED HOUSING ELIGIBLE FOR ERA? HOW WILL THE ERA PROGRAM WORK WITH "DUPLICATION OF BENEFITS?"

Treasury's FAQ #15 **prohibits** denying assistance to eligible households solely because they live in federally assisted housing, and notes that failure to do so many violate civil rights laws. Treasury encourages grantees to partner with owners of federally subsidized housing to ensure their residents are reached.

Eligible households living in federally subsidized housing may receive ERA assistance, provided that the ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance. ERA1 programs must ensure that assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Renters may self-attest that they are not receiving duplicative government assistance. This requirement does not apply to ERA2.

FAQ #45 addresses what should happen if two grantees learn that they both provided rental or utility assistance to a household intended to cover the same months' expenses. In such cases, a grantee does not have to recover its payment and can instead recharacterize it as assistance covering a different period of eligible rent and utility expenses. However, the grantee must document which expenses the funds ultimately covered and confirm that the household was eligible for all assistance it received, including ensuring that the total number of months of financial assistance received by the household does not exceed statutory limits.

If an eligible household participates in a HUD-assisted rental program or lives in certain federally assisted properties and the tenant's rent is adjusted according to changes in income, the household may receive ERA1 assistance for the tenant-owed portion of rent or utilities that is not subsidized.

ARE LANDLORDS PROHIBITED FROM EVICTING TENANTS WHEN RECEIVING ERA?

Treasury guidance prohibits the eviction of renters for nonpayment while ERA payments are being made on their behalf. Treasury encourages grantees to require that landlords not evict tenants for at 30 to 90 days longer than the period covered by the ERA as a condition of receiving payment.

DO GRANTEES NEED TO OBTAIN DOCUMENTATION THAT RECIPIENTS USE ERA FUNDS ONLY FOR ELIGIBLE USES?

No. Grantees are not required to obtain documentation demonstrating the use of ERA funds by tenants and landlords. Program administrations should apply reasonable fraud-prevention procedures and investigate and address potential instances of fraud or the misuse of funds they become aware of. If a landlord refuses to accept a payment from a tenant who has received assistance directly from a grantee for the purposes of paying the landlord, the grantee may allow the tenant to use the assistance for other eligible costs.

CAN ERA BE USED TO COVER RENTAL OR UTILITY ARREARS AFTER A TENANT NO LONGER RESIDES IN THE UNIT?

To remove barriers a household may face in accessing new housing, grantees may – at a tenant's request – use ERA to cover rental or utility arrears at the tenant's previous address. As a condition for receiving payment, Treasury strongly encourages grantees to require the landlord or utility provider to agree not to pursue any further collection efforts, ensure that any credit reports confirm the matter's resolution, and notify the tenant that payment has been received and there will be no further collection efforts. See FAQ #40 for more information.

WHAT ADDITIONAL STEPS CAN STATE AND LOCAL GOVERNMENTS TAKE TO PREVENT EVICTIONS?

Treasury and the White House strongly encourage grantees to partner with courts to actively prevent evictions and develop eviction diversion programs, as recommended by NLIHC. Grantees should consider, 1) providing information to courts about the availability of assistance under ERA programs and housing stability services, 2) working with eviction courts to provide information about ERA to tenants and landlords as early in the adjudication process as possible, and 3) engaging legal aid and other housing stability service providers to assist households facing eviction. Treasury updated in August 2021 its promising practices around eviction diversion, including the addition of a maturity model and example self-attestation forms. Treasury makes clear ERA and ARPA State and Local Fiscal Recovery Funds (SLFRF) can be used to support a wide range of eviction prevention and housing stability services. States and localities are investing billions of dollars in SLFRF for affordable housing and homelessness prevention and services, including for rental assistance and legal aid. Access NLIHC's SLFRF resources to learn more.

TREASURY MADE ADDITIONAL CHANGES TO ITS GUIDANCE TO ACCELERATE AND BROADEN ERA DISTRIBUTION:

- Treasury strongly encourages grantees to provide culturally and linguistically relevant housing stability services and to conduct outreach in multiple languages to reduce unnecessary barriers to access. Grantees who cannot provide such services themselves should be engaging partners with the capacity to do so to ensure equal access to emergency rental assistance for all eligible households. See FAQ #37 for more information.

- Treasury provides a streamlined payment option for utility providers and large landlords to make accessing ERA on behalf of multiple tenants easier. To speed the delivery of assistance, grantees may provide advance assistance based on reasonable estimates of rental and utility arrears owed by multiple households. Treasury revised FAQ #38 in July 2022 to provide further information about documentation requirements for bulk utility payments.
- Treasury encourages grantees providing services to overlapping or neighboring areas to develop consistent or complementary policies to avoid unnecessary confusion or burden for tenants or landlords seeking assistance. See FAQ #33 for more information on grantee coordination.
- Grantees may use ERA funds to pay for an additional rental payment required by a landlord that enters into a lease with tenants facing significant barriers to securing housing, including those who have been evicted, experienced homelessness, aged out of foster care, or were convicted of a criminal offense or released from incarceration in the past year. See FAQ #41 for more information.
- To speed aid to at-risk households, ERA grantees may partner with nonprofit organizations to provide advance assistance to households at risk of eviction while their ERA applications are being processed. The grantee must receive all required application and eligibility documentation within six months. FAQ #42 outlines guidelines for state and local programs to collaborate with nonprofit organizations able and willing to provide advance assistance prior to an application being fully processed.
- On August 4, Treasury updated its promising practices around eviction diversion, including the addition of a maturity model and example self-attestation forms.

Additional Resources

NLIHC State and Local Rental Assistance Look-Up: https://nlihc.org/rental-assistance

NLIHC ERA Dashboard: https://nlihc.org/era-dashboard

NLIHC ERA Resource Hub: https://nlihc.org/resource-hub

Treasury's Emergency Rental Assistance (ERA) webpage: https://bit.ly/3sOeF4i

Updates to the ERA guidance can be tracked in Treasury's change log.

EXHIBIT I

National Low Income Housing Coalition

Updates on Treasury Emergency Rental Assistance Programs – Landlord Requirements

May 03, 2021

NLIHC tracks state and local emergency rental assistance programs created or expanded in response to COVID-19 and collects in-depth (https://docs.google.com/spreadsheets/d/1hLfybfo9NydIptQu5wghUpKXecimh3gaoqT7LU1JGc8/edit#gid=79194074) information on each program. As of April 28, NLIHC had identified 267 emergency rental assistance programs funded through the $25 billion Treasury Emergency Rental Assistance (ERA) program appropriated by the December 2020 Consolidated Appropriations Act. These 267 ERA programs account for nearly $18 billion of the $25 billion allocated.

Using publicly available information from program websites and documents, NLIHC's database tracks information on ERA program design and implementation, including landlord requirements. Some of the requirements of landlords are primarily for administrative purposes or for determining financial need, such as collecting landlord W-9 forms and rental ledgers of unpaid rent. Other requirements are intended to increase housing stability for tenants once assistance is received. These requirements include waiving late fees, preventing future rent increases, forgiving a portion of rent, or restricting evictions for a period of time during and sometimes after rental assistance is disbursed. From publicly available documents, NLIHC identified at least 64 ERA Treasury programs that require at least one of these concessions. Due to limitations of publicly available data, however, the number is likely higher.

The most common landlord concession is eviction restrictions. Of programs in which we identified landlord concessions, 77% impose eviction restrictions and 41% require landlords to forgive any late fees accumulated during the covered period. Twenty-seven percent of programs with landlord concessions require landlords to accept a decreased payment amount, with the remaining portion of rent to be forgiven by the landlord. Many programs requiring decreased payment amounts, however, are in California, where state legislation has largely dictated rental assistance program design.

Programs should carefully balance landlord requirements in order to both encourage landlord participation and to bolster future housing stability for tenants. Recent research shows that concessions required of landlords can influence their participation. Surveys of Philadelphia landlords by the Housing Initiative at Penn (http://www.housinginitiative.org/uploads/1/3/2/9/132946414/phl_ownerbrief_final.pdf) found that nearly 78% of landlords thought waiving late fees was a reasonable or somewhat reasonable requirement. By comparison, only 37.5% of landlords found it reasonable or somewhat reasonable to require landlords to forgive back rent (see Memo 11/9 (https://nlihc.org/resource/survey-highlights-landlord-covid-19-financial-concerns-finds-landlords-failing-participate)). Despite these findings, King County, WA (https://kingcounty.gov/~/media/depts/community-human-

services/department/documents/EPRAP/King_County_EPRAP_2020_Evaluation_Brief.ashx?la=en) was able to leverage bulk payments to engage landlords, all of whom either accepted 80% of rent owed, waiving the rest, or accepted the equivalent Fair Market Rent. The program was intended specifically for large landlords, with 10 or more tenants. King County found that offering bulk payments for multiple households was an effective method for disbursing payments and forgiving back rent, with the large landlord program serving 64% of all ERA-assisted households.

National Low Income Housing Coalition

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EXHIBIT J

DISASTER HOUSING RECOVERY COALITION, C/O NATIONAL LOW INCOME HOUSING COALITION

BEST PRACTICES FOR STATE AND LOCAL EMERGENCY RENTAL ASSISTANCE PROGRAMS

JANUARY 11, 2021

NATIONAL LOW INCOME HOUSING COALITION

KIM JOHNSON

REBECCA YAE

INTRODUCTION

Rental assistance is crucial to ensuring low-income people remain stably housed as the economic fallout from the coronavirus pandemic continues. The "Coronavirus Aid, Relief, and Economic Security (CARES) Act," enacted in March 2020, provided resources that many states and communities used for rental assistance programs to help renters impacted by the pandemic. From those efforts, we have learned valuable lessons for the programs that will be administering the $25 billion in emergency rental assistance recently enacted by Congress.

The recent COVID-19 relief package passed and signed into law at the end of 2020 provides $25 billion in Emergency Rental Assistance through the Coronavirus Relief Fund (CRF) administered by the U.S. Treasury. These vital resources will be used by states, cities, territories, and tribal areas to provide emergency rental assistance and preserve housing stability among renters experiencing COVID-19-related financial hardships. The U.S. Treasury will allocate funds to each state, the District of Columbia, and the U.S. territories. Cities and counties with more than 200,000 residents can also request a direct allocation from the Treasury. The program as enacted provides significant flexibility for how jurisdictions can operate rental assistance programs provided they meet certain requirements.

Households are eligible for emergency rental assistance provided through the COVID-19 relief package if they meet the following criteria: (1) one or more individuals qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship directly or indirectly due to the pandemic; (2) the household can demonstrate a risk of homelessness or housing instability; and (3) household income is below 80% of their area median income (AMI). Jurisdictions must give priority to applicants with household incomes below 50% of AMI or with household members who are unemployed at the time of application. More information about the housing provisions in the bipartisan bill is available here.

This document outlines key considerations and answers frequently asked questions for states and local jurisdictions as they plan to distribute the $25 billion in emergency rental assistance. While this new infusion of emergency rental assistance is inadequate to keep all impacted renters stably housed for an extended time, it is a significant down payment on meeting tenants' longer-term needs. Here, we provide recommendations for program administrators and advocates to ensure marginalized populations can access emergency rental assistance, those with the greatest needs are prioritized for assistance, and assistance is distributed in an equitable manner. We also make recommendations for the U.S. Treasury to provide greater clarity in its guidance to jurisdictions using these funds.

After the U.S. Treasury provides its program guidance and as we learn from our ongoing research on emergency rental assistance programs, we will update this document.

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DETERMINE ELIGIBILITY FOR EMERGENCY RENTAL ASSISTANCE

Households are eligible for emergency rental assistance if they meet the following criteria: (1) one or more household members experienced a reduction in household income, incurred significant costs, or experienced other financial hardships directly or indirectly due to the pandemic; (2) the household can demonstrate risk of homelessness or housing instability; and (3) household income is below 80% of AMI. The relief package requires program administrators to give priority to households with incomes below 50% of AMI or with unemployed members as of the date of application.

WHAT IS A DEMONSTRATED RISK OF HOUSING INSTABILITY?

The COVID-19 relief package provides states and jurisdictions with flexibility in the evidence they require for applicants to prove housing instability. Unless specific guidance is provided by the U.S. Treasury, emergency rental assistance programs should use a broad definition of housing instability to avoid creating a narrow window of eligibility that can preclude renters from eligibility. A broad definition of housing instability should include self-certification (if allowed under Treasury's forthcoming guidance) of current housing-cost burden, doubling or tripling up with other households, accumulation or expectation of back rental or utility payments, and currently experiencing homelessness at the time of application. Program administrators should **not** require an eviction notice for eligibility, which is often too late to prevent negative consequences for the tenant.

DOES IMMIGRATION STATUS AFFECT ELIGIBILITY FOR EMERGENCY RENTAL ASSISTANCE?

Immigration status should not impact eligibility for emergency rental assistance. The relief package does not place restrictions on emergency rental assistance based on immigration status. You can find out how immigration status affects eligibility for other assistance programs here. Programs like Washington State's Eviction Rent Assistance Program explicitly stated that U.S. citizenship is not an eligibility requirement.

ARE RESIDENTS OF FEDERALLY ASSISTED HOUSING ELIGIBLE FOR EMERGENCY RENTAL ASSISTANCE?

Administrators should encourage HUD- and USDA-assisted residents (e.g., public housing, project-based rental assistance, Housing Choice Vouchers, USDA 521 rental assistance) experiencing a decline in income to immediately request an income recertification from their landlord or housing authority. An income recertification can occur when an assisted household experiences a change in income (for example, a job loss or reduced work hours) to recalculate how much the household needs to contribute toward their rent. Assisted households experiencing a drop in income should request an income recertification as soon as possible to reduce the amount of rent owed going forward.

Renters assisted by these programs, however, may still accrue back rent while their recertification is processed. Emergency rental assistance program administrators should include flexibility for residents of federally assisted housing to access emergency rental assistance as needed. Residents of federally assisted properties whose rents are not determined directly by their household incomes (e.g., Low Income Housing Tax Credit properties) should be explicitly made eligible for emergency rental assistance.

CREATE A SIMPLE AND ACCESSIBLE APPLICATION PROCESS

A short and simple application that requests basic eligibility information like current household income, rental costs, and coronavirus-related hardship will increase accessibility and ease for tenants. Administrators can use short initial applications to determine whether an applicant meets basic eligibility requirements and then determine what additional documentation is necessary. Rather than creating an application from scratch, administrators can adapt other programs' existing applications for their own program. Applications should be kept as simple and short as possible with as few additional documentation requirements as possible. Some programs, like that in Osceola County, Florida, used a short online screening application to initially determine eligibility. Washington State provided local program administrators with a simple intake form for staff to fill out in screening households.

HOW CAN PROGRAM ADMINISTRATORS IMPROVE TENANTS' ACCESSIBILITY TO EMERGENCY RENTAL ASSISTANCE?

Program administrators can do a number of things to improve tenants' awareness of and accessibility to emergency rental assistance, including:

- Write program information and applications in simple language absent of jargon and complicated language.
- Provide program information and applications in multiple languages.
- Distribute program information through a wide range of channels, including on-line, community organizations, social service agencies, and 2-1-1 referral services.
- Provide multiple ways for tenants to submit applications, including on-line and through regular mail. A paper option allows tenants with limited internet access to apply.

Provide intake assistance. Even with simple and jargon-free applications, tenants may still have difficulty navigating the application process and have questions. Where possible, one-on-one or group counseling through phone calls or virtual sessions can help tenants understand the application requirements and needed documentation. Group counseling sessions can reduce administrative burden.

WHAT DOCUMENTATION OF COVID-19-RELATED HARDSHIP SHOULD PROGRAMS REQUIRE?

Our observations of existing programs suggest that excessive documentation requirements can prevent tenants from completing their applications and over-burden program staff. Simple documentation requirements may increase accessibility for tenants, reduce administrative barriers, and increase the speed at which funding is distributed. The COVID-19 relief package suggests that applicants can attest to economic hardship in writing. Therefore, administrators should consider utilizing a self-declaration form in which applicants attest to an economic hardship due to the pandemic and other qualifying criteria. For example, Utah used a detailed self-declaration form for applicants to calculate and declare their annual income. Centro Legal de la Raza, a local nonprofit administrator for emergency rental assistance programs in the Bay Area, used a simpler self-certification form (in English; in Spanish) for applicants to attest to income, tenancy, COVID-19 related hardship, and more.

The U.S Treasury should clarify in future guidance the ability of applicants to self-certify their eligibility for assistance to allay the fears of hesitant administrators who fear the Treasury may expect more stringent documentation.

WHAT OTHER TYPES OF DOCUMENTATION DO PROGRAMS REQUIRE?

Required documents should be easy for households to obtain, and program administrators should be as flexible as possible with their documentation requirements. Many programs, for example, require a current lease from applicants to show proof of residency, which can exclude renters who have non-traditional or month-to-month arrangements without a formal current lease. In these cases, program administrators should allow an old rent check or signed affidavit in place of a lease.

Other examples of documentation required by previous emergency rental assistance programs funded through CARES Act or other funding streams include:

- Paystubs or employer verification of decreased income.
- A notice of termination from an applicant's employer.
- Acknowledgement from a state or federal unemployment insurance program that the tenant is unemployed or furloughed.
- Self-certification of income, COVID hardship, or informal lease arrangements.

Without flexibility for self-certification, documentation requirements may be a barrier for applicants, especially those with non-traditional, gig-economy, or precarious employment prior to the pandemic.

CAN LANDLORDS APPLY FOR ASSISTANCE ON BEHALF OF THEIR TENANTS?

Landlords can assist tenants with applying for assistance. Landlords can also apply for rental assistance on behalf of their tenants, but they must provide documentation of the application to their tenants and obtain their tenants' signatures. Any assistance landlords receive must be used to cover tenants' rental payments. Some existing programs, such as one in King County, Washington, created a system for landlords to apply for assistance to speed up its distribution because they could submit applications for more than one tenant at a time.

If a landlord refuses to accept a rental assistance payment directly from a state, local, or tribal grantee, the grantee can instead provide funding directly to an eligible household for the household to pay their landlord. Some existing programs, such as the third phase of Philadelphia's CARES Act-funded program, delivered direct-to-tenant rental assistance. The period for determining if a landlord is refusing to accept rental assistance or is unresponsive should be kept to a minimum – e.g., seven days – to allow renters to receive direct payments as soon as possible.

SELECT ELIGIBLE TENANTS FOR ASSISTANCE

The need for rental assistance in most places surpasses the amount of funding available, restricting the number of eligible applicants who can receive aid and forcing program administrators to decide how to allocate scarce resources. Programs funded through the COVID-19 relief package are required to give preference to households with incomes below 50% of AMI or with unemployed members at the time of application. Program administrators can set other priorities, as well.

WHO SHOULD PROGRAM ADMINISTRATORS TARGET FOR EMERGENCY RENTAL ASSISTANCE?

A significant share of emergency rental assistance should be targeted to households with the lowest incomes (less than 30% of AMI). These renters typically have the fewest financial supports to fall back on and are most at risk of eviction and homelessness. According to NLIHC's report *The Gap*, more than 7 of every 10 extremely low-income renters were spending more than half of their income on housing even before the pandemic. Those who have lost employment income during the pandemic will have far less ability to repay their back-rent when their income recovers.

Program administrators can also target emergency rental assistance to areas with high shares of housing instability, job loss, and populations disproportionately impacted economically by the pandemic, including communities of color, which have been hardest hit by the pandemic. The Urban Institute developed a tool that identifies neighborhoods with high shares of residents at high risk for homelessness, job loss, and coronavirus.

SHOULD PROGRAMS USE A LOTTERY OR A FIRST-COME FIRST-SERVE METHOD OF DISTRIBUTION?

A lottery method, in which eligible applicants are selected at random to receive assistance, rather than first-come first-serve, may be more equitable. First-come first-serve systems may allow program administrators to distribute funds more quickly by distributing funds as applicants are approved, but they may inadvertently reward applicants who face fewer barriers to applying for assistance and exclude historically marginalized populations who may not have immediate access to an application because of slower access to information about the program, limited internet access, or language barriers.

A lottery method typically requires programs to set an application deadline prior to selecting recipients. Some lottery-style programs set a single deadline to select applicants, as in Montgomery County, Maryland, while others set rolling (periodic) deadlines to select applicants, as did United Lift in Riverside County, California. Programs with single deadlines tend to open for brief windows of time (typically, several weeks), which may not provide adequate time for many tenants to learn about the program and apply. Rolling deadlines may give tenants facing significant barriers in applying for assistance more time to overcome them.

CAN A LOTTERY SYSTEM ENSURE THOSE WITH THE GREATEST NEEDS WILL BE SERVED?

A weighted lottery system, as in Harris County, Texas, can ensure that populations with the greatest need, such as extremely low-income renters, those experiencing unemployment, or families with children, are more likely to receive assistance. A lottery system by itself, however, cannot ensure marginalized populations have access to assistance; outreach, intake assistance, and other assets must also be provided to those communities.

DETERMINE WHAT EMERGENCY RENTAL ASSISTANCE WILL COVER

Program administrators can disburse emergency rental assistance for current and future rent, rental arrears, utility and home energy costs, and utility and home energy costs in arrears. Emergency rental assistance can cover up to 12 months of rent, with an additional three months if necessary to ensure housing stability. For eligible applicants with rental arrears, program administrators can provide assistance for prospective (future) rent only if they also provide assistance to reduce rental arrears. Program administrators providing rental assistance for future months must recertify applicants' eligibility every three months. Because the need for assistance is greater than current resources, program administrators will need to decide what share of rent and how many months emergency rental assistance will cover.

CAN PROGRAMS PROVIDE ASSISTANCE FOR LESS THAN 100% OF OWED RENT?

Yes. To stretch the limited funding for emergency rental assistance, some existing program administrators ask landlords to accept a fraction of rent as payment-in-full. This concession allows the program to serve more tenants and still provides landlords with rental income.

Alternatively, program administrators can set a maximum amount of monthly emergency rental assistance that a tenant can receive. This cap likely works best if it reflects the local housing market. Some programs, for example, use HUD's Fair Market Rents to set maximum emergency rental assistance. Others require tenants to contribute a portion of their income toward rent and the assistance covers the remaining rent up to the maximum amount. In this case, some program administrators allow landlords and tenants to negotiate a repayment plan for the tenant contribution. One challenge is determining what share of rent landlords are willing to forgo for their tenants to receive rental assistance. A survey in Philadelphia indicated that a large share of landlords were unwilling to accept the city's initial level of assistance - a flat rate of up to $750 per month - as full payment of rent, which the city later increased.

DETERMINE LANDLORD REQUIREMENTS

Program administrators can make payments directly to a tenant's landlord on behalf of tenants. In many current programs, landlords are typically required to submit a W-9 form to the jurisdiction before receiving payment.

If the landlord refuses to participate, the relief package authorizes program administrators to distribute assistance directly to the tenant for the purpose of paying their rent. This option eliminates the barrier that tenants faced in some existing programs when their landlords refused to participate, leaving eligible tenants unable to receive help. As stated previously, program administrators should provide only a short amount of time (e.g., up to seven calendar days) for landlords to participate and meet necessary requirements before distributing assistance directly to tenants.

WHAT OTHER REQUIREMENTS ARE OFTEN ASKED OF LANDLORDS?

Approximately one in four emergency rental assistance programs in NLIHC's database ask landlords for additional requirements or concessions beyond accepting payment from the program. These requirements can include:

- Additional unit inspections;
- Accepting a fraction (ex: 80%) of rent as payment-in-full;
- Forgiving back rent not covered by the program;
- Waiving late fees; and/or
- Promising not to move forward with an eviction for a specified length of time.

These concessions can stretch the limited supply of emergency rental assistance to cover more tenants and secure additional tenant protections. Overly stringent concessions, however, can reduce landlords' willingness to participate

IDENTIFY AND PARTNER WITH KEY ORGANIZATIONS

Jurisdictions can partner with a variety of key organizations to implement their emergency rental assistance programs, as well as provide outreach to marginalized populations who may be difficult to reach. Some of these organizations include:

Organizations with experience in providing aid and support to people in need. Organizations connected to and serving low-income communities can spread awareness of emergency rental assistance programs through established networks, as well as use existing infrastructure and capacity to help shoulder program administration.

- Numerous statewide programs relied on their network of Community Action Agencies, including those in Wisconsin and Oregon. Their experience administering a variety of federal grants and rental assistance and their connections with low-income communities uniquely suit them to support emergency rental assistance programs.
- Many local programs worked with their United Way and 2-1-1 referral services in some capacity, including administration and connecting renters to emergency rental assistance programs in their area. It is essential that 2-1-1 operators are aware of all rental assistance programs so they can quickly and appropriately connect callers to the assistance they need.

Organizations embedded in communities most impacted by housing instability and COVID-19. Working with community organizations within the hardest-hit communities may help address issues of equity as they often have close ties to and are trusted by the communities they serve, making it easier to reach people who may not otherwise be aware of the resources available or who may be hesitant to reach out for help. They can identify potential barriers posed by the application process and are better equipped to help tenants in need of culturally-specific assistance. For example, the State of Oregon partnered with Oregon Human Development Corporation to ensure rental assistance would reach agricultural farmworkers. The State of Washington required local jurisdictions to partner with organizations operated by and for the marginalized communities they assist and serve. Pierce County, Washington's program administrators worked with organizations led by people of color and members of the LGBTQ community to perform outreach to historically marginalized people.

Landlords and housing owners/operators. Landlords and housing owners/operators are vital to emergency rental assistance programs. Outreach to landlords to educate them about the availability of emergency rental assistance and landlord-tenant mediation resources available in your area may increase landlord participation. Direct communication with landlords can also ensure both landlords and tenants are aware of additional requirements or concessions the landlord and tenant should be following. The State of Colorado worked closely with its state apartment association to ensure that the Property Owner Preservation, one of their two rental assistance programs, had the association's support.

State and local elected officials. State and local elected officials are also powerful allies when establishing emergency rental assistance programs. The Coalition on Homelessness and Housing in Ohio (COHHIO) sent sign-on letters and performed persistent outreach to state and local leaders to build support and generate buy-in for establishing a statewide program. In Indiana, state affordable housing advocates at Prosperity Indiana partnered with the Indiana United Way to establish a Housing Stability Roundtable. The Roundtable brought together resident representatives, for-profit and non-profit housing providers, anti-homelessness advocates, tenants' rights unions, state agencies, and representatives from the court and legal systems to build a broad coalition of people dedicated to ensuring the state provides adequate rental assistance and protections for people at risk of housing instability.

TRACK WHO RECEIVES ASSISTANCE

The COVID-19 relief package requires jurisdictions to document and make available the number of eligible households that receive assistance, the acceptance rate of applicants for assistance, the types of assistance provided, and the average amount of funding provided per eligible household receiving assistance. Program administrators are required to provide information for household income levels below 30% of AMI, between 30% and less than 50% of AMI, and between 50% and less than 80% of AMI. They are also required to break down these data by the gender, race, and ethnicity of the primary applicant for assistance.

IDENTIFY ADDITIONAL FEDERAL FUNDING SOURCES

The CARES Act, enacted in March 2020, provided three funding streams available for states and localities to provide emergency rental assistance: Coronavirus Relief Funds (CRF), Community Development Block Grants for Coronavirus (CDBG-CV), and Emergency Solutions Grants for Coronavirus (ESG-CV). ESG-CV should be used primarily to address the needs of people experiencing homelessness, but it can also be used for eviction prevention. The CARES Act allocated funds directly to states or qualified local jurisdictions. Each of these three funding streams have different requirements.

- **CRF:** Grantee jurisdictions can use these flexible funds to cover a broad number of expenses, including rental assistance, so long as the expense is a necessary expenditure due to the public health emergency and was not accounted for in the state or local government's most recent budget. Initially, jurisdictions had until December 30, 2020 to expend CRF funds, but the end-of-year COVID-19 relief package extended the deadline to the end of 2021. Of the three funding streams, CRF is the most flexible in regard to whom the funds can serve and how. Learn more about CRF here, and see how your state is allocating CRF funds here.
- **CDBG-CV:** Jurisdictions may spend CDBG-CV funds on rental, utility, and mortgage assistance for up to six months. While CDBG typically may only be used to cover up to three months of rental assistance, HUD's Office of Community Planning and Development (CPD) extended the limit to six months for CDBG-CV. However, extending the assistance past 100 days may subject covered units to a lead-based paint hazard inspection. Learn more about CDBG-CV here, and see how much CDBG-CV was allocated to your community here.
- **ESG-CV:** Jurisdictions can use funding from ESG-CV to address the needs of people experiencing or at risk of homelessness, defined in the CARES Act as people at or below 50% AMI. See how much ESG-CV was allocated to your community here. The Framework for an Equitable COVID-19 Homelessness Response provides best practices for using CARES Act funding to address the needs of people experiencing homelessness.

CONTINUE ADVOCACY FOR RESOURCES AND GUIDANCE

The $25 billion for emergency rental assistance in the COVID-19 relief package is an important down payment to help renters through this public health and economic crisis. It is, however, not enough to meet the unprecedented need. In May 2020, NLIHC estimated that ensuring housing stability for up to a year for low-income workers struggling to pay their rent would cost $100 billion. Advocates will need to push Congress for additional rental assistance in the coming months.

Guidance from federal agencies plays a significant role in how jurisdictions will design their federally-funded programs. Program administrators and advocates should encourage the U.S. Treasury to quickly provide much-needed guidance that enables state and local governments to effectively and efficiently distribute aid to renters most in need of assistance. The guidance should:

Affirm state and local flexibility in eligibility, documentation, and distribution.

Encourage programs to prioritize households with the greatest needs.

Discourage burdensome documentation requirements by affirming that applicants can self-certify their financial hardship due, directly or indirectly, to COVID-19.

- Affirm broad and less restrictive evidence of housing instability, including self-certification of income below 30% of AMI, severe housing cost-burdens, overcrowding, or accumulation (or expected accumulation) of rental arrears.
- Encourage timely, direct payments to tenants.
- For a complete list of recommendations for Treasury's forthcoming guidance on the $25 billion in emergency rental assistance, see a letter from NLIHC and the NLIHC-led Disaster Housing Recovery Coalition to U.S. Treasury Secretary Steven Mnuchin here.

CONCLUSION

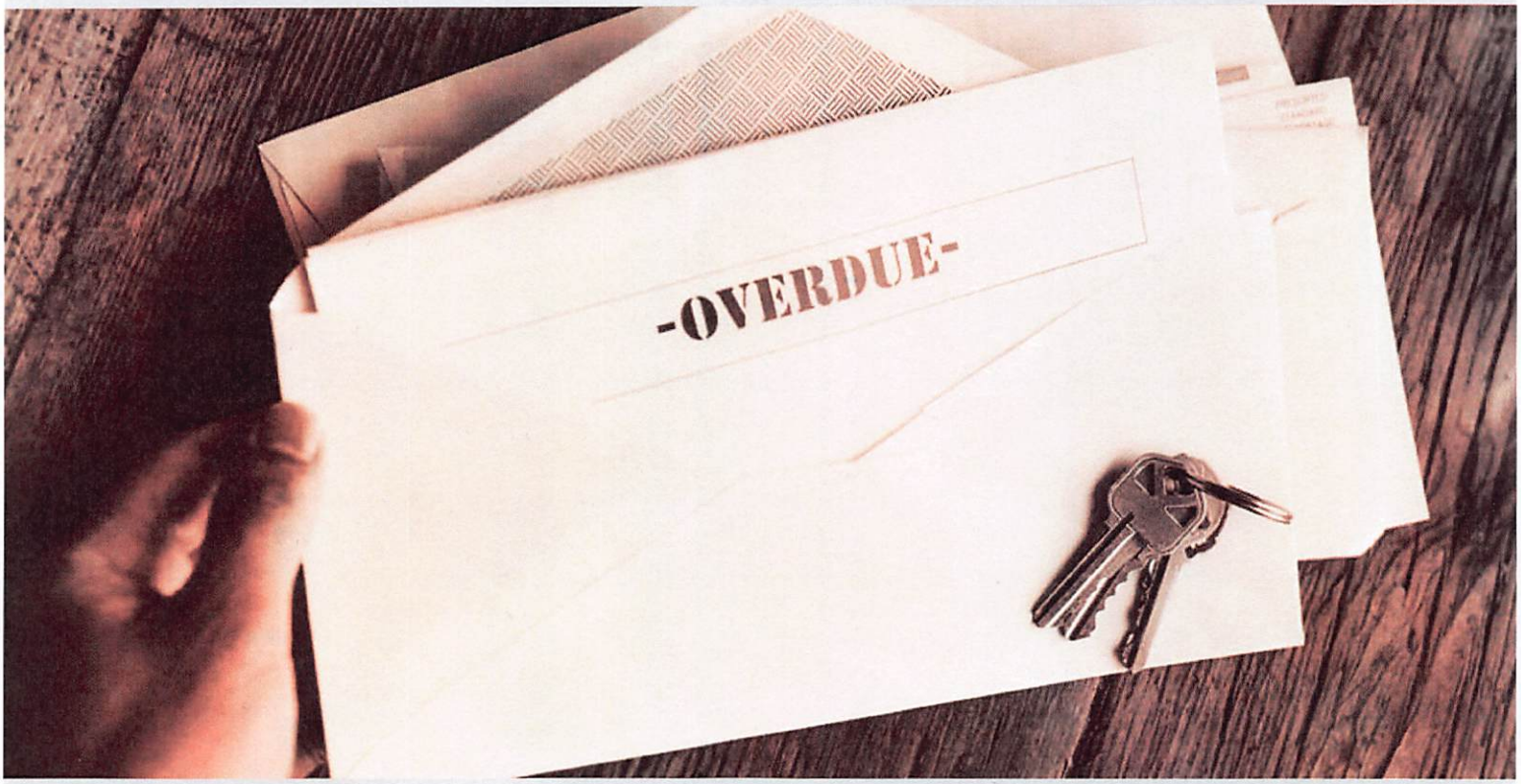
Emergency rental assistance programs are vital to ensuring people experiencing economic hardship can remain safely and stably housed throughout the duration of the pandemic. It is crucial that state and local governments distribute funding in a manner that is accessible, equitable, and reaches those most at risk of housing instability and homelessness.

For more information, please contact Rebecca Yae (ryae@nlihc.org) and Kim Johnson (kjohnson@nlihc.org).

NATIONAL LOW INCOME HOUSING COALITION

EXHIBIT K

EMERGENCY RENTAL ASSISTANCE PROGRAM



GRANTEE POLICY GUIDE

APRIL 2021

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

Version History

Version	Content
May 2021	Initial ERAP Policy Guide – Includes Treasury FAQ guidance dated 5/7/2021

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Section 1: Introduction

ERAP Overview

In December 2020, Congress enacted the Consolidated Appropriations Act of 2021 and established a new program under the U.S. Treasury - the Emergency Rental Assistance Program (ERAP). ERAP provides direct financial assistance and housing stability services to renters who are struggling to make payments for their rent and utilities[1]. Assistance can be used for rental arrears, prospective rental payments, utility and home energy cost arrears, prospective utility and home energy costs, and "other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak."

In March 2021, Congress enacted the American Rescue Plan Act (ARP), which extended the deadline for spending "ERAP 1" funds to September 30, 2022 and expanded ERAP through a second round of funding, "ERAP 2" (federal allocations are to be determined).

Under ERAP 1, the U.S. Treasury awarded over $400 million to the State of Maryland and eight counties with a population over 200,000. The Maryland Department of Housing and Community Development (DHCD) reserved a portion of the State's allocation, nearly $193 million, for distribution to local county governments to supplement their existing rental assistance programs and expand the number of households served.

This policy guide outlines the policies, procedures, and implementation guidance that DHCD grantees and subgrantees must follow in delivering ERAP 1 assistance.

DHCD Guiding Principles



Equitable

- Allocate Funds Based on Need and Disparities
- Prioritize Households Most At-Risk of Eviction
- Implement Affirmative Outreach Strategy and Communications
- Monitor Disparities in Assistance and Pivot Quickly



Low-Barrier

- Simplify Tenant Eligibility and Screening Processes
- Streamline All Rental/Utility Assistance into Existing Local Access Points
- Facilitate Mass Rental Relief through Multifamily Housing Partnerships



Locally-Driven

- Comprehensively Address Housing Stability and Basic Needs of Tenants
- Incorporate Rental Housing Market Conditions into Local Planning
- Deploy Programs with Trusted Community Partners

[1] U.S. Treasury Emergency Rental Assistance Program Website

Landlord Concessions

Landlords receiving payments directly from the program must agree to the following minimum requirements as part of the application.

Concession	State Minimum Requirements	County Flexibilities
Landlord Rent Arrears Forgiveness	Not Required	May require owners to forgive portion of rent arrears up to 20%
Late Fees/Interest/Court Fees	Must Waive All	N/A
Cancel Existing Eviction Filings	Required	N/A
Moratorium on New Eviction Filings	Owner may not create new eviction filing for at least 30 days after term/period of financial assistance nor for the duration of prospective rental assistance	May require a longer moratorium up to 90 days
Lease Renewal	Owner must offer tenant option to renew an expiring/expired lease for at least 90 days	N/A

The requirement to renew a lease and moratorium on new eviction filing does not apply to cases where the landlord has filed a breach of lease case due to issues of safety.

Grantees are urged to carefully consider how landlord concessions such as rent forgiveness may impact a landlord's willingness to participate in the program. Unintended consequences may include an increased rate of tenants receiving payment directly, which increases risk for monitoring.

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FAST EVICTION SERVICE

(800) 686-8686

Emergency Rental Assistance Program for Landlords Insights

Written on 04/15/2021 by **FastEvict.com LawGroup Attorney & Associates**

We are now more than three weeks into the **Emergency Rental Assistance Program** launching and have been receiving information on the application process on behalf of Landlords applying on the tenant's behalf. One of the main issues arising is tenants being able to gather their appropriate documentation and uploading the information into the portal they are required to. This has caused tenants to drop out of the program leaving the landlords without any relief.



Fast Eviction Service is advising landlords to *continue to serve the 15-day notice for non-payment of rent* when applying for the Emergency Rental Assistance Program for verified proof of rental arrears and in the circumstance, the tenant fails to comply or qualify for the program, that notice could potentially be grounds to proceed with an eviction.

We are currently offering half off our normal fee of $250, for the preparation and service of the 15-day notice until April 20th 2021. Don't fall behind on staying ahead of the Emergency Rental Assistance Program, make sure you stay ahead in serving your tenant the suggested 15-day notice to pay rent or quit now.

** If your tenant is not behind in rent but causing nuisance at the property or not complying with the terms of their rental agreement, we are here to help. Contact our office for more information on proceeding with these types of evictions.

If you are interested in this offer, please fill out the attached intake sheet and mention this email and we will prepare and serve your 15-day notice within 24 hrs of receipt of this email.

Click here for the form

California Covid-19 Rent Relief Program

If you received an email invitation to complete this application, please provide the 6-digit TENANT case number provided in the invitation email. If you are initiating this application on behalf of tenants, skip this section and move to Section A: Landlord Information.

Please provide your Tenant's first and last name.
Please provide your Tenant's phone number.
Please provide your Tenant's email address.

Overview

The California COVID-19 Rent Relief program may be able to help the many Californians with unexpected financial hardships created by COVID-19. The program is intended to help eligible households cover unpaid rent and utilities, future payments for rent and utilities, and to provide funding for housing stabilization services.

If you are applying without the landlord, the Program will attempt to contact the landlord by phone and email over a 10 day period to request participation. If the landlord is unresponsive or refuses to participate, assistance for unpaid rent arrears shall be limited to 25 percent of the Eligible tenant household's unpaid rental debt accumulated from April 1, 2020 through March 31, 2021 payable directly to the Eligible Household as a single payment.

If your landlord is responsive, the program will request the landlord complete the application and if deemed eligible, will make a payment for 80% of unpaid rent incurred between April 1, 2020 and March 31, 2021 payable directly to the Eligible Landlord. The landlord must forgive the unpaid 20% of unpaid rent.

Payments made for utilities arrears will be made directly to the utility provider.

False or Fraudulent Paperwork or Statements

Falsification of paperwork or any material falsehoods or omissions in the Application, including knowingly seeking duplicative benefits, is subject to state and federal criminal penalties. You are particularly put on notice that Title 18, Section 1001 of the United States Code states that a person shall be fined or imprisoned for up to five (5) years for knowingly and willfully making any materially false or fraudulent statement or representation to any U.S. Department or Agency.

Reasonable Accommodation

If you or anyone in your household is a person with disabilities and requires a specific accommodation to apply for this Program, please contact the program call center by phone at 1-833-430-2122.

If reasonable accommodations are required, the program will guide you to a local partner organization that can assist you with your application.

Fair Housing

HCD follows all federal and state requirements related to fair housing and discrimination. HCD also takes steps to affirmatively further fair housing in California and to ensure that all of its programs are free of discrimination. To learn more about fair housing and anti-discrimination, please click the links below. **www.neotalogic.com**

To Report Fraud, Waste and Abuse:

All HCD employees and contractor employees have a responsibility to report fraud, waste, and abuse that they suspect are occurring or have occurred. The public is invited to share such concerns. Any suspected fraud in connection with California's COVID-19 Rent Relief program should be reported to HCD for immediate review. HCD reserves the right to decline funding or participation if it is determined that fraud has occurred.

Report Fraud To:
California COVID-19 Rent Relief program: **reportfraud@ca-rentrelief.com**
U.S. Department of Treasury: **https://home.treasury.gov/services/report-fraud-waste-and-abuse**
Office of Inspector General: **https://oig.treasury.gov/fraud-alerts**

If you have any questions about the Emergency Rental Assistance Program for landlords, please contact our office at 1-800-686-8686 or email intake@fastevict.com

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M.P. Richter Attorney Fastevict.com Lawgroup

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NATIONAL LOW INCOME
HOUSING COALITION

EMERGENCY RENTAL ASSISTANCE:

A Blueprint for a Permanent Program

NOVEMBER 2022



END RENTAL ARREARS TO STOP EVICTIONS (ERASE)

EMERGENCY RENTAL ASSISTANCE:

A Blueprint for a Permanent Program

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END RENTAL ARREARS TO STOP EVICTIONS (ERASE)

I. INTRODUCTION

Emergency Rental Assistance: A Blueprint for a Permanent Program



NATIONAL LOW INCOME HOUSING COALITION

NOVEMBER 2022

Case 2:23-cv-11645-BRM-KGA ECF No. 55-14, PageID.2356 Filed 01/28/25 Page 9 of 83

Introduction

This report examines the implementation of the U.S. Department of the Treasury's (Treasury) Emergency Rental Assistance (ERA) program by state and local organizations around the country. Through both the "Consolidated Appropriations Act of 2021" and the "American Rescue Plan Act," Congress established an unprecedented $46 billion in funding for emergency rental assistance to prevent evictions and help renters stay stably housed. ERA stood up more than 500 state and local programs over a two-year period. This report aims to assess the challenges and opportunities that were presented through ERA to identify successful policies and practices and propose a policy blueprint for a permanent ERA program.

The report has five sections. The first section presents an overview of Treasury's ERA program, surveying its aims and structure, as well as the guidance issued by Treasury concerning the use of ERA funds, Treasury's processes for allocating and reallocating funds, trends in ERA spending over time, and the general impact of ERA. The section then provides an overview of the National Low Income Housing Coalition's (NLIHC) End Rental Arrears to Stop Evictions (ERASE) project, which has tracked the progress of ERA since the program's inception and collaborated with state partners, local jurisdictions, and program administrators to ensure that ERA reaches the lowest-income and most marginalized renters. In particular, the ERASE project has sought to make sure that ERA programs are **visible, accessible,** and **preventive** and has worked with state and local partners around the country to realize this goal. After reviewing the ERASE project's aims and framework, the section discusses some of the general strategies that have been used by state and local partners in the ERASE project to ensure the success of ERA. These strategies include:

- Partnering with tenants, landlords, and other community members.
- Utilizing ERA program data to track progress and course correct.
- Advancing racial equity through Emergency Rental Assistance.
- Ensuring program integrity.

The next three sections of the report delve into the three components of the ERASE framework. Section Two explores how ERA programs around the country ensured that ERA was visible to the lowest-income renters. Section Three examines how programs guaranteed that ERA was accessible to all renters in need. Section Four analyzes the ways programs made sure that ERA succeeded in preventing housing instability, evictions, and homelessness. Each section draws on numerous examples of policies and practices adopted by ERASE project partners around the country to generate recommendations that could be used by future ERA programs to ensure that emergency rental assistance is visible, accessible, and preventive.

The final section of the report advances a set of policy recommendations, exploring existing legislation that, if enacted, would help preserve the progress made in establishing an ERA infrastructure over the last two years and that could form the basis for a permanent ERA program in the future.

This report would not have been possible without those who contributed to the effort. In particular, we extend thanks to the ERASE Cohort. The ERASE Cohort is a select group of 38 state and local partners working with NLIHC to influence state and local emergency

rental assistance programs and ensure that ERA funds quickly reach the lowest-income and most marginalized people. Over the last year, ERASE Cohort members have been working to (1) influence state and local programs to accelerate the equitable use of funding; (2) enable the adoption of eviction-prevention and diversion measures through policy reforms and/or judicial partnerships; and (3) encourage transparency through tracking program data, successes, and challenges.

The 2021 - 2022 ERASE Cohort includes the following organizations:

- Low Income Housing Coalition of Alabama
- Anchorage Coalition to End Homelessness
- CT Fair Housing Center
- Housing Counseling Services, Inc.
- Empower DC
- United Community Housing Coalition
- Florida Housing Coalition
- Miami Workers Center
- Georgia Advancing Communities Together, Inc.
- Hawai'i Appleseed
- Idaho Center for Fiscal Policy
- Housing Action Illinois
- Chicago Anti Eviction Campaign
- Prosperity Indiana
- Homeless & Housing Coalition of Kentucky
- HousingLOUISIANA
- Michigan Coalition Against Homelessness
- Minnesota Housing Partnership
- Hope Enterprise Corporation
- Nebraska Housing Developers Association
- Dataworks NC
- Housing Alliance of Pennsylvania
- Housing Network of Rhode Island
- Richland Library
- Texas Housers
- Utah Housing Coalition
- Washington Low Income Housing Alliance
- Byrd Barr Place
- Arkansas Coalition for Housing and Neighborhood Growth for Empowerment (ACHANGE)
- Coalition on Housing and Homelessness in Ohio
- Arizona Housing Coalition
- Neighborhood Preservation, Inc.
- Housing Alliance Delaware
- United Native American Housing Association
- Ayuda Legal
- Coalicion de Coaliciones
- Citizen's Housing and Planning Association (CHAPA)
- North Dakota Coalition for Homeless People

OVERVIEW OF THE FEDERAL EMERGENCY RENTAL ASSISTANCE PROGRAM

Origins of ERA

The COVID-19 pandemic was a public health crisis that quickly ramified into a housing crisis. Even before the pandemic began, nearly 8 million extremely low-income households were spending more than half of their limited incomes on rent and utilities.[1] The severe housing burdens and deep rental debt facing many millions of Americans undermined basic housing security and put extremely low-income renters just one financial shock away from eviction and homelessness. The emergence of COVID-19 was just such a shock. When job losses early in the pandemic shut down large parts of the economy and deprived households of income, many extremely low-income renters were threatened with imminent eviction and homelessness.

In April 2020, Congress enacted the "Coronavirus Aid, Relief, And Economic Security (CARES) Act" in an attempt to address the economic and financial fallout of the pandemic. The act included several flexible funding streams that jurisdictions could choose to use for emergency rental assistance (ERA). By October 2020, jurisdictions around the country had established 438 early ERA programs with at least $3.9 billion in CARES Act funding. Yet well before then, it was apparent to many that the CARES Act would be insufficient in addressing the crisis. The programs it helped fund were limited in resources and constrained in the types of assistance they could offer renters.[2]

Responding to the pressure and advocacy of NLIHC's "Rent Relief Now" campaign of over 2,300 organizations from across the country and recognizing the need for a more robust emergency rental assistance program, the U.S. House of Representatives voted three times to approve measures enacting ERA – in May, June, and July 2020. Throughout this period, NLIHC offered guidance about how the program should be implemented. NLIHC and our partners urged that funds be distributed through the U.S. Department of Housing and Urban Development (HUD), given the agency's deep expertise in housing and the unique needs of the lowest-income and most marginalized populations; be administered through multiple delivery systems, by grantees with experience working with individuals in need; and be administered through programs with low barriers for participation. The legislation passed by the House included these essential features. However, each measure stalled in the U.S. Senate.

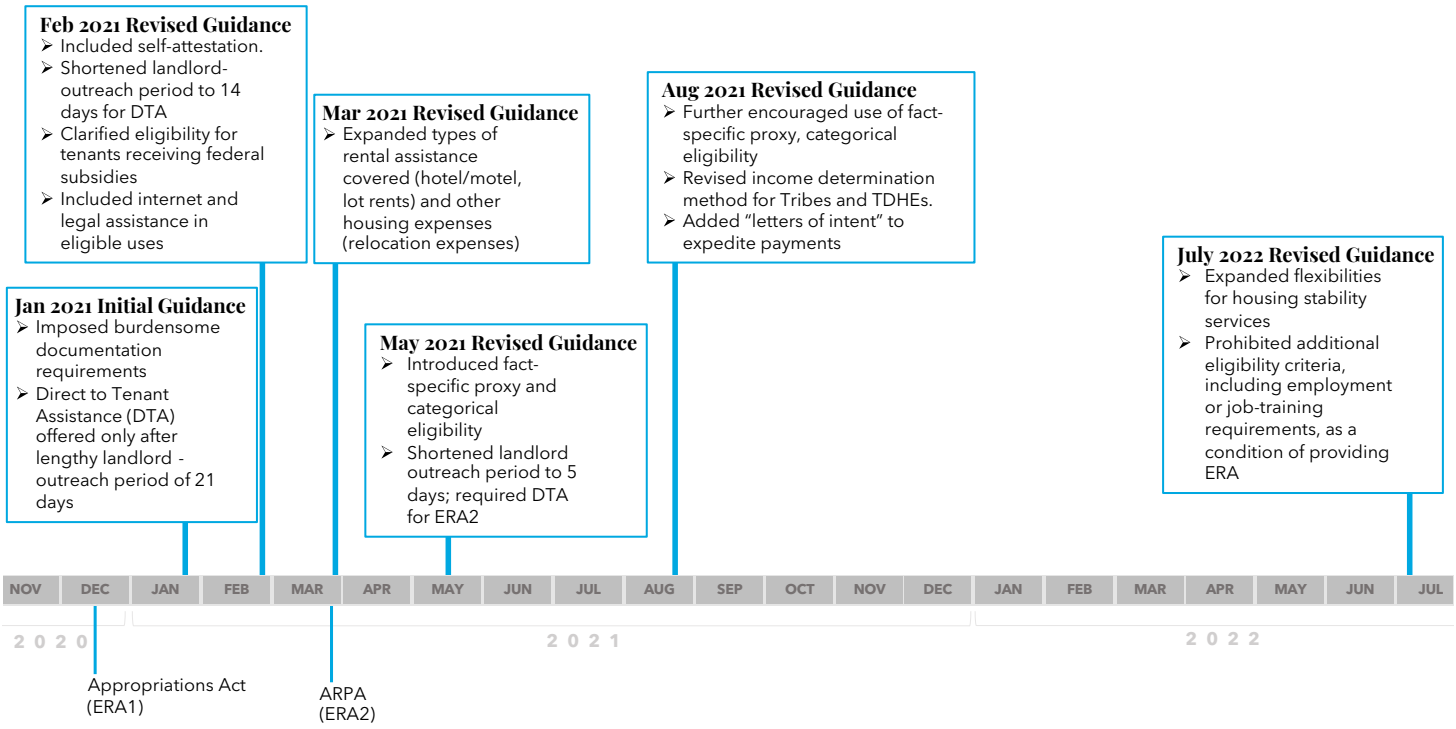
Finally, in late December 2020, Congress succeeded in passing a bill providing emergency rental assistance to struggling renters. The "Consolidated Appropriations Act of 2021" established an ERA program that would be administered through the U.S. Department of the Treasury (Treasury) and would provide funding through September 30, 2022.[3] The program became known as "ERA1."

ERA1

When ERA1 was enacted at the end of 2020, the housing crisis had reached an acute stage. By January 2021, renters had accrued an estimated $50 billion in rent and utility arrears.[4] The aim of ERA1 was to make funding available to the millions of renters unable to pay their rental or utilities arrears in order to prevent evictions, help them stay housed, and slow the spread of COVID-19.[5] In total, the program made available $25 billion in funding, which was to be distributed by ERA program grantees at the state and local levels. (Figure 1 presents a timeline of the development of Treasury's ERA program and associated guidances.)

Figure 1.

Timeline of Treasury Guidance



The statute authorizing ERA1 defined the criteria for establishing eligibility. Only renter households were eligible for assistance, and such households had to (1) have household incomes no greater than 80% of area median income (AMI); (2) include one or more individuals who qualified for unemployment benefits or who had experienced a reduction in income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and (3) include one or more individuals who could demonstrate a risk of experiencing homelessness or housing instability. Such a risk could be demonstrated through (a) a past-due utility or rent notice or an eviction notice, (b) evidence of unsafe or unhealthy living conditions, or (c) any other evidence of such risk as determined by the grantee administering the assistance. NLIHC's and our partners' advocacy ensured that the statute also allowed for several program flexibilities, such as categorical eligibility, direct-to-tenant assistance, and self-attestation for some eligibility categories, to facilitate access to funding for households in need.

However, implementation of the new program was hindered in a few ways. Due to demands made by the Trump administration and Republican leadership in Congress, the program included restrictions that made it unnecessarily complex to administer, slowing the speed with which tenants behind on rent received assistance. Likewise, guidance released on the last day of the Trump administration included a FAQ resource that created additional barriers by requiring applicants to document hardship beyond self-attestation; requiring grantees to wait 21 days after conducting outreach to the landlord or utility provider before providing assistance directly to the renter; and suggesting that 10% of funds were to be used for both housing stability services and administrative fees, which would make it nearly impossible for states and localities to provide housing stability services because administrative fees would quickly consume the available funds set aside for this purpose. These requirements resulted in increased application times, discouraged eligible households from seeking assistance, and prevented them from staying stably housed.[6]

After President Biden was sworn into office on January 20, 2021, NLIHC urged the new administration to rescind the Trump-era guidance and provide state and local governments with new guidance that would help distribute ERA to the millions of households at risk of losing their homes.[7] In February 2021, Treasury released a new FAQ that directly addressed the significant flaws in the Trump administration's guidance and included many of the recommendations made by NLIHC.[8] The February 2021 guidance clarified that renters could self-attest to meeting most eligibility criteria, including those related to COVID-19-related hardships, income, housing instability, and the amount of back rent they owed. The guidance also shortened the number of days – from 21 to as few as 10 – that had to pass before ERA could be provided directly to tenants in cases when landlords refused to participate in the program or were unresponsive. Likewise, the guidance clarified that home internet costs and fees for legal assistance for renters facing eviction were eligible uses of ERA.

Treasury made additional improvements to the FAQ in March 2021.[9] These improvements, which aligned with recommendations made by NLIHC to ensure that rent relief resources reached households with the greatest needs, clarified among other things that rental security deposits and applications, as well as screening fees, were permissible uses of ERA funds, and that households renting manufactured homes or temporarily residing in hotels or motels were eligible for ERA.

ERA2

In March 2021, after continued advocacy by NLIHC and our partners in the Rent Relief Now campaign, Congress appropriated an additional $21.6 billion for emergency rental assistance through the "American Rescue Plan Act." The new funding, which amounted to approximately $21.55 billion, became known as "ERA2."[10] Like ERA1, ERA2 was to be administered through Treasury, but unlike the first program, ERA2 funds were to be spent by grantees by September 30, 2025.

ERA2 differed from ERA1 in other ways as well.[11] ERA2 included statutory improvements such as expanding eligibility to renters who experienced hardship *during* the pandemic and not just *due to* the pandemic, extending the time limitation for assisting households to 18 months, and prohibiting grantees from refusing assistance to federally assisted tenants. Additionally, under ERA2, grantees that had obligated at least 75% of their total funds were permitted to use any funds that were unobligated as of October 1, 2022, for "affordable rental housing and eviction prevention purpose[s]," as defined by the Treasury secretary, to assist very low-income families.

NLIHC notified the Biden administration about emerging and troubling roadblocks in ERA programs based on our ongoing tracking of state and local ERA programs and feedback from our partners.[12,13] In addition to sending letters detailing our concerns and recommendations for further guidance, NLIHC was in sustained conversation with the administration to discuss each challenge and needed improvements. In May 2021, Treasury and the White House released new ERA guidance and a summary with major program improvements that directly addressed NLIHC's concerns about several ongoing challenges of ERA1.[14] The revised guidance sought to ensure access to assistance for the renters most in need by requiring program administrators distributing ERA2 to provide assistance directly to renters if landlords refused to participate or were unresponsive and by allowing ERA2 programs to offer direct-to-tenant assistance first and immediately, rather than requiring programs to conduct outreach to landlords beforehand. The revised guidance also expanded ERA2 eligibility criteria to include renters that experienced a financial hardship during COVID-19 rather than as a result of COVID-19. The new guidance encouraged grantees to avoid establishing burdensome documentation requirements that would reduce

participation and allowed programs to verify eligibility based on readily available information, such as the average income of the neighborhood in which renters lived.

Likewise, the May 2021 guidance expanded renter protections by prohibiting landlords from evicting tenants for nonpayment while ERA payments were being made on their behalf; prohibited ERA2 programs from denying aid to eligible households solely because they lived in federally assisted housing, noting that such denials could potentially violate civil rights laws; and increased access for people experiencing homelessness by reiterating that ERA could be used for moving expenses, security deposits, future rents and utilities, and the costs of transitional hotel or motel stays.

Initial Allocations and the Role of Reallocation

ERA1 and ERA2 also differed in terms of their initial allocations and the role of reallocation. Treasury was statutorily required to base a state's maximum ERA allocation on its share of the U.S. population, with a minimum state allocation reserved for low-population states ($200 million for ERA1 and $152 million for ERA2). In addition to the population-based allocation, ERA2 included a $2.5 billion set-aside for high-need grantees. Local jurisdictions with populations over 200,000 were eligible to receive a portion of their state's maximum allocation directly. Local grantees' direct allocation was capped at 45% of the local jurisdiction's population share of the state's maximum allocation. Research indicates that the minimum state allocation and the 45% cap resulted in a greater relative per capita allocation to small states and a greater per capita allocation to state grantees compared to local grantees within the same state.[15] To adjust this disproportionality, some state grantees sub-allocated a portion of their funds to local grantees.

Grantees received their full ERA1 allocations in January 2021 and, as noted above, were required to spend their initial ERA1 allocation by September 30, 2022. Grantees had until May 16, 2022, to accept their ERA2 allocation, and, as noted, they have until September 2025 to obligate these funds. Notably, two state grantees – Arkansas and Nebraska – did not accept their allocations of ERA2 funds, despite there being remaining need in both states.

Treasury was statutorily required to reallocate ERA funds from grantees with "excess" funds to grantees in need of additional resources beginning on September 30, 2021, for ERA1, and March 31, 2022, for ERA2. Treasury released initial ERA1 reallocation guidance on October 4, 2021, and ERA2 reallocation guidance on March 30, 2022.

According to ERA1 reallocation guidance, grantees that had not obligated 65% of their initial ERA1 allocations on financial assistance by September 30, 2021, were required to meet a gradually increasing expenditure benchmark to avoid having "excess" funds reallocated. Treasury evaluated whether grantees met the required expenditure benchmark twice, basing its determinations on expenditures through September and November 2021. Treasury provided grantees with several options for mitigating reallocation in the first evaluation. Grantees were also allowed to voluntarily reallocate a portion of their ERA1 funds to another grantee in the same state or to a general pool. To receive reallocated ERA1 funds, grantees were required to have obligated at least 65% of their initial ERA1 allocation. In a press release issued in early 2022, Treasury stated it would reallocate unobligated funds in a way that left grantees with an amount of ERA1 funds equal to what grantees had spent in their strongest quarter.[16] After June 30, 2022, Treasury considered whether additional recapture of unobligated funds was appropriate to help ensure ERA1 funds were distributed by the statutory deadline.[17]

As with ERA1, grantees are required to meet an increasing expenditure benchmark to avoid having ERA2 funds reallocated. The expenditure benchmark for ERA2 is based on funds disbursed for financial assistance and housing stability services. Any funds determined to be in excess will be reallocated from ERA2 funds yet to be disbursed to grantees, as required by statute. Grantees were allowed to voluntarily reallocate up to 60% of their initial ERA2 allocation to another grantee within the same state that has spent or obligated at least 50% of its own initial ERA2 allocation or to a general pool.

So far, $3.7 billion of ERA funds have been reallocated. Over four rounds of ERA1 reallocation, nearly $3.1 billion was transferred from state and local grantees. An additional $38 million of ERA1 funds were reallocated from tribal grantees. Earlier this year, Treasury started the process of reallocating ERA2 funds. Thus far, $519.9 million of ERA2 funds have been transferred. Over 50% of reallocated ERA funds have been voluntarily reallocated, usually from state grantees to local grantees within the same state. The large amount of funds voluntarily reallocated helped correct the initial allocation formula, which gave a disproportionate amount of funding to state grantees compared to local grantees. Notably, because a large proportion of funds remained within the same state, allocation disparities between stated were sustained.[18]

Spending Trends over Time

Since the beginning of ERA implementation, grantees have disbursed their ERA funds at various rates. Grantees' rates of disbursal are influenced by the initial allocation formula, which was based on population share and did not consider need within jurisdictions, as well as program implementation features.[19] Previous research by NLIHC and the Housing Initiative at Penn (HIP) found that grantees that instituted flexible documentation requirements – such as applicant self-attestation for COVID-19-related hardship and income – disbursed funds more rapidly, on average.[20] However, grantees also faced persistent challenges throughout 2021, including difficulties related to staff capacity and technology and landlord and tenant responsiveness.[21]

By the end of June 2022, ERA grantees had disbursed $20.9 billion (84%) of ERA1 and $10.9 billion (51%) of ERA2 on financial assistance to households and for housing stability services and administrative expenses.[22] The ERA program made over 6.3 million payments to households between January 2021 and June 2022.[23]

ERA1 spending increased each month between April and September 2021, with significant increases occurring in the late spring and early summer of 2021 (as shown by the datapoints for Q2 and Q3 for each year in Figure 2, below). Between October 2021 and June 2022 – or Q4 of 2021 and Q2 of 2022 – ERA1 spending decreased and then plateaued. Very little ERA2 was spent between April and September 2021 (Q2 and Q3 of 2021), but rates increased drastically at the end of the year (in Q4). ERA2 spending by quarter reached its peak in Q1 of 2022 before decreasing in Q2 of 2022.[24]

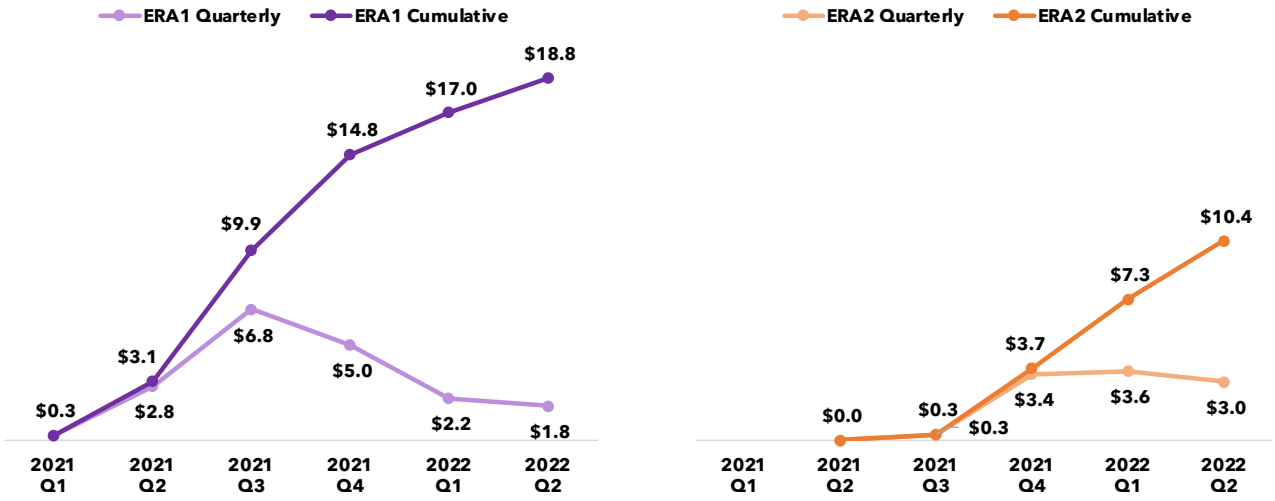
By the end of June 2022, state grantees had spent $13.3 billion in ERA1 funds, or 80% of the $16.6 billion of revised state allocations. Localities had spent more than $5.2 billion, or 77% of the $6.8 billion of revised allocations, in the same time period. Nine state grantees had expended 50% or less of their revised ERA1 allocations by the end of June 2022, despite having reallocated portions of their initial ERA1 funds.[25]

State grantees had spent $7.8 billion of ERA2 funds by the end of June 2022 – approximately 49% of the $15.9 billion allocated to states. Similarly, localities had spent approximately 49% of their allocations, or $2.6 billion of the $5.3 billion allocated to localities.[26]

Throughout 2022, NLIHC has tracked ERA spending on the ERA Dashboard and Spending Tracker. Our tracking has integrated Treasury data

Figure 2.

Emergency Rental Assistance Quarterly and Cumulative Spending, by Tranche (in billions)



Source: U.S. Department of the Treasury, "June 2022 ERA Monthly Data," https://bit.ly/3bIGLd9
Note: Spending numbers include funds spent toward forward rent, arrears, and utilities. Additional funds that have gone toward administrative expenses and housing stability services are not depicted in this graph.

with real-time data from program dashboards and program administrators to provide a closer estimate of how much ERA funding has been obligated to date.

The Impact of ERA

As indicated above, the latest Treasury data show that as of June 2022, nearly $31.8 billion in assistance had been disbursed to households and for administrative expenses and housing stability services, while over 6.3 million payments had been made to households.[27] Nearly two-thirds of households receiving assistance had extremely low incomes. Overall, ERA programs assisted a high share of Black households: 42% of households that were assisted identified as Black, though Black households only make up 24% of cost-burdened low-income renter households.[28] The ERA program may have underserved Latino(a) households: Latino(a) households account for 22% of cost-burdened low-income renter households, but only 20% of households served were Latino(a).[29] More granular data at the state-level suggest that some states were serving higher shares of Latino(a) households relative to potential need and others were significantly underserving Latino(a) households.[30]

In 2021 alone, at least 1.36 million formal evictions were prevented, thanks to a wide range of government interventions, including federal, state, and local eviction moratoriums; policies like expanded unemployment insurance and stimulus payments; and emergency rental assistance.[31]

THE ERASE PROJECT AND FRAMEWORK

NLIHC worked both directly as well as through our state and local partners to support – and learn from – the implementation of ERA in states and localities around the country. These efforts were planned, coordinated, and managed by a special project developed by NLIHC and intended to focus exclusively on emergency rental assistance: the End Rental Arrears to Stop Evictions (ERASE) project.



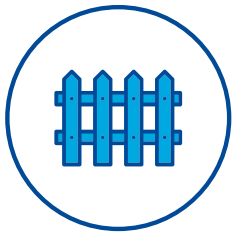
Visible

Conduct equitable and robust marketing and outreach efforts to ensure that all landlords and low-income renters know about the Emergency Rental Assistance (ERA) program and how to access it in their community.



Accessible

Support access to and disbursement of financial support to landlords and tenants by ensuring an accessible, streamlined, and low-barrier ERA application process.



Preventive

Prevent housing displacement by creating formal partnerships with your state and/or local court to support eviction prevention and eviction diversion in coordination with ERA.

The ERASE project has aimed to ensure that ERA reaches the lowest-income and most marginalized renters it is intended to help. The project seeks to eliminate rental indebtedness caused by the pandemic and to prevent evictions by tracking and analyzing emergency rental assistance utilization; documenting and sharing best practices and toolkits; influencing and shaping program design at federal, state, and local levels; developing key partnerships for outreach and education; and assessing the remaining needs to inform advocacy for long-term investments to end housing instability and homelessness in the United States.

In support of these goals, the ERASE project undertook a number of advocacy, research, and education efforts over the last two years. The project facilitated bi-weekly State and Local Partner Implementation Calls that brought together program administrators and state and local advocates to discuss the implementation of the three pieces of legislation creating ERA: the "2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act," the "Consolidated Appropriations Act of 2021," and the "American Rescue Plan Act of 2021. "The project provided grant funding and technical assistance to 38 state and local partners through an "ERASE Cohort" and facilitated bi-weekly working group meetings during which members could engage in peer-to-peer learning. Through its ERA Program Dashboard, the ERASE project also tracked and shared information about programs and key design and implementation features that enabled them to serve the lowest-income and most marginalized renters in need of housing assistance.[32] Meanwhile, the project and its partners released more than 21 reports highlighting the state of emergency rental assistance, emergent best practices, and program recommendations. These reports contain frameworks, program examples, and case studies that may be useful in designing or adapting ERA programs in the future. NLIHC also held weekly National Calls that featured national speakers, administration staff, members of Congress, and members of state and local programs to share the latest information on Treasury guidance and innovations in the field.

From the beginning, the ERASE project worked with state partners, local jurisdictions, and ERA program administrators to ensure that local ERA programs were **visible, accessible,** and **preventive**. These three goals formed a framework for generating program improvements that would ensure that the lowest-income and most marginalized renters were able to find and access ERA in time to prevent their evictions. Over time, the ERASE project and its partners developed recommendations for each part of the visible-accessible-preventive framework – recommendations that will help future permanent ERA programs successfully meet the housing stability needs of the lowest-income renters:

1. To increase visibility: Conduct equitable and robust marketing and outreach efforts to ensure that all landlords, low-income renters, and people already experiencing homelessness know about the ERA program and how to access it in their community.

2. To increase accessibility: Support equitable access to and disbursement of financial support to landlords and tenants by ensuring an easy-to-use, streamlined, and low-barrier ERA application process.

3. To increase preventiveness: Ensure holistic, responsive interventions at all intersection points, including state and local courts, to reduce evictions, housing displacement, and homelessness.

This report brings together lessons learned over the last two years by the ERASE project and its state and local partners about those programmatic and policy components that have been most effective in making ERA visible, accessible, and preventive.

GENERAL STRATEGIES FOR ENSURING SUCCESSFUL ERA IMPLEMENTATION

Though this report explores the particular policies, processes, and tools that have made ERA visible, accessible, and preventive, it is worth drawing attention to a set of strategies adopted by many programs that tended to strengthen ERA implementation generally. These overarching strategies involved (1) partnering with tenants, landlords, and other community members; (2) utilizing ERA program data to track progress and course correct; (3) advancing racial equity through ERA; and (4) ensuring program integrity.

Partnering with Tenants, Landlords, and Other Community Members

In its "Promising Practices," Treasury has noted that "grantees that reported strong partnerships with nonprofit program providers emphasized that these relationships rely on building a shared vision and infrastructure that supports continuous communication about ERA program development, program requirements and definitions, and the flow of ERA applications/payments."[33] We agree with Treasury that non-profit partnerships are essential in ensuring the efficacy of ERA implementation. Yet we also found that programs benefited from partnerships with those parties most directly affected by ERA: namely, tenants and landlords. Programs that provided ways for tenants and landlords to make their voices heard were able to leverage their expertise in developing planning, implementation, and course correction strategies related to emergency rental assistance.

State and Local Non-Profit Partners Convening Program Administrators to Provide Technical Assistance and Advocate for Program Flexibilities:

The Housing Alliance of Pennsylvania and Florida Housing Coalition

Members of the ERASE cohort were effective in convening programs and advocating for program changes to better serve renters with the greatest need. Over the course of 2021 and 2022, the Housing Alliance of Pennsylvania (HAP) regularly met with and provided technical assistance to many of Pennsylvania's ERA program administrators. The organization has an active listserv with those ERA administrators, where it shares guidance and information on promising practices and where ERAP administrators ask each other questions. HAP has also developed guidance on using fact-specific proxies as well as prioritization to support programs in Pennsylvania.

Florida Housing Coalition provided free training and technical support to the 32 local governments in Florida that received ERA funds. The Coalition hosted monthly workshops with the state's local ERA program administrators and provided free consulting services to local housing staff, ranging from answering individual questions on topics such as income documentation and eligible expenses to providing full independent audits on program design, Treasury reallocation guidance, advice about how to use State and Local Fiscal Recovery Funds (SLFRF) dollars for rent assistance, information about HOME-ARP and tenant protections, and other information that could assist local ERA administrators with their work. Their goal was to use existing relationships with local housing administrators to help them adopt best practices, like self-attestation and direct-to-tenant assistance, and to expend funds efficiently and equitably.

This strategy is illustrated by the case of the California-based Santa Clara County Homelessness Prevention System, a network of 70 partner organizations led by Destination: Home and Sacred Heart Community Service. In late 2020 and early 2021, the organizations provided $36 million to nearly 15,000 low-income households through a combination of direct financial assistance and rental assistance through the "COVID-19 Emergency Homelessness Prevention Program," which was funded with CARES Act Coronavirus Relief Funds. In designing their program, the organizations drew on the expertise of community partners, including tenants and landlords, to determine how services and funds should be distributed to tenants. Through a survey of their partners' community members, the organizations learned what kind of assistance was desired and how community members wished to receive assistance. They prioritized on-the-ground expertise through regular check-ins and meetings where partners could share their feedback, inform program decisions, and discuss successes and concerns with each other. This model of community engagement and collaboration provided valuable insights concerning how to engage partners for ERA.[34]

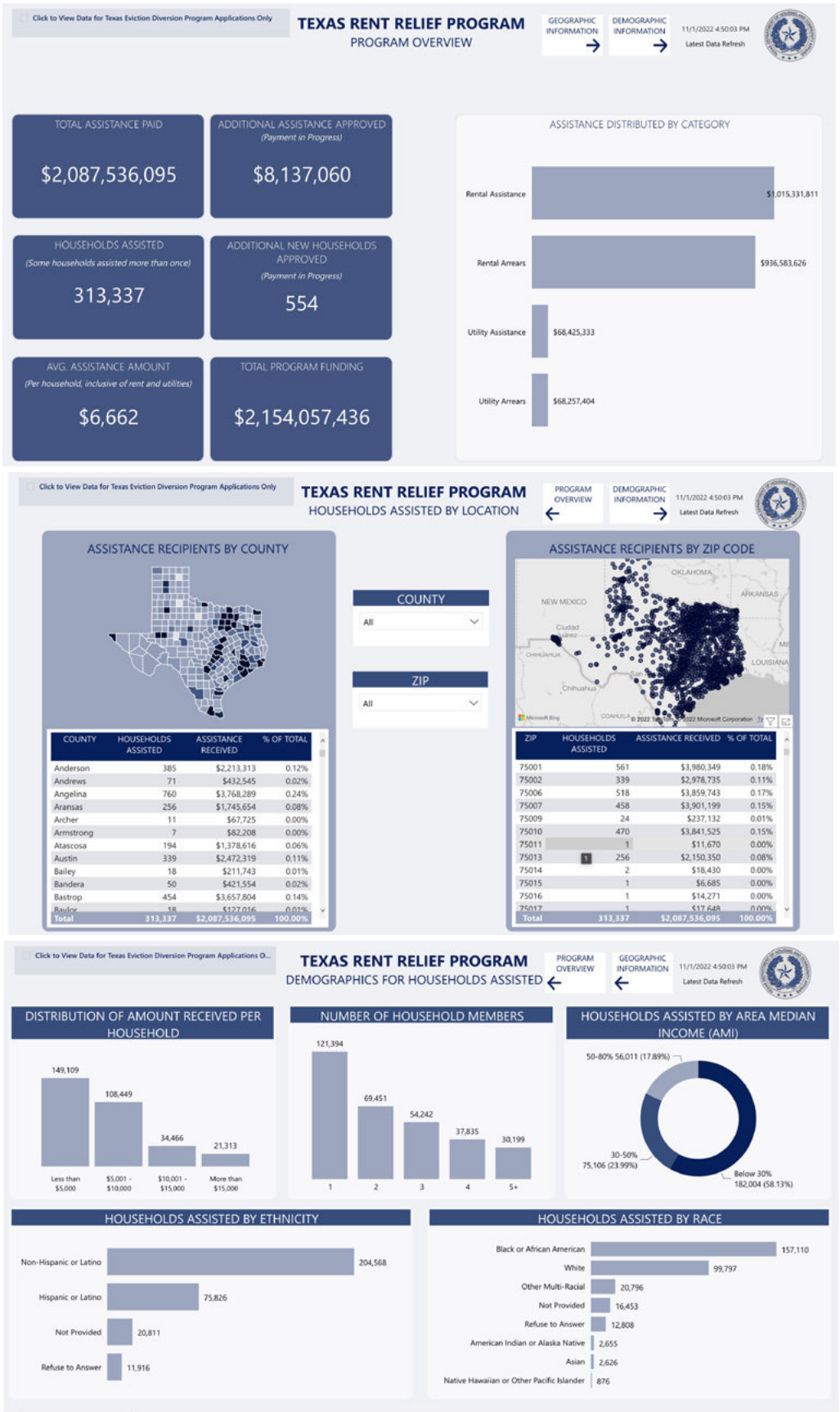
Utilizing ERA Program Data to Track Progress and Course Correct

Advocates in communities across the country struggled to access critical program data, particularly data that would enable better analysis of the demographics of who was being served by ERA programs and the relationships between ERA and eviction patterns, neighborhood racial characteristics, and program elements. State and local demographic data in particular are critical to supporting the equitable distribution of ERA insofar as such data enable programs to identify any disparities that may exist on the local level as well as determine where outreach and engagement efforts are best targeted for the ERA funds that have yet to be spent. ERA program data dashboards offer examples of transparency and provide regularly updated data that can inform program corrections and communicate program progress. Many ERA programs developed data dashboards that included information on the number and status of applications, demographics related to participating households, and the types and amount of assistance disbursed and obligated. One such dashboard was created by the Texas Rent Relief Program. The dashboard (shown in Figure 3 below) provides updates on the amount of ERA distributed per household, the number of members in households receiving ERA, the share of households assisted by area median income, the numbers of households assisted by race and by ethnicity, and other metrics.[35] (For more examples, visit the NLIHC Resource Hub at https://nlihc.org/resource-hub.)

The ability to successfully track national demographic metrics helps to ensure that equity is at the forefront of decisions and that all decisions and program evaluations are based on data. In December 2021, Treasury released data on the total national distribution of ERA funds by race, ethnicity, gender, and income. Unfortunately, however, Treasury did not release other critical data required by the "Consolidated Appropriations Act of 2021," including data on the acceptance rate of applicants for assistance; the type or types of assistance provided to each eligible household; the average amount of funding provided per eligible household receiving assistance; household income level; and the average number of monthly rental or utility payments that were covered by the funding amount that a household received. State and local dashboards can help fill in the information gaps until Treasury releases further national data.

Figure 3:

Texas Rent Relief Program Public Dashboard.



See the updated dashboard at: https://bit.ly/3NzV6Hg

Advancing Racial Equity though Emergency Rental Assistance

As a result of decades of racist housing policies and practices, Black, Hispanic, and Native American households were more likely to be extremely low-income renters prior to the pandemic compared to white households. Partly for this reason, the COVID-19 crisis disproportionately affected households of color. Black, Hispanic, and American Indian/Alaska Native people experienced higher rates of COVID-19 infection and death compared to white people.[36] Black, Asian American, and Hispanic workers also tended to experience more job loss than white people during the pandemic.[37] ERA programs cannot fully address the inequities that led to these outcomes by themselves, but they can at least begin to do so by centering households of color at each step of program planning and evaluation.

ERA programs used a multitude of strategies to conduct targeted outreach to renters of color.[38] Programs frequently partnered with nonprofits or trusted community-based organizations to conduct outreach in vulnerable communities and even support applicants in the intake process. They broadened their marketing and outreach tactics and made application materials available in many forms (e.g., online, on paper, or over the phone) and in many languages. Many programs also simplified their application processes and changed their documentation requirements. Requiring traditional documentation can place unnecessary burdens on applicant households, especially the most vulnerable ones, and some programs opted to use self-attestation or other tools to reduce such burdens during the pandemic. Further, several programs made clear that they would accept a broad variety of identification documents, or that they did not have citizenship requirements. Some programs also purposefully set up evaluation and monitoring benchmarks to ensure that they were serving households of color in ways that were proportionate to need. Only limited data presently exist for determining whether renters of color were served proportionately to their needs at local levels, let alone for determining whether certain strategies were effective at serving households of color.

Ensuring Program Integrity

Since the beginning of ERA, program administrators have been working to guarantee program integrity while ensuring that funds are disbursed to those households with the greatest needs as efficiently as possible. To accomplish this goal, programs have developed strategies that rely on combinations of staffing, processes, policies, and technology.

Successful program integrity models are grounded in the development and consistent implementation of strong policies and procedures and utilize a combination of technology and staff to identify, investigate, and take action regarding suspicious applications before payments are made. Key strategies include training staff on fraud mitigation and prevention efforts; identifying red flags before an application proceeds; using software programs to review documents and to avoid duplication of assistance and better analyze data; expanding teams to include quality control staff; implementing multi-step review processes; reporting fraud to outside investigators; and setting up security protocols for the processing of payments. Program administrators often cited program flexibilities such as fact-specific proxy and categorical eligibility as features that helped to ensure program integrity by layering data-driven eligibility criteria into the process.

One challenge in understanding fraud within ERA is the lack of a common definition of fraud. Differences in definitions have led to different narratives regarding the amount of fraud that may exist within a particular program. For example, though some may suggest otherwise, fraud does not typically involve common user errors, households and/or landlords unknowingly providing incorrect information, or improper

payments being made without the intent or knowledge of wrongdoing.

Instead, threats to the integrity of ERA application processes and programs have typically fallen into five main categories: (1) households (tenants) falsifying applications; (2) landlords (owners) falsifying applications; (3) landlord / tenant collusion; (4) coordinated attacks by "bots" or hackers; and (5) third-party individuals and "businesses" elsewhere in the process charging fees or coercing tenants. Within each of these categories, fraud can be committed through single applications or through bulk or multiple applications.

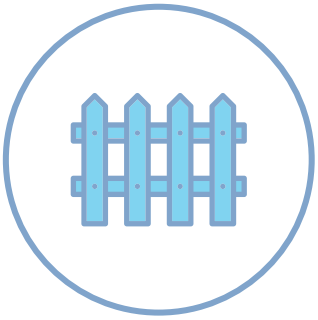
Given these threats, most ERA programs have been vigilant in ensuring high program integrity and catching fraudulent requests for assistance before they result in payments. According to an article published in *Newsweek*, states have observed little fraudulent activity and, in those few cases of fraud observed, have often detected and prevented it. The article explains, for example, that "California has rigorously checked its rental assistance applications for fraud, resulting in 0.0036 percent of applications being rejected due to potentially false information. None of these applications were paid." The article also notes that Utah had a 1% fraud rate and New York a fraud rate of less than 1%. Such low fraud rates were also confirmed anecdotally by ERA program administrators with whom NLIHC staff spoke.



Visible



Accessible

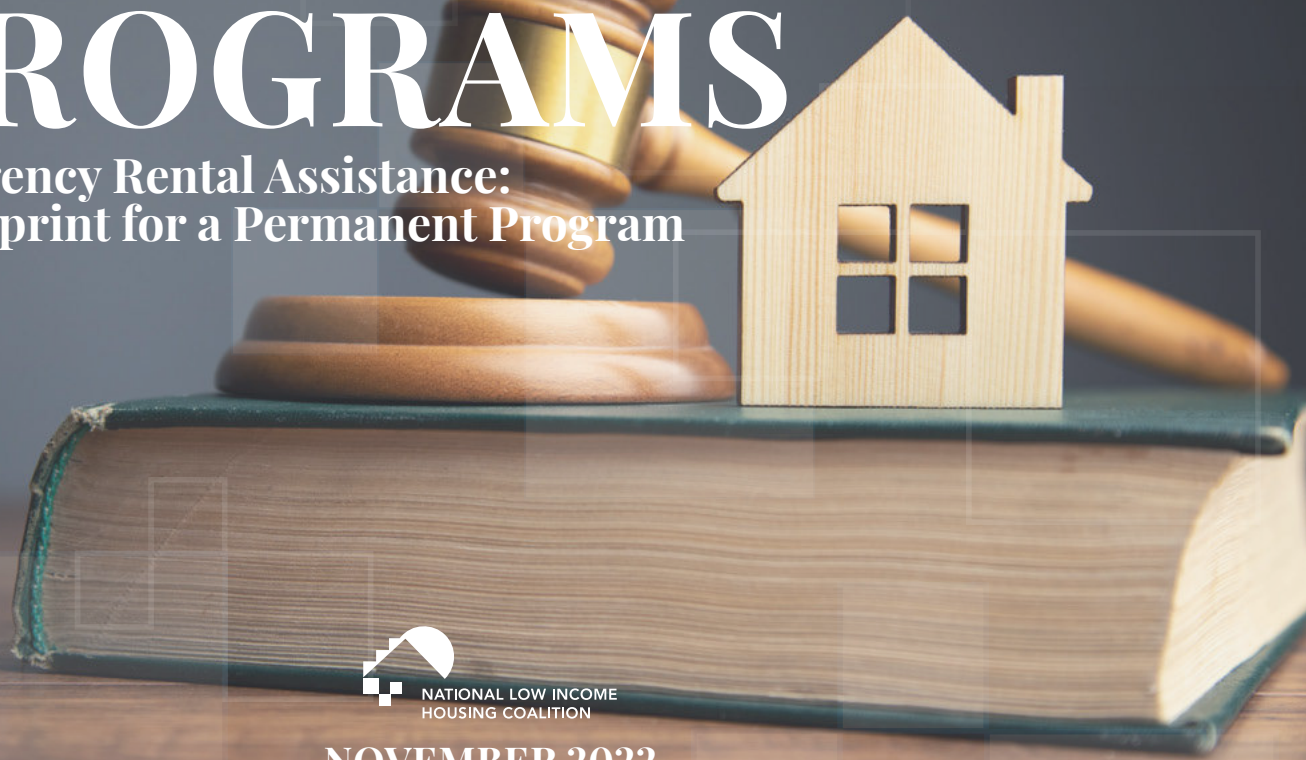


Preventive

II.

ADVANCING VISIBILITY IN EMERGENCY RENTAL ASSISTANCE PROGRAMS

Emergency Rental Assistance: A Blueprint for a Permanent Program



NATIONAL LOW INCOME HOUSING COALITION

NOVEMBER 2022

Case 2:23-cv-11645-BRM-KGA ECF No. 55-14, PageID.2372 Filed 01/28/25 Page 25 of 83

Advancing Visibility in Emergency Rental Assistance Programs

Households most in need and with multiple barriers must be able to access emergency rental assistance (ERA) at the time when they need it most to prevent eviction and housing loss. Reaching communities with the greatest needs can be challenging due to geographic isolation, language differences, mistrust of government programs, stigma, inadequate access to technology, or other factors.

By February 2021, when ERA rollout was just beginning, less than half of landlords and a third of tenants surveyed by Avail and the Urban Institute were aware that federal assistance was available.[39] By May 2021, more landlords and tenants were aware of federal rental assistance (60% and 43%, respectively), but awareness among tenants was still low, suggesting that additional outreach strategies were necessary to ensure the lowest-income tenants were assisted by the program.

Many emergency rental assistance programs have adopted creative strategies to overcome problems with visibility. They have chosen to work with trusted community partners (often smaller nonprofit and community-based organizations with ties to at-risk renters) to help with outreach and to consult with residents on program design, while also educating and engaging landlords about ERA, using data to target resources to communities with high housing instability and eviction rates, and creating unique ways to get information about ERA directly to tenants in need.

This section outlines innovations communities have made related to outreach, marketing, and targeting strategies central to ensuring that assistance reaches households experiencing the worst impacts of the pandemic, especially BIPOC households, and that eviction prevention efforts reach those at the greatest risk of homelessness. These innovations include:

- Engaging trusted community-based organizations (CBOs) for outreach and marketing.
- Conducting outreach to landlords.
- Using data to target outreach and engagement.
- Distributing program information at critical points of intervention and directly to renters.
- Providing ERA outreach at eviction court.

This section explores each of these innovations and provides examples of ways ERA programs around the country deployed them.

ENGAGING TRUSTED COMMUNITY-BASED ORGANIZATIONS FOR OUTREACH AND MARKETING

Building partnerships with community-based organizations (CBOs) is one of the most widely utilized – and most successful – tactics for raising the visibility of ERA among the lowest-income renters and renters who are Black, Indigenous, or people of color. Using trusted messengers to provide information and resources about ERA can make renters more willing to participate in the program. State and local partners played a crucial role in leveraging their community networks, connections to tenants, and organizing experience to increase outreach and marketing efforts to support the rollout of ERA.

The Washington State Department of Commerce's Eviction Rental Assistance Program worked with 30 grantees to administer the ERA program locally. The state required grantees to invest at least 5% of their initial grant in partnerships with "By & For organizations." These organizations are culturally based and directed, as well as substantially controlled, by individuals from the population they serve. At the core of their programs, the organizations must embody the communities' central cultural values. In most cases, this requirement meant the program grantees were contracting with organizations with which they had never contracted before and fostering relationships in new ways. Depending on the subgrantees' or subcontractors' organizational capacity and relationships with the grantees, the roles of subgrantees and subcontractors ranged from outreach only to outreach, intake support, and providing rental assistance payments to landlords on behalf of tenants. Requiring grantees to partner with organizations substantially bolstered their ability to serve marginalized communities: many grantees served high shares of households of color in general and high shares of Black- and women-headed households, in particular.[40]

ACTION-Housing – a nonprofit affordable housing provider in Allegheny County, Pennsylvania, and the administrator of the Allegheny County Emergency Rental Assistance Program – contracted directly with 27 area nonprofits and community groups to ensure the lowest-income and most vulnerable tenants in Allegheny County were able to access rental assistance. The organizations were paid a monthly stipend so they could staff up and provide outreach, case management, and application assistance, among other things. The organizations served immigrant, LGBTQ+, BIPOC, and senior communities, as well as specific high-risk neighborhoods, and were seen as trusted messengers. Familiarity with these organizations enabled community members to feel comfortable applying for ERA, despite similar government programs failing their communities in the past. Approximately two-thirds (65%) of applications submitted to the Allegheny ERA program were from households led by a person of color, and 65% of payments made were to BIPOC-led households.[41]

The Massachusetts-based Citizens' Housing and Planning Association (CHAPA) created the Neighborhood Emergency Housing Support Program, a pilot program to support community-based organizations working to prevent evictions and foreclosures due to the COVID-19 pandemic in low-income communities in Massachusetts. CHAPA saw the value in funding CBOs, which are often Black- and Brown-led organizations that are connected to community members but that could benefit from additional capacity and resources to support their work. CHAPA's strategy was to leverage the unique positions of CBOs in their communities to ensure that financial assistance reached those households it was intended to serve. CHAPA financially supported 22 CBOs covering every region of Massachusetts from December 2021 through May 2022. The CBOs were able to serve 1,968 clients, 76% of whom requested assistance in applying for ERAP as well as the state-funded Residential Assistance for Families in Transition (RAFT) program. When

asked by the CBOs why they had not yet applied for the program, 25% of applicants said they were unaware of it, 25% said they needed help applying, and 21% cited language barriers. Other reasons included immigration barriers and impediments involving technology. When asked how they had learned about the assistance, over 60% of households said they learned about the ERA program either through CBO outreach or from a community member who referred them to a CBO as a trusted resource. Only 3% of clients learned of the ERA program through state outreach.[42]

Community-based partners explained that when incorporating CBOs as a part of ERA outreach efforts that it is important to fund CBOs adequately and to be aware of the impact the ERA program's performance can have on the reputation of community partners. For example, if a CBO refers clients to an ERA program with long processing times and burdensome requirements that prohibit access to ERA, clients can associate these problems with the referring CBO, damaging its reputation and creating barriers to future services and engagement.

CONDUCTING STRATEGIC OUTREACH TO LANDLORDS

Direct outreach to landlords can be an important practice when trying to increase landlords' program uptake. Some jurisdictions found that landlords were generally responsive to the ERA program but needed additional education and assistance in understanding its operations. Several jurisdictions undertook efforts to make sure that landlords were aware of (1) ERA and how to access it, (2) restrictions on evictions and tenant protections related to ERA, and (3) important information that can help landlords communicate with tenants. ERA programs in Charlotte-Mecklenburg County (North Carolina), Maricopa County (Arizona), and the City of Chicago implemented innovative strategies to engage landlords and increase landlord participation.

The City of Charlotte and Mecklenburg County in North Carolina partnered with DreamKey Partners to offer mortgage and emergency rental assistance. Among the outreach strategies used by DreamKey Partners was an effort to connect with the Greater Charlotte Apartment Association to conduct ERA training sessions specifically for landlords. The sessions were recorded and the recordings shared throughout the year with new landlords who had questions about the program. DreamKey Partners also worked with Socialserve.com, an affordable housing search database. Socialserve.com has over 1,000 landlords in its network and was able to send notifications to landlords about the rent program, how to gain access to it, and program updates.[43]

Maricopa County, Arizona, in partnership with HOM, Inc, a membership organization, launched the "Threshold" program, using a $5 million initial investment of federal relief money.[44] Threshold is a resource hub for property owners, landlords, and managers that aims to engage landlords to help end homelessness. Its efforts include connecting landlords to available rental assistance and prevention resources.

These two programs conducted general outreach efforts involving landlords, but some jurisdictions identified a need for outreach to specific landlord types. Small landlords, for example, manage most two-to-four unit properties in the City of Chicago, and the city's ERA program worked with local community development-focused financial institutions to integrate outreach and education on ERA into their small property owner training courses. Other jurisdictions, however, found that the wide disparity in power between tenants and landlords undermined any efforts to conduct outreach and that in jurisdictions where landlords could retaliate, such efforts could even place tenants in danger instead of improving their odds of receiving assistance. In New Orleans, Louisiana, for instance, the gap in power was

so wide that the potential to settle arrears was inadequate in incentivizing some landlords to participate.

USING DATA TO TARGET OUTREACH AND ENGAGEMENT

The analysis and use of existing, cross-system administrative data has been effective in targeting outreach and engagement to renters with low incomes and other populations. Robust data collection and data sharing among partners is required to make these efforts work. The Kentucky Housing Corporation, the administrator of Kentucky's ERA program, entered into a data sharing agreement with Kentucky's Administrative Office of the Courts to receive automated daily imports of eviction filings data. It then used the court data to identify existing ERA applications with a court filing; automate creation of "pre-applications" for tenants or landlords who had not applied for ERA; serve as proxy documentation for ERA eligibility; support outreach to landlords and tenants to determine if a settlement could be reached; and send daily USPS mailings to tenants and landlords about the ERA program.[45]

Researchers in Utah analyzed ERA and eviction data to better target ERA utilization. The Multicultural Advisory Committee of Utah's COVID-19 Response was formed in May 2020 by former Governor Gary Herbert to address the disproportionately high rate of COVID-19 transmission in the state's BIPOC communities. The group also collaborated with diverse stakeholders to study the rising number of evictions in the state. The group's research team found that disparities in evictions did exist, with a significant number of evictions (over 80%) occurring in ZIP codes where BIPOC communities predominate. The research team analyzed rental assistance data from the state's early emergency rental assistance program to (1) identify trends in how approved rental assistance applications were dispersed throughout the state and (2) determine whether rental assistance was reaching ZIP codes where eviction disparities were evident. The analysis showed that five ZIP codes had high eviction rates but received insufficient amounts of emergency rental assistance to address the disparities in evictions.[46] The Utah Housing Coalition, municipalities, state agencies, and other nonprofits used the research findings to target ERA outreach and assistance to the ZIP codes of concern.

DISTRIBUTING PROGRAM INFORMATION AT CRITICAL POINTS OF INTERVENTION AND DIRECTLY TO RENTERS

One simple tactic that increased tenants' knowledge and awareness of ERA was putting information in their hands – literally. Such direct distribution was accomplished through door-to-door outreach, mailings, and the utilization of mobile units.

Byrd Barr Place, an organization based in Seattle, Washington, enlisted the help of a communications firm in Seattle to build a marketing plan that included creating and distributing flyers in multiple languages to specific neighborhoods in South Seattle and with the help of partner organizations directly serving BIPOC populations. Byrd Barr Place also sent out an email blast to existing LIHEAP clients who were identified as needing emergency rental assistance for past due balances. The organization also made paper applications available at its food bank, where it stationed client advocates to inform people about ERA and provide application assistance and language translation services.

In Georgia, several organizations – including FRESH Communities, SOWEGA Rising, Fort Valley State University, and strategic partners like NLIHC's state partner Georgia ACT – engaged

in a "3V Liberation Tour" to bring "voters, vaccines, and vision" to over 40 cities and towns throughout rural and suburban parts of the state. One critical component of the tour was the use of a mobile technology unit – an air-conditioned facility outfitted with computers – that travelled to each city on the tour. The mobile unit helped many Georgians in rural and suburban areas complete rental assistance program applications and health benefit forms and register to vote.

Mobile technology units were used by other programs as well. UniteCT, the Connecticut ERA program, partnered with 13 community organizations to establish UniteCT Resource Centers. One of the contracted Resource Center partners utilized technology-equipped buses to generate workforce development engagement throughout the state and had an extra bus available to support UniteCT's efforts. The UniteCT Resource Centers supported numerous efforts linking tenants to housing stabilization services, providing community education, breaking down barriers to accessing technology, and leading community engagement events, and the mobile technology bus was integrated into many of the engagement efforts through the local Resource Centers. The UniteCT bus was equipped with workstations, tables, chairs, computers, iPads, mobile wifi, volunteers, and staff to assist tenants and landlords with completing their applications, tenants and landlords either pre-registered for an appointment or visited without an appointment on the day the bus was located in their community. The bus traveled throughout the state from the time the program was launched in the spring of 2021 until late-November 2021, when events were moved inside due to colder weather.[47]

The Detroit-based United Community Housing Coalition (UCHC) and its partners Congress of Communities, Detroit Action, Michigan Legal Services, and the Wisdom Institute worked with people of all ages and backgrounds, including those with lived experience of housing crises, to conduct outreach regarding tenants' right to counsel and COVID Emergency Rental Assistance (CERA) funds. The organizations employed a comprehensive outreach strategy throughout the city, relying on trusted neighborhood messengers to utilize proven, on-the-ground techniques, such as door-knocking, flyering, phone banking, and business-to-business outreach. They were able to inform thousands of Detroiters about CERA and prevent numerous evictions, especially after convincing the City of Detroit to use their network of trusted messengers to conduct outreach. Targeted outreach was conducted via mail and canvassing to over 3,500 households where "order of eviction" applications had been submitted and where a bailiff was likely to evict within 7-10 days, and to households where there a default judgment had been entered and eviction was likely in 10-20 days. Such outreach reduced the cases that would have escalated to the signing of an eviction order by 20%.

Empower DC is a citywide organization with an 18-year track record of effective grassroots civic engagement centered in D.C.'s lowest-income communities and led by Black and brown residents impacted by issues of social, racial, and environmental justice. As a base-building organization, Empower DC utilized community organizing and grassroots advocacy expertise to target communities most affected by the pandemic and expand the visibility of the emergency rental assistance program. It developed accessible outreach tools and messaging to inform tenants about available dollars and encourage their participation and organized pop-up events at local churches and public housing properties connecting residents in the District of Columbia to ERA money. It also partnered with one of the larger local landlords to host pop-up events that reached more than 200 households, indicating the importance of working with all parts of the housing ecosystem to support tenants at risk of eviction. Once rental assistance funding ran out, Empower DC transitioned to offering eviction prevention events geared towards tenants facing eviction.

The Washington Low Income Housing Alliance educated tenants across Washington State about new tenant protections and how to access rental assistance. The organization mailed over 450,000 "know your rights" postcards to low-income households in Washington and provided postcards in English and Spanish to organizations working directly with tenants. It ran a digital campaign in English and Spanish using Google search ads, Facebook, and TikTok that reached over 247,000 people across Washington and sent almost 16,000 people to a website providing help avoiding evictions. It also ran short radio ads in Spanish many times every day on La Pera Radio TV.

PROVIDING ERA OUTREACH AT EVICTION COURT

Over the course of ERA implementation, the importance of building relationships between ERA programs and courts became abundantly clear. Sharing data between ERA programs and courts and conducting outreach directly through the court systems ensured that ERA reached people with active eviction cases and disrupted the eviction process. ERA program outreach during the eviction process was thus shown to be an effective strategy for increasing ERA uptake and preventing evictions. Specific strategies applied by ERA programs and community organizations included accessing information on tenants with active evictions and conducting targeted outreach to them and their landlords; setting up ERA tables in courts to provide information to landlords and tenants; and educating judges and other court officials about the ERA program and how to access it.

In Louisville, Kentucky, the local ERA program, in partnership with the Coalition for the Homeless, worked with the Jefferson County Sheriff Department to ensure that every eviction notice included information about the ERA program, legal aid and other assistance a QR code linking to an ERA application page, and detailed instructions for joining eviction court via Zoom. The ERA program also worked with the circuit court office to acquire copies of dockets and the addresses of the tenants listed on them. Outreach workers with the Coalition for the Homeless visited the addresses to determine whether tenants still lived at their residences, encourage residents to attend eviction court, and made sure they knew about rental assistance.

In Rhode Island, a group of nonprofits worked together at the intersection of ERA and eviction prevention. Rhode Island Legal Services partnered with the Rhode Island Center for Justice, the Pro-Bono Collaborative at Roger Williams University (RWU) School of Law, Direct Action for Rights and Equality, and HousingWorks RI at RWU to launch an Eviction Help Desk in the courthouse to provide on-the-spot legal support and rental assistance facilitation to unrepresented tenants. Law student volunteers and staff attorneys connected as many unrepresented tenants as possible to the rental assistance program, educated landlords and landlord attorneys about the benefits of participation in the rental assistance program, and postponed and prevented evictions through on-the-spot support and intervention. From May 2021 to June 2022, Rent Relief RI also maintained a dedicated table inside the courthouse where tenants and landlords could apply for assistance and learn about the status of their applications and payments.

Recommendations for Model Programs

The implementation of rental assistance programs should ensure that outreach efforts and resources are effectively reaching neighborhoods and communities, including BIPOC communities, with the greatest risks and needs for assistance. Based on those ERA programs we have examined, we make the following recommendations regarding equitable and robust marketing and outreach efforts that will ensure that landlords, low-income renters, and those already experiencing homelessness due to housing loss know about ERA and how to access assistance in their communities:

- Design programs with people impacted by the pandemic or other crises, such as low-income renters, people experiencing homelessness, members of community-based organizations, community members, and other partners, and incorporate opportunities for meaningful input and feedback to continuously improve program implementation.
- Utilize data, including administrative data for other benefit programs, such as Medicaid, through data matching and data sharing agreements, census data, and eviction filing data, to quickly identify and provide assertive engagement to at risk households.
- Partner and contract with beneficiaries of ERA and residents and organizations with connections in highly impacted neighborhoods to conduct outreach and provide application and housing navigation services.
- Use publicly available data to identify neighborhoods experiencing the greatest needs and target and adjust outreach strategies to better reach highest-risk neighborhoods.
- Coordinate with local Continuum of Care and Coordinated Entry Systems to reach out and provide access to households exiting homelessness or that face the greatest risks of homelessness.
- Make sure that emergency rental assistance programs serve households with federal rent subsidies and engage public housing authorities and property managers to inform them about available resources while also developing mechanisms to directly refer tenants in need to emergency rental assistance programs in times of crisis.
- Provide marketing and outreach materials through multiple methods (e.g., door knocking, pop up clinics, community events, and social media), in multiple languages, and in ways that are accessible to people living with disabilities.
- Engage landlords with small portfolios of units, who may be leasing to the most-at risk households. Support landlords by meeting with them one-on-one to better understand potential program barriers and develop tools to support landlord program participation.
- Distribute program information and/or conduct intake at critical points of intervention such as courts, libraries, homeless services providers, food pantries, housing counseling offices, health centers, schools, and other institutions to increase knowledge about ERA and proactively target extremely low-income households, and to ensure a broad reach, the identification of households at risk of homelessness, and many potential referral pathways for households with the greatest risks.
- Program administrators should be transparent and communicative about their program's availability, policies, and the circumstances under which self-attestation, direct-to-tenant assistance, and other flexible program features are allowed. Programs should both adopt and clearly communicate these policies to avoid harming tenants with the greatest needs.

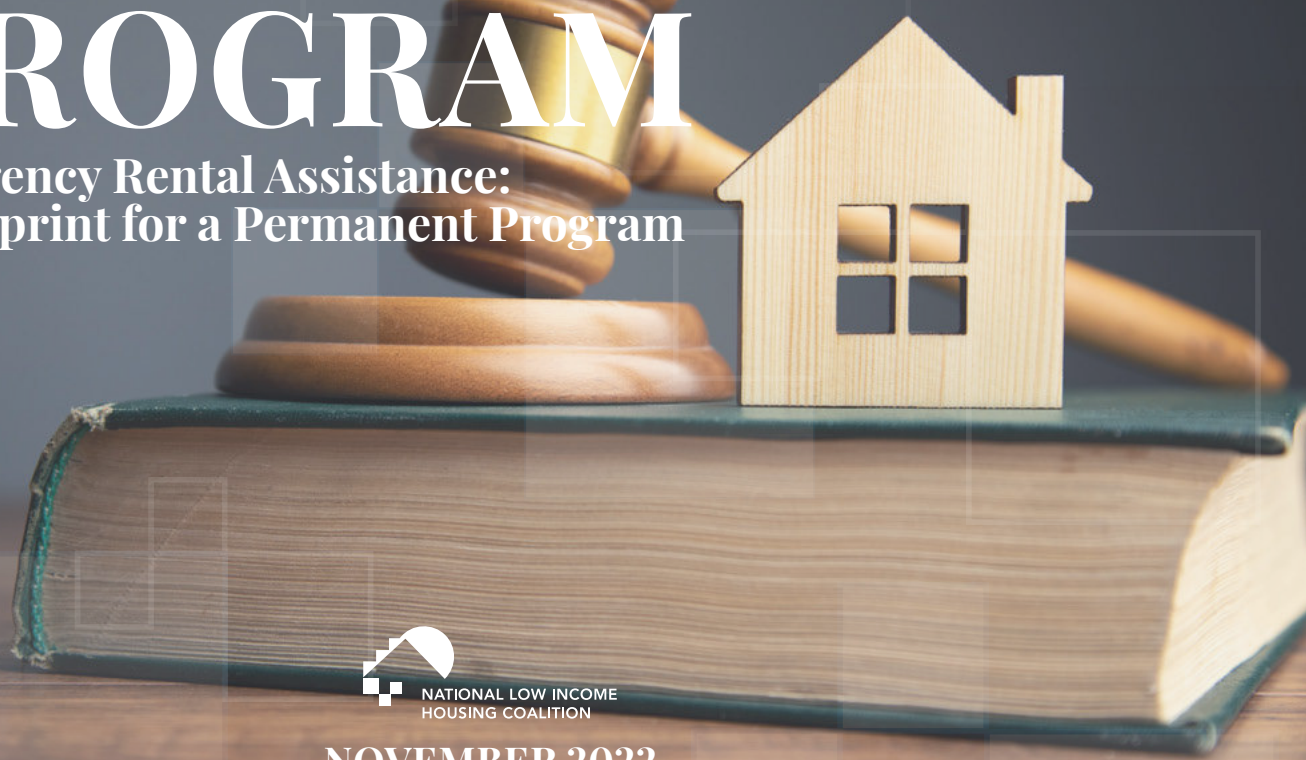


Visible

III.

ENSURING AN ACCESSIBLE EMERGENCY RENTAL ASSISTANCE PROGRAM

Emergency Rental Assistance: A Blueprint for a Permanent Program



NATIONAL LOW INCOME HOUSING COALITION

NOVEMBER 2022

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Ensuring an Accessible Emergency Rental Assistance Program

The households most in need of emergency rental assistance (ERA) can often face barriers navigating complex application systems and accessing support in time to avoid evictions. They may speak languages other than English, require reasonable accommodations, or lack email addresses, internet access, or access to other technology necessary to complete lengthy applications. They also may struggle to provide the documentation required by ERA programs. Burdensome documentation requirements, limited access to technology, and lack of translation services for ERA applicants can all prevent or delay the disbursement of ERA funding to households, resulting in greater housing instability, reduced equity, and a higher likelihood of eviction.[48]

To ensure efficient and equitable access to ERA funds, the U.S. Department of the Treasury (Treasury) regularly updated and released guidance that aimed to reduce barriers for low-income and marginalized renters who were completing applications. Many state and local ERA programs used Treasury guidance to create an accessible, streamlined, and low-barrier ERA application process. By reducing unnecessary barriers in the application process, many program administrators were able to facilitate expedited access to and disbursement of emergency rental assistance to landlords and tenants in need. NLIHC recommends that emergency rental assistance programs be as simple, flexible, and accessible as possible, and that programs center racial equity and justice in their practices. To achieve these goals, permanent state and local ERA programs, as well as future federal programs, should adhere to the following recommendations:

- Ensure adequate staff capacity, infrastructure, and partnerships to process applications and distribute funds equitably and efficiently.
- Prioritize households to advance equity in assistance.
- Minimize burdensome documentation barriers.
- Allow programs to provide direct-to-tenant assistance.
- Streamline application processing through the use of bulk payments to landlords and utility companies.
- Provide housing navigation services to assist with applications.
- Improve online application systems and address the technological divide.
- Ensure language access and provide translation services for non-English speakers.
- Ensure access for people with disabilities.
- Guarantee access to members of rural communities.
- Ensure access to ERA for Native American communities.

In this section, we explore each of these recommendations in detail, relying on examples drawn from ERA programs around the country to show how programs made ERA more accessible.

ENSURING ADEQUATE STAFF CAPACITY, INFRASTRUCTURE, AND PARTNERSHIPS TO PROCESS APPLICATIONS AND DISTRIBUTE FUNDS EQUITABLY AND EFFICIENTLY

ERA was an emergency program intended to be set up quickly in order to meet the crisis that millions of households faced due to the pandemic. However, many ERA programs were set up from scratch, necessitating the building of a new infrastructure where one may not have existed before. ERA programs needed to ensure adequate staffing to accept, review, and process applications and payments; to develop the infrastructure and technology to track applications, policies, and procedures; and to build relationships with other stakeholders, including tenants, community-based organizations, courts, and legal aid providers, to help streamline the disbursement of funds.

Programs needed to be equipped to receive an unprecedented number of ERA applications. They needed to have the capacity to support an application process that often required multiple interactions between tenants, landlords, and program administrators to obtain documentation to complete applications. In several surveys of ERA program administrators administered by NLIHC's research team and partners, 60-68% of respondents cited limited staff capacity as a challenge to the efficient distribution of funds.[49] However, programs that partnered with nonprofits were less likely to report capacity limitations than those that did not. They were also less likely to report incomplete applications as a challenge.[50] Furthermore, programs with nonprofit partnerships had better spending outcomes compared to those without such partnerships.[51]

Building Capacity through Partnerships in Allegheny County, Pennsylvania

In Pennsylvania, expanding capacity through investments in partnerships, staffing, and infrastructure was critical to processing ERA applications equitably and efficiently. The Allegheny County's COVID-19 Emergency Rental Assistance Program (ERAP) contracted with ACTION-Housing, a longstanding housing and community development nonprofit in Pittsburgh, to lead the administration of emergency rental assistance.

Together, Allegheny County and ACTION-Housing developed a five-step program to process applications:

1. Tenants apply for ERA through Allegheny County's ERAP online portal. If a tenant is unable to access the online application, the tenant can call ACTION-Housing's phone hotline to receive application assistance.
2. The local YWCA, also a contractor with ERAP, collects the required documentation from ERA applicants, communicating with tenants when additional documentation is needed. The YWCA also conducts outreach to tenants, landlords, and district court judges to inform them of the availability of funds.
3. Once the YWCA collects all the required application materials from a tenant, the application moves to ACTION-Housing's staff to determine eligibility and provide preliminary approval.
4. After ACTION-Housing preliminarily approves the tenant's application, the Urban League of Greater Pittsburgh, a housing counseling organization, reaches out to the property owner to confirm that the tenant lives on the property and the amount of money owed, requests the landlord's financial documentation (i.e., a W-9 form), and determines how the landlord wants to receive payment.
5. ACTION-Housing staff review the full application, determine final eligibility (addressing any concerns about fraudulent applications), and send payment to tenants and landlords.

ACTION-Housing also subcontracted with 27 community-based organizations (CBOs) to conduct outreach and provide housing navigation assistance in its nine drop-in centers. These organizations helped tenants who lacked computer or internet access at home apply for ERA. In cases where tenants were unable to visit a drop-in center in person, staff would meet them in their homes or in convenient locations to provide assistance and support.

To build trust with CBOs and reduce the administrative burden on program administrators, Allegheny County paid the local organizations a monthly retainer, no matter how many applications they processed. The retainer provided financial support to local organizations that, in some cases, were struggling to stay afloat during the pandemic. The county also trained CBO staff and provided technical assistance to organizations regarding Treasury ERA guidance. In return, CBOs provided in-person application support to renters with the greatest needs.

Allegheny County's efforts to increase and train staff (approximately 80 at the height of the program) through community partnerships played a significant role in distributing rental assistance efficiently and equitably because the increased capacity allowed the program to offer online, phone, and in-person housing navigation assistance to marginalized communities with a diverse set of obstacles and needs. According to Allegheny County's ERAP Dashboard, as of September 29, 2022, 87% of households served had incomes below 50% of the area median income (AMI), 58% of ERA recipients identified as Black, and 71% of recipients identified as female.[52] The county's ERAP data suggests that it is serving communities with the greatest need before those households are faced with eviction, homelessness, and long-term housing instability.

Employing Administrative Allocation to Build Staff Capacity in the State of Texas

In February 2021, the Texas Department of Housing and Community Affairs (TDHCA) launched the Texas Rent Relief Program, which became the first and only statewide rent and utility assistance program in Texas. TDHCA built its program from scratch, funding it solely through Treasury's federal ERA allocations.

As a large state, Texas received over $2 billion in ERA from Treasury. Treasury's ERA program capped administrative expenses at 10% and 15% of grantees' ERA1 and ERA2 allocations, respectively, allowing Texas up to approximately $200-300 million in funding for administrative purposes. TDHCA used its administrative dollars to quickly hire highly qualified staff for its internal team and contract with four external vendors. Internal staff provided program leadership, policy design, anti-fraud and quality control activities, and overall management support, while external vendors provided an online system for application submission and processing, conducted outreach and marketing, provided a call center and customer service, reviewed applications, processed payments to eligible households, and conducted quality assurance.

Initially, TDHCA contracted with one vendor, intending that the vendor would develop a software platform that the program would use to receive and process applications and pay out funds to landlords, tenants, and utility providers. However, due to the capacity required to review and process the large number of applications it was receiving, TDHCA decided to bring on two additional vendors to conduct application eligibility reviews using the same software platform. TDHCA also contracted with a fourth vendor early on to conduct quality assurance and ensure program integrity.

While there were logistical challenges coordinating with multiple vendors, TDHCA believes that hiring additional vendors was key to ramping up capacity and assisting households

in a timely way. At its height, the Texas Rent Relief Program employed a total of nearly 2,800 internal and contracted staff. TDHCA was able to take full advantage of remote work and external vendors, who could hire more quickly, to fully staff this newly launched rental assistance program. The increased staff that the large administrative allocation supported made it possible for the program to build an accessible model and efficiently process applications and distribute funds to help Texans promptly.

From the beginning, TDHCA wanted to create a program that was accessible and equitable for everyone across the state. Due in part to the increased capacity made possible by external vendors and significant administrative funds, Texas Rent Relief was able to provide an application process to tenants and landlords that was accessible online, by phone, and via mail-in paper applications. The program website and applications were available in the five most commonly spoken languages in the state (English, Spanish, Korean, Vietnamese, and Mandarin), and the call center offered staff support to complete applications in English and Spanish (with translation services available for other non-English speakers).

As a result, Texas Rent Relief served households in 250 of 254 counties in the state. As of August 2022, the Texas Rent Relief Program had paid out over $2 billion in rental and utility assistance to more than 310,000 Texas households, serving more households than any other single program in the country with Treasury ERA funds. Of the households served, 82% were extremely or very low-income (at or below 30% or 50% of AMI, respectively), 24% were Hispanic or Latino, and 50% were Black, suggesting that the Texas program successfully reached the low-income and marginalized renters that the federal government's ERA program was intended to serve.[53]

PRIORITIZING HOUSEHOLDS TO ADVANCE EQUITY IN ASSISTANCE

The need for rental assistance in most places surpassed the amount of funding available. ERA programs most commonly selected applications on a first-come, first-served basis in an attempt to get funding out as quickly as possible. However, using a first-come, first-served system may inadvertently help applicants who face fewer barriers to applying for assistance and disadvantage historically marginalized populations who may have reduced access to information about the programs, language barriers, or no internet access. To overcome this sort of systemic bias, several programs utilized strategies to intentionally prioritize emergency rent assistance for those most in need.

Prioritization requires intentionality and planning before implementation but can be incorporated into program design on an ongoing basis and should not slow administrators down when it comes to implementing emergency rental assistance programs. Furthermore, clarifying a program's goal and prioritized population can help to focus resources and administrative capacity and make programs operate more efficiently.[54] For example, some ERA programs utilized publicly available data and resources to prioritize census tracts with higher rates of unemployment or COVID-19 infections; others used a points-based system to prioritize applicants in the selection process; and some devoted a portion of rental assistance program funds to community agencies primarily serving households of color on a referral basis.

Administrators typically integrated points-based prioritization systems into their application software, assigning applicants points based on a set of characteristics or identities. Then, applicants with the greatest number of points were assisted first. Administrators implementing a points-based system need to have a holistic

understanding of who in their community is at the greatest risk of housing insecurity before determining which characteristics or identities are assigned points.[55] For example, the State of Oregon's Emergency Rental Assistance Program (OERAP) used a points-based system based on six housing instability factors to determine which applications would be reviewed and assisted first. The core intention was to utilize objective data to deploy resources to households facing the highest acuity of housing instability. The program used four additional factors along with the two required by Treasury (AMI and unemployment), including household size, number of months behind on rent, whether a household had been impacted by the 2020 wildfires, and whether a household lived within a census tract with a high prevalence of low-income renters at risk of experiencing housing instability and homelessness due to COVID-19.[56] As of October 2022, about 30% of households served by OERAP were households of color. For comparison, BIPOC individuals make up 14% of the population of Oregon.[57]

Other grantees prioritized applicants by partnering with community-based agencies that had pre-existing relationships with specific target populations. In the City of Tacoma, Washington, for example, administrators of a CARES Act-funded emergency rental assistance program partnered with community agencies to ensure a substantial portion of funds reached households of color. To do this, the city set a benchmark that 45% of its rental assistance would be distributed to households of color, explaining that "while we know COVID-19 is affecting all people, we also know that people of color face additional systemic barriers that result in disparate health and economic outcomes."[58] Program applicants were selected by lottery, but the city also set aside a portion of funds to serve clients who were referred by community agencies.

MINIMIZING BURDENSOME DOCUMENTATION BARRIERS

Burdensome documentation requirements – such as requiring proof of COVID-19-related hardship, a lease agreement, employer income verification, tax forms, or identification documents like a birth certificate or social security card – can impede the ability of tenants to apply for or successfully complete ERA applications and significantly delay or lengthen application processing times. Such requirements can also lead to or exacerbate social, economic, or racial disparities in ERA access and distribution. A report by the Office of Management and Budget finds that administrative burden – the time and energy spent accessing public benefits – impacts individuals unequally and leads to disproportionate underutilization of public benefits by the communities who need them the most.[59]

Although initial guidance published by Treasury in January 2021 required programs to obtain documentation of an applicant household's income and COVID-19 hardship, subsequent guidance provided greater flexibility in how programs could determine household eligibility in order to minimize barriers.[60] Treasury's current guidance allows for three such flexible approaches to determining a household's income eligibility: self-attestation, categorical eligibility, and fact-specific proxy. **Self-attestation** allows an applicant to attest to their income, COVID-19-related hardship, housing instability, or amount of rental arrears they owe as an alternative to traditional source-documentation. **Categorical eligibility** allows a household to be deemed eligible if it has been verified as low-income by another local, state, or federal program, such as the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance for Needy Families (TANF) program, the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Medicaid, or the

Housing Choice Voucher program. **Fact-specific proxy** allows programs to use other facts to infer a household's income eligibility, such as the median income of the household's census tract. By implementing these flexibilities, ERA program administrators have reduced the documentation burdens placed on renter households in crisis.

Allowing greater program flexibilities was a key factor in spending outcomes. A December 2021 study found that the adoption of different forms of self-attestation improved spending outcomes in the summer of 2021, compared to programs that had always used self-attestation or had never used it.[61] State and local program administrators have also indicated that adopting other flexibilities, like categorical eligibility, fact-specific proxy, and direct-to-tenant assistance, has helped provide struggling tenants the relief they need before they are displaced from their homes.

Self-Attestation

Self-attestation was the most common way state and local ERA programs sought to reduce documentation barriers. According to NLIHC's Emergency Rental Assistance Dashboard, by February 2022, half of ERA programs (51%) allowed self-attestation for COVID-19-related hardship, 21% for income verification, 29% for non-traditional income verification, 17% for proof of housing instability, and 12% for proof of rental lease or tenancy.[62]

Utilizing Self-Attestation in Oregon and the District of Columbia

Some ERA programs, like Oregon's Emergency Rental Assistance Program (OERAP) and the District of Columbia's STAY (Stronger Together by Assisting You) DC program, allowed applicants to self-attest for all areas of eligibility, including COVID-19-related hardship, income and non-traditional income verification, and proof of housing instability or rental lease.[63] The rates of ERA spending in Oregon and D.C. suggest that adopting this flexibility helped both jurisdictions reduce application processing times. Oregon and D.C. distributed all their federal ERA1 and ERA2 funds to struggling tenants much sooner than most other jurisdictions, with OERAP exhausting its initial allocations of ERA1 and ERA2 by January 2022 and STAY DC by November 2021.

This accelerated rate of spending was critically important in D.C., because it provided the financial support struggling renters needed before they faced eviction. Eviction filings in the city resumed in September 2021, shortly after the federal eviction moratorium was lifted by the U.S. Supreme Court. According to Housing Counseling Services, Inc, a D.C.-based nonprofit that provides counselors in eviction court hearings, approximately 550 evictions were scheduled between September 2021 and December 2021. About 70% of those evictions were prevented using ERA1, ERA2, or local rental assistance funding.[64] As of June 2022, D.C. had disbursed nearly $328 million in financial assistance to households and had made nearly 51,000 financial assistance payments.[65,66]

Due to their accelerated spending and the ongoing needs of low-income renters in their jurisdictions, both the Oregon and D.C. governments received reallocated ERA funds from Treasury and appropriated state and local funds to their programs to continue to deliver vital rental assistance to their residents beyond their ERA allocations. The State of Oregon also allocated an additional $100 million of the American Rescue Plan's State and Local Fiscal Recovery Funds (SLFRF) to its emergency rental assistance program to continue to meet the needs of struggling renters. As of July 2022, OERAP had paid out over $390 million to 60,829 households.[67]

Categorical Eligibility

Guidance from Treasury in the form of Frequently Asked Questions (FAQ) resources has provided several solutions for decreasing documentation burdens, including by allowing income eligibility

determination based on categorical eligibility and fact-specific proxy.[68] As noted above, categorical eligibility allows a household to be deemed eligible if it has been verified as low-income by another local, state, or federal program, such as SNAP, TANF, WIC, Medicaid, or Housing Choice Vouchers. Although incorporating these flexibilities into ERA policies and procedures decreases the documentation burden for renter households without compromising program integrity, according to NLIHC's tracking, as of February 2022, only 28% of ERA programs had implemented categorical eligibility and less than 6% had implemented fact-specific proxies.[69] Programs that have incorporated this flexibility have spent funds more quickly.[70]

Using Administrative Data to Reduce Barriers and Promote Efficiency in Philadelphia, Pennsylvania

The Philadelphia Housing Development Corporation (PHDC), the city's ERA program administrator, used several types of public assistance programs to determine whether an ERA applicant was categorically eligible for rental assistance (i.e., whether their income was below 80% of AMI), including Medicaid, Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI), SNAP, and public housing.

PHDC established a data-sharing agreement with the city's Data Management Office (DMO) to utilize DMO data for determining income eligibility among ERA applicants. Following Treasury guidance, PHDC examined public benefits data for people who were receiving public benefits after January 2020. While DMO shared several datasets, the most significant information that was made available related to Medicaid eligibility. PHDC received spreadsheets with Medicaid eligibility data twice per month and would upload the data into its Quick Base system. If a tenant was listed as receiving Medicaid, then the system automatically determined that the tenant household was eligible to receive ERA funds based on their income. The process saved time for staff, reducing the need to review income documentation and calculate income eligibility. It also allowed for applications that were previously not approved to be subsequently approved and enabled the automatic income-verification of applications that were pending in the system due to the lack of documentation of household income.[71]

PHDC also partnered with the Philadelphia Housing Authority (PHA), giving the PHA access to tenants' ERA applications so they could conduct the initial review of public housing tenants' ERA applications. This partnership accelerated the application review process for public housing tenants because the agency was able to verify ERA applicants' rent and residency documents, which the ERA program typically requests from landlords in private buildings.

Additionally, when Philadelphia's eviction moratorium was lifted, PHDC partnered with the municipal court to ensure that tenants with emergency rental assistance application facing eviction filing were prioritized for review, approval, and payment. The Department of Public Development matched data from the Landlord Tenant Court docket to tenants in PHDC's ERA program database so the team could assist them with their process and guarantee landlords that arrears would be paid. A court liaison communicated with PHDC staff throughout the day during court proceedings, enabling the team to update reviews and give timely feedback to tenants, landlords, and the judges overseeing their cases.

According to its rental assistance dashboard, Philadelphia had distributed more than $221 million and made over 30,151 assistance payments by September 16, 2022.[72] Approximately 76% of households that received ERA had extremely low incomes (30% of AMI or lower), and 66% of recipients were Black, a significant achievement in a city where Black renters are nearly three times more likely to receive an eviction filing than white renters.[73] PHDC's decision to use categorical eligibility to support tenants receiving public benefits likely

contributed to this success.

Fact-Specific Proxy

Treasury added fact-specific proxy to its guidance in May 2021 as an additional method for verifying7 income eligibility.[74] Fact-specific proxy allows a program to use other facts to infer a household's income eligibility, such as the median income of the household's census tract. For example, programs can identify ZIP codes or census tracts where average incomes fall below 80% of AMI and infer an applicant's income based on their residency in those areas. Applicants simply need to self-attest to their household income if they meet the proxy eligibility criteria. While using census tracts may be one way to establish a fact-specific proxy, NLIHC research emphasizes the importance of testing multiple proxies, so that programs can choose the most effective method for maximizing coverage of potentially eligible households and minimizing coverage of ineligible households. This allows program administrators to reduce documentation barriers faced by tenants while also maintaining program integrity by reducing the risk that funds go to ineligible households.

Through interviews with ERA program administrators, NLIHC researchers found that fact-specific proxy improved application accessibility, decreased application processing times, and increased fund disbursal.[75] NLIHC's 2022 report, "Fact-Specific Proxy in ERA Programs: Key Considerations and Lessons Learned," highlights five statewide programs (in Connecticut, Kentucky, North Carolina, Massachusetts, and South Carolina) and four local programs (in Multnomah County, OR; Phoenix, AZ; Denver, CO; and Tulsa, OK) representing diverse program types, sizes, and geographies that utilized fact-specific proxies to improve the accessibility of their ERA programs for low-income and marginalized renters.

Testing Multiple Proxies to Maximize Impact in Denver, Colorado

In August 2021, Denver's Emergency Rental Assistance Program, which shares an application portal with the Colorado Emergency Rental Assistance Program, added fact-specific proxy as an income verification option. The city and state administrators identified Qualified Census Tracts (QCTs) from the Low-Income Housing Tax Credit program and Low-Income Communities (LICs) from the New Markets Tax Credit program as the two best options because these proxies were already associated with statutorily enacted programs.[76] Although the ERA program began by using QCTs as its fact-specific proxy, the city and a partner organization, COVID-19 Eviction Defense Project (CEDP), quickly determined that by replacing QCTs with LICs as the proxy, they could nearly double the number of census tracts covered by the proxy. (Twenty-eight percent of tracts in Denver were covered using QCTs, while 47% of tracts were covered using LICs.) After making this change, the share of applicants who were income-eligible through the proxy rose from 35% to 74%.[77]

In interviews conducted by NLIHC, program administrators discussed the programmatic impacts of fact-specific proxies. They observed a decrease in processing times, an increase in fund disbursal, and an increase in application accessibility. Administrators at CEDP – which provides rental assistance and legal services – saw a direct correlation between the use of fact-specific proxy, decreases in processing times, and eviction diversion. Prior to incorporation of the proxy, the application process often involved back-and-forth exchanges with tenants about pay stubs or tax returns. In addition to increased efficiency, Denver administrators noted that by using a more inclusive proxy, they were better able to reduce barriers for low-income BIPOC households, who are among those facing the greatest risk of eviction.[78]

ALLOWING PROGRAMS TO

PROVIDE DIRECT-TO-TENANT ASSISTANCE

Providing rental assistance directly to tenants was critically important for keeping renters with unresponsive or noncooperative landlords stably housed during the pandemic. Treasury guidance explicitly allows and encourages direct-to-tenant assistance (DTA).[79] However, some program administrators have expressed apprehension about the flexibility due to concerns over fraud. Other program administrators have chosen not to clearly communicate DTA as an option in public-facing portals and documents, leading to a discrepancy between survey data, which shows that 70% of program administrator respondents have stated their ERA program offers direct-to-tenant assistance,[80] and the information provided on ERA program websites, which has been found by NLIHC to indicate that only 35% of ERA programs provide a direct-to-tenant assistance option.[81] As a result, many tenants may be unaware that DTA is an option for them, which may lead some to self-evict rather than requesting direct payment from their ERA program administrator. Thus, it is imperative that programs develop protocols and strategies to distribute rental assistance directly to households before they are displaced or experience homelessness.

Treasury guidance regarding the parameters regulating the provision of direct-to-tenant assistance by programs to applicants changed between ERA1 and ERA2. Under ERA1, grantees could provide assistance directly to tenants only after seeking, but failing to obtain, landlord participation. Under ERA2, programs could provide assistance directly to tenants without first seeking landlord participation. Moreover, under ERA2, grantees that did seek landlord participation were required to provide direct-to-tenant assistance when landlords refused to participate or were non-responsive. Treasury noted that "in cases where a landlord or utility provider does not participate in the program, the only way to achieve the statutory purpose is to provide assistance directly to the eligible household."[82]

DTA is an important tool for ensuring assistance is accessible to tenants in need regardless of a landlord's ability or willingness to participate in ERA. A national survey conducted with program administrators in April 2021 found that 44% of program administrators identified landlord nonparticipation as a significant challenge.[83] In a follow-up survey focused on landlord responsiveness, program administrators indicated that 27% of landlords "often or sometimes refuse to participate" in ERA programs, compared to only 9% of programs reporting this finding for tenants.[84]

DTA thus improves program accessibility for marginalized tenants, ensuring that qualified tenants are not denied aid simply because their landlord chooses not to engage with a government program. DTA is an innovative feature of ERA – one not seen in traditional rental assistance programs, such as the Housing Choice Voucher program – and has important implications when it comes to ensuring equity and improving the ability of programs to spend funds in a timely way.

Implementing DTA in Louisville, Kentucky

In September 2021, shortly after Treasury released ERA2 guidance, the Louisville ERA program in Louisville, Kentucky, began issuing payments directly to tenants when landlords were uncooperative. The program administrator noted that ERA2 guidance not only encouraged direct-to-tenant assistance (like the ERA1 guidance) but required it.[85]

In implementing the direct-to-tenant option, the Louisville ERA program would notify the landlord when a tenant applied for ERA, giving the landlord two weeks to respond and confirm their participation in the program. If the landlord did not respond or refused to participate, the program would provide rental assistance directly

to the tenant. Tenants were required to sign an affidavit stating that they would use these direct payments to pay their rent.[86]

The Louisville ERA program expedited the processing of applications when tenants were to be paid directly. If a landlord stated in court and on the record that they were not accepting rental assistance for any resident as a matter of policy, Louisville Metro would immediately begin categorizing all applications from tenants renting from that landlord as requiring direct-to-tenant payments. This categorization eliminated the necessity of sending future notifications from the program to the landlord and reduced wait time for applicants. When landlords declined to participate in the rental assistance program, a combination of compassionate judges and representation by legal aid attorneys often resulted in a tenant gaining more time to pay or vacate to avoid an eviction.

In 2021, the CDC eviction moratorium and a Kentucky Supreme Court order allowing a stay of an additional two weeks for nonpayment cases also helped prevent evictions in Louisville. The limited time between eviction hearings combined with the volume of rental assistance applications made it difficult to get payments to tenants in such a short window of time. Agencies including the Louisville Urban League and the Coalition for the Homeless both ran programs using ERA funds that supported housing stability by paying a security deposit plus first month's rent when residents were forced to quickly move due to eviction.

STREAMLINING APPLICATION PROCESSING BY MAKING BULK PAYMENTS TO LARGE LANDLORDS AND UTILITY COMPANIES

Several state and local housing partners identified bulk ERA payments to large landlords and utility companies as an essential program innovation for increasing the accessibility of ERA and preventing multiple evictions at once. Under the bulk payment option, Treasury allowed grantees to establish information-sharing agreements with utility providers and landlords with multiple units that would allow them to determine eligibility and combine payments into a single "bulk" payment in order to reduce administrative burden and enhance program integrity.[87] The Alabama Low Income Housing Coalition reported that the state ERA program's decision to add a bulk application option for Alabama Housing Finance Authority-owned properties and properties in the area covered by the Alabama Rural Coalition for the Homeless (which serves as the Alabama Balance of State Continuum of Care) helped streamline applications and reduce the time it took to process and disburse funds from 30 to 15 days.[88]

In addition to streamlining applications and disbursement, bulk payments were sometimes used as an incentive for landlords with multiple units to accept other ERA requirements. For example, in King County, Washington, the ERA program was able to leverage bulk payments to engage landlords, all of whom either accepted 80% of rent owed, waiving the rest, or accepted the equivalent Fair Market Rent. The program was intended specifically for large landlords, with 10 or more tenants. King County found that offering bulk payments for multiple households was an effective method for disbursing payments and forgiving back rent, with the large landlord program serving 64% of all ERA-assisted households.[89]

Negotiating Bulk Payments in the City of Memphis and Shelby County

According to ERASE cohort members at Neighborhood Preservation, Inc. (NPI), the main community partner subcontracted by Tennessee's Memphis and Shelby County Emergency Rental Assistance Program (MSCERA), bulk payments played a significant role in preventing evictions in the city and county, where the majority of landlords and eviction filers are large-scale property owners. NPI was contracted to support the city and county with eviction settlements by adding staff capacity to the court system. NPI's five on-staff ERA attorneys – hired in March 2021 – were responsible for negotiating individual and bulk settlements with landlord attorneys.

NPI noted that ERA attorneys were able to reach more tenants through bulk settlements, and ERA attorneys and volunteer lawyers were able to build strong relationships with landlords and their attorneys, which allowed them to negotiate large-scale settlements regularly, including with one landlord whose settlement covered more than 600 tenants. The ERA attorneys were very effective in maintaining these relationships and sustaining landlord and landlord attorney involvement in the program. Large landlords and their attorneys would work with the same ERA attorneys each month to negotiate repeat settlements. Because MSCERA only had to process one check for every property manager, bulk settlements were much quicker to process than many individual payments.

Between March 2021 and September 2022, 7,709 tenants were assisted via bulk settlements with landlords, making up approximately 40% of the total rental assistance administered through the program.[90] Among tenants facing eviction, 70% of households who received legal representation had their rental arrears paid via bulk settlements, a rate that was only made possible by the ongoing relationships between ERA attorneys and landlord attorneys. NPI and MSCERA were so successful in disbursing ERA funds and preventing evictions that Treasury's Deputy Secretary Wally Adeyemo visited Memphis in March 2022 as part of the Biden administration's American Rescue Plan "Anniversary Tour." In his speech at an event highlighting the MSCERA program, Deputy Secretary Adeyemo explained that "using funding from the American Rescue Plan, Memphis and Shelby County worked together to stand up a new infrastructure for rental assistance that did not previously exist – a program that is now one of the strongest programs in the country, one that Treasury has used as an example of best practices to share with other grantees."

ENLISTING HOUSING NAVIGATION SERVICES TO ASSIST WITH APPLICATIONS

Housing navigation has proven to be a crucial tool in helping mitigate the difficulties renters face when filling out ERA applications. Applicants have mentioned having trouble completing applications fully and have noted that some application software does not provide updates on applications. Applicants have also observed that there can be a lack of transparency between ERA programs and the tenants and landlords they are meant to serve. Without knowledge of the status of their applications, individuals and families can be wrongfully evicted.

ERA programs should help such households apply for assistance by soliciting housing navigation services from other agencies or contracting with local non-profits. In Illinois, for example, renters can apply for ERA through social service agencies funded by the Illinois Department of Human Services (IDHS). According to ERASE cohort member Housing Action Illinois, the program's decision to work with social service providers and community-based partners to distribute ERA was key to its success in quickly disbursing ERA funding and preventing evictions. In addition to helping tenants apply for ERA and supporting those with limited access to technology, IDHS service providers and housing navigators from

community-based organizations provided feedback to the ERA program on needed policy changes.

Partnering with Social Workers at the Richland Library

South Carolina's Richland Library offers a powerful example of the role community-based organizations and social workers played in assisting vulnerable households through the ERA process. Before ERA, Richland Library's social workers worked closely with Richland County's Department of Government and Community Services to offer in-person assistance to individuals applying for county assistance. When ERA funds became available, the library worked to ensure that those most in need, who often use the library for support, were able to access the program.

Richland Library partnered with the NAACP and South Carolina Legal Services to develop the capacity necessary for the county to help renters with their ERA applications. The library held navigator training events to increase the capacity of staff and assigned social workers to eight different library locations to help people apply for ERA. However, these navigators were not paid through a government agency and relied on philanthropic funding to continue to support ERA applicants. Even without ERA funding, the library played a critical role in ensuring that Richland's ERA program was accessible by serving both urban and rural populations through its library locations. The housing navigators assisted tenants in completing ERA applications, helped tenants upload required documents through the online portal (for example, tenants could text photos of documents to staff, who would then upload them to the portal), and conducted follow-up calls with tenants, landlords, and program administrators to provide and request status updates on applications.

When describing the important role housing navigators played in efficiently and equitably distributing ERA funds, Richland Library Social Work Director Lee Patterson notes that "having someone navigate local challenges with you, is knowledgeable about the community you live in, and who you can see on a regular basis is important. The library has helped build trust and confidence in the program among tenants and landlords." Social workers were valuable resources for their clients, advocating for them in discussions with the ERA program administrator, so that their clients received the assistance for which they were eligible, including assistance paying for rent and utilities. Social workers would call the Richland County program administrator directly to follow up on pending applications. If a landlord was unresponsive or unwilling to participate in the ERA program, the housing navigators would request that the program provide direct-to-tenant assistance to prevent the household from becoming displaced. In addition to helping tenants apply for ERA, Richland Library social workers also assisted low-income tenants applying for other public assistance benefits, like SNAP, after observing that many people eligible for rental assistance also did not have enough money for food.

Richland Library social workers were also effective in building trust among landlords who were awaiting assistance or skeptical about ERA. Landlords were able to call library staff, who were trusted members of the community, to receive status updates. Using limited philanthropic funding, Richland Library was likewise able to help tenants pay for one month of rent and utilities while ERA applications were being processed. Such stopgap funding helped staff generate goodwill with landlords and the Richland County ERA program, which later offered to allocate ERA2 funding directly to Richland Library to support continued navigation assistance.

IMPROVING ONLINE APPLICATION SYSTEMS AND ADDRESSING THE TECHNOLOGICAL DIVIDE

Online ERA applications were used by many programs to increase access to benefits; however, online-only applications can create challenges for many communities. Low-income people and rural communities have lower access to high-speed internet, which can restrict their access to ERA applications. Approximately 43% of low-income households with annual incomes below $30,000 do not have broadband services, and 41% of those households do not own a desktop or laptop computer.[91] In rural areas generally, 72% of residents have access to high-speed internet, but in poverty-stricken rural areas, the share drops to 63%.[92] While these numbers suggest that internet access is increasing in rural areas, rural residents are less likely to have access to multiple devices to use the internet (~33%) compared to residents in urban (44%) and suburban (43%) areas.[93] Rural residents are also more likely only to have access to a smartphone instead of a laptop or desktop computer, which can alter their experience completing and tracking the status of their ERA application. Feedback from community partners noted that many low-income renters used their mobile phones to submit online applications which were often difficult to complete because they were not designed to be mobile-friendly. The length of applications and the documentation requirements were the biggest barriers to submitting mobile applications.

In addition to experiencing the effects of this technological divide, some applicants also face a lack of transparency in the application process. Some application portals do not update tenants on the status of their applications, putting them at a higher risk of being evicted. Third-party companies contracted by ERA programs can also create barriers for tenants through application features (e.g., long applications, complicated language, or the use of required fields). Advocates working with NLIHC have mentioned the need for greater attention to and accountability concerning the technology and software systems underlying the administration of ERA programs.

To further address challenges related to internet access, ERA programs should be required to use ERA funding for in-person navigator assistance, especially for programs that only offer online applications and for renters who cannot access applications online. To address software problems with ERA applications, programs should hold public comment periods or listening sessions to provide tenants and advocates with outlets for voicing their concerns about the ERA application process and program design. Community partners should also have more power to customize ERA programs based on community needs. Tenants from NLIHC's Tenant ERASE listening sessions have suggested that using phone interviews for intake applications would help bridge the technological gap.

Meeting Tenants Where They Are in Connecticut and Clay County, Florida

UniteCT, the Connecticut ERA program, partnered with 13 community organizations to establish UniteCT Resource Centers. As discussed in the "Visible" section of this report, one of the contracted Resource Center partners utilizes technologically equipped buses to bring workforce development engagement throughout the state and offered to volunteer one of the buses to aid UniteCT's efforts. The UniteCT Resource Centers already supported numerous efforts linking tenants to housing stabilization services, providing community education, breaking down barriers to accessing technology, and leading community engagement events. The mobile technology bus was integrated into many of these engagement efforts through the local Resource Centers, which drew on UniteCT funds to help send the bus to statewide communities.[94] Because the bus was equipped with workstations,

tables, chairs, computers, iPads, and mobile Wi-Fi, volunteers and staff were able to assist tenants and landlords with completing their applications. Tenants and landlords either pre-registered for an appointment or visited the bus without registering on days it was located in their communities. Organizations hosting bus visits included faith-based organizations, schools, town governments, large businesses, and other community partners. Bus visits also often provided communities with opportunities to hold general social service help days for community members, with social service agencies, health centers, utility partners, and other programs setting up tables and tents to help attendees learn more about additional housing stability services that were available. A mobile technology bus like that run by UniteCT offers an especially effective way to increase technological access in rural areas, in other areas with limited access to technology, and among communities with limited knowledge about technology use.

IMPROVING LANGUAGE ACCESS AND ENSURING TRANSLATION SERVICES FOR NON-ENGLISH SPEAKERS

Lack of language access limits the number of individuals who can apply for ERA. ERA programs, advocates, and community-based organizations have worked hard to address this barrier using a variety of strategies, including outreach to low-income communities, the adjustment of applications, and offers of support for those filling out applications. In an early 2021 survey of programs, NLIHC researchers and partners found that 81% of ERA programs conducted outreach in multiple languages.[95]

Making ERA Applications Accessible to Non-English Speakers in Illinois and Texas

The Illinois Housing Development Authority (IHDA), Illinois Department of Human Services (IDHS), City of Chicago, and Cook County ERA programs all made their marketing materials, applications, and website information available in English and Spanish. IHDA also provided FAQ documents in six additional languages (Arabic, Mandarin, Hindi, Polish, Portuguese, and Tagalog).[96] Likewise, IHDA partnered with over 70 community agencies in 102 counties in Illinois to offer resources in 28 languages, including American Sign Language.[97] In addition to collaborating with community agencies, IHDA partnered with the Guatemalan, Colombian, Ecuadorian, and Mexican consulates to expand access to ERA to Spanish-speaking communities. Following these additional outreach efforts, "tenants who identified as Hispanic/Latinx accounted for 13.2 percent of approved applications and funding disbursed under the [Illinois Rental Payment Program], compared to 11.7 percent of renter households assisted in 2020."[98]

Likewise, the Texas Department of Housing and Community Affairs' (TDHCA) ERA program, Texas Rent Relief, made its application, website, FAQs, and marketing materials available in the five most commonly spoken languages in the state (English, Spanish, Korean, simplified Chinese, and Vietnamese). The program also opened a call center that provided customer service directly in English and Spanish and offered a language line to provide callers with interpreters and translators competent in many other languages.

The Role of Nonprofits in Expanding ERA Access to Non-English Speakers: RIHousing and Miami Workers Center

Like those ERA programs that ensured language access, community-based organizations that had worked closely with non-English speaking communities and built trust over time played a large role in ensuring their communities had

access to ERA programs. CBOs were successful in utilizing their networks to convene tenants and government officials and inform ERA programs on best practices that would benefit non-English speakers beyond language translation.

For example, RIHousing in Rhode Island co-hosted a webinar with Providence Mayor Jorge Elorza to provide an overview of the state's ERA program and answer questions in real-time from audience members. RIHousing included an interpreter at this webinar to make sure the information was available to attendees who spoke only Spanish. Additionally, advertising materials and other resources were provided in English and Spanish, with translation into other languages available upon request.

In Florida, the Miami Workers Center (MWC) collaborated with Miami Homes for All, Community Justice Project, and the University of Florida Shimberg Center for Housing Studies to deliver outreach efforts that would target those communities most likely to face high rates of eviction. As part of this effort, the organizations worked to ensure language and technology justice by designing ERA websites, materials, and printed advertisements in multiple languages.[99]

Increasing Access by Reducing Stigma and Increasing Cultural Competency

Removing stigmatizing language from ERA programs and applications is also a necessary step in enhancing language access. Research by The People Lab at the University of California, Berkeley indicates that when tenants received an ERA mailer with "de-stigmatizing" language, they were 89% more likely to request an ERA application and 40% more likely to complete an ERA application.[100] Such de-stigmatizing language provided validation of hardships some tenants were experiencing due to the COVID-19 pandemic. To maximize outreach to non-English speaking communities, ERA programs should also focus on strengthening cultural competence among staff.

The Utah Housing Coalition (UHC), in collaboration with 25 other multicultural community-based organizations, provided culturally competent services to low-income families in Utah. UHC discovered that the communities it served included many refugees, asylum seekers, and undocumented immigrants, and the organization collaborated with members of these groups to provide other members with services in languages of their choice. The steps taken by the Utah Housing Coalition ultimately helped increase access to ERA among members of many different non-English speaking communities in the state. For example, the Coalition supported an initiative to work with community health workers and Spanish speakers to reach out to tenants, offer resources, participate in community events, and approach program design and practice with cultural competence. Program administrators worked closely with their communities through local groups to help expand language access and invested in increasing language access at all levels of government, ensuring that applications, flyers, advertisements, translation services, and other materials were available in many languages.

ENSURING ACCESS FOR PEOPLE WITH DISABILITIES

According to the Center for Budget and Policy Priorities, "more than 4 million people with disabilities – including 1.4 million people ages 62 and older – are in low-income families paying more than half their incomes in rent and utilities"[101] People with disabilities are at special risk of suffering hardships, such as eviction, food insecurity, and utility shutoffs, that can jeopardize their health and access to services. Moreover, tens of thousands of disabled people continue to live on the streets or in homeless shelters, where they face additional health risks that have been exacerbated by the pandemic.

For these reasons, many ERA programs have developed strategies to ensure accessibility for persons with disabilities. The ERA program in Allegheny County, Pennsylvania, created opportunities for local CBO staff to visit tenants in their homes and provide further access for persons with disabilities, while UniteCT's technology bus (discussed above) was made mobility-accessible. Other state and local programs, like Placer County, California, and Fairfax County, Virginia, posted links at the bottoms of their webpages to ensure applicants were aware of the programs' accessibility policies.

ERA programs should constantly re-examine the extent to which they provide equitable access to people with disabilities, doing so regularly and in partnership with members of the disability community to better address their needs. The Low-Income Housing Coalition of Alabama (LIHCA), for example, addressed the inaccessibility of Alabama's ERA application by working closely with the administrators to update the application website.[102] Due to LIHCA's ongoing advocacy, the website is now ADA-compliant. The landing page has clearer instructions for tenants and landlords, a link to its accessibility statement, as well as an email address to contact if applicants encounter accessibility barriers on ERA Alabama. The work of LIHCA bridged the gap for individuals with disabilities who needed ERA.

GUARANTEEING ACCESS TO MEMBERS OF RURAL COMMUNITIES

Renters in rural communities have faced unique challenges when it comes to learning about and accessing rental assistance. Natural disasters and a lack of transportation infrastructure often limited ERA outreach to rural communities and made it difficult for some residents to access application assistance. The fact that some ERA programs only offered online applications was also a common barrier to access, since many rural areas are not covered by broadband.

Many ERA programs serving rural communities received relatively small allocations, making the 10% allowable allocation for administrative costs insufficient for building the infrastructure needed to operate some program. Likewise, larger ERA programs that covered rural areas were often unable to conduct specialized outreach to more isolated areas and frequently offered only one location where staff could provide assistance with applications.

Rural Outreach in Florida and Delaware

In order to improve internet access in rural areas, the Clay County, Florida, ERA program hosted "Coffee and WiFi" events, where program staff brought coffee access to WiFi to community centers across the county and offered community members assistance applying for ERA. Another example comes from Newcastle County, Delaware. Even though the county is the most populous in the state, it still has rural areas with limited access to internet. Because of limited internet access, the program originally received only 500 applications. To improve program accessibility, staff at Housing Alliance Delaware visited places where renters could be found, including barber shops, nail salons, and churches. The Alliance also shared flyers about the program with businesses and asked them to share information about ERA widely. Such practices nearly doubled the number of applications received by the county, increasing the number of people it was able to assist.

ENSURING ACCESS TO ERA FOR NATIVE AMERICAN COMMUNITIES

Of the $25 billion in ERA1 made available by Treasury, $800 million was initially allocated to Indigenous tribes and Tribally Designated Housing Entities (TDHEs) assisting low-income

tribal members and residents of native lands. Initial research on ERA among tribes and TDHEs highlighted the unique challenges and barriers these grantees faced in quickly setting up programs of the size required and getting funds out the door.[103] Different patterns of ERA utilization among TDHEs were due in part to the variation in housing needs and rental markets, infrastructure, and ERA allocations that differed from those of non-tribal grantees.

In a series of interviews conducted with NLIHC staff, TDHE administrators highlighted the importance of providing adequate federal guidance early in the implementation process. Several tribes and TDHEs set up targeted rental assistance programs for the first time, and most did not have prior experience in administering a program of ERA's scale. Thus, while changing guidance helped clarify several procedural questions about the program, they emphasized the challenges involved in constantly revising policies and restarting operations.

Nevertheless, ERA provided an unprecedented opportunity for tribes and TDHEs to serve members of their communities. Unlike typical Indian Housing Block Grant (IHBG) funds, ERA allowed tribes and TDHEs to serve tribally affiliated households outside of their service areas. While some found it challenging to build up their capacity to process applications across the country, many used this opportunity to serve off-reservation households who had never been eligible for previous tribal assistance programs. Several programs adopted best practices – like the use of documentation flexibilities – and employed strategic partnerships to minimize administrative burden and spend down their total allocations. By the end of March 2022, tribal grantees had spent $411.6 million on financial assistance to households, housing stability services, and administrative expenses – approximately 50% of their total allocation.[104]

Nearly 100 TDHEs have also received reallocated funds totaling over $27.7 million.[105] The needs of American Indian and Alaska Native (AIAN) households have been historically understudied, yet analysis conducted by HUD indicates that housing conditions are substantially worse among AIAN households compared to all households in the United States. Six out of 10 AIAN households live in tribal areas and surrounding counties with significant housing needs and challenges.[106] These households are also more likely to have inadequate facilities like heating and plumbing and face significant overcrowding (defined as more than one person per room) than in non-tribal areas.[107] Eight percent of AIAN households were overcrowded compared to 3% of households nationally; however, this number is likely much larger due to significant census data limitations among AIAN households. Still more research is needed to understand whether, and, if so, how ERA addressed the unique housing needs of Native American communities. NLIHC, in partnership with United Native American Housing Association, continues to research how TDHEs utilized ERA to address their unique needs and highlight the existing housing and infrastructure challenges Native American communities face.

Recommendations for Model Programs

Households most in need of emergency rental assistance often face multiple barriers to navigating complex application systems and accessing assistance in time to avoid an eviction. State and local programs must support expedited access to and disbursement of financial support to landlords and tenants by ensuring an accessible, streamlined, and low-barrier ERA application process. As such, the design and implementation of emergency rental assistance programs should be as simple, flexible, and accessible as possible, and programs should support progress toward racial equity and justice. Based on the careful examination of existing ERA programs, NLIHC has found that future ERA programs can increase the accessibility of applications for the lowest-income and most marginalized renters by following these recommendations:

- Ensure multiple and streamlined ways to apply for assistance. Applications need to be accessible in many different ways, particularly to marginalized populations – including BIPOC communities, people with disabilities, immigrants, people with limited English proficiency, and others – so they have full and equitable access to program resources and opportunities.
- Make applications available in multiple formats – e.g., online, via mobile phone, by calling a phone number (like 211), and in-person – and accept application submissions during traditional and non-traditional hours.
- Design application processes to prioritize households with the greatest needs – as opposed to accepting applicants on a first-come, first-served basis.
- Ensure application materials and resources are available in multiple languages, and partner with culturally competent CBOs to provide non-English speakers with application support.
- Utilize the maximum allowable administrative cost allowance to support staffing, infrastructure, and technology that will support program implementation and reduce barriers for tenants. Additionally, program administrators should tap into multiple, diverse, and flexible funding sources, such as local, state, federal, or philanthropic funding streams, to bolster their staff and technological capacity and invest in application and review infrastructure, outreach capacity, and community-based organizations administering the programs.
- Broaden use of self-attestation to document income, housing stability, proof of tenancy, rent owed, and COVID-19-related or other hardships. Programs should allow for self-attestation in all available categories to simplify the application process and reduce burdens on applicants who face the greatest barriers to gathering and submitting documentation.
- Use categorical eligibility in preference to income documentation or self-attestation. Utilize administrative data to verify categorical eligibility if an applicant is receiving other federal, state, or local government assistance or resources that could serve as fact-based proxies.
- Use fact-specific proxy to qualify an applicant's income. Programs should test multiple proxies and choose the most effective method for maximizing coverage of potentially eligible households while precluding coverage of ineligible households.
- Require direct-to-tenant assistance. Allowing payments to go directly to households ensures renters can receive needed assistance, regardless of their landlord's willingness to participate. Direct payments can also help tenants in less formal housing situations.
- Utilize bulk payments and target outreach and set aside a portion of funds for working with small landlords.
- Provide housing navigation services. Emergency rental assistance programs should appropriate adequate funding for in-person navigator assistance, especially in areas where renters cannot access applications online, and to support housing stability services such as outreach, housing navigation,

case management, and other services that will assist households – particularly those who are the most marginalized – in accessing and successfully navigating application processes and stabilizing their housing for the long term.

- Develop strategies in partnership with members of the disability community to ensure applications and assistance are accessible for persons with disabilities and address their needs.
- Embed data in program design. Implement local protocols and procedures for data and information sharing, for targeting the most marginalized populations, creating referral processes, and sharing income and other documentation needed to support complete and successful applications.
- Collect, share, and analyze relevant data to support efficient use of funds and to identify needed mid-course corrections in program design.



Accessible

IV.

PREVENTING EVICTIONS AND PROMOTING HOUSING STABILITY WITH ERA AND TENANT PROTECTIONS

Emergency Rental Assistance: A Blueprint for a Permanent Program



NATIONAL LOW INCOME HOUSING COALITION

NOVEMBER 2022

Case 2:23-cv-11645-BRM-KGA ECF No. 55-14, PageID.2402 Filed 01/28/25 Page 55 of 83

PREVENTING EVICTIONS AND PROMOTING HOUSING STABILITY WITH ERA AND TENANT PROTECTIONS

Emergency rental assistance (ERA) programs aim to prevent eviction and housing loss for the lowest-income and most marginalized households. Preventing evictions and housing loss requires providing emergency assistance in time to prevent an eviction, ensuring evictions do not take place once emergency assistance has been received, and addressing the systemic disparities and policies that have contributed to housing instability in the first place, particularly for low-income and BIPOC households.

To accomplish these goals, states and localities should establish programs that pair emergency rental assistance with state and local policies and legislation to protect tenants throughout the process. Moreover, specialized case-management and mediation services, formal partnerships with state and local courts, and the integration of housing services with other social services can provide a path to long-term housing stability when coordinated with ERA.

Program administrators, community members, and ERASE Cohort members have played crucial roles in establishing and supporting programs that braided financial assistance available under the ERA program with other supportive housing services to prevent evictions. In this section, we highlight various practices adopted by cohort members and ERA program administrators to ensure that ERA was preventive. These included:

- Using ERA to pay for prospective rent and other housing services.
- Using ERA to fund housing counseling and housing navigation services.
- Integrating ERA with landlord-tenant mediation programs.
- Supporting coordination between courts and ERA programs to prevent evictions.
- Establishing and enforcing ERA-related tenant protections at the state and local levels.
- Setting up eviction diversion and prevention programs.
- Utilizing ERA to prevent and end homelessness.

USING ERA TO PAY FOR PROSPECTIVE RENT AND OTHER HOUSING EXPENSES

Guidance issued by the U.S. Department of the Treasury (Treasury) makes clear that ERA funds can be used to cover prospective rent, with recertification for future rent taking place every three months. ERA funds can also be used to cover other housing-related expenses, such

as relocation assistance, security deposits and application fees, and hotel and motel stays to assist those who are at risk of or have already experienced eviction or displacement. These services work together to help renters move out of unstable housing situations and thus promote longer-term stability. At the end of 2021, NLIHC's tracking showed that over 80% of all ERA programs covered prospective rent, 28% covered relocation expenses, and 12% used funds to cover hotel and motel stays for renters at risk of or experiencing homelessness.[108]

Members of the ERASE Cohort explained that using ERA funds in this way successfully helped renter households in their areas. Rhode Island's ERA program, Rent Relief RI, instated prospective rent payments and covered security deposits from the onset of its program. While tenants were responsible for finding new housing, the state program provided preapproval letters for future assistance with rent and/or security deposits to renter households that met the eligibility criteria. Households could use these letters to secure new rental units and later update their applications with details about their new landlords and addresses to receive rental assistance payments. The program eventually extended funds to cover moving fees for renter households as well. Cohort members indicated that these services together helped prevent homelessness.

Several other states and localities increased flexibility in their programs to cover additional expenses over time. For instance, Durham, North Carolina, initially made prospective payments to landlords only under its ERA1 program. However, under ERA2, the program – known as the Durham Rent Relief Program (DRRP) – offered a combination of future payments and security deposits to landlords of new units. Tenants were also eligible to receive direct payments from the program.

USING ERA TO FUND HOUSING COUNSELING AND HOUSING NAVIGATION SERVICES

Treasury guidance establishes that a portion of ERA funds can be used to provide housing stability services for renter households. These services include landlord and tenant mediation; housing counseling and case management services; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorneys' fees related to eviction proceedings; and specialized housing services for individuals with disabilities or seniors.[109] Members of the ERASE Cohort highlighted the benefits of funding housing counseling and navigation services to help ERA applicants identify and secure new housing that would promote longer-term housing stability. Housing counseling and navigation services were offered by ERA staff through community-based organizations as well as through partnerships in court. Several programs also set up kiosks in courts with high concentrations of eviction cases and offered remote services for high-need tenants in other parts of their states.

Indiana Housing and Community Development Authority (IHCDA) provided a $15 million ERA2 grant to Prosperity Indiana – an ERASE Cohort member – and Indiana Community Action Association (INCAA) to establish the statewide Housing Stability Network. The Network is now able to provide housing counseling and family stability wraparound case management services for tenants in all 92 counties, with specific outreach to the lowest-income, BIPOC, and most underinvested communities. The Network also closely coordinates with the Indiana Bar Foundation's ERA2-funded Indiana Legal Help Network, which provides court-based eviction diversion and other legal services to tenants.

When ERA funds are again available, these two networks will be able to cross-refer tenants to ERA funds as well.

In many cases in which landlords were unwilling to participate or tenants were concerned that their landlords would not accept assistance or would retaliate, housing counselors were the final line of defense against unnecessary evictions. One of our cohort members in the District of Columbia – Housing Counseling Services, Inc. (HCS) – served as a housing navigator and mediator for the District's ERA program. HCS reported that over 50% of evictions were stopped, quashed, or delayed, in large part due to the collaborative efforts between housing counselors, legal service providers, and judges.

INTEGRATING ERA WITH LANDLORD-TENANT MEDIATION PROGRAMS

Several jurisdictions established landlord-tenant mediation programs to work in conjunction with ERA in their area. Mediation programs vary greatly based on how they identify landlords, whether they are mandatory, and whom they include to help facilitate mediations, and different states and localities have adopted different approaches to mediation. Some, like Philadelphia, established by law mandatory landlord participation in mediation services prior to the filing of an eviction due to nonpayment of rent. Others, such as Illinois and Washington, require landlords to provide notice of available mediation services prior to the filing of an eviction and to delay filing if a tenant agrees within a certain number of days to participate. In both scenarios, examples from our cohort suggest that housing counselors and navigators helped to mediate landlord-tenant conflicts to reach resolutions that did not end in eviction courts, such as petitions to close active eviction cases. Their services ranged from formal conversations conducted in court to initiatives that preemptively targeted landlords to encourage them to apply for assistance instead of filing for eviction.

As noted above, the Housing Stability Network in Indiana coordinates with the Indiana Bar Foundation's ERA2-funded Indiana Legal Help Network to provide court-based eviction diversion and other legal services to tenants. After two years of work, these advocates won a partial sealing/expungement of eviction filing records, when House Enrolled Act 1214 became law on July 1, 2022. In addition, housing partners on the Indiana Supreme Court's Landlord Tenant Task Force created the Fast Track Facilitation eviction diversion mediation program to increase utilization of mediation services and reform court processes to provide more time for tenants to access resources and services.

Housing counselors in the District of Columbia brokered conversations with major landlord and property owners to identify renters who might need assistance and who might benefit from mediation. Housing counsellors identified properties with rental delinquency rates of 17%-18% and assumed that landlords of these properties were likely to file a larger number of evictions. They approached those landlords with information on ERA to encourage their participation in an attempt to divert evictions. These relationships also fostered trust in the ERA program.[110]

ERASE Cohort members in Weber County, Utah, had similar successes with their data-driven approach to mediation. They highlighted that in a county as small as Weber, even one or two evictions by the same landlord can indicate where to direct an offer of mediation services. Using court data, it was possible to identify and connect with landlords and property managers with significant numbers of evictions. Through mediation, program staff were then able to encourage other methods of resolution. Several landlords and property owners cited the provision of ERA as the main motivation to reach a settlement outside of eviction court.

ERASE cohort members also highlighted the importance of tapping into existing networks that work with or convene landlord groups to support mediation services. In Alabama, cohort members coordinated with local Continuums of Care, several of which had preexisting relationships with landlords and property managers, to help facilitate mediation sessions. By connecting financial assistance to mediation services, cohort members were able to prevent evictions for more than 1,400 Alabama renters.

SUPPORTING COORDINATION BETWEEN COURTS AND ERA PROGRAMS TO PREVENT EVICTIONS

Partnerships between courts, attorneys, housing advocates, and ERA programs are crucial to eviction diversion and prevention efforts. These partnerships take many different shapes – some formal, others informal – and were bolstered by funding from ERA during the pandemic. Such partnerships are most successful when they involve court systems that value eviction diversion programs, offer established legal representation and formal mediation programs, work with landlords and tenants, and can help tenants navigate or access rental assistance. Funding for court and eviction diversion programs and for advocacy supporting such programs helps strengthen these efforts, especially by scaling and sustaining them.

After reviewing efforts by members of the ERASE Cohort, we have observed that the process of integrating courts and ERA programs involves three steps: (1) creating judicial buy-in, (2) setting up and bolstering a framework for legal aid partnerships at eviction court, and (3) making ERA accessible through courts.

Creating Judicial Buy-In

Educating judges, attorneys, and local and state representatives about the availability of ERA, features of the program, and the benefits of participating was a crucial step toward enabling courts and ERA programs to work together to prevent evictions.

The Detroit-based United Community Housing Coalition (UCHC) and its partners participated in information sessions with sitting Detroit City Council members and their staffs to discuss the growing eviction crisis and brainstorm strategies to keep Detroit residents stably housed. Expanding on its ongoing efforts to bring together Detroit tenants and residents, nonprofit organizations, and legal aid organizations, UCHC was effective in educating community members, members of courts, and local policy makers about the importance of tenant protections and ERA. This work resulted in a unanimous 9-0 vote by the Detroit City Council to enact a right-to-counsel law. By creating buy-in among members of local district courts and the City Council, UCHC ensured additional protections for tenants. For instance, all litigants are entitled to receive brief legal advice before hearings proceed. The organization also had success in pushing for courts to adjourn cases to allow enough time for a pending ERA application to be processed. Finally, the right-to-counsel ordinance provided a right to full legal representation for persons whose household income did not exceed 200% of the Federal Poverty Limit.

Setting Up and Bolstering a Framework for Legal Aid Partnerships at Eviction Court

Evidence shows that access to legal representation for renters increases the likelihood of eviction cases being withdrawn or reaching settlement outside of eviction courts.[111] Therefore, ERA-focused advocates knew from the beginning that preventing evictions during the pandemic would necessitate building strong networks of legal aid or pro-bono lawyers who were familiar with the eviction process and

available support services in their areas, as well as establishing frameworks through which legal aid lawyers could intervene and prevent evictions.

ERASE Cohort members worked closely with legal aid providers to develop and integrate free or low-cost legal services into the eviction court system. One cohort member in Illinois, the Lawyers' Committee for Better Housing (LCBH), examined Chicago's eviction court records and found that tenants with access to legal representation were more likely to receive a positive outcome at court. LCBH then used this research to argue for eviction court reform. Meanwhile, the pandemic provided the impetus for Cook County to establish the Cook County Legal Aid for Housing and Debt (CCLAHD) program in combination with legal aid providers and the local bar association. The Early Resolution Program, a key element of CCLAHD, combines free legal assistance and rental assistance in Zoom break-out rooms to assist unrepresented landlords and tenants. In these breakout rooms, attorneys provide tenants information about rental assistance and whether they are eligible and offer formal mediation services. The break-out rooms allow self-represented tenants to consult with attorneys and reduces barriers to legal aid. The early success of the county's court-based program also paved the way for Chicago's new Right-to-Counsel pilot program, which is funded by ERA2.

While free or low-cost legal representation has been an important component of court-based programs, it can be difficult in some jurisdictions to identify pro bono or other legal aid attorneys with expertise in eviction court proceedings, or to find trained staff capable of carrying out mediation. In these cases, cohort members had to turn to other strategies to fill in the gaps. In Columbia, South Carolina, the NAACP Housing Navigator program trained community volunteers to help clients with landlord-tenant mediation and other pre-eviction solutions, aiding over 200 housing insecure individuals. Similarly, as an alternative to enacting a politically controversial moratorium in Nebraska, the state's bar association set up a framework for a volunteer-based legal aid program in Douglas and Lancaster counties known as the Tenant Assistant Project.[112] Despite initial skepticism about this effort from judges and courts, cohort members in Nebraska report that the program effectively prevented or delayed several thousand evictions, preventing over 7,400 evictions in Omaha alone.[113] Additionally, to mitigate the effects of the limited capacity of legal aid and pro bono attorneys to offer legal assistance to all litigants in need of help, several states have pushed to authorize and expand regulations around unbundled legal services. One such effort in Delaware undertaken by the Eviction Defense Project resulted in a Delaware Supreme Court ruling allowing tenants to be represented in court by "Qualified Tenant Advocates" – non-lawyers trained by Delaware legal-aid agencies.[114] In these ways, ERASE Cohort members have set up and bolstered frameworks that make legal aid available and accessible to renters at eviction court.

Making ERA Accessible through Courts

Research has shown that the most effective factor in preventing evictions has been the provision of rental assistance to cover back-rent.[115] Therefore, while efforts to bring courts, judges, attorneys, and housing navigators to the table have been very helpful, such efforts would not have been as successful without the provision of emergency rental assistance. Court-based interventions that were connected with Treasury ERA funds were identified as central to the work of successfully diverting evictions and keeping renters housed.

Cohort members have thus placed special emphasis on the provision of ERA at court. Cohort members in Memphis and Shelby County, Tennessee, worked closely with their ERA program to identify tenants who were eligible for assistance and had an active eviction case by matching program and local court data. A dedicated team of five on-staff ERA attorneys would then contact the landlord to offer a settlement. At court, judges would inform tenants

about the availability of assistance and issue a two-week continuance to give tenants time to apply for ERA. County program staff also set up tables at the courthouse to help tenants apply for assistance. For every eviction case filed at court, an informational flyer would be mailed to tenants, informing them of their upcoming hearing and information about ERA. This system ensured that efforts to get courts and lawyers involved were matched with a focus on ensuring assistance was available to resolve cases and divert harmful evictions.

The Housing Alliance of Pennsylvania studied two eviction diversion programs administered in Berks and Chester counties. Both programs were begun during the pandemic and tied ERA to courts in some way. Drawing on court data, conversations with tenant participants in the programs, and interviews with judges whose courtrooms participated in eviction diversion, the Alliance found that implementation of the two programs was associated with better case outcomes for tenants in court. Among other findings, the Alliance heard directly from tenant participants that the financial assistance and paired services offered under the diversion programs helped them stay in their homes and in many cases find and keep employment. The coordination of rental assistance, legal assistance, and outreach to tenants and landlords enabled the programs to be especially effective in meeting the needs of tenants, landlords, and members of the wider community.

ESTABLISHING ERA-RELATED TENANT PROTECTIONS TO ENSURE LONG-TERM HOUSING STABILITY

Throughout the pandemic, tenant protections have played a crucial role in preventing evictions and ensuring housing stability. Since January 2021, states and localities have passed or implemented more than 150 new laws or policies to protect tenants from eviction and keep them stably housed. Of these protections, 70 laws and policies were implemented by or in support of ERA programs.[116]

The enactment of tenant protections depends on the willingness of jurisdictions to establish safe harbors for renters. In jurisdictions where there is little political will to enact protections through legislative bodies or the court, ERA programs must establish these protections within their policies. ERASE Cohort members represented areas with different political orientations and varying degrees of protections. Where laws fell short and local politics prevented protections from being enacted in law, cohort members fought to win protections and establish safe harbors by means of ERA program policies. In addition to working to enact ERA-related tenant protections, advocates sought to ensure that landlords and property owners adhered to these protections. This section describes the range of tenant protections enacted and highlights the means established to ensure renters remain stably housed.

Enacting ERA-Related Tenant Protections at the State, County, and City Levels

In 2021, several state and local courts issued rulings that tied tenant protections to the availability of ERA in their area.[117] These protections vary in aim and structure, but in general they are designed to ensure that landlords and property owners have made every effort to resolve problems related to rental arrears before turning to the eviction process. Some ERA-related tenant protections enacted at the state, county, and city levels required landlords to apply for ERA before they filed evictions, while others established wait periods and safe harbors for ERA applicants. Others involved the issuing of eviction stays or prohibited landlords participating in the ERA program from evicting tenants in the near term.

Some states, like California, Virginia, and Connecticut, enacted legislation or issued

executive orders requiring that landlords apply for ERA prior to filing an eviction. In some cases, these policies also ensured tenants were given a 30-day notice before an eviction could be filed. In some jurisdictions, local courts mandated participation in ERA in certain cases. The Philadelphia Municipal Court issued an order in April 2021 that instated three requirements for landlords seeking to evict a tenant for non-payment of rent. These landlords had to apply for rental assistance, participate in mediation through Philadelphia's Eviction Diversion Program, and wait 45 days before filing if the issues leading the landlord to seek to evict were not resolved. Officials say the program was essential to Philadelphia's success in distributing more than $235 million in emergency rental assistance and that it has helped reduce the number of eviction filings to 75% of the pre-COVID number.[118]

Jurisdictions also established wait periods and safe harbors to ensure that renters who applied for assistance were not evicted as they waited for their applications to be approved. Most such protections, like those enacted in Arizona, California, and Oregon, delay eviction proceedings for 30 to 90 days, pending a tenant's successful ERA application. These safe harbor policies were critical in allowing ERA program administrators time to process large numbers of applications during the pandemic. Other safe harbor protections, like one established in Philadelphia, prohibited landlords from issuing a writ of possession for nonpayment of rent while an ERA application was pending.[119]

Eviction moratoriums and stays, especially those that addressed earlier steps in the eviction process, were effective in reducing eviction filings.[120] During the pandemic, 16 state and local jurisdictions enacted protections that paused or delayed eviction judgements to allow time for tenants to apply for ERA.[121] In Illinois, for example, the state Supreme Court redirected every new eviction filing to the state's ERA program. Eviction stays are a critical intervention, helping delay final judgments and giving renters opportunities to apply for ERA and avoid eviction.[122]

The strongest ERA-related protections include requirements for landlords receiving ERA to drop eviction filings or forgive rental arrears, interest, or fees. In 2021, 29 states and localities passed laws or policies that prohibited landlords participating in ERA from evicting tenants. The length of time for which such policies prohibited evictions ranged from 30 days to 12 months.[123] These protections work in tandem with safe harbors and wait periods to give renters sufficient time to access assistance. For instance, in Kentucky, landlords must wait 45 days after receiving assistance before initiating an eviction and must provide 30 days' notice before moving forward with an eviction.[124]

Enforcing Protections to Ensure Renters Are Protected in the Long Term

While jurisdictions across the country enacted ERA-related tenant protections, reports indicated that in some cases protected renters were still being evicted, even after their landlords received assistance.[125] This was due to the fact that many new protections lacked formal protocols to enforce compliance. As a result, many local administrators and their community partners had to work directly with landlords to ensure ERA-assisted tenants were protected in the long term.

For instance, Dane County, Wisconsin's ERA program – administered by the Tenant Resource Center (TRC) – provides tenants with free legal representation, ensuring they have access to attorneys who can help negotiate agreements, lease extensions, and the reopening of falsely filed cases, and appeal terminations impacting tenants in protected properties. In response to guidance from Treasury, TRC established a mandatory landlord agreement that prohibited landlords from evicting tenants for nonpayment of rent for the period of assistance. Since the state was not willing to enforce additional protections, TRC leveraged its position as an administrator and mediator to protect tenants from harmful evictions. The organization found that its ability to leverage the combination of attorneys, mediation, and the landlord agreement, allowed

tenant attorneys to launch payments the day of the hearing and negotiate agreements that stabilized and/or extended housing. By working with landlords to enforce adherence, the program ensured that eviction filings did not rise above their pre-pandemic level of roughly 2,000 annually. Additionally, 78% of cases are dismissed at or before the tenant's initial appearance – a significantly higher rate of dismissal than pre-pandemic, when the rate was approximately 29%. Especially remarkable is the fact that tenants are now more often represented in courts than landlords – the first time this has occurred in the history of Dane County.

As Treasury ERA funds dwindle, some cohort members are working to expand partnerships with landlords and property owners to ensure eviction filings do not return to pre-pandemic levels and renters remain protected in the long term. One ERASE Cohort member in Louisiana – HousingLOUISIANA – developed a targeted intervention project to inform landlords about alternatives to eviction. Designed through partnerships with the Housing1st Alliance of the Capitol Area, Together Baton Rouge, and the City of Baton Rouge Mayor's Office, the project was called the Healthy Housing Forum and targeted landlords who had received ERA funds to ensure their renters remain stably housed. The project developed content to help these landlords understand how they could be part of the broader solution to affordable housing. Despite ERA funds making landlords whole again, there was still a high rate of eviction filings, leading to several vacant units in the area. Additionally, advocates realized that several units were in need of significant repairs. Healthy Housing Forum partners are now identifying additional sources of funding through state programs (such as Low-Income Housing Tax Credits and CDBG funds) to help landlords and property owners make necessary repairs to their units. They are also co-designing with landlords a loan fund and rental assistance pilot project to benefit both landlords and tenants modeled after similar programs in cities like Milwaukee and Chicago.

SETTING UP EVICTION DIVERSION AND PREVENTION PROGRAMS

Eviction diversion and prevention programs provide landlords and tenants the resources, information, and time required to find the least harmful alternatives to eviction.[126] Research shows that such programs involve some combination of housing counseling, legal assistance, emergency rental assistance, and other supportive services.[127] They are designed to divert eviction cases from formal proceedings by reaching a mediated alternative prior to or during an eviction filing.

While each of the practices and programs highlighted above plays a significant role in preventing unnecessary evictions, combining financial assistance with access to housing mediation services and tenant protections is crucial to addressing housing instability. In a review of 47 state and local eviction prevention and diversion programs, Urban Institute found that while moratoriums, tenant protections, and legal assistance strengthened tenants' positions, they did not "resolve underlying and long-standing drivers of the eviction crisis" by themselves. Financial assistance, meanwhile, played a crucial role in resolving rental arrears, an immediate driver of eviction filings.[128] Eviction diversion and prevention programs that integrated these components not only successfully promoted housing stability but provided a framework for states and localities to reexamine and improve their basic housing service delivery systems.

Treasury ERA funds became the cornerstone of many eviction diversion initiatives that were launched or expanded during the pandemic. In addition to providing critical direct assistance, ERA also provided the funds needed to set up eviction diversion infrastructure. ERASE Cohort members played crucial roles in supporting and establishing eviction prevention and diversion programs in their jurisdictions.

State of Texas Eviction Diversion Program

After the Texas Rent Relief Program was launched in February 2021 to provide rent and utility assistance during the pandemic, the Supreme Court of Texas, the Texas Office of Court Administration, and the Texas Department of Housing and Community Affairs (TDHCA) partnered to create the Texas Eviction Diversion Program (TEDP). TEDP reserved 10% of available Texas Rent Relief funds to help low-income tenants facing eviction to remain in their homes and provide landlords with an alternative to eviction.

The Supreme Court of Texas established the statewide Texas Eviction Diversion Program (TEDP) through an emergency order, which has since been renewed several times.[129] Under the program rules, eviction courts provide an informational ERA flier to a tenant prior to an eviction hearing, and judges are required to discuss the program with the landlord and tenant. If a landlord and tenant agree to apply for ERA, or if they already have applied, the court delays the eviction case for 60 days, makes the eviction filing confidential, and dismisses the case after 60 days, unless the landlord files a motion to reinstate. Through the Texas Eviction Diversion Program, more than 21,000 applicants have received more than $200 million in assistance, had their evictions stopped, and had their eviction case records made confidential.

The Texas Department of Housing and Community Affairs also used a portion of ERA1 and ERA2 funds to create the Housing Stability Services Program, which provides critical funding for housing stability services to 56 local communities and non-profits, including the Texas Access to Justice Foundation (TAJF). In partnership with 10 organizations, TAJF provides counsel to low-income households during an eviction proceeding, offers mediation services, and provides local in-person and online housing clinics to assist low-income households. The TAJF Program is funded through March 31, 2024.[130]

Washington, D.C. Eviction Diversion Initiative

In the District of Columbia, ERASE Cohort partner Housing Counseling Services, Inc. (HCS) worked closely with the District's ERA program administrator and legal service providers to establish a framework for eviction diversion that ensures any tenants who are scheduled for eviction, have writs of eviction, or have judgments against them are connected to rental assistance and legal counsel. HCS is in the courtrooms every day, participating in hearings and providing updates on active cases. Staff are present in court hearings as housing counselors, providing court staff with information on current ERA application statuses and providing clients with information on how to apply. Extensive collaboration among partners ensures "last mile payments" are accurate and will in fact stop an eviction. Of 400 evictions scheduled for between September 13 and October 31, 2021, HCS staff were able to reach more than 200 tenants, delaying or stopping their evictions. About 75% of those evictions were stopped as a direct result of nearly $300 million in ERA funds that had been disbursed. Such an outstanding result could not have occurred without the deliberate integration of financial assistance and community-based and legal services, the support of courts and judges, the D.C. government (specifically the Department of Human Services), and the existing system of tenant protections in the District.

State of Louisiana Eviction Diversion Pilot

The emerging Louisiana eviction diversion program began as a series of distinct local efforts between nonprofits and legal aid providers working in courts to provide legal aid and enroll renters facing eviction into ERA. Based on successful efforts in New Orleans and Baton Rouge, advocates, including ERASE cohort member HousingLOUISIANA, have partnered with the Governor's office and Southern University to co-design a pilot program and hope to build support for scaling this intervention statewide. The partnership between advocates,

the Governor's office, and Southern University aims to create a statewide eviction-diversion program modeled after pilots currently underway in Baton Rouge. It builds on a program currently managed by Southern University to prevent the displacement of low-income families in several parishes across the state. The design for this pilot project consists of components similar to those in the Baton Rouge model and has three main intervention points:

- Tenant intervention in the case of rent arrears or when there is a conflict with the landlord.
- Landlord intervention to inform landlords of alternatives to eviction and identify other funding sources to help them make repairs.
- Judicial intervention to show judges how they can help prevent evictions.

UTILIZING ERA TO PREVENT AND END HOMELESSNESS

Early research on the connections between ERA and homelessness prevention indicates that even while many programs considered preventing homelessness to be a goal, not all programs were able to transform this intention into processes and structures – e.g., outreach methods, eligibility criteria, documentation requirements, or subsidy structures – that succeeded in reaching those imminently at risk of homelessness. Programs typically favored upstream targeting and tended to require documentation that would be challenging for households most at risk of homelessness to provide. Nevertheless, program administrators often viewed homelessness as the result of a series of destabilizing events and emergency rental assistance as a tool that could disrupt the course of such events.

To be eligible for assistance, applicants to Treasury ERA programs were required to be at risk of experiencing homelessness or housing instability. However, only a quarter of programs surveyed in the spring of 2021 accepted previous experience of homelessness as proof of a household's risk of homelessness or housing instability, despite research showing that shelter history is a strong predictor of reentry to homelessness. According to information from NLIHC's Treasury ERA program database, as of July 2022, only a handful of programs explicitly stated that they accepted prior experience of homelessness as an indicator of the risk of homelessness. Despite movements towards accepting self-attestation of COVID-19-related hardship and income, only 43% of surveyed ERA programs allowed for self-attestation of tenancy without a current lease, which left doubled-up households or households in informal living arrangements unable to access ERA funds. As of July 2022, only 12% of programs explicitly stated that they accepted self-attestation for a lease. A large number of ERA programs may have inadvertently excluded households most at risk with overly narrow eligibility criteria or overly stringent documentation requirements.

Yet many programs also sought new partnerships or engaged with already existing partnerships to more deeply target vulnerable populations. At least 42 programs had partnerships with a court and 31 programs also funded legal services in order to target and divert households from evictions. Some ERA programs may have used some of their funding to directly support programs that specifically served households currently experiencing homelessness. In Chesterfield County, Virginia, Housing Families First used ERA funds to help families with children living in motels or doubled up secure new housing. Still other programs served a wide variety of households under the Treasury ERA program, including people experiencing homelessness or most at-risk of homelessness, and created specific partners to identify and support these households.

The Alaska Housing Finance Corporation (AHFC) utilized the flexibility offered by the Treasury funding to create a program that would provide immediate housing solutions

for homeless Alaskans, with a goal of finding longer-term housing solutions. Alaska's Housing Stabilization & Recovery program (HSRP), which was deployed statewide in February 2022, works with 20 community-based partners, including the Continuum of Care, to help Alaskans who are on the streets, in emergency shelters, or fleeing domestic violence access immediate safe housing and up to 12 months of rent. ERA has also been used to provide funding to temporarily house formerly homeless households in motels and hotels. Participants receive up to 12 months of rental assistance, assistance in finding long-term housing opportunities, assistance to cover moving costs, and ongoing engagement with a housing navigator. As of September 20, 2022, 1,373 households in Alaska have been enrolled in the program, with 807 households currently housed using program funds.

REMAINING CHALLENGES

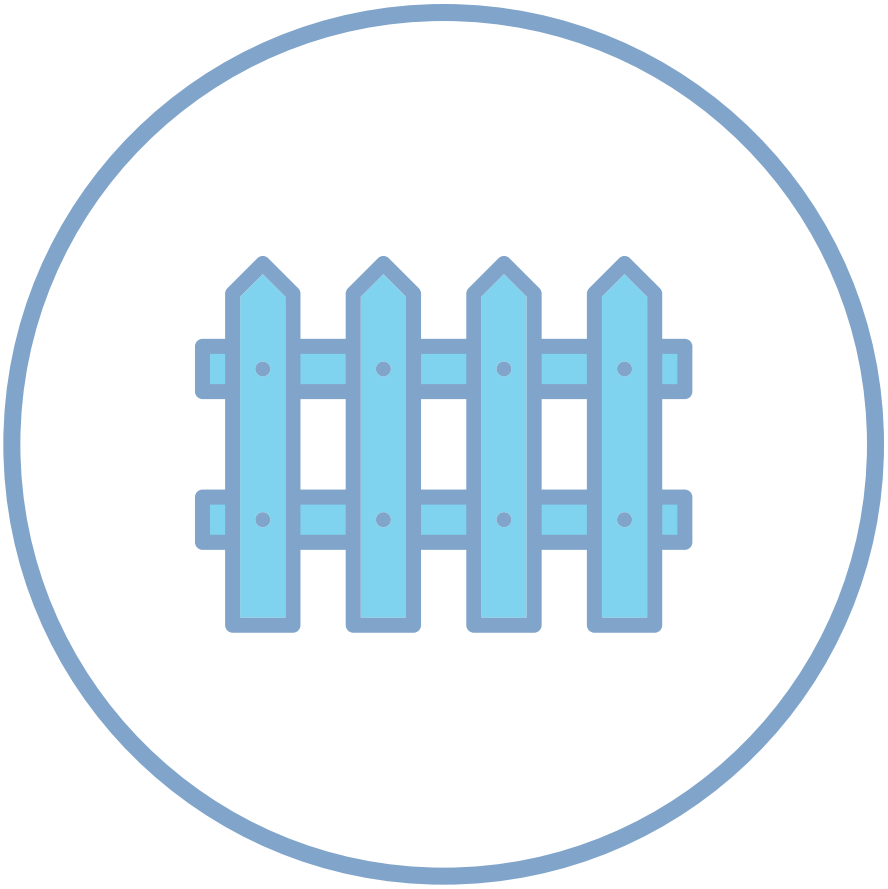
Currently, cohort members are working to make their eviction diversion and prevention strategies permanent and to strengthen state and local tenant protections. It was clear that ERA money – and the promise of payment for arrears – was a significant incentive for both eviction court judges and landlord and property owner groups to partner with tenants and their advocates. In areas where Treasury ERA funds are dwindling or are depleted, ERASE Cohort members report that more landlords are expediting hearings and are unwilling to participate in mediation initiatives.[131]

Maintaining partnerships with courts and attorneys is challenging with a lack of funds available for rental assistance and federal, state, or local support for institutionalizing the partnerships created through the Treasury program. Retaining these frameworks is the key to ongoing prevention work. At the same time, cohort members also recognize that there needs to be more judicial buy-in. In Indiana, Tennessee, Pennsylvania, and Wisconsin, cohort members faced hostility from some local courts that were unwilling to coordinate with ERA programs. They are now seeking ways to represent and support tenants without federal funding and to leverage the limited state and local funding that is available to sustain the efforts from the Treasury ERA program.

Recommendations for Model Programs

Based on our examination of existing ERA programs, we provide the following recommendations to future programs that aim to design an ERA apparatus that prevents evictions and promotes housing stability:

- In addition to rental and utility payments, programs should provide assistance paying for other eligible costs, including hotel and motel stays, rental security deposits, application or screening fees, reasonably accrued late fees, and internet service fees, especially for temporarily displaced and doubled-up households that are at high risk of losing their homes.
- Provide housing navigation assistance to those who have lost their housing or need to relocate.
- Ensure assistance is available to help households that are currently homeless to exit homelessness into housing.
- Utilize funding to fund legal attorneys to protect renters facing eviction. Subcontract with legal aid organizations and entities working in eviction courts to directly administer funds.
- Develop a direct line of communication with courts about the availability of emergency rental assistance funds, and develop procedures and protocols to identify and refer tenants and landlords who may be in need before evictions can be filed.
- Work with courts to adopt policies and procedural safeguards, including:
  - Ensuring tenants have knowledge about and access to available assistance and legal representation options.
  - Requiring judges to postpone eviction case hearings to give renters time to apply for and receive assistance.
  - Barring landlords from evicting tenants while emergency rental assistance applications are pending.
- Require that landlords receiving ERA cannot evict renters for at least three months after receiving emergency rental assistance payments, and develop mechanisms to enforce these protections.
- Access eviction data to target outreach to households most at risk of eviction and to enforce tenant protections for households that have received rental assistance.
- Enact, fund, and enforce state and local tenant protections, and provide a right to counsel across the eviction process. Right-to-counsel legislation that ensures tenants have access to an attorney during an eviction proceeding significantly diminishes the likelihood of eviction.
- Develop and implement policies to seal eviction records so that filings do not make it more difficult for renters to find housing in the future.
- Connect programs, processes, and resources to local Continuum of Care, homelessness diversion, and coordinated entry processes to prevent housing loss and quickly rehouse households where an eviction may have been or may be unavoidable.
- Provide or coordinate with case management and other support services to support long-term housing stability. Ensure tenants have access to crisis intervention services, education programs, financial counseling, childcare, healthcare, mental health and substance use services, non-legal advocacy, and other supports that assist with housing stability.
- Provide a bridge to longer-term or intensive housing stability supports for households that have greater needs, such as a history of homelessness, chronic health conditions, or disabilities.



Preventive

END RENTAL ARREARS TO STOP EVICTIONS (ERASE)

V. POLICY RECOMMENDATIONS

Emergency Rental Assistance: A Blueprint for a Permanent Program



NATIONAL LOW INCOME HOUSING COALITION

NOVEMBER 2022

Case 2:23-cv-11645-BRM-KGA ECF No. 55-14, PageID.2416 Filed 01/28/25 Page 69 of 83

Policy Recommendations

Over the last two years, more than 500 state and local jurisdictions have established U.S. Department of the Treasury (Treasury) emergency rental assistance (ERA) programs using federal dollars, many of them starting from scratch. At the same time, NLIHC's partners have successfully advocated for the passage of more than 150 new federal, state, and local tenant protections since January 2021. ERA program administrators have made over 7 million payments to households since January 2021, with early research suggesting that most state and local programs have served high shares of extremely low-income households and Black households. The unprecedented investment in rental assistance, coupled with new local, state, and federal tenant protections, prevented at least 1.36 million formal evictions in 2021 alone.[132] Given the success of ERA and renter protections in promoting housing stability and preventing evictions, every effort should be made to preserve the newly created ERA infrastructure and new federal funding should be made available to continue this essential component of a full housing safety net.

As federal funding for ERA is depleted, this newly created and critically important ERA infrastructure is increasingly at risk. According to NLIHC projections, most state ERA programs have or will have exhausted their ERA1 and ERA2 funds long before the statutory expenditure deadlines of September 2022 and September 2025, respectively. Further, many states will still have served only a fraction of their low-income renter households in need.

States and localities must act quickly to protect the progress that has been made, address the possible loss of ERA, and invest in long-term housing solutions. State and local governments can use some of the $350 billion in Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocated by the "American Rescue Plan Act" (ARPA) to extend their emergency rental assistance programs and bridge the gap between Treasury ERA funding and not-yet-determined future funding streams. NLIHC systematically tracked SLFRF investments allocated for affordable housing and homelessness prevention and services in all 50 states and the District of Columbia, Puerto Rico, and 60 localities, including the 10 cities or counties receiving the highest allotments of SLFRF and the largest city or county in every state. As of October 2022, 53% of the jurisdictions in our sample – including 67% of all states and over 44% of the selected cities and counties – have invested approximately $16.1 billion of SLFRF for housing activities. States and localities have allocated approximately $4.3 billion to provide short-term aid to households, such as rental and utility assistance, legal aid, and housing stability services.[133]

However, most communities are grappling with how to sustain ERA programming, infrastructure, and partnerships without federal ERA funding. More action is needed to preserve the gains made in creating an infrastructure to provide emergency assistance and prevent evictions. The recommendations discussed in this section form a policy blueprint for creating a permanent emergency rental assistance program and enacting tenant protections that meet the needs of all low-income renters. The recommendations are meant to ensure that existing ERA infrastructure is sustained and becomes part of

our national housing infrastructure for supporting low-income renters facing sudden financial crises. The recommendations include:

- Establishing and funding a permanent emergency rental assistance program.
- Exploring the use of innovative models like direct-to-tenant payments to support renters.

A permanent ERA program is one part of a needed housing safety net to end homelessness and alleviate housing insecurity among the lowest income renters. Congress must also:

- Ensure long-term affordability for the lowest-income renters through universal vouchers.
- Preserve and increase the supply of housing affordable to the lowest-income renters.
- Enact robust and permanent tenant protections at the state, local, and federal levels.

In what follows, we discuss in detail each recommendation included in this policy blueprint, as well as legislation that, if enacted, would build on the blueprint to create a permanent emergency rental assistance program.

ESTABLISH AND FUND A PERMANENT EMERGENCY RENTAL ASSISTANCE PROGRAM

While the pandemic and its resulting economic fallout have underscored the inextricable link between housing and health, the nation's eviction crisis originated long before the pandemic. Limited public resources, combined with a severe lack of housing stock affordable and available to households with the lowest incomes, led to an increasing number of evictions, higher rates of homelessness, and worsening housing instability, especially for renters with extremely low incomes. The pandemic exacerbated these pre-existing trends, threatening to transform the housing crisis into a housing catastrophe.

People of color, and particularly Black, Latino, and Indigenous people, as well as people with disabilities and households headed by women, were disproportionately impacted by the pandemic. Black households were twice as likely to report being behind on rent than white households during the economic crisis that followed the arrival of COVID-19, and Black women were – and still are – more likely to face eviction than any other group.

Preventing evictions is essential in ensuring the well-being of extremely low-income renter households. Improving housing stability not only keeps people in their homes but provides them with the foundation needed for success. Stable, affordable housing is linked to better educational and health outcomes across a person's lifespan, and stably housed families with children report greater food security and financial stability than families in housing they cannot reasonably afford.

The more than $46 billion allocated by Congress for emergency rental assistance in response to the pandemic was thus a vital lifeline for households experiencing a decline in income and at risk of eviction. Emergency rental assistance has helped stabilize households experiencing economic shocks before they face instability and homelessness, which have traumatic consequences and require more prolonged, extensive, and expensive assistance. Tenant protections have offered another lifeline.

Prior to the pandemic, NLIHC's *Opportunity Starts at Home* multi-sector affordable housing campaign worked to build bipartisan support for and introduce legislation to establish a pilot emergency rental assistance program. The *Opportunity Starts at Home* campaign worked closely with a bipartisan group of senators – Michael Bennet (D-CO), Rob Portman (R-OH), Sherrod Brown (D-OH), and Todd Young (R-IN) – to craft the provision establishing the Emergency

Assistance Fund proposed in the "Eviction Crisis Act" (S.2182) that was introduced in 2019 and reintroduced in 2021. The Eviction Crisis Act and the "Stable Families Act" (H.R.8327), the House companion bill introduced by Representative Ritchie Torres (D-NY), would establish a new, national Emergency Assistance Fund to help ensure that extremely low-income renters have access to emergency assistance to cover the gap between income and housing costs in the event of a financial crisis. Since its first introduction in 2019 and after Congress approved $46 billion in ERA during the pandemic, congressional sponsors have strengthened the legislation by redesigning it as a permanent program rather than a pilot program. They have also incorporated lessons learned and best practices from the Treasury ERA program.

Building on the infrastructure and best practices for emergency rental assistance distribution pioneered during the pandemic, the Emergency Rental Assistance Fund envisioned by these bills would be designed to test, evaluate, and expand proven interventions to help low-income families facing sudden economic shocks remain stably housed.[134] Run as a grant program through the U.S. Department of Housing and Urban Development (HUD), the program would distribute funding to state, local, tribal, and territorial governments, and funds would be used to provide direct financial assistance to help households overcome short-term financial crises impacting their housing stability. Assistance would be targeted to extremely low-income households, who are most at risk of eviction and homelessness following economic shocks. The program would be funded at $3 billion annually and would incorporate best practices developed during the pandemic.

EXPLORE THE USE OF INNOVATIVE MODELS LIKE DIRECT-TO-TENANT PAYMENTS TO SUPPORT RENTERS

Despite Congress providing ERA, many renters faced difficulties accessing assistance. Some renters were not aware of the availability of emergency rental assistance, while others had to navigate overly burdensome documentation requirements or try to work around their landlord's refusal to accept emergency assistance funds.

Providing funding directly to tenants helped decrease these barriers and sped up the delivery of assistance to the lowest-income households, while modeling a new way of delivering assistance not typically seen in other housing assistance programs. Future iterations of emergency rental assistance, including the Emergency Assistance Fund proposed in the "Eviction Crisis Act" and "Stable Families Act," should provide such direct-to-tenant assistance to ensure the fast and equitable distribution of funding.

In addition to creating a permanent federal emergency assistance fund that provides direct-to-tenant payments, Congress should explore innovative methods, like the renters' tax credit proposed in the "Rent Relief Act of 2022" (H.R. 8357), for expanding the availability of direct-to-tenant housing assistance. The renters' tax credit would help bridge the widening gap between incomes and housing costs by providing a refundable tax credit for housing cost-burdened renters – those paying over 30% of their incomes on rent every month. Such a program would also help overcome administrative barriers that often prevent households from accessing rental assistance by providing relief directly to renters and minimizing landlord involvement.

Several jurisdictions across the country are also exploring basic income support to provide low-income households direct assistance to pay for rent and other expenses. For example, the University of Pennsylvania and Philadelphia's Housing Development Corporation will jointly operate a pilot program involving 300 rent-burdened households in public housing. The households will receive cash payments for two to three years in the program to bridge the difference between the cost of their rent and 30% of their income.[135]

ENSURE LONG-TERM AFFORDABILITY FOR THE LOWEST-INCOME RENTERS THROUGH UNIVERSAL VOUCHERS

Nationwide, 8 million of the lowest-income renters pay at least half of their income on rent, leaving them without the resources they need to make ends meet. Despite the clear need, only one in four eligible households receive any help, and some households spend years on waitlists due to inadequate funding by Congress.[136] If universal housing assistance had been in place during the pandemic, more could have been done to protect the lowest-income renters from housing instability, eviction, and homelessness.

Making rental assistance available to all eligible households is central to any successful strategy to solve the housing crisis. As mentioned above, a growing body of research finds that rental assistance can improve health and educational outcomes, increase children's ability to thrive, and advance racial equity.[137] To ensure that everyone has a stable, accessible, and affordable home, Congress should expand rental assistance to make it universally available to all households in need.[138] In particular, Congress should significantly expand and guarantee funding for Housing Choice Vouchers and establish a renters' tax credit, as discussed above. Rental assistance is a critical tool for helping the lowest-income people afford decent, stable, accessible housing, and the Housing Choice Voucher program has a proven track record of reducing homelessness and housing poverty.[139] Congress must ensure that housing resources – like other programs making up our nation's social safety net – automatically receive full funding each year to cover the needs of all eligible households.

Households receiving rental assistance have tools to help address fluctuations in income, including during a crisis. Households can also recertify their incomes to redetermine the rent contributions owed by tenants. Expanding rental assistance can help reduce the amount of funds needed for emergency rental assistance and ensure greater housing stability.

Congress should enact both the "Ending Homelessness Act" (H.R. 4496) introduced by Representatives Maxine Waters (D-CA), Emanuel Cleaver (D-MO), and Ritchie Torres (D-NY), and the "Family Stability and Opportunity Vouchers Act" (S.1991) introduced by Senators Chris Van Hollen (D-MD) and Todd Young (R-IN). The "Ending Homelessness Act" would ensure universal rental assistance for every eligible household, increase the supply of affordable housing, and enact other critical measures to end homelessness, while the "Family Stability and Opportunity Vouchers Act" would provide 500,000 new housing vouchers and counseling services to help families with children move to communities of their choice.

PRESERVE AND INCREASE THE SUPPLY OF HOUSING AFFORDABLE TO THE LOWEST-INCOME RENTERS

There is currently a national shortage of 7 million homes affordable and available to the lowest-income renters.[140] For every 10 of the lowest-income renter households, there are fewer than four homes affordable and available to them. The private sector cannot on its own build and maintain homes affordable to the lowest-income renters without federal support. Zoning and land use reforms at the local level are needed to increase the supply of housing generally, and federal investments are needed to build and preserve decent homes affordable to the extremely low-income tenants.

To increase and preserve the supply of affordable rental homes, Congress must expand funding for the national Housing Trust Fund to at least $40 billion annually to build and preserve homes affordable to people with the lowest incomes; provide at least $70 billion to preserve and rehabilitate our nation's public housing infrastructure, make energy-efficient upgrades, and guarantee full funding for public housing in the future; and use federal transportation investments to require inclusive zoning and land use reforms to reverse residential segregation and increase the supply of affordable and accessible homes.[141]

Congress should also enact the "American Housing and Economic Mobility Act" (S.1368/ H.R. 2768) introduced in their respective chambers by Senator Elizabeth Warren (D-MA) and Representative Emanuel Cleaver (D-MO). The bill would address the shortage of affordable rental homes for people with the lowest incomes through a robust investment of nearly $45 billion annually in the national Housing Trust Fund. The bill also includes resources to repair public housing, build or rehabilitate housing in tribal and Native Hawaiian communities, and create and preserve affordable homes in rural areas.

The targeted housing investments that were included in the House-passed "Build Back Better Act" would also directly address the severe shortage of rental homes affordable to people with the lowest incomes by preserving the nation's public housing and building new affordable housing through the national Housing Trust Fund.[142] The bill provided $65 billion to preserve public housing for future generations and to protect the health and safety of its 2.5 million residents. The Build Back Better Act also included $15 billion to build and preserve more than 150,000 homes for people with the greatest needs through the national Housing Trust Fund.[143] The historic investments included in the Build Back Better Act are still critically needed and long overdue after decades of federal disinvestment in affordable housing. By failing to include the Build Back Better Act's significant affordable housing investments in the reconciliation package passed earlier this year, Congress missed a once-in-a-generation opportunity to help end homelessness in America, repair public housing, and pave the path to universal rental assistance for everyone in need.

ENACT TENANT PROTECTIONS AT THE STATE, LOCAL, AND FEDERAL LEVELS

The COVID-19 pandemic made manifest the close links between housing and individual and public health, as millions of renters – predominantly people of color – struggled to remain safely and stably housed throughout the public health crisis. To mitigate the spread of COVID-19 and keep people in their homes, the Centers for Disease Control and Prevention (CDC) issued a nationwide eviction moratorium in September 2020. Following the federal government's lead, state and local jurisdictions

across the country recognized the crucial role protections play in preventing evictions and ensuring housing stability for the most marginalized households by enacting numerous tenant protection measures.

The ERASE State and Local Tenant Protections Database provides information about those protections passed or implemented since January 2021 that have helped prevent evictions and keep renters stably housed during the COVID-19 pandemic. The database includes information about the jurisdictions enacting protections, the implementing authorities, the status of protections, brief descriptions of these protections, and links to more information on both short-term protections directly related to emergency rental assistance and long-term tenant protections intended to outlast the pandemic.

As noted above, in 2021 alone, states and localities passed or implemented over 130 new laws or policies to protect tenants from eviction and keep them stably housed. To date, more than 150 state and local laws have been passed to support tenants' rights and housing stability. These tenant protections can be separated into five categories: (1) state and local eviction moratoriums; (2) pauses on the eviction process to allow for ERA processing; (3) mandates that require landlords to apply for or share information on ERA before filing an eviction and that limit tenant fees; (4) increases to tenant representation during the eviction process; and (5) protections that reduce discrimination and promote housing stability.[144]

The pandemic highlighted the need for additional tenant protections but also presented opportunities to learn how existing protections can be strengthened and expanded in the future. Emergency rental assistance and the short-term tenant protections tied to ERA will eventually expire, but long-term tenant protections, like source-of-income discrimination laws, right to counsel, and sealed eviction legislation, will outlast the pandemic and can guide housing advocates and policymakers looking to pass similar protections in their own jurisdictions.

NLIHC recommends the following actions at the state and local levels to protect tenants, prevent evictions, and support long-term housing stability:

- State and local governments should make permanent those ERA-era tenant protections enacted during the pandemic and continue to pass tenant protections focused on all stages of the eviction process to advance housing as a human right.
- States and localities must assess their tenant-protection laws and programs to ensure maximum effectiveness in preventing evictions, from improving enforcement of source-of-income discrimination laws to adequately funding right-to-counsel programs.
- ERA programs, states, and local courts should develop collaborative partnerships to ensure the successful implementation and enforcement of tenant protections at all stages of the eviction process.
- State and local courts should centralize eviction filing and outcome data for facilitating access to ERA to those in need, enforce existing tenant protections, and track housing stability outcomes for tenants who may have been evicted.
- Long-term federal tenant protections, such as a Tenant's Bill of Rights, source-of-income discrimination laws, "just cause" eviction standards, right to counsel, and sealed eviction legislation, are needed to ensure that all renters – across all jurisdictions – share a basic level of protection.

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Looking for more information?

- For more information on emergency rental assistance, please visit the ERASE website
- If you have a question, please contact the ERASE team at eraseproject@nlihc.org

NATIONAL LOW INCOME HOUSING COALITION

ABOUT NLIHC

The National Low Income Housing Coalition is dedicated to achieving racially and socially equitable public policy that ensures people with the lowest incomes have quality homes that are accessible and affordable in communities of their choice.

National Low Income Housing Coalition
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EXHIBIT N

Research Brief | June 2021

Treasury Emergency Rental Assistance Programs in 2021: Analysis of a National Survey

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Executive Summary

In 2020, in response to the COVID-19 pandemic and its economic fallout, many jurisdictions created or expanded emergency rental assistance programs to stem evictions and keep renters in their homes. We first surveyed 220 programs in the fall of that year and released a series of reports about the design, implementation, and performance of these programs. In late December 2020, Congress appropriated $25 billion for a Treasury Emergency Rental Assistance (ERA) Program to further support struggling renters. To analyze these programs, we are again conducting ongoing surveys of rental assistance program administrators. This report represents the first of several survey analyses and captures the earliest programs launched using ERA funding.

Our April 2021 survey received responses for 64 of the 140 ERA programs that had launched by April 8. Many respondents indicated that their programs were still in the early stages of implementation; thus, this report focuses on program design, as opposed to program implementation or outcomes.

The April 2021 ERA program survey responses are analyzed on their own and in the context of the overall landscape of such programs around the country. Select results from the survey are compared to the National Low Income Housing Coalition's (NLIHC) Treasury Emergency Rental Assistance Dashboard, a comprehensive database of ERA programs and of the key design and implementation features that enable them to serve the most marginalized renters in need of housing assistance. NLIHC populates the database from public information shared on each program's website, supplemented in some cases by communication with program administrators themselves. Since NLIHC's ERA database included information for 140 programs at the time of the survey's launch, the survey response rate was approximately 46%. By May 12, when our comparative analysis was conducted, the database had expanded to include 340 programs.

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Key Program Design Features, Challenges, and Changes

Respondents to the survey described elements of their ERA program design related to recipient eligibility, landlord and tenant participation requirements, documentation criteria, and efforts to prioritize and reach vulnerable groups. They also indicated challenges in implementation. Key trends from the survey responses, as well as differences and similarities to programs' public-facing documents in the NLIHC database, include:

Rental Assistance Recipients

- Surveyed programs overwhelmingly provided the rental subsidy directly to landlords, while 69% of programs allowed the subsidy to flow to tenants if the landlord chose not to participate.
- The NLIHC database, as of May 12, indicates an even lower share of programs (39%) allowed direct-to-tenant payments in the event of landlord non-participation. This suggests that some programs that allow for direct-to-tenant payments were not clearly communicating their program parameters in public-facing documents.

Lowering Barriers via Self-Attestation

- All respondents indicated that they allowed self-attestation of COVID-19 hardship and many allowed for the self-attestation of income, which represents a significant shift in program design from 2020 and lowers the barriers for vulnerable populations to participate.
- However, cross-referencing these programs with the public-facing information gathered in the NLIHC database indicates that not all programs were clearly communicating self-attestation as an option to potential applicants.

Equity and Outreach

- More than half (59%) of programs indicated they aimed to advance racial equity in their programs. Of programs aiming to advance racial equity, all targeted outreach to disadvantaged groups and communities. Another 83% collected racial and ethnic data on applicants to better inform program design.

Implementation Challenges

- Program administrators identified the staff capacity to screen and administer ERA programs (60%) and the ability to scale technical capacity (49%) as significant challenges.
- They also identified tenant responsiveness (56%) and landlord responsiveness (44%) as common challenges.

Changes since 2020

- Most (80%) of the programs surveyed represented a second, third, or fourth round of emergency rental assistance since the onset of COVID-19 in a given jurisdiction. Almost all administrators of these programs had seen total program funding increase since previous iterations as a result of the Treasury ERA program, usually resulting in a higher maximum subsidy per household and a significantly longer duration of assistance. A majority of programs also changed the applicant eligibility structure (70%), application process (60%), and outreach efforts (55%) from previous iterations.
- ERA programs that had undergone more iterations since the beginning of the pandemic tended to require less landlord documentation, had less stringent tenant requirements, and reported fewer concerns with fraud.

Introduction

Policy Context

In response to COVID-19 and its economic fallout, many cities and states created or expanded emergency rental assistance programs in 2020 with their CARES Act, state and local, and philanthropic funds to support renters impacted by the pandemic. However, the need for assistance continued to grow as the pandemic wore on. The Consolidated Appropriations Act of 2021 included $25 billion in urgently needed emergency rental assistance for tenants with low incomes, establishing the U.S. Treasury Department's Emergency Rental Assistance (ERA) Program. Grantees of the ERA Program include 50 states; Washington, D.C.; 382 local jurisdictions with populations over 200,000; five territories; 301 tribal governments and tribally designated housing entities; and the Department of Hawaiian Home Lands. The American Rescue Plan Act, enacted in late March 2021, provided an additional $21.55 billion for emergency rental assistance for a grand total of $46.55 billion in emergency rental assistance.

At the time of this survey, which was open April 1 through April 30, funding from the American Rescue Plan Act had just been passed but funds had not yet been distributed to grantees. This section will thus focus on the requirements associated with Treasury ERA funding from the Consolidated Appropriations Act of 2021, or ERA1, rather than those associated with Treasury ERA funding from the American Rescue Plan Act, or ERA2.

The statute outlines several requirements and program parameters for program administrators to follow. A household is eligible for ERA1 funds if (1) the household's income is below 80% of the area median income (AMI); (2) one or more individuals has qualified for unemployment benefits or can attest to experiencing a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the pandemic; and (3) the household can demonstrate a risk of experiencing homelessness or housing instability. Programs must further prioritize households with incomes below 50% of the AMI or households with individuals who are unemployed and have been unemployed for 90 days. Grantees using ERA1 can provide assistance to a household for a maximum of 12 months, and an additional three months if necessary to ensure housing stability. Grantees can only provide forward rent to households for three months at a time and need households to apply again or re-certify for additional assistance with future rent. If a household has rental arrears, grantees must reduce a household's arrears in order to pay forward rent. ERA1 program administrators likely follow these parameters exactly, or very closely, in designing their eligibility criteria and determining maximum length of assistance.

The statute also dictates several key budgetary benchmarks and timelines. Grantees must use at least 90% of funds to provide financial assistance to households, including back and forward rent and utility payments and other housing expenses, and can use up to 10% of funds for housing stability services. Up to 10% of a program's total funding can go towards administrative costs. Beginning on September 30, 2021, the U.S. Treasury Department may recapture excess funds that grantees have not yet obligated; grantees that have obligated at least 65% of their ERA1 funds may be eligible to receive additional funds. As of June 18, 2021, the U.S. Treasury Department has not yet clarified whether "obligated" means funding is spent, committed, or allocated.[1]

The U.S. Treasury Department has released guidance on ERA1 funding five times since funding was initially distributed to grantees (on January 19, February 22, March 16, March 26, and May 7). The initial guidance on January 19 established under the Trump administration and the revised guidance on February 22 established under the Biden administration provide substantially different sets of rules and suggestions on how programs can determine household eligibility and when programs can offer assistance directly to tenants. Allowing for flexible documentation and self-

[1] *Note that the American Rescue Plan Act has extended the deadline for grantees to spend the initial $25 billion tranche of ERA1 funds to September 30, 2022.*

attestation are primary strategies to increase tenant take-up. However, initial guidance provided on January 19 required programs to acquire source documentation of a household's income and source documentation, in addition to self-attestation of COVID-19 hardship. Subsequent guidance on February 22 rescinded guidance from the previous administration and significantly expanded how programs can determine household eligibility, including the ability to accept self-attestation alone for income, housing stability, COVID-19 hardship, and the amount of back rent owed (provided that certain safeguards are met).

Introduction to 2021 Emergency Rental Assistance Programs

As of May 12, the National Low Income Housing Coalition (NLIHC) was tracking 340 emergency rental assistance programs funded by the U.S. Treasury Department's ERA Program; this number has since continued to grow and now exceeds 400. NLIHC's ERA Database and Dashboard contains various elements of programs' design and implementation, including eligibility criteria, prioritization of applicants, and payment distribution methods. NLIHC collects these data from documents readily available on individual programs' websites, and at times from direct communication with program administrators. Programs may lack readily available data for certain categories; thus, many of the following percentages are based on the subset of programs with known information and not on all programs in the database.

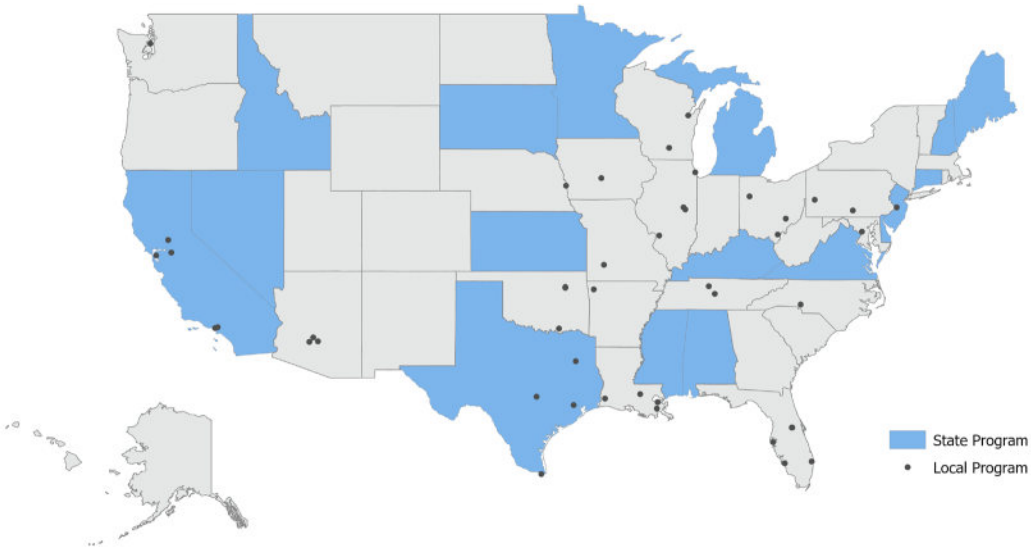
Among the 340 programs captured in the NLIHC's database by mid-May, close to half (48%) were county programs, while 23% were administered by tribal governments, 15% by cities, and 14% by states. Most programs (91%) used a first come, first served selection method. A majority of programs (79%) allowed for self-attestation of select eligibility requirements, including COVID-19 hardship (71% of programs that allowed any form of self-attestation), income (27%), non-traditional income (39%), and housing instability (20%). While 99% of programs accepted applications from tenants, only 39% of programs allowed for assistance to go directly to the tenant in the event of landlord non-participation.

Our survey of 2021 emergency rental assistance programs, which was open April 1 through April 30, was distributed to the subset of 140 programs that NLIHC determined had already launched by April 8. A total of 64 programs responded, representing a response rate of approximately 46%. The survey data represent "early implementers" that were able to launch a program within two months of the Treasury publishing initial guidance for the use of ERA funds, on January 19. Many of the programs that participated in the survey had only recently launched. This is reflected in the fact that the median program reporting any application and outcome data had received only 38% of the applications it expected to receive and had served 2% of the households it expected to serve. The early date of the survey also means that respondents may still have been working to incorporate updated Treasury guidance from March 16 and 26 into their policies and procedures. Our ongoing surveys will aid in understanding whether and how programs change over time.

Program Administrator and Jurisdiction Served

The survey collected responses from program administrators, 69% of whom represented a government agency, 27% of whom represented a nonprofit organization, and 5% of whom belonged to another entity (for instance, a tribal nation or a public corporation). Their programs served a variety of jurisdiction types across the U.S. (Figure 01 on the following page). About half (53%) were local programs serving a city, county, region, or territory. Just under a third (28%) were statewide programs. Finally, 19% of survey responses came from local administrators for state-level programs. This means that the survey sample is somewhat skewed toward statewide programs. As of May 12, only 14% of programs in the full NLIHC database were classified as statewide.

Figure 01. Rental Assistance Programs Surveyed



The survey sample includes both very large programs like the State of California's ($1.6 billion) and the State of Texas' ($1.2 billion) and relatively small ones like Washington County, Arkansas ($1.5 million). Total funding by program jurisdiction is shown in Table 01. The average program funding across the sample is $143 million (N = 56.)[2] This is higher than the average across all programs tracked in the NLIHC database ($65.3 million), likely because the database includes a much larger group of smaller tribal and territorial programs.

Most (80%) of the respondents to the survey indicated that their current program represented a second, third, or fourth iteration of their emergency rental assistance program since the onset of COVID-19 (N = 49). Some of the ways that programs have evolved since earlier iterations are discussed later in this report.

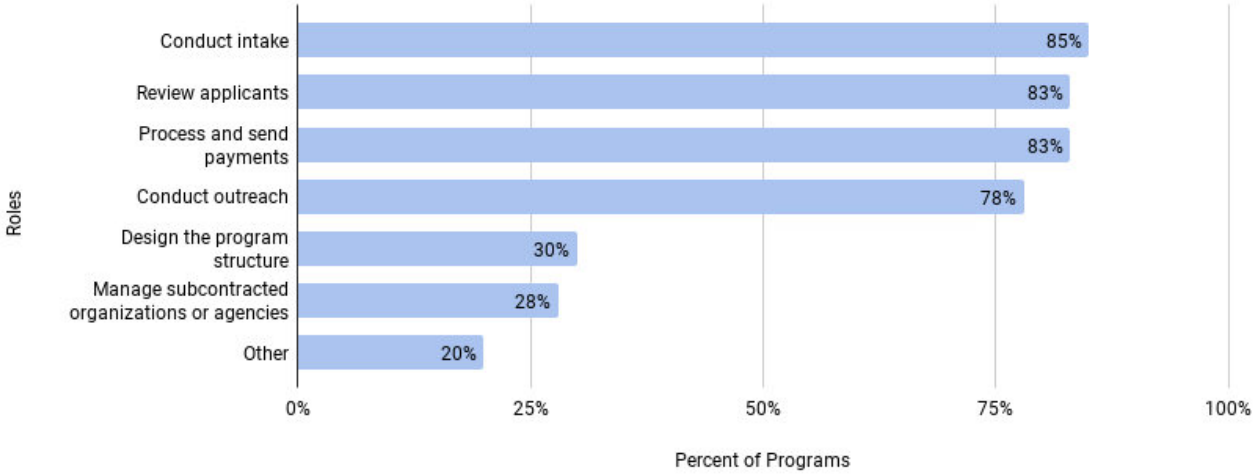
ERA programs are frequently the result of collaboration among multiple entities. Only 27% of respondents indicated that the latest iteration of their program was not the result of formal coordination with another jurisdiction or agency and all had incorporated input from other entities such as another government agency, an educational institution or consultant, or from residents via a public hearing. Further, while the lead implementer was usually a city, county, or state agency (70% of respondents), 72% of programs relied on nonprofit organizations for some aspect of implementation, most frequently to conduct applicant intake, review applicants, process and send payments, and conduct outreach. Programs less commonly relied on nonprofit organizations for program design (Figure 02 on the following page).

Table 01. Total Funding Amount by Jurisdiction

Jurisdiction	Mean	Median
A city or locality (N=12)	$55,465,723	$22,524,148
A county (N=18)	$32,343,892	$25,750,000
A region (N=7)	$10,814,286	$12,700,000
A state (N=17)	$391,065,731	$208,000,000
A tribal nation or territory (N=2)	$23,800,474	N/A

[2] *Not every survey participant responded to every question in the survey. Thus, for specific responses, we note the N, or the number of respondents. In this case, N = 56 because 56 program administrators provided information about the total program funding. One city, five counties, one region, and one state did not provide funding information.*

Figure 02. Roles of Nonprofit Partner

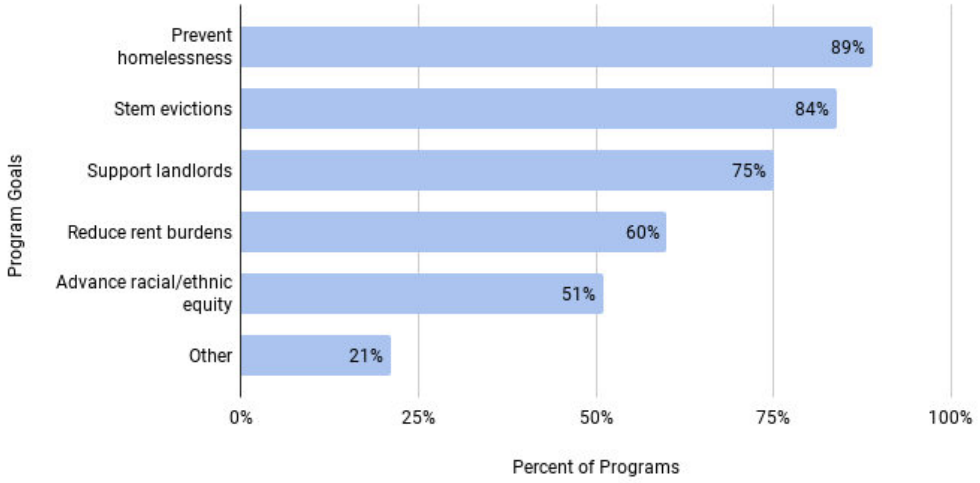


Program Goals and Assistance Type

When asked to identify their ERA program's goals, survey respondents most commonly chose homelessness prevention (89%), followed by stemming evictions, supporting landlords, reducing rent burdens, and advancing racial/ethnic equity (Figure 03, N = 63). Write-in responses included alleviating poverty; protecting the health of vulnerable populations; protecting tenants' rental histories; reducing energy cost burdens; and supporting the internet connectivity required for work, education, telehealth, and to obtain public benefits.

In contrast to past iterations of emergency rental assistance programs, almost all of those surveyed (98%, N = 57) provided a subsidy whose depth varied according to the applicants' needs, rather than a uniform payment (2%). Few programs set any cap on the dollar amount of assistance a household could receive; instead, they set a maximum number of months the subsidy could cover—usually 12 to 15 months (71% of all programs). The focus was on rent arrears; nearly all programs for which subsidy duration was specified in the survey (N = 57) covered more than six months of arrears (96%), but most covered only three months of forward rent (67%). The 29% of programs offering six or more months of forward rent were required to re-certify tenants' eligibility after the initial three months of assistance under ERA legislation. While all of the programs that listed their funding sources (N = 57) relied on Treasury ERA funds, relatively few combined this funding with other sources such as CARES Act funds (18%), other federal funds (9%), local funds (11%), or philanthropic contributions (7%).

Figure 03. Goals of Rental Assistance Programs



Most programs paired rental assistance with other forms of financial assistance, including utility assistance (84%) and relocation assistance (25%). A majority (58%) also paired this subsidy with other services, including legal assistance, rapid rehousing support, food assistance, and case management (Figure 04).

Program Status and Expectations

As mentioned previously, many of the programs captured in the survey had launched only recently; in fact, 5% were still on the verge of launching, or had launched but were not yet accepting applications (N = 59). Most launched in March or April (67%); only 5% had launched in January and 28% in February 2021. The median program had spent only 2.5% of its funding (N = 41). Nevertheless, 81% of programs indicated that they were already sending out payments and the average program had already served 1,230 households.

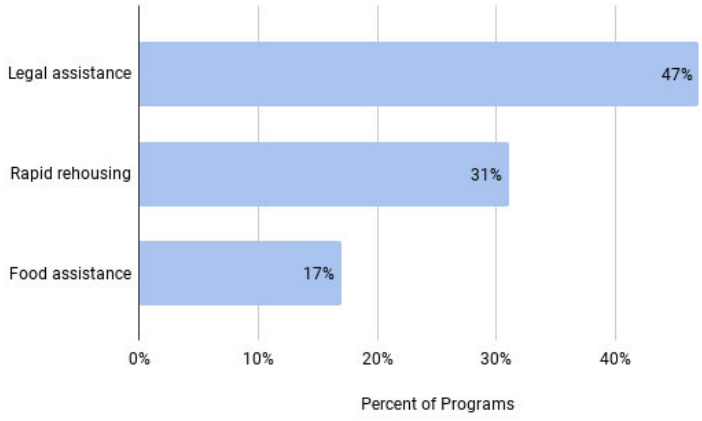
Because programs differed so much in scale, there was a wide variation in expectations for the number of applicants (from only 480 to 900,000) and in the expected number of households that would be served (from 313 to 400,000). The median program expected 8,500 applicants and expected to serve 7,000 households with their current funding sources (N = 49).

Key Features of 2021 Emergency Rental Assistance Programs

One of the central challenges of emergency rental assistance programs is to quickly provide assistance to tenants and landlords, but at the same time to ensure that those who receive this assistance are those who need it most. Our 2020 survey of emergency rental assistance programs suggested that overly stringent eligibility criteria and documentation requirements contributed to difficulty distributing rental assistance funds. A second report based on case studies of 15 programs captured administrators' responses to these challenges, which included reducing documentation requirements, providing greater support to applicants, streamlining the application process, and building partnerships with community-based nonprofits to target assistance to especially vulnerable groups.

The evolution of Treasury guidance reflects these shifts toward reducing application burdens. Guidance released in February allowed for the use of self-attestation for income, housing stability, COVID-19 hardship, and the amount of back rent owed (provided that certain safeguards are met); it also allowed programs to rely on income eligibility verified through other federal programs. The most recent guidance, issued in May 2021, strongly discourages ERA programs from imposing burdensome documentation requirements and additionally allows for the use of fact-specific proxies to determine income. It also prohibits the exclusion of federally assisted households from eligibility in ERA2 and states that excluding these households may violate civil rights laws. Finally, it requires ERA2 programs to offer direct assistance to tenants when their landlords choose not to participate and allows ERA2 programs to offer assistance directly to tenants without first seeking the cooperation of landlords. The most recent guidance substantially lowers the barriers to tenants in need of rental assistance. However, this guidance was released after respondents completed the April 2021 ERA survey; programs may have adjusted their parameters since this survey was conducted.

Figure 04. Services Paired with Rental Assistance



Despite substantial changes since the earliest iterations of COVID-19 rental assistance programs, our survey data indicate that many programs launched in early 2021 continued to implement documentation requirements that potentially exclude vulnerable households, did not offer a direct-to-tenant assistance, and failed to publicly make known opportunities for either direct-to-tenant assistance or self-attestation. This lack of adjustment may be linked to persistent concerns about fraud; programs that cited more concerns about fraud were less likely to allow a direct-to-tenant option, and more likely to require documentation such as a current lease, a driver's license, a birth certificate, or a rent ledger. Survey results also show that programs that underwent more iterations since the onset of COVID-19 tended to require less documentation and were more likely to allow a direct-to-tenant option, indicating that greater experience may abate concerns about fraud—or allow programs to develop strategies that mitigate fraud without overly burdening applicants.

This section explores key features of 2021 emergency rental assistance programs related to prioritizing vulnerable populations, verifying eligibility, and ensuring that tenants receive the assistance they need.

Who is Eligible for Assistance?

Treasury ERA funding is restricted to households with incomes at or below 80% of area median income (AMI) that have experienced financial hardship due to COVID-19 and are at risk of homelessness or housing instability. As such, it is no surprise that nearly 100% of programs surveyed incorporated all three of these criteria in determining tenant eligibility (Figure 05, N = 54). A minority of programs (less than 10%) restricted income to a lower threshold, either 50 or 60% of AMI. A relatively small share of programs imposed additional criteria; it is nevertheless troubling that 11% required that tenants not receive other housing subsidies. These provisions may have excluded those living in federally assisted housing, who are among the most financially insecure.[3] In its February 22 guidance, the U.S. Treasury stated that tenants receiving federal housing subsidies are eligible to receive ERA; guidance released on May 7 further expressly prohibited programs using ERA2 from excluding tenants receiving federal housing subsidies from emergency rental assistance programs due to disproportionate impacts and potential violation of Title VI of the Civil Rights Act. Also troubling is the fact that 11% of programs required that tenants

[3] *According to HUD's Picture of Subsidized Households, households with Housing Choice Vouchers have an average household income of $15,202; public housing residents have an average household income of $15,521; and households living in homes with project-based rental assistance have an average household income of $13,279.*

Figure 05. Tenant Eligibility Criteria

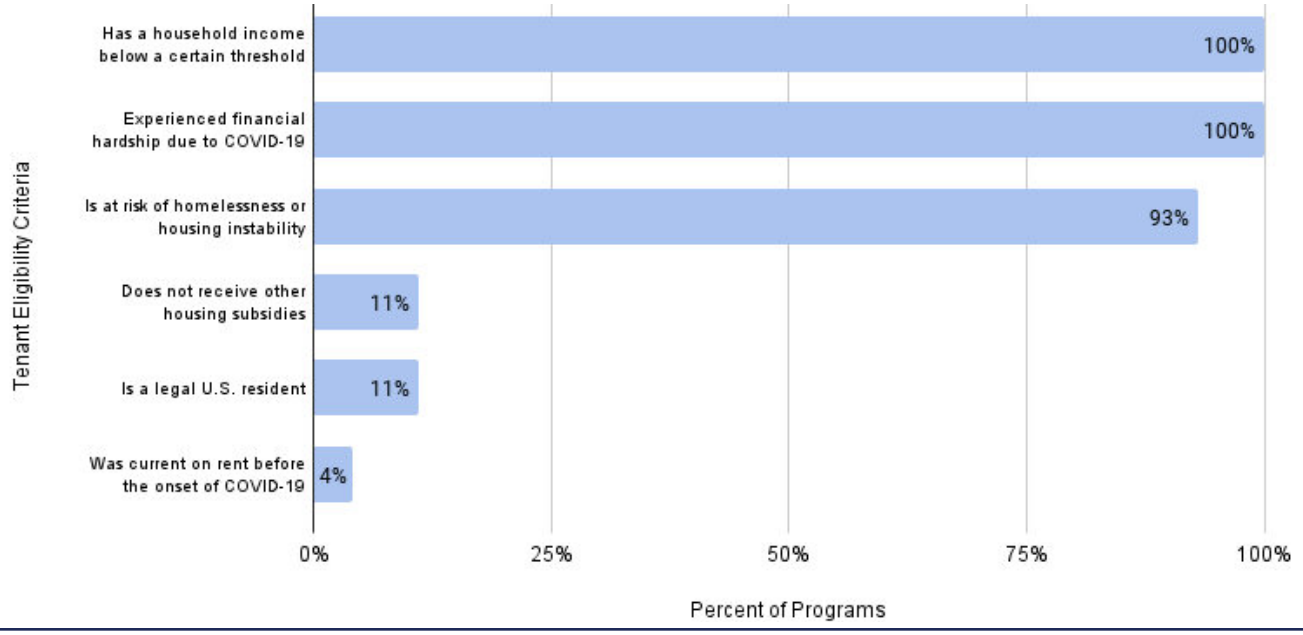
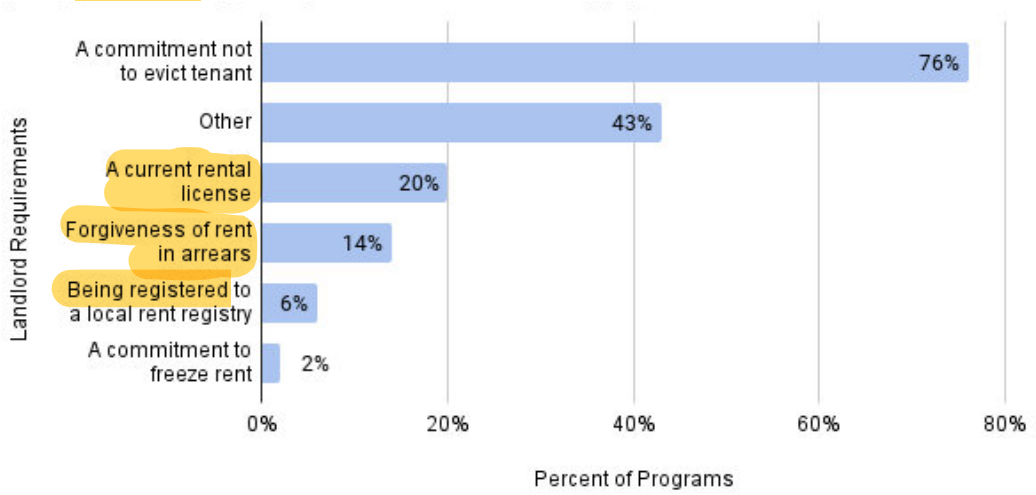


Figure 06. Landlord Requirements



be legal U.S. residents. Programs requiring tenants to be legal U.S. residents excludes undocumented residents and mixed-status households, which are particularly vulnerable to housing discrimination and exploitation.[4] Other eligibility criteria included requiring households to have been current on rent before the onset of COVID-19 (4% of programs).

Although almost all programs in the survey sample restricted eligibility to households at risk of housing instability (93%, N = 54), they varied in how they allowed tenants to demonstrate this risk. Nearly all survey participants considered past due rent or a notice of eviction as evidence of housing instability (96% and 88% of programs, respectively), while some programs also considered housing cost burden (26%) or severe housing cost burden (34%), previous experiences of homelessness or eviction (26%), or overcrowding (20%, N = 50).

Our 2021 survey shows that the majority (76%) of those responding to a survey question about landlord requirements (N = 49) required a commitment not to evict the participating tenant, but most required this only for the months for which assistance was provided (58%), and only one program reported requiring participating landlords to suspend eviction for more than three months following the end of the assistance. Small shares of programs required forgiveness of a portion of past due rent (14%). A fifth of programs restricted participation to landlords with a current rental license and a small share (6%) required that they be registered in the local rental registry (Figure 06).

How Do Tenants and Landlords Apply?

The application process may further constrain the ability of tenants to receive assistance. Most programs required tenants to document their income (96%, N = 53) and provide proof of COVID-19-related financial hardship (75%). Many also required a current lease (74%), which has the potential to exclude tenants in informal tenure situations, or whose leases have expired, and who may be at high risk for eviction. Most programs required documentation of housing instability (68%) and either a driver's license or state I.D. (66%). A significant minority—26% of those responding to this question in the survey—required tenants to submit their social security number, which effectively excludes undocumented residents, even though only 11% of programs cited legal residency as an eligibility criterion. Three programs required a birth certificate (Figure 07).

[4] *The Federal Fair Housing Act makes it illegal to discriminate against households based on their national origin or immigration status, but fear of the legal system results in many undocumented persons failing to pursue fair housing actions.*

Both the type and the volume of documentation required can discourage the most vulnerable applicants, who may not have time to gather numerous forms and certificates or have access to these documents because of less formal tenure and banking situations, cash incomes, and income volatility. We developed a weighted "tenant documentation score" that gave more points to programs with more documentation requirements.[5] Local programs tended to score highest on this score, while statewide programs were more lenient. Local programs also expressed concerns about more kinds of fraud (including applicants submitting false information or duplicate applications, applying to multiple programs, or violating the terms of the subsidy). Further analysis shows that programs with greater fraud concerns were more likely to require a current lease, a driver's license, and a birth certificate than programs expressing fewer concerns about fraud. A larger number of program iterations since the onset of the pandemic, meanwhile, was correlated with lower fraud concerns and a lower tenant documentation score.

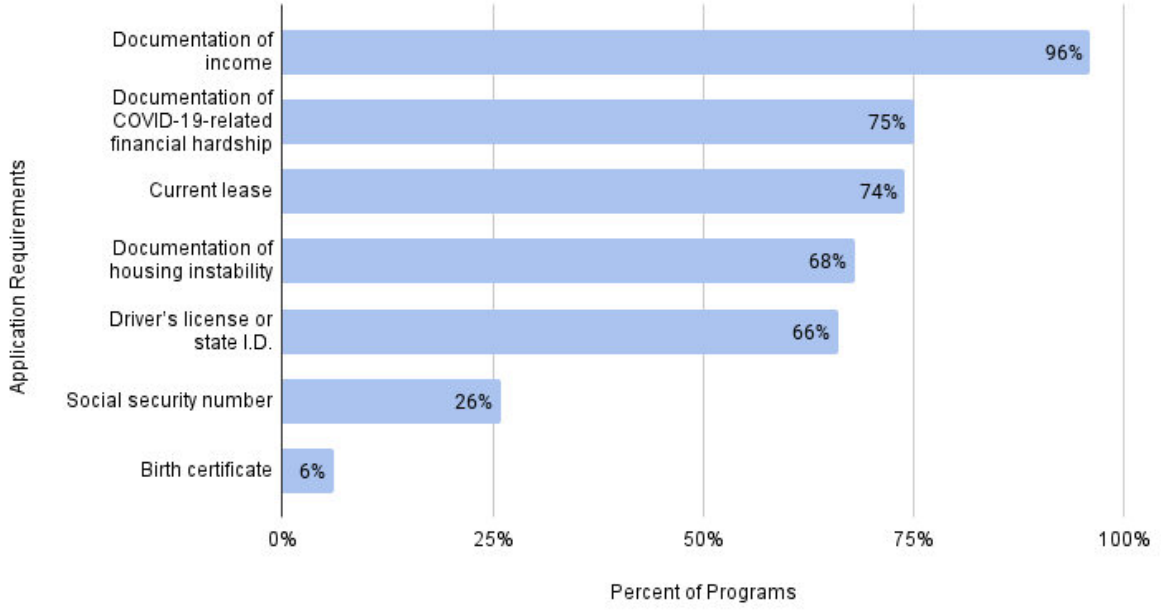
One way to mitigate application barriers is to allow self-attestation—i.e., accept a signed statement of eligibility, rather than requiring documentary evidence. All program administrators responding to questions on this topic (N = 51) indicated that they allowed self-attestation of COVID-19 hardship, which represents a significant shift in program design from 2020, when many programs required proof of employment termination, medical bills, a documented decrease in income, or other evidence of hardship. A majority of programs also allowed self-attestation of income (75%), that they had not received other rental assistance (55%), and of housing instability (51%).[6] Fewer allowed self-attestation of tenancy in the absence of a current lease (43%) or rental arrears (25%). Analysis shows that statewide programs tended to allow self-attestation for more items than local or locally implemented programs.

Whereas 100% of programs captured in the survey reportedly allowed some form of self-attestation, only 79% of programs in NLIHC's database as of May 12 for which information on self-attestation was publicly available (N = 183) are classified as allowing self-

[5] *To calculate the "tenant documentation score," a point is given for each item of documentation required from the tenant and increased to two points if the requirement goes beyond Treasury guidance.*

[6] *Note that many of the same programs that required a certain form of documentation noted that they allow self-attestation for that item; possibly they allow only some applicants to forgo documentation requirements. For example, of the 50 programs that required income documentation according to their survey responses, 37 also allowed self-attestation of income. It may be that these programs offered self-attestation of income as an option for applicants with cash income or zero income.*

Figure 07. Tenant Documentation Requirements



attestation. Further, of the 59 programs in the survey sample with a direct match in the NLIHC database, 31 (53%) indicated in their survey response that self-attestation is allowed for one or more items, but they are not listed as allowing self-attestation in the database. This probably reflects some programs' decisions to allow self-attestation in certain instances (e.g., for tenants with zero or cash income) while not making it clear to the larger pool of potential applicants that this option exists. Some of the discrepancy may also stem from the fact that the survey included more potential categories for self-attestation than the NLIHC database did.

The survey also asked about the kinds of documentation ERA programs require landlords to submit. The most common response was a W-9 tax form (92% of respondents, N = 52) and a current lease (85%). Half of the programs required a tenant rent ledger in order to document arrears. Some programs also required proof of rent owed, a rental license, government-issued identification, direct deposit information, or signed affirmations that landlords would not evict participating tenants. The survey results suggest that statewide ERA programs required more landlord documentation, with an average score of 1.80, than local or locally administered state programs, with average scores of 1.55 and 1.38, respectively.[7] This may be linked to the fact that ERA programs that have undergone more iterations since the beginning of the pandemic tend to require less landlord documentation (corr = -.21). Statewide programs tend to have undergone fewer than two iterations, whereas local programs have undergone an average of 2.27, and locally administered state-level programs have undergone an average of 2.5 iterations. Finally, programs listing more fraud concerns were slightly more likely to require a tenant ledger. Many programs' fraud concerns related specifically to landlords; program administrators expressed concern that landlords would force tenants to apply, pose as tenants, submit false information, or act against the tenant's interest after accepting the subsidy on their behalf.

[7] *A program's "landlord documentation score" is the number of documents required.*

Who Receives the Rental Assistance Payment?

As in earlier iterations of rental assistance, ERA programs surveyed in April 2021 usually tried to provide the rental subsidy directly to landlords; in fact, 100% of the survey sample did. Only 69% of programs surveyed allowed assistance to go directly to tenants if the landlord chose not to participate, and three of these programs reduced the amount of the subsidy if it was direct-to-tenant.

As of May 12, an even lower share of programs (39%) in the NLIHC database allowed direct-to-tenant payments in the event of landlord non-participation. Among the 59 programs in the survey sample that have a direct match in the NLIHC database, 18 (31%) have a survey response listing direct-to-tenant assistance as an option but the NLIHC database indicates this was "unknown" based on publicly available information. This discrepancy is potentially problematic. Programs that allow a direct-to-tenant option but do not clearly communicate it to the public may leave tenants vulnerable to landlords who are either non-responsive or who may be unwilling to engage with government programs.

Local ERA programs were more likely (at 65%) to allow a direct-to-tenant option than a statewide program (59%) or a statewide program that was administered at the local level (44%). As stated previously, programs that had undergone more iterations since the onset of COVID-19 were more likely to allow a direct-to-tenant option. About 64% of programs with two or more iterations allowed for a direct-to-tenant option, compared to only 40% of programs operating for the first time. Programs that expressed concerns about more kinds of fraud were slightly less likely to offer a direct-to-tenant option.[8]

Programs that did provide a direct-to-tenant option did not exceed the minimum response time required by Treasury guidance, as of February 22, for determining landlord non-participation. In a select-all question, almost all (97%, N = 31) reported giving landlords ten

[8] *Programs that did not offer a direct-to-tenant option had an average "fraud concern score" of 1.62, compared to 1.48 for programs that did offer this option; the difference is not statistically significant.*

days to respond subsequent to at least three attempts to reach them (via email, call, or text message). Most also accepted a written statement from the landlord declining to participate (81%). A smaller share (48%) accepted a failure to respond to written communication within 14 days. Guidance issued on May 7 further reduces the minimum response time required to five calendar days for landlords to respond to at least three attempts by phone, text, or e-mail or to seven calendar days for landlords to respond to written, mailed requests for participation.

How Are Vulnerable Groups Prioritized?

More than half (59%) of administrators responding to the question, "Is the program making efforts to advance racial equity?" (N = 51) said that it was. Of the 30 ERA programs responding in the affirmative, 100% indicated that their program advanced racial equity by targeting outreach to disadvantaged groups or communities, while other common strategies included collecting racial and ethnic data to inform program design, providing additional support to disadvantaged applicants in navigating the application, or otherwise reducing barriers that racial and ethnic minorities are more likely to face (Figure 08).

When selecting which households would receive assistance, prioritization most often occurred on the basis of income (76%) and unemployment (67%), usually either by fast-tracking these households for assistance (47%), weighting them more heavily in the lottery process (27%), or setting aside a certain amount of funding for them (18%). Only about a fifth of all programs used a lottery to select applicants (21%), while the majority used a first-come, first-served approach (64%).[9] In the full NLIHC database, a lottery was even rarer, with only 7% of programs relying on this method, compared to the 91% that selected recipients on a first-come, first-served basis.

A smaller share of programs prioritized households on the basis of demonstrated housing instability, i.e., a notice of eviction, a previous eviction, current or past homelessness, or large rent arrears. In contrast to earlier ERA programs, few 2021 programs prioritized families with children (4%), households with seniors (4%), people with disabilities (4%), or those in high-poverty neighborhoods (2%).

Out of 45 programs responding to the question, "Are/will any of the following populations be the focus of your outreach efforts?" the most common responses included high-poverty communities (82%), racial and ethnic minorities (80%), and immigrant communities

[9] *The number of programs responding to each question about prioritization varied between 49 and 53.*

Figure 08. Programs Advancing Racial Equity

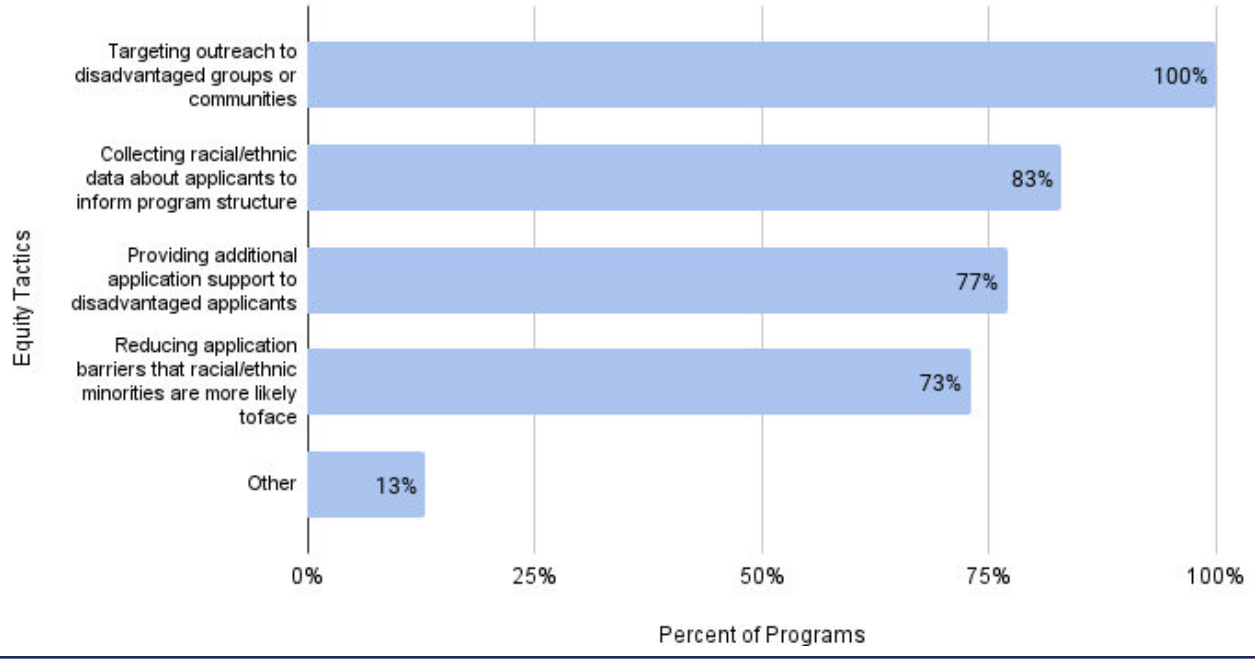
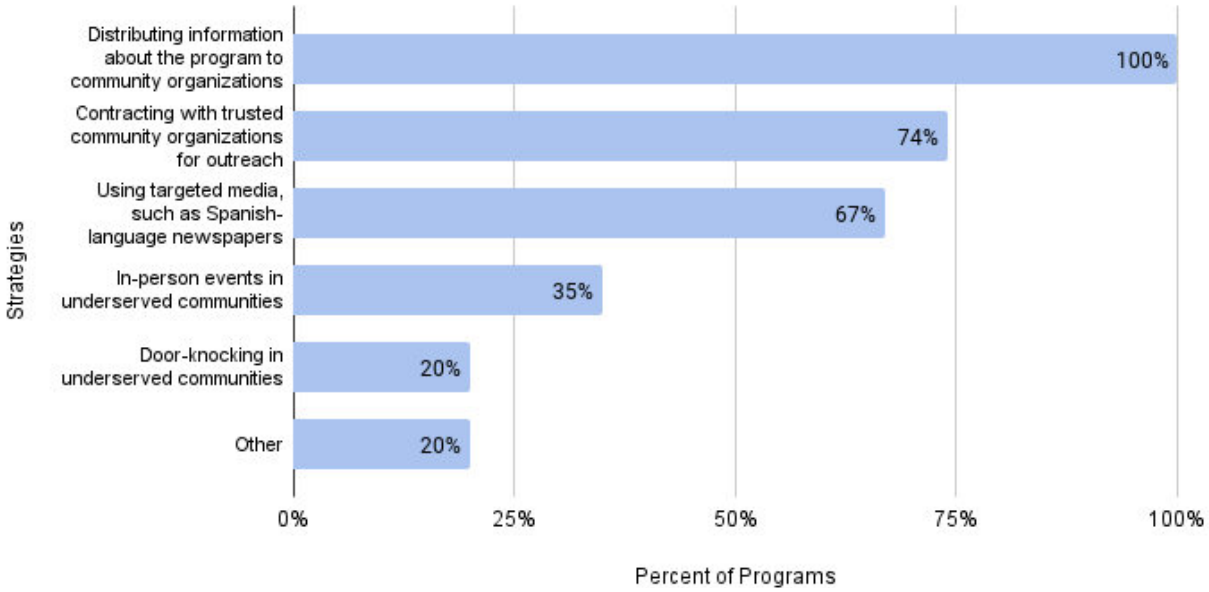


Figure 09. Strategies to Reach Underserved Groups



(73%), with a smaller share focusing on families with children (42%) or other groups (18%) such as the unemployed, veterans, and the elderly. The majority of respondents overall conducted outreach in multiple languages (81%, N = 52).

Of those that indicated they had adopted specific strategies to reach underserved groups (N = 47), 100% partnered with community-based organizations to distribute information about their program and many went further by directly contracting with trusted community organizations for outreach and hosting in-person events or door-knocking in underserved communities. About 67% used targeted media, such as Spanish-language newspapers, to share program information. Some respondents described other innovative strategies, such as circulating a "technology bus" to facilitate applications in communities affected by the digital divide (Figure 09).

Implementation Challenges and Capacity

Staff Capacity

Staff capacity was one of the top challenges in the 2020 survey and remains a key obstacle for programs this year (see Figure 10 on the following page). A full 100% of program administrators who responded to the relevant question (N = 52) added—or expected to add—staff capacity to run the program's current iteration. The most common strategies for increasing staff capacity include hiring temporary staff (88%), reassigning existing staff (67%), and partnering with community-based or nonprofit organizations for specific aspects of program administration (47%). Fewer respondents reported hiring more permanent staff (25%) or bringing on a consultant (20%). This is no doubt linked to limitations on administrative expenses and the non-permanent funding for these programs. The median program allocated 10% of total program funding for administrative costs (N = 44), which is the cap set by the Treasury Department for ERA programs. No program allocated more than 10% of funds to administration, though ten programs allocated between 3.5% and 9.3%.

Despite the many strategies employed, staff capacity remained the most commonly cited challenge among respondents; 60% of programs reported that it was a current issue at the time of their survey response (Figure 10, N = 45). Program administrators commented on challenges filling positions (especially temporary ones) and dealing with staff turnover, training staff, and confronting the overwhelming volume of applications. Funding was insufficient to meet these challenges; the "need far exceeds staff capacity, even hiring the maximum…covered by admin," according to a respondent representing a program where 10% of funds were devoted to administrative costs.

Tenant and Landlord Responsiveness

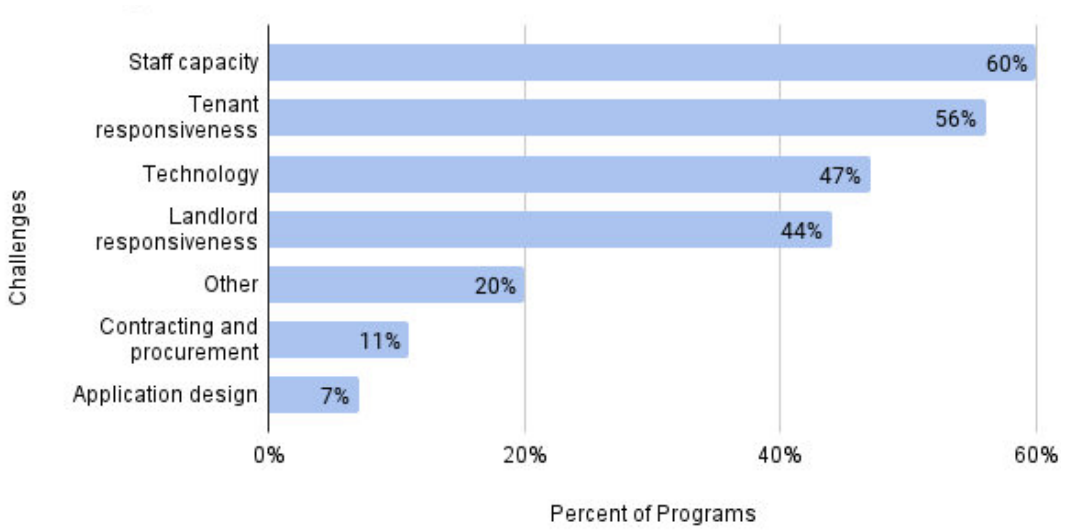
More than half (56%) of programs experienced challenges related to tenant responsiveness. Program administrators noted that it "often requires a lot of follow-up with tenants to obtain proper eligibility documentation [and] some never end up providing documents," that "tenants are hard to reach or uncooperative in some cases," and that some landlords complained their tenants were not coming forward to apply. Surveys of tenant applicants conducted by the Housing Initiative at Penn have shown that many lack consistent internet access, and face other structural barriers to completing applications.[10] Landlord responsiveness was also a challenge, with 44% of respondents indicating it as one of the key issues their program faced. In the words of one administrator, "many landlords are not looking to keep unreliable tenants; some refuse to work with us; [and] others are not willing to renew leases."

Other Challenges

All programs built up additional capacity or infrastructure to administer their Spring 2021 ERA program (N = 51). Over 90% built up their application and review infrastructure, 75% increased their outreach capacity, 67% enhanced their accounting capacity, and 61% expanded their data analysis capacity. To ensure sufficient technological infrastructure to support their program, many programs bought (69%) or built their own technology solutions (50%, N = 42). Five programs also mentioned purchasing hardware, such as new laptops, cell phones, and printers. Among the respondents who elected to build a technology solution to support and administer their program, the most common approach was to build on existing platforms. Lastly, 17% of programs reported sharing technology with other jurisdictions. Despite these investments in technology, almost half of programs called out technology as a current challenge.

[10] *For instance, an ongoing survey of applicants to the City of Los Angeles' ERA program by the Housing Initiative at Penn finds that nearly a fifth of about 4,000 respondents faced challenges completing their application due to lack of internet access; smaller shares faced language barriers or had difficulty gathering required documentation.*

Figure 10. Program Challenges



Data and Tracking

To understand how program administrators are leveraging data to inform current and future iterations of their program, the survey asked respondents whether they would monitor whom the program serves, and how they would do so. Almost all programs (96%, N = 52) confirmed that they were or would be monitoring the populations that they are serving. Of these programs (N = 50), 90% were tracking this data using an internal dashboard. A small share (18%) are publishing their dashboards publicly. Respondents also reported other monitoring methods including gathering reports from implementation agencies (38%), surveying tenants (12%), and surveying landlords (12%).

How Have Emergency Rental Assistance Programs Changed Over Time?

As mentioned previously, many programs in the survey sample (80%, N = 49) represented a second, third, or fourth iteration of emergency rental assistance since the onset of COVID-19, and most programs had evolved in some way from earlier iterations. When asked how their current program differed from previous iterations, a large majority of respondents (N = 40) indicated that total funding had increased (90%). This usually translated into a higher average amount of assistance per household (78%); only one respondent noted a smaller amount of assistance per household. Interestingly, more programs noted that documentation requirements increased (42%) than those that noted documentation requirements decreased (32%). This runs counter to what we might expect based on reported challenges related to tenant and landlord responsiveness, and to earlier findings that some programs successfully addressed these challenges by reducing overly burdensome documentation requirements. Finally, over half of respondents (68%) noted that outreach efforts had changed. About two-thirds of respondents noted that data collected from previous iterations informed their current iteration of the program, and of those respondents, 85% indicated that data informed a more targeted outreach approach.

In 2020, Housing Initiative at Penn, NYU Furman Center, and the NLIHC surveyed 220 programs spanning 40 states and Washington, D.C. The 2020 and 2021 surveys included the same questions regarding program design, iterations, documentation, and eligibility. The 2020 survey has a substantially larger sample size than the 2021 survey (N = 220 versus N = 64), and the 2021 survey captured only "early implementers," i.e., programs that were ready to begin rolling out ERA1 funds shortly after their allocation. Only 17 programs captured in 2020 were re-surveyed in 2021, and in 5 cases the program administrator had changed. These factors render direct comparisons of the two surveys' results problematic. Nevertheless, both survey samples included a broad cross-section of jurisdiction types that are well distributed across the country. We present the following tentative findings with these important caveats in mind.

Comparisons of the aggregate responses to the 2020 and 2021 surveys suggest some important shifts in program design, but equally important are the areas in which anticipated shifts did not occur. In particular, programs did not appear to relax documentation requirements, despite challenges related to incomplete applications cited by many programs in 2020. In late summer and fall of 2020, 182 programs responded to our survey reporting the following requirements for tenants: documentation of income (80%), a current lease (79%), documentation of COVID-19-related income loss (56%) or other hardships (34%), a social security number (41%), or a birth certificate (15%). Only 37% of programs allowed applicants to self-certify COVID-19-related income losses instead of documenting them. By comparison, among the 53 programs responding to questions about documentation in 2021, a higher share (96%) required income documentation; a similar share required a current lease (75%); and lower shares required a social security number (26%) or birth certificate (6%). Among the 17 programs captured in both surveys, 8 indicated that documentation requirements had increased and 7 indicated that they had decreased—nearly an even split.

Yet these figures disguise the fact that a higher share of programs now report allowing self-attestation, at least in some cases, even for documents they indicated they "require." In the 2021 sample, 75% of program administrators said they allow for self-attestation of income; 100% allow self-attestation of COVID-19-related financial hardships, and about half allow tenants to self-attest housing instability. The widespread use of self-attestation likely reduces burdens on those applicants who face the greatest barriers to gathering and submitting documentation.

Landlord documentation requirements, by contrast, may have actually increased since 2020. Our 2020 survey questions related to landlord documentation found that only 13% of programs (N = 152) required landlords to provide a current rental license, and only 5% required them to be registered to a local rent registry. A similar question in our 2021 survey (N = 49) showed that 20% of programs required a current rental license, and 6% required registration to a local rent registry.

Another aspect of emergency rental assistance programs that did not appear to have changed much was whether the assistance is paid directly to tenants or to landlords. At the time of our 2020 survey, nearly every program required that tenants apply for assistance, but over 90% paid the assistance directly to the landlord. Only 12 programs out of 137 provided aid directly to tenants. Early Treasury ERA guidance required that programs attempt to engage landlords before issuing a direct-to-tenant payment, eliminating the option to develop purely tenant-facing programs. But in our smaller 2021 sample, only about 69% of programs allowed the subsidy to flow to tenants when the landlord chose not to participate (three of these programs also reduced the amount of the subsidy if it was direct-to-tenant). In other words, despite the prevalence of challenges related to landlord non-responsiveness, many programs continue to deny tenants assistance when their landlords choose not to engage with rental assistance programs. This may particularly disadvantage those residents in less formal tenure situations, or whose landlords are violating housing quality or other regulations and therefore do not want to submit documentation. It also suggests that tenants are still not trusted to apply their assistance towards their housing costs.

The changes in responses between the two surveys suggest that emergency rental assistance programs have undergone important changes with respect to their emphasis on vulnerable groups. In our 2020 sample, over half of programs (54%, N = 148) indicated that they did not prioritize any group for assistance. This was true for only a small share (4%) of the 2021 sample (N = 51), possibly because the statute requires grantees to prioritize households with incomes below 50% of AMI or to households with members who have been unemployed for at least 90 days. We did not ask about prioritization of disadvantaged groups, or a specific emphasis on racial equity, in our earlier survey. As mentioned previously, over two-thirds of respondents in 2021 (N = 40) indicated that demographic data collected in previous iterations had informed their current program, usually resulting in a more targeted outreach strategy (85%) or new partnerships for implementation (63%), indicating that emphasis on vulnerable populations may have increased from 2020's programs. Some programs indicated that they had learned from their 2020 rental assistance data to adjust application requirements or eligibility, predict funding and staffing needs, and to move away from a first-come, first-served approach in order to focus on priority applicants. This suggests that many programs are now able to use a data-driven approach to ensure that rental assistance reaches those most in need.

Conclusion

This report has captured key characteristics of the earliest ERA implementers. These programs have likely evolved significantly since April, when we conducted our survey, and are likely to continue to do so. Two additional rounds of surveys will help us better understand these changes; they will also explore how program characteristics translate into outcomes, such as the volume of applications received, the number of households served, and the speed with which funding is disbursed.

Additional surveying will also elucidate how continuously evolving U.S. Treasury Department guidance shapes program design. For example, the newest guidance instructs grantees to require landlords not to evict tenants for nonpayment of rent for the period covered by emergency rental assistance as a condition of landlords receiving the funds. The guidance also encourages (but does not require) grantees to extend agreements to suspend evictions for nonpayment of rent past the covered period by 30 to 90 days. Similarly, while grantees are required to offer direct-to-tenant assistance in the event of landlord non-participation when using ERA2, Treasury has emphasized that it prefers programs to offer direct-to-tenant assistance using ERA1 as well. Program design may shift in important ways as administrators incorporate this new guidance.

Findings accumulated across all three survey rounds will provide important lessons for the implementation of ERA2, which has a much longer timeline (funds may be used through September 30, 2025), and for the provision of rental assistance even beyond the pandemic.

ACKNOWLEDGMENTS

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EXHIBIT O

U.S. TREASURY EMERGENCY RENTAL ASSISTANCE: LOUISIANA STATE PROGRAM

PROGRAM GUIDE

Version 3

January 2023

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POLICIES AND PROCEDURES UPDATES

Table 1. Summary of Changes

Version Number	Date	Summary of Changes to Policies and Procedures
1	3/16/21	U.S. Treasury ERA State Program Guide Version 1 Incorporating U.S. Treasury FAQ's 2/22/21 and 3/26/21
2	7/7/21	U.S. Treasury ERA State Program Guide Version 2 Incorporating U.S. Treasury FAQ's 5/7/21 and State policy changes related to late fees, direct payment to tenants, inactive determination, and recertification parameters (pending final approval from State OCD).
3	1/26/23	Include clauses related to Recertification and clarification of the allowability of up to 18 months of total rent.

AUTHORITIES AND REFERENCES

A. Statutory Authorization - Section 501, Division N, of Consolidated Appropriations Act (Pub. L. No. 116-260, Enacted December 27, 2020) - Statutory language accessible at: https://home.treasury.gov/system/files/136/Excerpt_Section-501_PL-115-260.pdf
B. Regulatory Authority – None
C. Alternative Program Guidance – Frequently Asked Questions (FAQs) provided by the US Department of the Treasury. FAQs accessible at:
    a. https://home.treasury.gov/system/files/136/ERA-Frequently-Asked-Questions_Pub-1-19-21.pdf
    b. https://home.treasury.gov/system/files/136/ERA-Frequently-Asked-Questions_Pub-2-22-21.pdf
    c. https://home.treasury.gov/system/files/136/FACT_SHEET-Emergency-Rental-Assistance-Program_May2021.pdf
    d. https://home.treasury.gov/system/files/136/Treasury_Fact_Sheet_6-24-21.pdf
D. Grant Conditions – Provided by US Department of Treasury. Accessible at: https://home.treasury.gov/system/files/136/Emergency-rental-assistance-terms-FINAL.pdf
E. Allocation Information - Provided by US Department of Treasury. Accessible at https://home.treasury.gov/system/files/136/Emergency-Rental-Assistance-Payments-to-States-and-Eligible-Units-of-Local-Government.pdf
F. General Information – US Department of Treasury Program website accessible at: https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program
G. Louisiana's U.S. Treasury Rental Assistance – State Program website accessible at: https://www.lastaterent.com/

DEFINITIONS

Applicant: Any tenant, or landlord acting on behalf of a tenant(s), requesting assistance by submitting an application to Louisiana's U.S. Treasury Emergency Rental Assistance Program.

Arrears: Any money or debt owed and unpaid by tenants related to the occupation of a residential dwelling, such as rent or utilities from previous months.

Area Median Income: Relative to a given household size, the median income for the parish in which the household is located as determined by the U.S. Department of Housing and Urban Development available under the heading for"Access Individual Median Family Income Areas" at https://www.huduser.gov/portal/datasets/il.html.

Income: Adjusted Gross Income as defined by the Internal Revenue Service. **Household income** includes (a) all amounts, monetary or not, which: (1) go to, or on behalf of, the family head or spouse or to any other family member; or (2) are anticipated to be received from a source outside the family during the 12-month period. Income includes all household members over 18 years of age.

Landlord: Any property owner(s) or management company(ies) of a residential dwelling (or multiple dwellings) who lease the use of that dwelling to a tenant in return for the regular payment of rent.

Lease (Formal or Informal): A binding legal agreement between a landlord and tenant permitting the tenant to reside in the landlord's dwelling in exchange for the regular payment of rent.

Recertification: the process of evaluating continued eligibility and need to provide 3 additional months of rent to a funded applicant.

Rent: The agreed-upon amount paid by a tenant on a regular basis to reside in a landlord's residential dwelling.

State: For purposes of this document, "State" shall collectively refer to the Louisiana Housing Corporation (LHC), the Louisiana Office of Community Development (OCD), and their designated representatives and agents.

Tenant: A household of one or more persons obligated to pay rent on a residential dwelling to a landlord.

Unemployment Benefits: Any state or federal benefits received by an eligible individual that has recently been terminated, laid off, or furloughed from their work or primary method of receiving a regular income.

INTRODUCTION

The State of Louisiana's United States Treasury Emergency Rental Assistance Program ("Program") offers rental assistance to households affected financially by COVID-19. Funded as part of the $900 billion COVID-19 response package enacted by Congress as part of the Consolidated Appropriations Act (Pub. L. No. 116-260), $25 billion has been designated for rental relief (ERA 1). An additional allocation know as Emergency Rental Assistance program (ERA2) was established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021). Louisiana has received over $400 million of that amount to provide assistance through State and locally administered programs. This Program Guide details the policies and procedures that shall govern the use of the ERA 1 and ERA 2 funding under the State administered Program.

The U.S. Treasury Emergency Rental Assistance funds have been allocated to the State and directly to seven (7) local jurisdictions. The State Program is administered by the Louisiana Housing Corporation (LHC), in partnership with the State of Louisiana Office of Community Development (OCD) (collectively referred to as the 'State') and will be distributed in 57 parishes. The following seven (7) parishes applied directly to the U.S. Treasury and administers their own local programs:

- Caddo Parish
- Calcasieu Parish
- East Baton Rouge City/Parish
- Jefferson Parish
- Lafayette Parish
- Orleans Parish
- St. Tammany Parish

The $25 billion nationwide has been allocated pursuant to the methodology for the Coronavirus Relief Fund as enacted by the CARES Act (Pub; L. No. 116-136) in March 2020. Pursuant to that language, local jurisdictions that qualify for a direct allocation received 45% of their per capita share of the state's allocation. Local programs may vary in terms of eligibility, prioritization, benefits, and application process. The State has determined a process and set of criteria to provide approximately 55% of corresponding additional assistance to households living within the seven (7) qualified local government units.

The Program is designed to provide statewide emergency rental and utility assistance to individuals and households who are at risk of experiencing homelessness or housing instability due to the COVID-19 pandemic. Eligible applicants may receive assistance for rental and utility arrears or forward rent payments. Payments under the program are made to landlords, property owners or management companies (hereinafter referred to as "landlord") and utility providers but, in certain circumstances, may be made to the tenant consistent with procedures outlined by the Treasury FAQs.

The statutory language authorizing the Emergency Rental Assistance Program permits funds to be used to address "utilities and home energy costs" as well as associated arrearages. At the time of Program launch on March 5th, the State of Louisiana's U.S. Treasury Emergency Rental

Assistance Program ("Program") only accepted applications and made awards for rental assistance.

On May 6, 2021, the State announced the expansion of the Program to include the following utility costs:

- Electricity
- Natural gas
- Propane (fuel oil)
- Water
- Sewer
- Trash removal

No other utility costs are allowed at this time**. Utility costs that are covered by the landlord will be treated as rent, as per the Treasury FAQ guidance.** The objective of assistance for these utility costs is to alleviate financial pressure on individuals and households who are at risk of experiencing homelessness or housing instability due to the COVID-19 pandemic.

Assistance will be provided in the form of direct payment to utility providers to cover current utility charges and arrears back to April 1, 2020. The program will not pay for reimbursement of bills that have already been paid. The total number of months covered by the Program for each applicant, for both arrears and current utility charges combined, may not exceed 18[1] months. Arrears incurred prior to April 1, 2020, are not eligible for assistance. Late fees are also eligible expenses. Reconnection fees are eligible expenses. Late fees and reconnection fees must be verified by the utility.

PROGRAM OVERVIEW

A. PROGRAM OBJECTIVES

The main objectives of the Program are to:

- Keep people housed by preventing evictions for failure to pay rent for the duration of the Program.
- Serve the maximum number of households as quickly as possible while prioritizing households with the greatest need.
- Ensure equitable geographic distribution of assistance.
- Compensate landlords for unpaid rent during eviction moratoria.

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[1] Based on U.S. Treasury Guidance in **U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions, Revised July 6, 2022,** the aggregate amount of financial assistance an eligible household may receive under ERA2, when combined with financial assistance under ERA1, must not exceed 18 months. (FAQ 10, Page 8).

B. ASSISTANCE PROVIDED

The Program provides financial assistance to cover the cost of rent and utilities for Louisiana tenants who are behind on their rent and utilities and/or at risk of eviction due to COVID-19. Eligible uses of funds are defined by section 501, Division N, of Pub. L. No. 116-260, guidance from the U.S. Treasury, and associate FAQs for ERA 1 and ERA 2 and State policy. Eligible uses for the Program are limited to:

- Rental and utility arrears dating back as early as April 1, 2020.
- Forward rent paid in increments of up to three months. After each three-month period, applicants may apply to recertify that they continue to meet program eligibility requirements for up to an additional three months of forward rent, depending on availability of funds. All past due amounts will be considered arrears at the time of recertification, and will be paid as arrears, not counting towards the three-month limit on forward rent.
- Eligible current unpaid utility costs.
- Rental late fees up to $100 per month.
- Utility late fees and reconnection costs, confirmed by bill or utility verification.
- The total number of months covered by the program, for both arrears and forward rent combined, may not exceed 18 months.
- Utility payments not to exceed 18 months.
- The Program will reimburse monthly rental amounts up to a maximum of 120% of U.S. Housing and Urban Development (HUD) FY 2021 fair market rents (FMRs) based on unit size.[2]

Program funds **cannot** be used for the following costs:

Cost Type	Reason Ineligible for Program
Mortgage assistance	Federal statute
Eviction-related court costs from April 2020 forward	State policy

C. PRIORITIZATION

To ensure equitable geographic distribution, the State has established target allocations for each applicable parish during the initial program implementation period. The State reserves the right to reallocate funds among the various parishes based on program demand.

The State intends to make prompt payments for all eligible applications. In July 2020, the State implemented a similar rental assistance program known as *Louisiana Emergency Rental Assistance Program (LERAP)* utilizing funds from the U.S. Department of Housing and Urban Development (HUD) and limited to payment of 3 months of rent. The Program will work to transition eligible LERAP applicants into the Program. The State will continually monitor Program

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[2] FY 2021 FMRs are accessible at: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/select_Geography.odn.

expenditures and will, when possible, prioritize completed applications for processing and payment based on the following criteria:

- Applicant households with income below 50% AMI.
- Applications from households that have at least one (1) individual who is unemployed and has not been employed for at least 90 days prior to date of application.

Rental arrears will be prioritized over forward rent; however, an initial award may address both arrears and forward rent. The U.S. Treasury guidance specified, in line with the authorizing Act that if an applicant has rental arrears, a commitment for prospective rent payments cannot be made by the Program unless it has also provided assistance to reduce the rental arrears. The Program will also prioritize outreach and processing for LERAP awardees that may be eligible for additional assistance under Louisiana's U.S. Treasury Emergency Rental Assistance Program, particularly unpaid LERAP applicants whose applications are complete or can be made complete consistent with all Program requirements. If the Program is projected to exhaust funding, these criteria will be strictly adhered to in determining assistance distributed.

APPLICATION INTAKE AND ELIGIBILITY

A. APPLICATION PROCESS

The Program is utilizing an **Applicant Portal** that can be accessed by both landlords and tenants via the internet at www.lastaterent.com. To apply for the Program, tenants and landlords are strongly encouraged to apply online for faster processing.

Ideally, each application will have information obtained from both the tenant and landlord. Tenants that apply must provide contact information for their landlord. Likewise, landlords that apply will be required to provide contact information for the tenant(s) for which they are applying. If the landlord does not participate by completing the application and providing required documents, the State may make the payment directly to the tenant, after following established criteria and process in line with U.S. Treasury guidance.

For those unable to apply online, an initial application may be submitted over the phone by contacting the **Program Contact Center** (877-459-6555). The Contact Center will provide guidance for submitting supporting documentation. If the applicant is unable to submit supporting documentation electronically, instructions will be provided with alternatives for submitting hard copies of supporting documents and coordinated with the program Outreach Team. The Contact Center may also be reached via email at info@lastaterent.com.

Application will remain in an "open" status until they reach 100% completion and are officially submitted to the Program, signified by e-signing/date and agreement to Certifications and Acknowledgements. Applications that remain unchanged for 60 days will be moved to Inactive. Inactive applications will be removed from the daily working queue. A tenant applicant can log back into the portal and complete their Application even after being marked Inactive.

B. APPLICATION REVIEW PROCESS

The State is processing applications through an **Applicant Management System (AMS)**. Once an application is created, applicants establish a username and password and receive a unique application number (ID). Each application is assigned to a Case Manager once their application is complete (100%) and submitted, who reviews the application for eligibility.

If required documentation is missing or inadequate, the Case Manager communicates outstanding requirements to the applicant (tenant or landlord) via the AMS, which sends the applicant an alert via email to submit additional information through the Portal. The Case Manager may also contact the applicant by phone. An Applicant's status based on the unique App ID is visible to the applicant at any time the applicant logs into the Portal. If there is a status change, the applicant will be sent an alert via email.

If the application is determined as incomplete at any stage of the process, the Case Manager notifies the applicant through the AMS. Any necessary documentation that is missing should be clearly requested using approved scripts. The AMS then automatically sends an email to the email address that the applicant provided as part of their file.

At least three attempts will be made to contact any applicant for missing documents over a period of 21 days and at different times of day. This outreach should be conducted in the following sequence:

- The Case Manager initiates outreach by sending a message through AMS to request documentation. Scripts for this outreach are available in the Applicant Communications SOP.
- If the applicant does not respond to the message generated by AMS within five (5) days, the Case Manager should call the applicant.
- If the applicant does not respond to the phone call within five (5) days, the Case Manager should call again and send an email using the general email system.
- If a tenant fails to respond to a missing document request within 21 calendar days of initial email contact, or fails to communicate their intent to do so, the application will be marked inactive. Tenant applications are marked Inactive by the Case Manager in the AMS once the 21-day period is eclipsed. Inactive applications will be removed from the daily working queue. If an application is marked Inactive, Case Managers will need to provide a reason (e.g., non-responsive applicant, opt-out requested, duplicate application). A tenant applicant can log back into the portal and respond to the Request For Information (RFI) for the requested documentation even after being marked Inactive. The application will no longer be flagged as Inactive once the tenant applicant responds. For duplicate applications, Case Managers will need to notify a Team Lead to deactivate the incorrect application.

Landlords will be required to provide an IRS Form W-9, proof of ownership (may be provided by 3rd party verification) and agree to the Program's certifications and acknowledgements.

- If the Landlord fails to respond to a missing document request within five (5) calendar days of email, text or phone outreach or seven (7) calendar days from the mailing of the letter (if utilized), the application may proceed as a **Direct Payment to Tenant**.

After the Landlord has been determined nonresponsive or not willing to participate, the Program sends an email notifying the landlord that a direct payment will be made to the tenant.

- The Landlord has five (5) calendar days to reply or the direct payment process proceeds. The Case Manager will complete their review of the tenant's application and recommend for internal Quality Control (QC) review.

The Team Lead conducting the QC review will mark the application as "Recommend Direct Payment – Non-responsive or Non-Participating Landlord" in AMS. Based on the Case Manager's work, the QC reviewer will recommend a direct payment option. From that stage forward, all future review processes will evaluate the application as being considered for Direct Payment to the Tenant. Tenants who are determined for direct payments must complete a *Direct Payment Form* (See Appendix 3) through a ticket requested in the Portal. As indicated in the Form, by accepting the check, the tenant certifies that they will only use funds for rent payments. The Program also performs a review of tax assessor records to use third-party verification to confirm ownership and property validity. Applications recommended for direct payment will be identified in AMS via a dropdown menu option indicating 'Recommend Direct Payment.'

The Program will conduct close due diligence to minimize the potential for fraud, waste and abuse. If there are multiple tenants included on an application, direct payment will be made to the 'Applicant' in the household.

If the tenant is determined to be eligible for assistance and is approved, payment will proceed as a direct payment to the tenant. Applicants that are recommended and approved for direct payment will be paid via check. The check will be made out directly to the tenant to use for rental payments.

C. RENT PAYMENT AWARD COMMUNICATIONS

The Program will make sufficient notification to the Landlord upon approval of the tenant application and movement to payment. The check stub for payments to the Landlord will contain a copy of the terms agreed to by the Landlord in the Certifications and Acknowledgements. In line with Treasury FAQ guidance, the Program will notify the Tenant when a rent and/or utility payment is made on their behalf to the Landlord or utility provider. For a rent payment, the Program provides a copy of the e-signed/dated Landlord Certifications and Acknowledgements to the Tenant for their recordkeeping and use as needed to confirm terms agreed to for receipt of funding.

In the case of a Direct Payment to Tenant, the tenant will be informed when they are approved for payment and will receive payment with an attached check stub with the agreed terms to utilize the funding for applicable rent payment.

D. ELIGIBLE HOUSEHOLD CRITERIA

Tenants may be eligible for rental assistance under the program if the following requirements are met:

- Applicant resides in and is obligated to pay rent on a residential unit within a parish covered by the Program.
- At least one (1) individual in the applicant household qualified for unemployment benefits or experienced a reduction in household income or financial impact due directly or indirectly to COVID-19.
- Can demonstrate a risk of homelessness or housing instability which may include through documentation of past due rent, past due utility payment notice, or an eviction notice.
- Household income is at or below 80% of area median income (AMI) for the parish, as defined by the Department of Housing and Urban Development (HUD).[3]
- Funding for outstanding rent that is being requested through the Program is not duplicative of any other rental assistance through federal, state, or local programs, nor non-profit organizations nor any other entity.

Participating tenants must agree to the terms of assistance and submit required documentation. Tenants are required to e-sign their application (through typing in their name and uploading their government ID) and agree to the required acknowledgements and certifications (see Appendix 1) to move forward in the Program.

Participating landlords must agree to the terms of assistance and submit required documentation, including a Form W-9 and proof of ownership of subject rental property. Landlords are required to accept the following conditions as part of the acknowledgements and certifications (see Appendix 2) to receive payment under the program as e-signed through typing name and dating:

- Forgive late fees in excess of $100/month (late fees must be noted in the lease), penalties, interest, and not charge for court costs incurred during the period for which rent arrears assistance is received, or prior to April 2020.
- Not evict a tenant for past due rent prior to April 2020.
- Not evict a tenant for at least 60 days after assistance ends unless eviction is for cause. Under Louisiana's Program, "for cause" shall not include the following eviction filings: "owner wants possession", "non-renewal of lease", or "non-payment of rent." This clause does not preclude the landlord from seeking eviction for lease violations and/or for tenants who violate the health, safety, and/or peaceable enjoyment of the property.

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[3] HUD AMI Data is available at: https://www.huduser.gov/portal/datasets/il.html#2020_data

(1) PROOF OF INCOME

Applicants must provide proof of income to demonstrate that the household income does not exceed 80 percent of AMI for the parish in which the unit is located. Income is generally calculated on an annual basis. The Treasury guidance allows a method using monthly income at the time of application, to be annualized over a 12-month period. In addition to the methods listed below, the State may also rely upon data directly from other State agencies such as the Louisiana Workforce Commission, SNAP eligibility, or third-party sources such as other federal programs, as available without the need for applicant documentation.

(a) Total Annual Income

An applicant may demonstrate that their household meets the AMI requirement based on their annual income in 2020. To demonstrate annual income, the applicant must provide either an Internal Revenue Service (IRS) series 1040 form for 2020 (preferred), or the following documents for the household:

- Filed IRS form 1040; or
- If no 1040 is available:
  - W-2 wage statements; and
  - Interest statements (if applicable).

(b) Monthly Income

An applicant may also demonstrate that their household meets the AMI requirement based upon total household income for the two most recent months. The Program will review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income falls below the 80 percent of AMI threshold. For example, if the applicant provides income information for two months, the Program will multiply it by six to determine the annual amount. For a calculation based on monthly income, the applicant must provide the following for the household:

- Two most recent months (or eight consecutive weeks) of pay stubs; or
- Signed wage/payment schedule from employer(s); or
- Unemployment compensation statement.

(c) Income Attestation

If an applicant is unable to provide the above forms of documentation or third-party verification, the State may accept income self-attestation under limited circumstances. The Program follows a Standard Operating Procedure describing the circumstances under which an attestation may be accepted when documentation is incomplete or unavailable.

(d) Other Options For Determining Income Eligibility

Depending on circumstances, the State may also accept any of the following options for purposes of determining income eligibility.

- Qualification for other governmental programs in which 80 percent AMI for household size is the maximum eligibility threshold;
- Determination that an applicant's disabilities, extenuating circumstances related to the pandemic, or a lack of technological access impede an income determination; or
- An attestation from a caseworker or other professional with knowledge of a household's circumstances certifying the household's income is at or below 80 percent AMI for household size.

(2) PROOF OF FINANCIAL HARDSHIP

Applicants must provide information sufficient to determine financial hardship due to COVID-19.

Documents that demonstrate financial hardship may be collected when the applicant is providing their proof of income. Hardship criteria for eligibility can be verified if applicants provide evidence of either partial or full loss of wages due directly or indirectly to COVID-19, predominantly through third-party verification by the Louisiana Workforce Commission or the Supplemental Nutrition Assistance Program (SNAP) managed by the Louisiana Department of Children & Family Services (DCFS) coupled with established arrears or housing instability.

If the financial hardship is not directly verifiable by third-party data or income documentation, Case Managers may consider affirmative ("True") answers and additional information provided for application eligibility questions 1-5 as a written attestation signed by the applicant that one or more members of the household meets this condition. Recommended documentation include unemployment benefits for at least one (1) household member. This may include:

- Unemployment compensation statement or similar documentation from the Louisiana Workforce Commission.
- Reduction in income, incurred significant costs, or experienced other financial hardship due to COVID-19 for at least one (1) household member. This may include:
    - Reduced income demonstrated in proof of income documents; or
    - Layoff/furlough notice; or
    - Bank statements/pay stubs.

(3) PROOF OF HOUSING INSTABILITY

The applicant must demonstrate a risk of experiencing homelessness or housing instability either directly or indirectly due to the COVID-19 pandemic as noted in Treasury guidance. This is demonstrated through the presence of the following:

- Past due rent notice;
- Past due utility notice or loss of utility services;
- Eviction notice; or
- Where appropriate, other evidence of housing instability and inability to pay housing costs, determined as warranted after case management review of the file.

Generally, the presence of arrears listed by the tenant or positive answers to eligibility questions may be sufficient to demonstrate housing instability. This qualifies as allowable acceptance of attestations.

(4) ELIGIBILITY FOR RECERTIFICATION

Applicants may apply for up to three months of forward rent at the time of initial application. According to the U.S. Treasury FAQ guidance, to be eligible for additional forward rent, if funding is available, the applicant is required to recertify every three months to verify continued eligibility as per the requirements to provide proof of financial hardship and proof of current housing instability. The State's implementation of the federal allowable Recertification process is dependent upon availability of funds and the State's notice to proceed. The following lays out the parameters of a Recertification process, contingent on State's approval.

Applicants must continue to meet income criteria to recertify to receive additional rental assistance.

- Proof of Income: Household income does not exceed 80% of the area median income limit (AMI) for the parish, as defined by (HUD).
- Continued Risk of Homelessness or Housing Instability: As part of the recertification ticket, applicants must attest that they continue to be at risk of homelessness or housing instability.
- Financial Hardship: As part of the recertification ticket, applicants must attest that they continue to meet the financial hardship criteria, such as a loss or reduction of income or other financial hardship due to the pandemic.

If the Case Manager determines that an applicant no longer meets the income criteria based on LWC and SNAP data, the recertification request will be denied. If there is no LWC or SNAP data available to confirm continued eligibility, an attestation via the Recertification Ticket will be acceptable to confirm continued eligibility.

The attestation will allow applicants to confirm continued eligibility and new changes (e.g., household member count, rent amount). If an applicant's monthly rent increased, the applicant can attest to the change in rent amount. Applicants can submit documentation (e.g. renewed lease with rent escalation clause) verifying rent increase. If there are any changes noted a funded applicant's information such as address or landlord, a new lease will be required to support the changes and the applicant will be a direct tenant pay.

In case a household is not eligible for recertification, Case Managers will notify the tenant's landlord about the status change. This means the tenant will no longer receive rental assistance through Louisiana's U.S. Treasury Emergency Rental Assistance Program after the period of agreement. Both landlords and tenants will need to determine rent payment outside of the Program.

The Program launched Recertification on December 1, 2023, to allowed funded applicants to receive additional 3 months of rent. Recertification will remain open based on availability of funds. Applications will be prioritized for process in line with program application prioritization.

(5) SUMMARY OF REQUIRED DOCUMENTATION

Tenant Applicants (at least one in each category)

The Program aims to reduce the need and obligation of documentation that must be provided by the Tenant. The Program will maximize use of third-party data sources where available and applicable as well as attestations, as appropriate to confirm applicant information without the need of documentation. However, the following list provides the type of documentation generally required to meet Program requirements.

AMI Requirement (Monthly Calculation)

- Two most recent months of pay stubs
- Signed wage/payment schedule from employer(s)
- Unemployment compensation statements

AMI Requirement (Annual Calculation)

- Form Series 1040, or
- Wage statements, and
- Interest Statements, and
- Unemployment compensation statements.

Proof of Risk of Homelessness or Housing Instability

- Past due rent notice or arrears attestation by tenant
- Past due utility notice
- Eviction notice
- Validation of past due rent from the landlord

Financial Hardship

- Affirmative ("True") answer to any of Portal Application questions 1-5
- Furlough notice, layoff notice, or other documentation of loss of employment
- Pay stubs or other documentation showing a pattern of reduced income
- Other documentation demonstrating a loss or reduction of income

D. USE OF ATTESTATIONS FOR ELIGIBILITY PURPOSES

In some cases, applicant households may not be able to provide the necessary documentation to demonstrate eligibility even though they may appear to meet the eligibility criteria. To equitably meet the needs of these households, the Program permits the use of signed attestations to demonstrate eligibility in lieu of the specified documentation.

Attestations may be applied to meet the eligibility requirements relating to financial hardship, proof of income, and proof of residence. Specific circumstances where attestations will be accepted are described below.

(1) FINANCIAL HARDSHIP ATTESTATION

Applicants must demonstrate financial hardship due to the COVID-19 pandemic to be eligible for assistance, as defined in the Proof of Financial Hardship requirements described above. If the applicant makes a reasonable effort to provide documentation but is unable to produce the required eligibility documentation, the statutory language requires the State to obtain a written attestation signed by the applicant that one or more members of the household meet this condition. The affirmative answer to the Portal Application applicable questions with program-defined e-signature is sufficient.

(2) INCOME ATTESTATION

If an applicant is unable to provide the forms of documentation to provide a proof of income and it is not obtained and confirmed through third-party data source, the State may accept income self-attestation under limited circumstances. These include:

- If the applicant is unable to provide a 1040 series form addressing the calendar year 2020, a W-2 form, pay stubs or other wage statements, tax filings, bank statements, or similar monthly pay documentation available to the applicant to support the determination of income, the Program may accept an attestation from the applicant's current or former employer.
- An applicant-provided attestation will only be accepted in cases where these documents are unavailable or if there are extenuating circumstances preventing the applicant from retrieving the documents.
- The Program may accept an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for ERA Program assistance.

(3) RENT OBLIGATION ATTESTATION

Tenants should provide evidence of their rent obligation in the form of a lease, rental agreement, or other documentation showing the regular payment of rent from the tenant to the landlord.

If the tenant is unable to present adequate documentation of the amount of the rental obligation, the State may accept a written Attestation from the applicant's landlord. This requirement may be satisfied through a signed letter from the landlord, or the landlord completing the online landlord application, indicating rent obligations on the application, and agreeing to the terms and conditions of the application.

In such cases of only having a written Attestation, Louisiana's U.S. Treasury Emergency Rental Assistance Program assistance will be no greater than 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at https://www.huduser.gov/portal/datasets/fmr.html.

(4) DUPLICATION OF BENEFITS

Applicants may not receive assistance from the Program which is duplicative of other benefits received. A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

Example #1: An applicant has received rental assistance through a city program for the months of November 2020 to January 2021. However, the applicant will not receive any further assistance from the city program starting in February 2021. The applicant is eligible to receive the Program assistance beginning with February 2021 housing costs.

Example #2: An applicant is receiving ongoing rental assistance through a local non-profit organization that will cover all expenses until June 2021. They are not eligible for forward rental assistance through the Program until they are no longer receiving assistance from the local non-profit organization. The applicant may be eligible for arrears accrued prior to initiation of the non-profit assistance.

Example #3: An applicant received LERAP assistance that covered rental arrears for the months of June and July 2020, but not the remainder of the eligible period. Rental arrears for those two months would not be eligible again for this assistance, but other arrears may be eligible.

Program payments may not duplicate any other rental assistance provided to an eligible household from federal, county, city, non-profit organizations, or other entity providing rental assistance. Assistance is considered a duplication if it is used to cover the same month's expenses. However, applicants that received rental assistance for previous rental costs may be eligible for the Program if it is not used for the same expenses.

The State will conduct a duplication of benefit (DOB) screening consistent with a defined Standard Operating Procedure. Recipients must report all amounts of assistance received and the source of the assistance.

NOTE: If an eligible household receives a monthly federal housing subsidy (e.g., Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant may be eligible for assistance through Louisiana's U.S. Treasury Emergency Rental Assistance Program if funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

LANDLORD REQUIREMENTS

A. OVERVIEW OF LANDLORD REQUIREMENTS

Landlords wishing to participate in the Program must:

- Provide the required documentation and complete the landlord application with required certifications and acknowledgements.

- Acknowledge that the funds provided will go only toward rent payments for the tenant, as well as that any monies provided beyond rental arrears will be used towards future rent payments for the tenant.
- Agree to accept rental payment on behalf of the tenant from the Program. Forward rent may only be issued for up to three months at a time. Payments may not be applied to rental arrears accrued prior to April 1, 2020.
- Submit applicable lease (preferred), proof of ownership (can be obtained directly by Program through third-party verification), and W-9.
- Provide accurate payment information for rental payments via check.
- Certify that there are no outstanding building or health code violations against the property.
- Agree not to pursue eviction for non-payment of rent while receiving rental assistance, and for 60 days after assistance ends, unless eviction is for cause. Under Louisiana's U.S. Treasury Emergency Rental Assistance Program, "for cause" shall not include the following eviction filings: "owner wants possession", "non-renewal of lease", or "non-payment of rent." This clause does not preclude the landlord from seeking eviction for lease violations and/or for tenants who violate the health, safety, and/or peaceable enjoyment of the property.
- Forgive all late fees in excess of $100/month (late fees must be noted in the lease to be eligible), penalties, interest, and court costs incurred during the period for which rent arrears assistance is received or prior to April 2020.

Participating landlords are prohibited from:

- Requiring, pressuring, coercing, or otherwise causing the tenant to pay any additional amount for rent or fees above what is paid by the Program to cover the applicable months; and
- Accepting payments from tenants outside of the Program payments for the months agreed upon.

To avoid conflicts of interest, landlords wishing to participate in the Program must attest that, to their knowledge, there is no conflict of interest or identity of interest in receiving federal funds by way of a financial or familial relationship to any personnel of the State or its designated agents, member of the LHC Board of Directors, Member of Congress, or any other party with an oversight or management interest in Program funds. This acknowledgement is included in the Landlord Acknowledgements and Certifications (see Appendix 2 for further information).

B. LEASE REQUIREMENTS

The State will require that tenants and/or landlords provide a written lease as preferable or can establish evidence of a pattern of paying rent to receive rental assistance. If an applicant is unable to provide documentation of a pattern of paying rent, the program can accept a written attestation by the landlord who can be verified. The program will provide a template for this attestation. The landlord may not evict for non-payment of rent while receiving rental assistance under the Program, and for 60 days after assistance ends, unless eviction is for cause, as noted above.

REPORTING

The State may provide the following data to the U.S. Treasury as mandated for reporting requirements on a Monthly and Quarterly basis (or as requested):

- Address of the rental unit,
- For landlords and utility providers, the name; address; and, social security number, tax identification number or DUNS number,
- Amount and percentage of monthly rent covered by Program assistance,
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance,
- Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs) provided to each household,
- Amount of outstanding rental arrears for each household,
- Number of months of rental payments and number of months of utility or home energy cost payments for which Program assistance is provided,
- Household income and number of individuals in the household, and
- Gender, race, and ethnicity for the primary applicant for assistance.

The State will also collect information as to the number of applications received to be able to report to the U.S. Treasury the acceptance rate of applicants for assistance. The U.S. Treasury's Office of Inspector General may require the collection of additional information to fulfill its oversight and monitoring requirements. The State will comply with the requirement in section 501(g)(4) of Division N of the Consolidated Appropriations Act to establish data privacy and security requirements for information the Program collects.

PROGRAM TIMELINE

The Program will begin transitioning LERAP applicants in mid-February. The Program began accepting applications through the online Applicant Portal on March 5, 2021. The Program may cover up to a maximum of 18 months including rent arrearages and forward rent and additional 3 months in Recertification combined for months going back to April 1, 2020. In no case shall an applicant receive more than 18 months of total rent.

Grantees are expected to obligate at least 65 percent of their funds not later than September 30, 2021. According to the May 7, 2021, Treasury FAQ (#25), the U.S. Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds. All funds must be obligated by September 30, 2022, pursuant to an extension provided by Pub. L. 117-2.

RIGHT TO INSPECT HOUSING

The State will require landlords to certify that there are no health or building code violations against the property. The State reserves the right to inspect the rental unit and related facilities at least annually during the assistance period, and at such other times as necessary to assure that the

unit is occupied by the Tenant, that required maintenance, services and utilities are provided, and to investigate concerns related to provision of the Program assistance.

CONFLICT OF INTEREST PROVISIONS

No employee of the State who formulates policy or influences decisions with respect to the Emergency Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in the contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

PREVENTING WASTE, FRAUD, AND ABUSE

The State will make use of the LHC Internal Audit Department Fraud Hotline to report allegations of theft, fraud, waste or abuse of public funds. Information can be provided anonymously, however, providing a name and telephone number can be helpful because it allows for follow-up questions. The name and telephone number of any individuals reporting, as well as the status of complaints, are confidential. If an individual suspects fraud, waste or abuse of public funds, allegations should be reported to the Internal Audit Division at 225.763.8860 or LHC-Fraud@lhc.la.gov. Alternatively, if an individual suspects theft, fraud, waste or abuse of public funds by anyone, a report may be submitted to the Louisiana Legislative Auditor (LLA).

GRIEVANCES AND APPEALS POLICY

Should applicants, recipients of assistance, or landlords have a grievance they should submit it in writing to the State via the Applicant Portal or send an email directly to the Program email address: info@lastaterent.com. Should an applicant wish to appeal a notice of ineligibility, they should send an email to Appeals@lastaterent.com. The State will respond to grievances or appeals within 15 days upon receipt, after conducting a Review Determination. This submission should include their Application ID, applicant name, demographic information, and a detailed explanation of their request/appeal.

The Review Determination will be done by a different quality control team leader than who conducted the initial review. If the issue cannot be resolved during the Review Determination. Appeals will be reviewed by the State Program Appeal Review Committee, which will make a determination and final decision in the matter. Appeal Requests are determined by a review committee and can take up to 30 days for a determination.

ANTI-DISCRIMINATION

The Program will maintain compliance with the following regulations, laws and acts, as well as related State law.

A. TITLE VI (CIVIL RIGHTS ACT OF 1964)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance, including Program.

B. FAIR HOUSING ACT

The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), prohibits discrimination in housing based on race, color, national origin, sex, familial status, or disability, and applies to all grantees, subrecipients, and/or developers funded in whole or in part with HUD financial assistance. The State and program participants will certify that no person was excluded from participation in, denied the benefit of, or subjected to discrimination in any housing program or activity because of their age, race, color, creed, religion, familial status, national origin, sexual orientation, military status, sex, disability or marital status.

Among other included actions, it is illegal discrimination to refuse to rent to an individual based on any of these criteria. It is also illegal discrimination to impose different rental charges or limit privileges, services, or facilities of a dwelling. More information on the Fair Housing Act is provided at:

https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview

C. SECTION 504 OF THE REHABILITATION ACT AND AMERICANS WITH DISABILITIES ACT

Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act prohibit discrimination based on handicap in housing and community development programs and activities, particularly those that are assisted with HUD funding. Section 504 imposes requirements to ensure that "qualified individuals with handicaps" have access to programs and activities that receive federal funds. Program implementation, including any prioritization policies, must be consistent with the nondiscrimination provisions of the Federal civil rights laws, including, but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act, as applicable.

D. AGE DISCRIMINATION

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance.

E. AFFIRMATIVE OUTREACH AND MARKETING

The State must make reasonable and documented efforts market and outreach hard to reach populations and groups that would benefit from program services. Such efforts include:

- Using plain language materials.
- Posting materials on social media and organizational websites.
- Offering materials and information in accessible formats and multiple languages.
- Targeting distribution of information and materials to locations where hard-to-reach audiences may best be contacted.

PRIVACY AND CONFIDENTIALITY

Personally-identifiable information (PII) is information that can be used to distinguish or trace an individual's identity, such as names, Social Security numbers, addresses, driver's license information, income, and employment. The Program anticipates receiving PII from applications. A standard operating procedure is in place to ensure proper handling of PII and other sensitive information in client records.

APPENDIX 1: TENANT ACKNOWLEDGEMENTS AND CERTIFICATIONS

The following Acknowledgements and Certifications are applicable to Tenants receiving funds through Louisiana's U.S. Treasury Emergency Rental Assistance Program, as funded by the United States Department of Treasury (Treasury) for the State of Louisiana. These funds are provided pursuant to Section 501 ("Section 501") of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizing rental assistance funds ("Funds") through the U.S. Department of the Treasury. The provisions of Section 501 and related guidance issued by the Department of the Treasury and State of Louisiana shall govern the use of these Funds. Such guidance shall be deemed to be incorporated as part of these Acknowledgements and Certifications.

CERTIFICATIONS

1. I certify that any lease or rental agreement provided is a true and accurate statement of tenancy in the State of Louisiana and that if approved to receive Funds, this award will be used to make direct rental payments for the months specified in the application.
2. I certify that the rental property for which I am applying for assistance is my primary residence.
3. I certify that all information relating to my eligibility for this assistance is true and accurate, including my eligibility under the following requirements:
    a. I have experienced a loss or reduction of income due to the COVID-19 pandemic due to unemployment of myself or a member of my household, a reduction in income, incurring significant costs, or other financial hardship.
    b. I am at risk of housing instability and/or homelessness.
    c. I have accurately reported my income.
4. I certify that the gross household income indicated on my application and verified through the provided documentation is true and accounts for all sources of income by members of my household.

5. I certify that I have not received and am not aware of any duplicative benefit from another funding source, including but not limited to federal, county, or city government, non-profit organizations, or other entity providing rental assistance, nor shall I receive any duplicative benefits for months of rent paid for by LHC from these or any other organizations.
6. I attest that, to the best of my knowledge, there is no conflict of interest or identity of interest in receiving federal Funds by way of a financial or familial relationship to any personnel of the State or its designated agents, member of the LHC Board of Directors, or any other party with an oversight or management interest in Program Funds.
7. If this application is completed by an Authorized Agent on behalf of the Tenant, the Authorized Agent hereby certifies that it is duly authorized to act on behalf of the Tenant as its agent with respect to this application.

ACKNOWLEDGEMENTS

I. I understand that any Funds provided will exclusively be used to pay for rent and arrears payments for the identified rental property. All payments will be applied to the month as defined by LHC when providing Funds.
II. I understand these Funds may be repaid if the Landlord, Tenant, or any part of the application are later found to be knowingly inaccurate and ineligible.
III. I understand and acknowledge that LHC is required to share certain information about me to ensure the Agency's compliance with all rules and requirements associated with the Funds from LHC.
IV. I acknowledge and agree that the information provided herein may be used to access other government records that, along with the information in this application, may be redisclosed to other government entities and contractors of Louisiana's Office of Community Development and the Louisiana Housing Corporation to determine eligibility for the program, verify the accuracy of statements made on this application, and for audit and statistical purposes.

By submitting this application, I certify that all information provided herein, to the best of my knowledge, is true and adheres to the guidelines set by the State of Louisiana's United States Treasury Emergency Rental Assistance Program for COVID-19. I understand this is a legally binding document and I may be subject to civil and criminal penalties if I knowingly provide false or misleading information related to this application and that any attempt to defraud the State of Louisiana or misuse these Funds will fully result in prosecution of the law.

APPENDIX 2: LANDLORD ACKNOWLEDGEMENTS AND CERTIFICATIONS

The following Acknowledgements and Certifications are applicable to Landlords receiving funds through Louisiana's U.S. Treasury Emergency Rental Assistance Program, as funded by the United States Department of Treasury (Treasury) for the State of Louisiana. These funds are provided pursuant to Section 501 ("Section 501") of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizing rental assistance funds ("Funds") through the U.S. Department of the Treasury. The provisions of Section 501 and related guidance issued by the Department of the Treasury and the State shall govern the use of these Funds. Such guidance shall be deemed to be incorporated as part of these Acknowledgements and Certifications.

CERTIFICATIONS

1. I certify that any lease or rental agreement provided is a true and accurate statement of tenancy and that the Tenant currently resides at the property for which I am the Landlord and that if approved to receive Funds, I will be obligated to use this award to make rental payments for the months specified in the application.

2. I attest that, to the best of my knowledge, there is no conflict of interest or identity of interest in receiving federal Funds by way of a financial or familial relationship to any personnel of the State or its designated agents, member of the LHC Board of Directors, or any other party with an oversight or management interest in Program Funds.

3. I certify that the Unit is habitable and does not endanger the health of the Tenant, and that there are no outstanding building or health code violations against the rental property where the Tenant resides.

4. I agree not to evict Tenant for at least 60 days after assistance ends unless eviction is for cause. Under Louisiana's U.S. Treasury Emergency Rental Assistance Program, "for cause" shall not include the following eviction filings: "owner wants possession", "non-renewal of lease", or "non-payment of rent." This clause does not preclude the landlord from seeking eviction for lease violations and/or for tenants who violate the health, safety, and/or peaceable enjoyment of the property.

5. I certify I do not have or have dismissed any pending eviction action against the Tenant. I understand that failure to dismiss any pending eviction action against the Tenant may result in recapture of Funds provided to the Landlord on behalf of the Tenant under Louisiana's U.S. Treasury Emergency Rental Assistance Program.

6. I certify that I have not received and am not aware of any duplicative benefit from another funding source, including but not limited to federal, county, or city government, non-profit organizations, or other entity providing rental assistance, nor shall I receive any duplicative benefits for months of rent paid for by the State from these or any other organizations.

7. If awarded assistance through Louisiana's U.S. Treasury Emergency Rental Assistance Program, I forgive all penalties, interest and court costs incurred between April 2020 and the date of payment of the Program. I understand that late fees are allowable when within lease terms but cannot exceed the program allowance of $100/month. I agree to forgive any late fees that may exceed the $100/month threshold.

8. If this application is completed by an Authorized Agent on behalf of the Landlord, the Authorized Agent hereby certifies that it is duly authorized to act on behalf of the Landlord as its agent with respect to this application.

ACKNOWLEDGEMENTS

1. I understand that any Louisiana's U.S. Treasury Emergency Rental Assistance Program Funds provided will exclusively be used to pay for rent and arrears payments for the Tenant applying for assistance through this application and that acceptance of such Funds represents full and complete payment of all rent arrears. All payments will be applied to the month as defined by the State when providing Funds. Forward rent will only be issued for up to three months at a time. Payments may not be applied to rental arrears accrued prior to April 1, 2020.

2. I understand the Louisiana's U.S. Treasury Emergency Rental Assistance Program Funds must be repaid by me if the Landlord part of the application are later found to be ineligible.

3. I understand that I am prohibited from requiring, pressuring, coercing, or otherwise causing the Tenant to pay any additional amount for rent or fees above what is paid by the Program to cover the applicable months and accepting payments from Tenants outside of the Program payments for the months agreed upon.

4. I understand and acknowledge that the State is required to share certain information about me in order to ensure the Agency's compliance with all rules and requirements associated with the Funds from the State.

5. I acknowledge and agree that the information provided herein may be used to access other government records that, along with the information in this application, may be redisclosed to other government entities and contractors of Louisiana's Office of Community Development and the Louisiana Housing Corporation in order to determine eligibility for the program, verify the accuracy of statements made on this application, and for audit and statistical purposes.

By submitting this application, I (Landlord) certify that all information provided herein, to the best of my knowledge, is true and adheres to the guidelines set by the State of Louisiana's United States Treasury Emergency Rental Assistance Program for COVID-19. I understand this is a legally binding document and I may be subject to civil and criminal penalties if I knowingly provide false or misleading information related to this application and that any attempt to defraud the State of Louisiana or misuse these Funds will result in prosecution to the fullest extent of the law.

APPENDIX 3: DIRECT TENANT PAYMENT FORM

This Form is applicable to the Tenant receiving funds through the **Louisiana's U.S. Treasury Emergency Rental Assistance Program**, as funded by the United States Department of Treasury (Treasury) for the State of Louisiana.

By accepting these funds, I (Tenant)

- ☐ Understand that any Funds provided will exclusively be used to pay for rent and/or rent arrears. All payments will be applied to the month as defined by the State when providing Funds. Forward rent will only be issued for a maximum of up to three months at a time. Payments may not be applied to rental arrears accrued prior to April 1, 2020.
- ☐ Understand these Funds must be repaid by me if any part of the application is later found to be ineligible.
- ☐ Understand these Funds must be repaid by me if they are used for any other purpose besides that of paying rent.
- ☐ Understand that in order to be eligible for future assistance, I must maintain records (canceled checks, receipts, etc.) of the use of these Funds to pay rent.

All information that I have provided regarding my eligibility for the United States Treasury Emergency Rental Assistance Program is true and accurate.

WARNING: Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

EXHIBIT P

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HALL COUNTY
GEORGIA

HALL COUNTY GEORGIA
EMERGENCY RENTAL ASSISTANCE GRANT PROGRAM POLICIES

Administered by:

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Emergency Rental Assistance Program Policies and Procedures Revisions History

Version	Effective Date	Description
Version 1.0	3/15/21	
Version 2.0	4/18/21	Updates to AMI Tables
Version 3.0	5/19/21	Edit language allowing for 15 months total assistance, either arrears and/or prospective.
Version 4.0	7/20/21	Edit to allow direct payments to tenants, change required notice to landlords by phone, text, email to 5 days, clarifying the maximum number of months that may be paid, payments for displaced households, and the timeline for check cutting.
Version 5.0	8/19/21	Edited to add "If all occupants are not listed on the lease, the applicant will complete the Self Certification of Rental Occupants to include any occupants that are currently living in the residence."
Version 6.0	8/6/21	Edited to remove program cap of $12,500.00.
Version 7.0	11/18/21	Edited Fraud policy to add additional detail
Version 8.0	12/15/21	Edited to add the following policies: 1. If back rent owed to a previous residence is proving to be an impediment to an applicant gaining a new rental situation after they have been evicted, a one-time lump sum payment could be made to the previous landlord to clear the past due amount, and assistance can be provided to pay security deposit and up to 3 months prospective rent to ensure that the applicant is housed. The funding will be paid directly to the landlord of the old apartment and the landlord of the new apartment and not to the tenant. 2. If an applicant applied as a tenant only and did not use 100% of the funds for rent, future applications will be denied because they violated the terms of the grant agreement by not applying 100% of funding to rent.

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		If an applicant is homeless and wishes to move to a hotel, assistance will be provided one month at a time, payable to the hotel only, and the hotel must cooperate by agreeing to accept the programs check as payment. During that month, the applicant should attempt to find more permanent housing through the United Way, Family Promise, or Gainesville Housing.
Version 9.0	1/25/22	Edited to add program cap of $2,500.00 per month for rental assistance.
Version 10.0	2/7/22 on newly submitted applications	Edited to allow rental assistance to only be paid directly to landlords on reallocated 1.0 funded applications.

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Overview

The Emergency Rental Assistance Program (ERAP) was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated $25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic. Hall County, GA received $6,153,845.20 for the Emergency Rental Assistance Program.

Emergency Rental Assistance Program funding may only be used to provide financial assistance for rent, and housing stability services to eligible households. All household applicants, landlords, utilities, and home energy service providers must provide an attestation that all information included in the application for assistance is true, correct, and complete.

This Handbook outlines the Hall County, GA Emergency Rental Assistance Program requirements for eligible applicants through guidelines, and the administration requirements through policies and procedures. Handbook users may include potential applicant households, property owners, management agents, Hall County staff, as well as staff or agents of the U.S. Department of the Treasury, including the Office of Inspector General.

Authorization and Source of Funds

The Consolidated Appropriations Act, 2021, Division N, Title V, Section 501, Public Law 116-260 (Dec. 27, 2020) established the Emergency Rental Assistance Program. Treasury provided funds directly to states, local governments with populations of 200,000 or greater, and Indian Tribes to aid eligible households that are unable to pay rent and utilities due to the COVID-19 pandemic.

The Code of Federal Domestic Assistance number for the Emergency Rental Assistance funding is 21.023.

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Policies

Program Outreach and Engagement

The program will develop a Communication Plan that creates awareness of the Emergency Rental Assistance program to a specific targeted audience using the appropriate mediums in a timely manner. This strategic communication plan and recommended outreach efforts should ensure the Program effectively reaches the following applicants:

- Households under 50% AMI
- Households under 80% AMI
- Landlords

The communications outreach program should include a clear, concise action plan for communications and information sharing across the non-profit organizations and most importantly, the community.

The basic Program Explanation Script could include "The Hall County Emergency Rental Assistance program is a public relief program providing rent funds to County residents at risk of eviction because of COVID-19. Households in Hall County who have individuals qualified for unemployment benefits, incurred significant costs, or experienced other financial hardship due to the COVID-19 pandemic, are highly encouraged to apply. Call 1-855-718-4630 or go to www.hallcounty.org/RentalAssistance to begin the application process."

The above 3 sentences can be broken down into three bullet points for mailers and other forms of outreach where clarity and conciseness are most important.

Eligible Program Costs

The Emergency Rental Assistance will provide up to 15 months of rental assistance under ERAP 1.0, and up to 18 months of rental assistance under ERAP 2.0. All past due rental arrears must be paid before payments for prospective rents will be paid. The 15 months of assistance can be any combination of past due rent (arrears) and prospective rent, although prospective rent payments will only be made in 3-month increments.
Funding will not exceed $2,500.00 per month for past, current, and/or future rent, including late charges and other fees specified in the lease, and may only be used for the following costs for households obligated to pay rent on a residential dwelling for:

- Current month and future rent* not to exceed 90 days.
- Past due rents.
- Other expenses related to housing incurred due to COVID-19, which include.
    - Reasonable late fees that have accrued.

- Relocation expenses if a household has been temporarily or permanently displaced due to COVID-19.
- Reasonable security deposit fees if a household has been temporarily or permanently displaced due to COVID-19.

Any past due amounts must be covered prior to assistance for current or future costs being approved.

Ineligible Costs

Any services not explicitly listed in the Eligible Use of Funds section shall be deemed ineligible. This includes (but is NOT limited to) mortgage payments, HOA fees, taxes, insurance, cable, telephone, cell phone, or home security systems.

Period of Assistance

Applicants may request assistance for rent and other expenses related to housing incurred due to COVID-19 from March 13, 2020 through September 30, 2022.

Priorities for Assistance

From April 6, 2021 to May 6, 2021, the following application types will be prioritized:

- At or below 50% AMI, or
- An applicant who is at or below 80% AMI, where one or more household members have been unemployed for more than 90 days.

For the first 4 weeks of the program or until all priority applications are complete, whichever occurs first, only priority applications are processed (at or below 50% AMI or unemployed for more than 90 days). Once all priority applications have been processed, and/or the first 4 weeks have passed, applications will be processed in order of their receipt.

Eligibility Criteria

Household Eligibility Criteria

A household consists of all occupants who reside in the residential dwelling unit fulltime, including all adults and children. A household can be an individual, a family or a group of unrelated people who reside in the residential dwelling unit full time and have no other place of residence.

To be eligible an applicant must:

1. Have a household gross income at or below the low-income limits.

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FY 2021 Income Limit Area	Median Family Income Explanation	FY 2021 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Gainesville, GA MSA	$77,100	Very Low (50%) Income Limits ($) Explanation	26,500	30,300	34,100	**37,850**	40,900	43,950	46,950	50,000
		Extremely Low Income Limits ($)* Explanation	15,900	18,200	21,960	**26,500**	31,040	35,580	40,120	44,660
		Low (80%) Income Limits ($) Explanation	42,350	48,400	54,450	**60,500**	65,350	70,200	75,050	79,900

NOTE: Hall County is part of the **Gainesville, GA MSA**, so all information presented here applies to all of the **Gainesville, GA MSA**.

2. Have at least one household member who:
    - Is qualified for unemployment benefits, **OR**
    - Has experienced a reduction in household income, incurred significant costs, or has experienced a financial hardship due to COVID-19.

3. Demonstrate housing instability or a risk of becoming homeless.

All household residents do not have to be listed on the lease.

Property Eligibility Criteria

To be consider eligible for the program, the property must be a legal residential rental unit. The residential rental property must be located within in the jurisdictional boundaries of Hall County, GA.

Under the legal doctrine called the "implied warranty of habitability", the Landlord is required to keep rental properties livable and comply with local housing codes by taking care of important repairs.

Landlord Eligibility Criteria

For a landlord to receive the rent subsidy the landlord will be required to comply with federal, state, and local governing law including:

- Provide evidence that you are authorized to sign on behalf of the property owner.
- a completed W-9 form, including a Social Security number or Employer Identification Number.
- a signed Landlord / Tenant Agreement (Lease).
- Provide timely information for processing the payment.

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Income Determination

Income determination is a critical component of household eligibility. Applicants must report the total income for all adult household members 18 years or older, as well as provide documentation to support the income stated.

The Act provides two options for reporting income for the household:

(1) the household's total income for calendar year 2020, or
(2) the household's total monthly income at the time of application.

Regardless of the option selected, whether 2020 income or monthly income at the time of application, all income sources must be provided and documented.

If an applicant household's income cannot be verified due to the impacts of COVID-19, if the income is paid in cash, if the applicant needs accommodation for disabilities or extenuating circumstances related to COVID-19, or if the applicant has a lack of technological access, the ERA program is responsible for determining the total applicant household income for qualification.

Applicants may utilize the Categorical Eligibility available for applicants who have had their total household income verified as of January 1, 2021 or later to be at or below 80 percent of the AMI by another local, state, or federal governmental agency assistance programs. This Categorical Eligibility is documented by a determination letter from the government agency for the program, provided the income determination was made on or after January 1, 2021.

The steps of determining household income are as follows:

- Identifying all income sources to be included and excluded for the household.
- Verify all income sources are documented.
- Request additional information, documentation, or clarification, if necessary
- Reviewing all income documentation provided
- Calculate annual income based on number of months reported by applicants.
- Verifying total household income meets the criteria of being at or below 80 percent AMI.

Results of the determination will be maintained in the applicant 's file.

2020 and 2021 Stimulus payments are not considered income under IRS guidelines.

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Income Limits

The link for the *Fiscal Year 2021 Income Limits found under the heading of "Access Individual Median Family Income Areas"* is https://www.huduser.gov/portal/datasets/il.html

FY 2021 Income Limit Area	Median Family Income Explanation	FY 2021 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Gainesville, GA MSA	$77,100	Very Low (50%) Income Limits ($) Explanation	26,500	30,300	34,100	**37,850**	40,900	43,950	46,950	50,000
		Extremely Low Income Limits ($)* Explanation	15,900	18,200	21,960	**26,500**	31,040	35,580	40,120	44,660
		Low (80%) Income Limits ($) Explanation	42,350	48,400	54,450	**60,500**	65,350	70,200	75,050	79,900

NOTE: Hall County is part of the **Gainesville, GA MSA**, so all information presented here applies to all of the **Gainesville, GA MSA**.

Documentation of Rent and Rental Arrears

The program must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent or a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit.

Preventing Assistance Duplications

The Act requires that assistance being provided for rent does not duplicate any other assistance, including federal, state, or local assistance for those same costs. Applicants must disclose all rental assistance they have received, will receive, or have applied for from any sources for the period covered in their application to the ERAP.

Federally funded monthly housing assistance, in the form of rental subsidy, include, but are not limited to the Housing Choice Voucher, Public Housing, Project-Based Rental Assistance, or Tenant-Based Rental Assistance programs.

An eligible household that lives in a federally subsidized residential unit may receive ERA assistance, provided that the ERA funds are not applied to the costs that have been or will be reimbursed with any other federal assistance.

Written Attestation

In the rare occasion that an applicant is able to provide satisfactory evidence of residence, but cannot provide adequate documentation of the rental obligation (lease or other listed documentation), the applicant may provide a written attestation, and the amount of assistance will be limited to an amount not to exceed a monthly amount that is no more than 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at https://www.huduser.gov/portal/datasets/fmr.html. The amount of assistance will be the lesser of the amount requested or the limit of Fair Market Rent or the Small Area Fair Market Rent.

The FY 2021 Gainesville, GA MSA FMRs for All Bedroom Sizes

Final FY 2021 & Final FY 2020 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2021 FMR	$761	$834	$951	$1,254	$1,402
FY 2020 FMR	$700	$789	$898	$1,195	$1,315

The applicant must also attest that no member of the household has received, has applied for, nor do they anticipate receiving, any other sources of public or private subsidy or assistance for the rental costs covered by the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation or negotiate with landlords to avoid eviction.

If a written attestation is accepted, assistance may only be provided for three months at a time. Further requests will require evidence that the rent is owed consistent with the above after three months to provide additional assistance to such a household.

New applications received beginning February 7, 2022 will be paid with reallocated ERA 1.0 funding, and rental payments will only be made to landlords/owners/property managers on these cases. If a landlord/owner/property manager refuses to participate in the program or is unresponsive to outreach from program staff, the case will be denied.

As required by the Act, grantees must make reasonable efforts to obtain the cooperation of landlords to accept payments from the ERA program. Outreach will be considered complete if:

1. a request for participation is sent in writing, by mail, to the landlord, and the addressee does not respond to the request within 14 calendar days after mailing.
2. the grantee has made at least three attempts by phone, text, or e-mail over a 5 calendar-day period to request that the landlord participate in the program: or,
3. a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

Application Criteria

If an applicant needs assistance in completing their applicant, they can contact 855-718-4630 to make an appointment to receive assistance. The applicant must appear and provide proof of identity along with other required program documentation. The applicant may provide a Power of Attorney in a form that is acceptable in the State of Georgia or they may complete a Communications designee document that will allow the Program to accept documentation and to discuss program details with a person designated by the applicant.

The Program will automatically check each application to ensure that it is not a duplicate. Unless roommates apply under two separate applications, because they are under separate leases, only one application is allowed per each address and unit number.

If an applicant needs to make a change to their application, they must contact the Case Manager to do so.

Incomplete Applications and Response Standards

1. Landlord response
    - If a request for participation is sent in writing, by mail, to the landlord, and the addressee does not respond to the request within 14 calendar days after mailing; or if the Program has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord participation; or if a landlord confirms in writing that the landlord does not wish to participate, then the application will be denied.
2. Tenant response
    - If a request for participation is sent in writing, by mail, to the tenant, and the addressee does not respond to the request within 14 calendar days after mailing; or if the Program has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the tenant provide missing documentation or information; or if a tenant confirms in writing that they do not wish to participate then the application will be denied.

Rental Assistance to Temporarily Displaced Households

If a household can provide evidence that they have been displaced as a result (directly or indirectly) of the COVID-19 outbreak, the Hall County ERAP may provide payments for a hotel or motel room occupied by a temporarily displaced household. Payments will be made on a monthly basis and the applicant will recertify every three months that they have been unable to locate long term housing.

Recertification Process for Additional Assistance

Assistance provided to households for prospective, or future, rents is limited to three months and is based on an application by or on behalf of the household. If the household needs additional assistance, subject to the availability of funds, they must request the additional assistance.

Households will be required to provide updated total household income if the household chooses to provide monthly household income information instead of providing the household's income as the total income for the 2020 year. Income information must be updated to reflect the total household income received for the 60 days prior to the request for additional assistance.

The total number of months of assistance provided to any household may not exceed up to 12 months in arrears and 3 months prospective rent (or any combination that totals 15 months) under ERAP 1.0, and may not exceed up to 15 months in arrears and 3 months prospective rent (or any combination that totals 18 months) under ERAP 2.0, and rental assistance (including late fees and other fees specified in the lease) may not exceed $2,500.00 per month, subject to the availability of funds.

Payment of Funds

The Hall County Grants Division of the Financial Services Department will enter the UnQork system of record every week initially and then bi weekly as needed and will be able to access a file of all approved disbursements. This file will include the Landlords who are receiving the payment, their W-9, the tenants in whose behalf they are receiving the payments and the payment months they are receiving. They will enter the Landlords into the County vendors system, including the W-9 for the Landlord. The County will take each file and use it to follow normal County Process for cutting and disbursement of checks. (See County disbursement processes and requirements for details).

Hall County will cut checks to Landlords or Tenants and will solely manage the disbursement of program funds in accordance with the Hall County Accounts Payable Administrator Standard Operating Procedures for Fiscal Year 2021, and all Landlords will be set up as vendors in accordance with the Hall County New Vendor Setup and instructions, both of which by reference is made a part hereof.

The County will issue 1099's to the Landlords at the end of each year.

If back rent owed to a previous residence is proving to be an impediment to an applicant gaining a new rental situation after they have been evicted, a one-time lump sum payment could be made to the previous landlord to clear the past due amount, and assistance can be provided to pay security deposit and up to 3 months prospective rent to ensure that the applicant is housed. The funding will be paid directly to the landlord of the old apartment and the landlord of the new apartment and not to the tenant.

If an applicant is homeless and wishes to move to a hotel, assistance will be provided one month at a time, not to exceed $2,500.00 per month, and payable to the hotel only, and the hotel must cooperate by agreeing to accept the programs check as payment. During that month, the applicant should attempt to find more permanent housing through the United Way, Family Promise, or Gainesville Housing.

If an applicant applied as a tenant only and did not use 100% of the funds for rent, future applications will be denied because they violated the terms of the grant agreement by not applying 100% of funding to rent.

Decision process

Case Managers will process the applications for assistance, both for applications submitted by or on behalf of eligible households. Once all processes of application review have been completed (including receiving and reviewing all documentation; eligibility criteria; prioritization criteria; household income has been determined; amounts of rent, and other expenses related to housing incurred due, either directly or indirectly, to the COVID-19 outbreak have been confirmed; and payment information has been received by the landlord and property ownership has been verified), applications will be recommended for approval or denial and forwarded to the Case Management Supervisor for final approval.

QA/QC

The Case Management Supervisor will review each denial file and will also pass 10% of each day's files to QA/QC who will review the files and return them to the Case Management Supervisor before they are released to the que for payment. QA/QC should occur within 24 hours of receipt by QA/QC. All completed QA/QC files will be returned to Case Management Supervisor once they have passed or returned to the Case Manager if they do not pass. If a file has been rejected by QA/QC, it must be corrected and returned through QA/QC a second time before it is returned to the Case Management Supervisor for final approval and released into the que for payment.

Households that do not meet one or more criteria will be notified of the denial determination via email.

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Notification of approval/denial

Applicants will receive determination notice via email that their application has been approved or denied. This notice will be provided through the program platform. If an application is denied, the applicants will be notified of their right to appeal.

Once an applicant has applied and been approved for all rent arrears, and up to 3 months prospective assistance, requests for additional assistance for prospective rents (not to exceed a total of 15 months assistance for both past due (arrears) and prospective rents under ERAP 1.0 and 18 months assistance for both past due (arrears) and prospective rents under ERAP 2.0) may be submitted. Additional prospective assistance is not guaranteed or automatically provided; the additional assistance must be validated, along with recertification of total household income. The $2,500.00 per month maximum for rental assistance (including late fees and other fees specified in the lease) will be applied to all requests for additional funding.

Appeals Process

Once applicants have received the determination notice of the approval or denial of their request for assistance, applicants may appeal the following decisions:

- Eligibility determination (criteria for household size, income, or property standards).
- Amount of assistance to be provided (amount due, amount of assistance received, and/or period of assistance), including zero assistance: and/or
- Additional assistance needed to ensure housing stability determination.

All appeals will be reviewed and resolved by the Appeals Committee with assistance from the Case Management Supervisor. The actual appeal will be prepared by the Case Manager based on information and evidence provided by the applicant. ERAP applicants or participants may request an appeal of a decision **within 14 days of the determination notice** from the ERAP Case Management System

The appeal must be submitted in writing via the link, email or regular mail and must include supporting documentation. The decision of the Appeals Committee will be provided to the applicant in writing and the application will be processed through to approval or denial.

Applicants may only appeal once; decisions made by the Appeals Committee will be final.

False Claims

Fraud is an illegal act of intentional deception or misrepresentation used to benefit oneself or others. Fraud includes but is not limited to false representations of material fact, false or misleading statements, or the concealment of something that should have been disclosed, which deceives and is intended to deceive. Fraud and abuse of the Emergency Rental Assistance Program (ERAP) funds may be the result of:

- Unauthorized access to sensitive information.

- Filing false applications or claims.
- Providing false statements to obtain assistance funds.
- Diversion of benefit proceeds.
- Forgery.
- Promised services not delivered, and/or
- Misuse and mismanagement of the funds.

Data must be analyzed to reveal trends, relationships, and correlations between the data that can identify ongoing fraud and abuse of funds.

Any person or entity (including its employees and affiliates) that enters into an agreement with the Hall County ERAP that witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud, misuse of funds or embezzlement has occurred must immediately make a report through the following channels:

- Bill Linkous - Deputy County Attorney, wlinkous@hallcounty.org or call 770-297-2686

- The Treasury Office of Inspector General hotline at 800-359-3898

An individual filing a complaint may request the complaint to be handled confidentially if they believe disclosing their identity may create a hardship or place them in danger. If confidentiality is elected, it is suggested but not required to provide as much contact information as they are comfortable if additional details are needed. Filing an anonymous complaint may limit the ability of conducting a complete investigation.

A false claim is any action taken by a tenant, landlord, property manager, owner, or any service provider that knowingly:

- Submits an application with any fraudulent information or documentation.
- Overcharges for a cost or service.
- Misrepresents the amount of rent, or housing services due.
- An assistance request that is ineligible.
- Submits an application for assistance that is not owed.
- Submits an application for assistance that has been paid.
- Fails to report rent, costs or services that have been paid; and/or
- Fails to repay assistance for costs or services reimbursed from other sources.

Actions include but may not be limited to the following:

1. Seek legal counsel, who will provide the protocol for conducting an investigation, preserve any evidence, and advise on the determination of the appropriate legal action to be taken.
2. Communicate with the responsible individuals within Hall County, ensuring only those that have a role in the investigation and decision-making actions are involved, including the content and timing of information to be shared.

3. Engage an experienced and credentialed forensic accountant to conduct an investigation. This will identify the scope, number of losses and preserve evidence, as well as providing interviews, removing the burden of investigation off management.
4. Preserve evidence from sources that may include copies of electronic backup, network, hard drives, laptops, etc.
5. Place employees on leave and restrict access (if employees are suspected of being involved).
6. Document all efforts and maintain records of the activities from the point of discovery of fraud, protocol taken, and outcomes.

Administrative Costs

Administrative costs are those expenditures for the overall administration of, and that are required by, the ERA Program. Sometimes called indirect or overhead costs, administrative costs are those operational expenses that cannot be directly charged to a specific project or program but are for the overall administration and management of the funding.

Administrative costs include general management, coordination such as providing local officials and citizens with information about ERA, preparing budgets and schedules, preparation and submission of reports and other Treasury-required documents, and monitoring and oversight activities. Administrative costs may also include training for staff, contractors or community partners who will administer or participate in the program, as well as case managers who will serve program participants, if this training is directly related to learning about the ERA program.

Administrative costs do not include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation activities, such as staff salaries, and other operating costs.

All administrative costs and time charged to the ERA Program must be documented through the appropriate means (*e.g.,* timesheets and attendance records identifying ERA and other programs, invoices, receipts, etc.).

Direct costs are those that can be identified specifically with a specific cost objective, such as a grant, contract, project, or activity. Direct costs include wages; fringe benefits allocated to the direct labor employees; consultant services; travel; materials, supplies, or equipment for use on a specific grant or contract; and communications costs for a specific grant, award, activity, or contract.

Indirect costs are those expenses that are necessary to conduct business and perform the required activities but are not readily identified with a particular grant or contract. These costs include rent, utilities, accounting and human resource personnel, and other operational costs. Documentation for indirect costs would include an approved Indirect Cost Rate.

An indirect cost rate is simply a mechanism for determining fairly and conveniently within the boundaries of sound administrative principle, what proportions of departmental/organization administration costs each program should bear. An indirect cost rate represents the ratio between the total indirect costs and benefiting direct costs, after excluding and or reclassifying unallowable costs, and extraordinary or distorting expenditures. (i.e., capital expenditures and major contracts and subgrants). The indirect costs in the numerator of the equation should bear a reasonable relationship to the direct costs from the denominator. This will allow for each program or activity represented in the direct costs base to assume a fair share of indirect costs when the rate is applied.

Documentation supporting all administrative costs, whether direct or indirect, must be maintained and available for review by program staff, Treasury, the Office of Inspector General, or auditors.

Applicant Confidentially

Employees and agents of the Program will not disclose any applicant's personal confidential information as part of the program. All confidential information of applicants will be kept in a password protected electronic file and unavailable to persons outside of the program. At all times, the Program will abide by all requirements stated within the Privacy Act of 1974 as amended. If a request for public records related to the program is received, only non-confidential information, as verified by the Program, will be provided. The Program shall follow its Personally Identifiable Information (PII) policies and procedures to ensure all records containing personally identifying information of any person or family who applies for and/or receives assistance is kept secure and confidential.

Personally Identifiable Information

Personally Identifiable Information (PII) is defined as:

Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information:

- That directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or
- By which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors. Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media.

Program staff are reminded that safeguarding sensitive information is a critical responsibility that must be taken seriously at all times. The program specifies the following security policies for the protection of PII and other sensitive data:

- It is the responsibility of the individual staff member user to protect data to which they have access.
- Staff having access to personal information shall respect the confidentiality of such information and refrain from any conduct that would indicate a careless or negligent attitude toward such information. Staff also shall avoid office gossip and should not permit any unauthorized viewing of records contained in the system of records. Only individuals who have a "need to know" in their official capacity shall have access to such systems of records.

The loss of PII can result in substantial harm to individuals, including identity theft or other fraudulent use of the information. Because program staff may have access to personal identifiable information concerning individuals and other sensitive data, they have a special responsibility to protect that information from loss and misuse.

With these responsibilities Program Managers should ensure that their staff safeguard program information to which their employees have access at all times. Program Managers should ensure their employees are aware of their responsibilities regarding the protection of PII in the Program. In addition to the forgoing, if employees become aware of a theft or loss of PII, they are required to immediately inform their Program Manager.

Reporting Requirements

At a minimum, to ensure that Treasury can fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing monitoring and oversight responsibilities, the Program will collect from households and retain records on the following:

- Address of the rental unit.
- For landlords, the name, address, and Social Security number, tax identification number (TIN), Employer Identification Number (EIN), or DUNS number.
- Amount and percentage of monthly rent covered by Program assistance.
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak).
- Amount of outstanding rental arrears for each household.
- Number of months of rental payments for which ERA assistance is provided.
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.

The Program must also collect information as to the number of applications received to be able to report to Treasury the acceptance rate of applicants for assistance. The Program will comply

with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect: see Confidentiality section.

The CFDA listing number assigned to the Program is 21.023.

Monitoring

The Program will create a separate plan that covers monitoring objectives and activities, review topics, assessments, and follow-up; and will be used for performance and compliance monitoring and will assist the Program and any subrecipients to prepare for an audit in the event the program or project, recipient or County is audited by either internal auditors or the Department of the Treasury (Treasury) Office of Inspector General (OIG). The OIG has been tasked with responsibility for monitoring and oversight of the receipt, disbursement, and use of CRF payments.

This Monitoring will be an on-going process used to ensure compliance, including program or project effectiveness with requirements, rules, and regulations.

Non-compliance

If compliance or performance issues are found, the Program will be provided an outline of the identified deficiencies and recommendations of corrective actions. The Program or subrecipient will be asked to submit a corrective action plan within a defined duration. Follow up actions will be scheduled to address the progress of the resolution and technical assistance will be provided.

Closeout

Closeout is the process used to determine that all CRF and program/project requirements have been completed. Once it has been determined that all requirements have been met and funds expended, the closeout process is initiated, and the closeout procedures contained in this Plan should be followed.

The Program will develop a closeout process that applies to programs, projects executed by subrecipients or other pass-through entities, which are ready for closeout, when all applicable administrative actions and all required work of the award have been completed.

Program documentation, including governing agreements, financial records, supporting documentation used to justify costs (receipts, timesheets, etc.), and all other essential records should be maintained in the Program file or System of Record for a period of six years. Subrecipients or other pass-through entities are expected to maintain the Program files or System of Record for the same time-period.

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Record Keeping

Accurate, complete, and orderly records that support the decisions, actions, expenditures, correspondence, outcomes, reports, compliance, and other programmatic accomplishments must be maintained for a minimum of six (6) years after the final expenditure of the federal ERA Program funds by the Hall County Grants Division of the Financial Services Department.

All ERA Program recipients shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with the Act. Records supporting compliance with the Act include but are not limited to:

1. General ledger and subsidiary ledgers used to account for (a) the receipt of Emergency Rental Assistance Program payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19.
2. Payroll, time records, human resource records to support costs incurred for payroll expenses related to ERA costs.
4. Receipts of purchases made related to ERA.
5. Contracts and subcontracts entered into using Emergency Rental Assistance Program payments and all documents related to such contracts.
6. Grant agreements and grant subaward agreements entered into using Emergency Rental Assistance Program payments and all documents related to such awards.
7. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients.
8. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards.
9. All internal and external email/electronic communications related to use of Emergency Rental Assistance Program payments; and
10. All investigative files and inquiry reports involving Emergency Rental Assistance Program payments.

Records shall be maintained for a period of six (6) years after final payment is made using Emergency Rental Assistance Program funds. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Emergency Rental Assistance Program payments from prime recipients.

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

References

Link to the Consolidated Appropriations Act:
BILLS-116hr133enr.pdf (congress.gov)

Subtitle A – Emergency Rental Assistance
Excerpt_Section-501_PL-115-260.pdf (treasury.gov)

Link to U. S. Treasury Frequently Asked Questions:
ERA-Frequently-Asked-Questions_Pub-2-22-21.pdf (treasury.gov)

Department of Treasury, Office of the Inspector General Coronavirus Relief Fund Frequently Asked Questions
Department of the Treasury Office of Inspector General Coronavirus Relief Fund Frequently Asked Questions Related to Reporting and Recordkeeping (Revised)(OIG-CA-20-028R)

Training Section

See Training Manual for details of staff training.

Sample Documents

Sample documents are in the Guidelines manual.

EXHIBIT Q

Suffolk County Emergency Rental Assistance Program for COVID-19 Relief

Frequently Asked Questions

WHAT ARE THE ELIGIBILITY REQUIREMENTS?

To qualify for assistance in the Emergency Rental Assistance Program, residential renters must meet all of the following criteria:

* Be a Suffolk County resident who is currently occupying a legal permanent housing unit (no hotels, motels, or dorms) within one of the participating Suffolk County Consortium municipalities (see below).
* Be a Low to Moderate Income Household. All applicant households (except for those in the Town of Huntington) must have a combined gross annual income not exceeding 80% of the area median income (AMI) as determined by HUD. Applicants residing within the Town of Huntington must have a combined gross annual income not exceeding 60% AMI (see chart that follows).
* Have a fully-executed lease that has been in effect for a minimum of one month at the time of application, and has a term of at least one year.
* Renter must demonstrate financial hardship as a direct result of the COVID-19 pandemic.
* Must not have received other rental assistance from any governmental agency.

WHAT TOWNS ARE IN THE SUFFOLK COUNTY CONSORTIUM AREA?

Applicants **must** reside in a rental unit within the Suffolk County Consortium Selection Area stated below:

- **Town of East Hampton –** and the Village of Sag Harbor
- **Town of Huntington –** entire town
- **Town of Riverhead –** entire town
- **Town of Shelter Island –** excluding incorporated villages
- **Town of Smithtown –** and the Village of the Branch
- **Town of Southampton –** and the incorporated Villages of Sag Harbor, Southampton, Westhampton Beach and Westhampton Dunes
- **Town of Southold –** the entire town

DO I HAVE TO HAVE COVID-19 TO BE ELIGIBLE FOR THIS PROGRAM?

No, you just need to have lost income because of COVID-19.

HOW DO I APPLY FOR THE COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM?

Visit (LINK) to apply for rental assistance. After the closure of the application period, a lottery system will be used to provide grant assistance, in order to provide equitable access to all renters residing within the Consortium area.

DOES THE LANDLORD NEED TO APPLY AS WELL AS THE TENANT?
No, only the tenant should apply. Suffolk County Community Development Office (SCCDO)will request the Landlord to provide documentation and sign a program agreement prior to assistance being provided.

HOW LONG DOES THE EMERGENCY RENTAL ASSISTANCE LAST?
Emergency rental assistance will take the form of a one-time payment of 100% of one month's rent, up to a maximum of $2,500.

WILL THE COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM COVER TENANT UTILITIES?
Only if the utilities are an existing part of the tenant's contracted lease payment.

WHAT IF I DO NOT HAVE A LEASE?
You are not eligible if you do not have a lease. You can request that your landlord sign a lease extension, but rent must remain the same.

ARE THERE INCOME GUIDELINES?
The maximum combined allowable annual income for applicants shall not exceed 80% of the area median annual household income (AMI) as determined by HUD. Applicants residing within the Town of Huntington cannot exceed 60% AMI. Such amounts are set forth below.

Household Size	Maximum Combined Allowable Annual Income (60%AMI)	Maximum Combined Allowable Annual Income (80%AMI)
1	$53,200	$70,900
2	$60,800	$81,050
3	$68,400	$91,200
4	$75,950	$101,300
5	$82,050	$109,400
6	$88,150	$117,500
7	$94,200	$125,600
8 or more	$100,300	$133,700

HOW LIKELY AM I TO GET HELP?
Funding is very limited and we will not be able to help everyone. Your chances for receiving assistance are dependent upon the number of renters who apply.

HOW LONG WILL THIS PROGRAM LAST?

This is a program designed specifically to address those affected by COVID-19's impact on the economy. Available funds are limited.

AM I ELIGIBLE IF ALREADY RECEIVING ASSISTANCE FROM ANOTHER RENTAL ASSISTANCE PROGRAM?
No, this program cannot provide additional assistance if you already receive rental assistance through Section 8, or any similar program.

WHAT IF I LOST MY INCOME BEFORE COVID-19 OR MY INCOME LOSS IS UNRELATED TO COVID-19?
You would not be eligible. This program is only available to tenants who lost income due to the impacts of COVID-19.

WHAT IF I APPLY BUT MY LANDLORD DOES NOT RESPOND TO SCCDO OR IS NOT WILLING TO AGREE TO THE FUNDERS' TERMS?
Unfortunately, we need participation from your landlord to provide assistance.

WHAT IF I WAS ALREADY BEHIND IN RENT PRIOR TO THE COVID-19 PANDEMIC? CAN I STILL QUALIFY FOR ASSISTANCE?
Existing rental arrears do not disqualify a tenant from eligibility so long as they meet all other eligibility criteria. Landlords must agree to postpone any eviction proceedings until at least 30 days after receipt of payment from the Emergency Rental Assistance program.

WHAT IF I HAVE RECEIVED AN EVICTION NOTICE?
You may be able to receive funds through DSS or other sources. Call 311 for a wide variety of resources.

WHAT IF PAYMENTS THROUGH THIS PROGRAM ARE PROVIDED AFTER THE RENT DUE DATE? WILL THE ASSISTANCE AMOUNT BE INCREASED TO COVER THE LATE FEES?
All effort will be made to provide rental payments in a timely manner, but landlords must agree to waive all late fees that may have accrued during the period for which emergency rental assistance is received.

DOES THIS PROGRAM LIMIT THE NUMBER OF TENANTS THAT ONE LANDLORD CAN HAVE APPLY FOR ASSISTANCE?
No.

WHAT DOCUMENTATION WILL THIS PROGRAM REQUIRE FROM THE LANDLORD?
Landlords will be required to provide a copy of the deed to the subject property, and to sign a preliminary Landlord Agreement form (provided by SCCDO). If the tenant and property are approved for assistance the Landlord will also be required to sign final Program Agreement form and a VAWA lease addendum, as applicable (both forms to be provided by SCCDO).

ARE THERE ELIGIBILITY CRITERIA FOR THE PROPERTY ITSELF?

In most cases the landlord will be required to certify that the property doesn't have outstanding code violations and meets all health and safety standards. In some instances SCCDO may be required to visit and certify the condition of the property. Properties for which code violations cannot be remedied or meet other property condition requirements may be ineligible to receive assistance through this program.

EXHIBIT R

TABLEAU DATABASE TOTAL DETROIT CERA APPLICATIONS PROCESSED

CERA Applications

Data Sources: MSHDA Portal CERA Detroit. Updated Weekdays at 4AM.

CERA Applications

58,125
Unique CERA #

Click to Filter by Status Below

23
Processing

17
Under Review

30,279
Approved

27,370
Denied

Reason for Denial

6,550
Duplicate Application

206
Income Over AMI Limit

175
No COVID Hardship

1,817
Not Renter

7,360
Unresponsive

11,262
Other

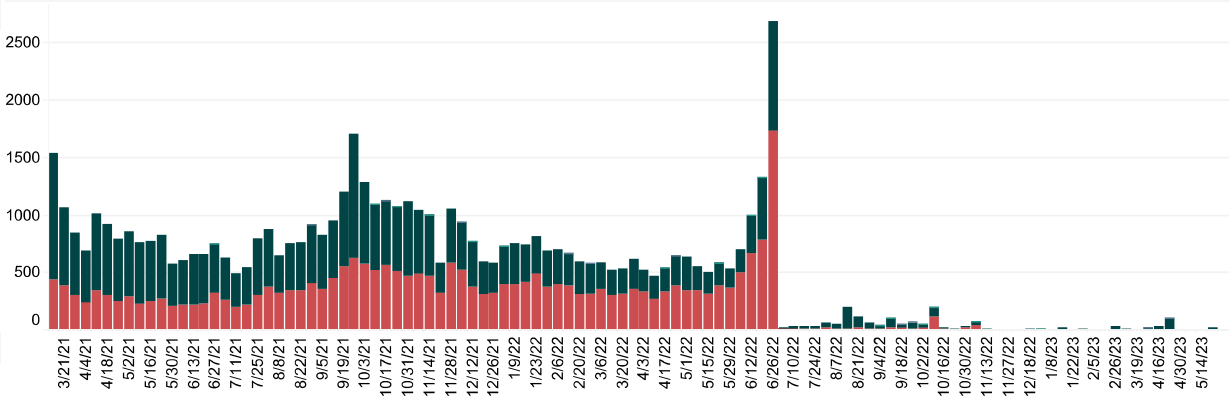
Show Chart by: Week

Filter by Processing Agency: All

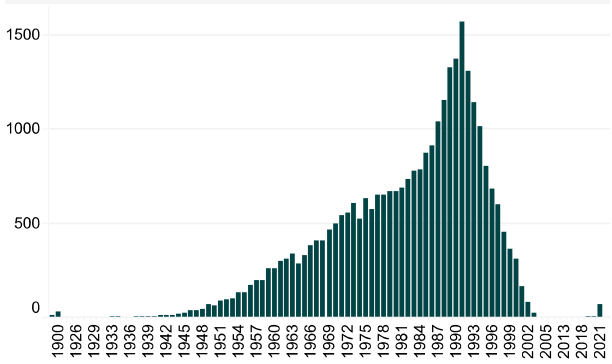
Filter by Funding Source: All

Processing
Under Review
Approved
Denied

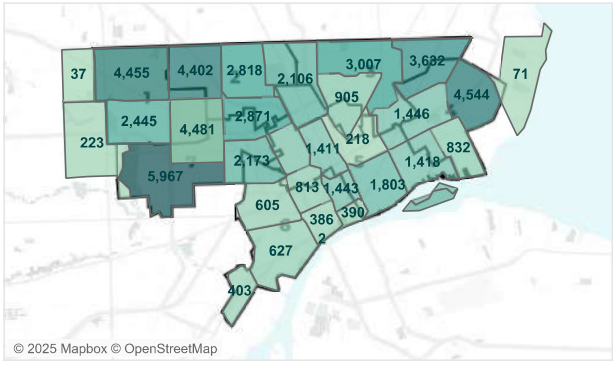
CERA Application Status by Date Submitted



Applicants by Year of Birth



CERA Application by Zip Code



CERA Applications

Data Sources: MSHDA Portal CERA Detroit. Updated Weekdays at 4AM.

CERA Applications

42,683
Unique CERA #

Click to Filter by Status Below

21,951
Approved

20,720
Denied

Reason for Denial

3,653
Duplicate Application

163
Income Over AMI Limit

147
No COVID Hardship

1,347
Not Renter

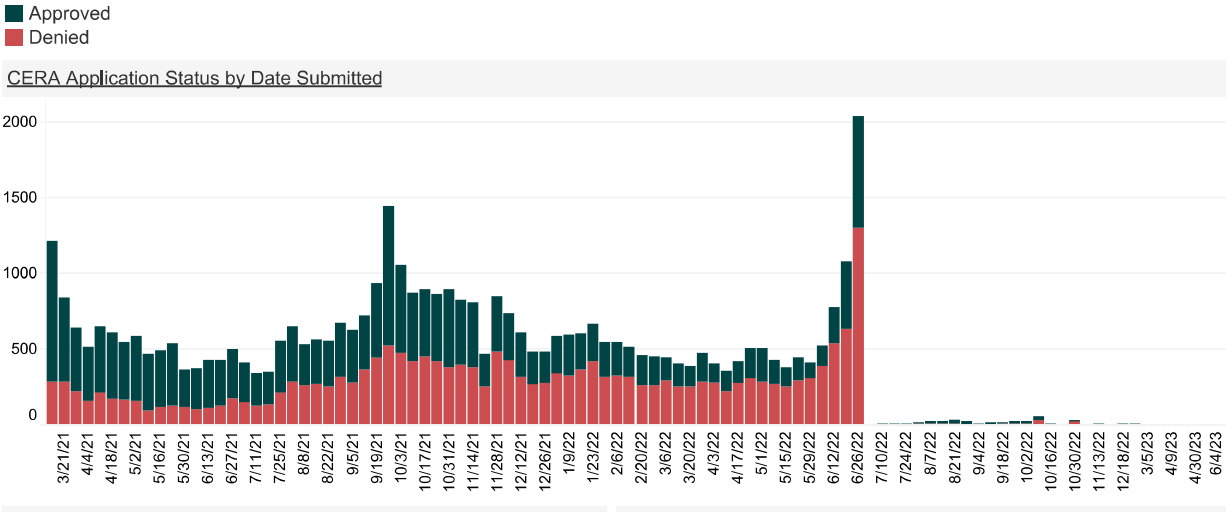
6,271
Unresponsive

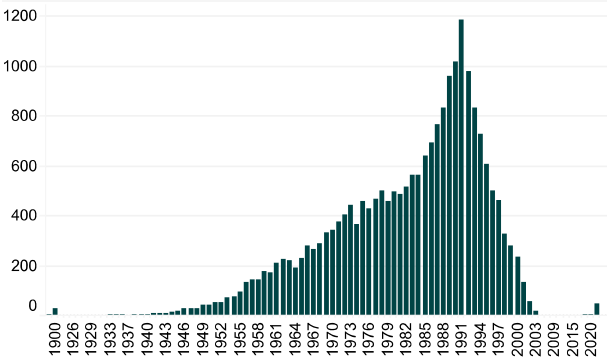
9,139
Other

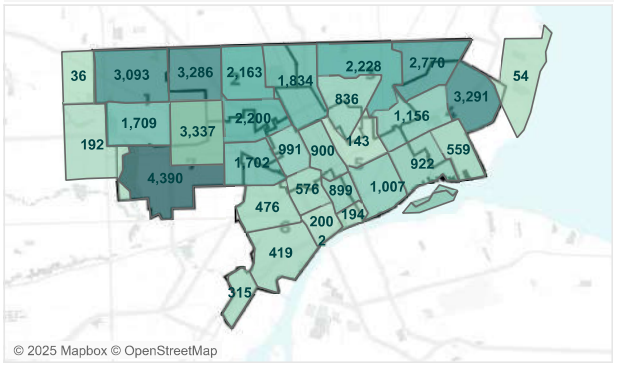
Show Chart by: Week

Filter by Processing Agency: WM

Filter by Funding Source: All







CERA Applications

Data Sources: MSHDA Portal CERA Detroit. Updated Weekdays at 4AM.

CERA Applications

15,444
Unique CERA #

Click to Filter by Status Below

23
Processing

17
Under Review

8,329
Approved

6,650
Denied

Reason for Denial

2,897
Duplicate Application

43
Income Over AMI Limit

28
No COVID Hardship

470
Not Renter

1,089
Unresponsive

2,123
Other

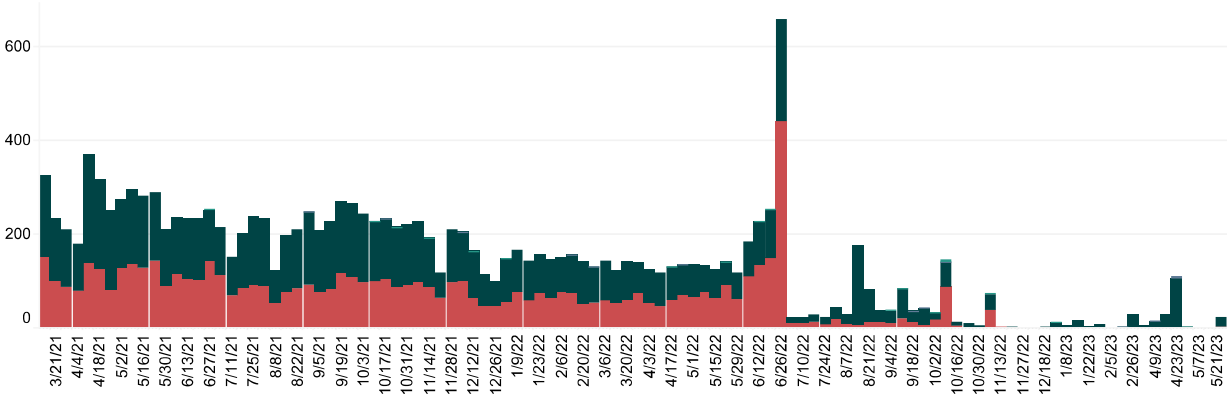
Show Chart by: Week

Filter by Processing Agency: UCHC

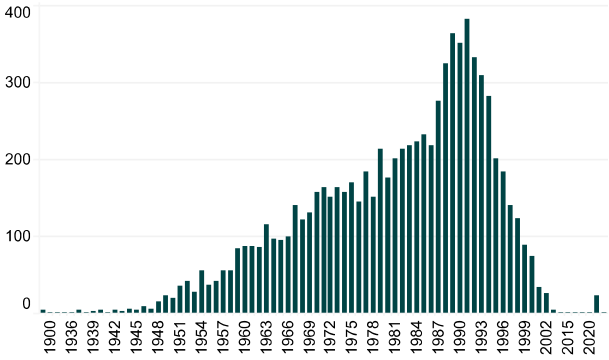
Filter by Funding Source: All

Processing
Under Review
Approved
Denied

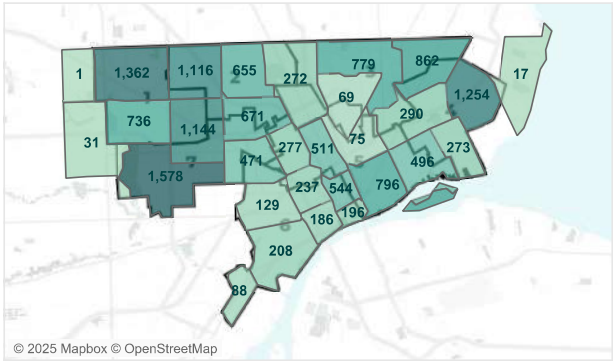
CERA Application Status by Date Submitted



Applicants by Year of Birth



CERA Application by Zip Code



CERA Applications

Data Sources: MSHDA Portal CERA Detroit. Updated Weekdays at 4AM.

CERA Applications

2,229
Unique CERA #

Show Chart by: Week

Filter by Processing Agency: All

Filter by Funding Source: ERAP #2 Detroit

Processing
Under Review
Approved
Denied

Click to Filter by Status Below

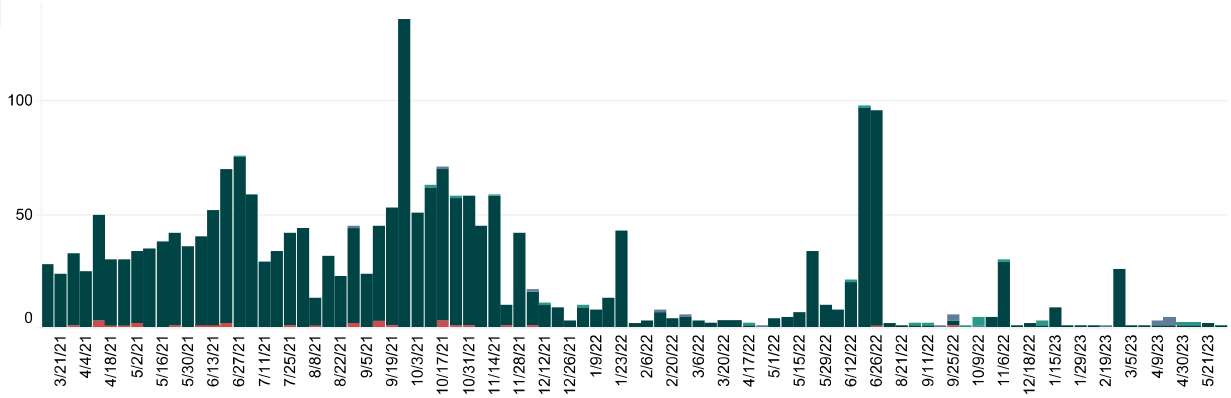
21
Processing

17
Under Review

2,161
Approved

30
Denied

CERA Application Status by Date Submitted



Reason for Denial

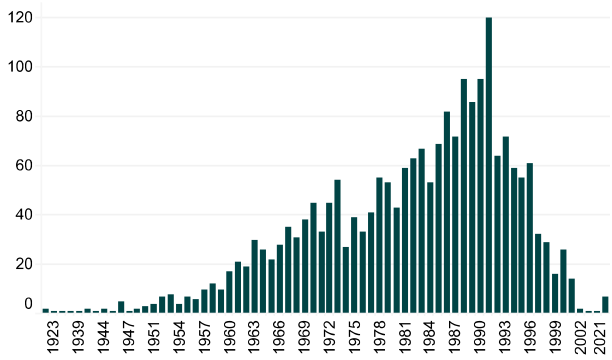
8
Duplicate Application

3
Not Renter

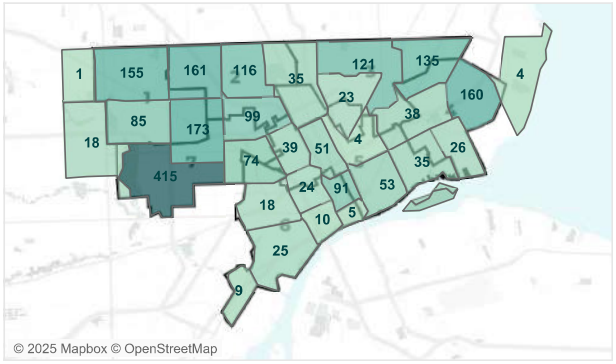
5
Unresponsive

14
Other

Applicants by Year of Birth



CERA Application by Zip Code



"TABLEAU DATABASE - DETROIT CERA APPLICATIONS PROCESSED BY ERAP 2 WAYNE COUNTY PROGRAM

CERA Applications

Data Sources: MSHDA Portal CERA Detroit. Updated Weekdays at 4AM.

CERA Applications

227
Unique CERA #

224
Approved

3
Denied

2
Unresponsive

1
Other

Show Chart by: Week

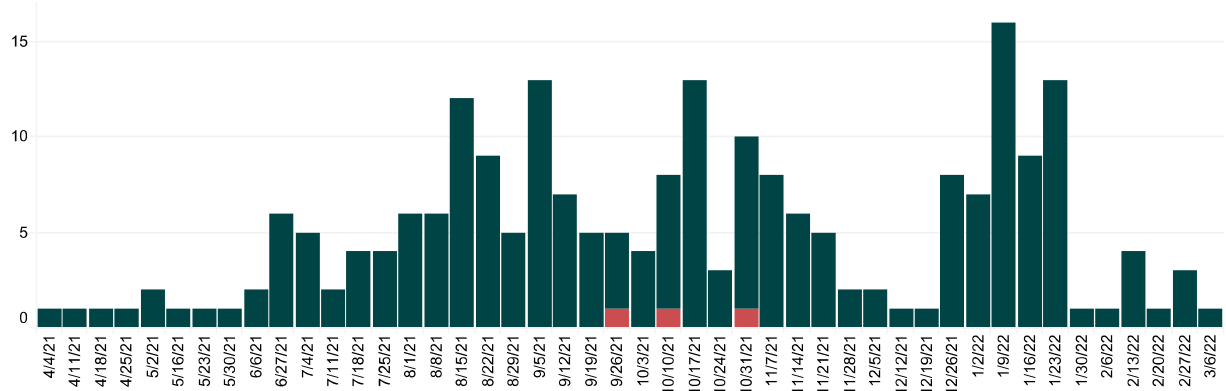
Filter by Processing Agency: All

Filter by Funding Source: Wayne County ERAP 2

Approved
Denied

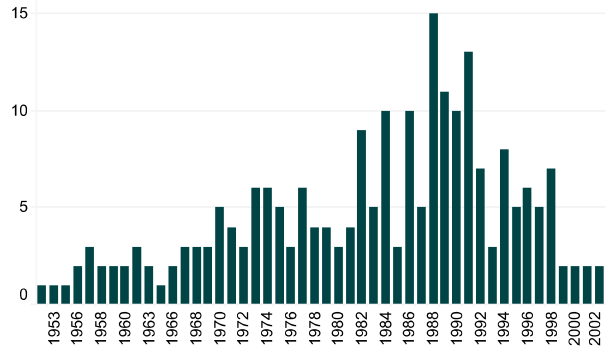
Click to Filter by Status Below

CERA Application Status by Date Submitted

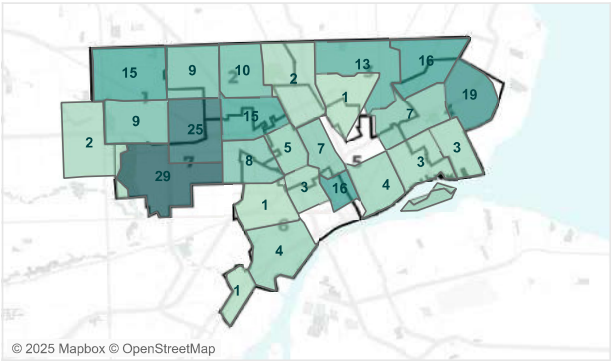


Reason for Denial

Applicants by Year of Birth



CERA Application by Zip Code



CERA Court Docket

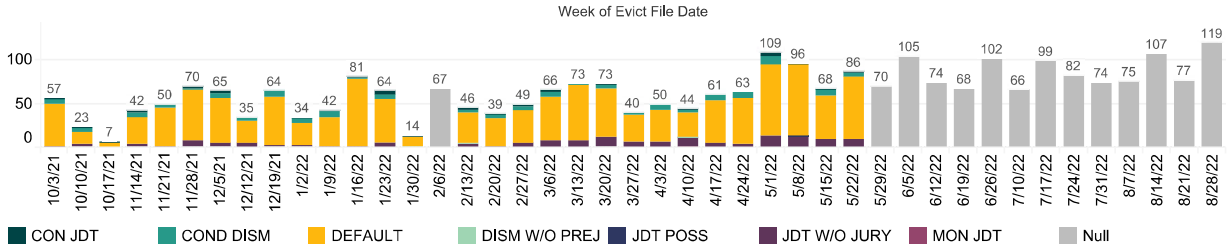
Data Sources: Evictions Filed, Evictions Signed, and Defaults. Updated Weekdays at 4AM.

Evictions Filed

Filter by Month
All

2,796
10/5/2021 to 9/2/2022

Evictions Filed Timeline by Disposition Type

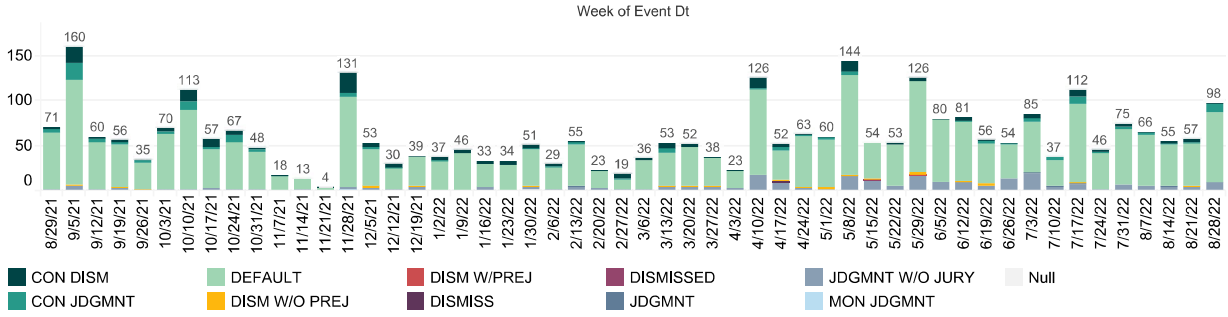


Evictions Signed

Filter by Month
All

3,134
8/30/2021 to 9/2/2022

Evictions Signed Timeline by Disposition Type



Defaults

Filter by Month
All

2,526
10/5/2021 to 9/2/2022

Defaults Timeline by Filing Type

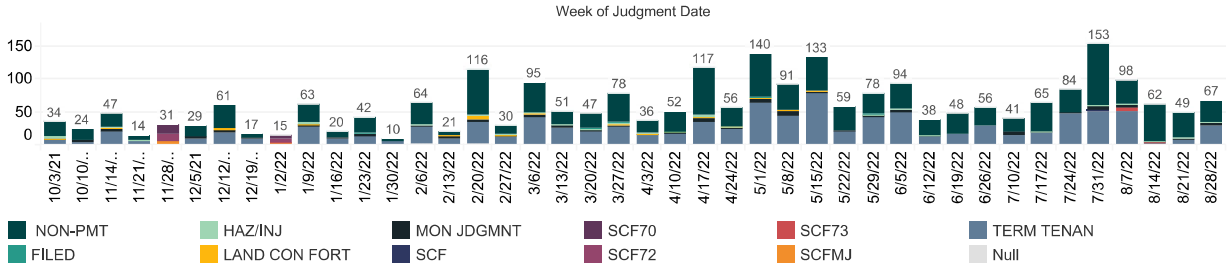


EXHIBIT S

ERA Compliance Report - City of Detroit- ERA 2 Quarter 2 2021
Report Period : Quarter 2 2021 (April-June)

Recipient Profile

Recipient Information

Recipient DUNS	006530661
Recipient DUNS (+4)	0000
Recipient TIN	386004606
Recipient Legal Entity Name	Detroit, City of
Recipient Type	Local Government
Recipient Address	2 Woodward Ave. Suite 1026
Recipient Address 2	
Recipient Address 3	
Recipient City	Detroit
Recipient State/Territory	MI
Recipient Zip5	48226
Recipient Zip+4	
Country Name	

Recipient Information

Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipients

Name: WAYNE-METROPOLITAN COMMUNITY ACTION AGENCY INC

Recipient DUNS	053258109
Recipient DUNS (+4)	
Recipient TIN	381976979
Recipient Type	Nonprofit with Sec 501(C)(3) IRS status (Other than an institution of Higher Education)
POC Email Address	mcenti@waynemetro.org
Recipient Address	7310 Woodward Ave.
Recipient Address 2	Suite 800
Recipient Address 3	
Recipient City	DETROIT
Recipient State/Territory	MI
Recipient Zip5	48202
Recipient Zip+4	3165
Is the subrecipient registered in SAM.gov	Yes

Name: UNITED COMMUNITY HOUSING COALITION

Recipient DUNS	051034715
Recipient DUNS (+4)	
Recipient TIN	382142140
Recipient Type	Nonprofit with Sec 501(C)(3) IRS status (Other than an institution of Higher Education)
POC Email Address	jthompson@uchcdetroit.org
Recipient Address	2727 SECOND AVENUE
Recipient Address 2	NO 313
Recipient Address 3	
Recipient City	DETROIT
Recipient State/Territory	MI
Recipient Zip5	48201
Recipient Zip+4	2658
Is the subrecipient registered in SAM.gov	Yes

Name: THE HEAT AND WARMTH FUND

Recipient DUNS	020396122
Recipient DUNS (+4)	
Recipient TIN	382646924
	Nonprofit with Sec 501(C)(3) IRS status (Other than an

Recipient Type	institution of Higher Education)
POC Email Address	crowland@thawfund.org
Recipient Address	535 GRISWOLD STREET
Recipient Address 2	STE 200
Recipient Address 3	
Recipient City	DETROIT
Recipient State/Territory	MI
Recipient Zip5	48226
Recipient Zip+4	3604
Is the subrecipient registered in SAM.gov	Yes

Name: City of Detroit

Recipient DUNS	
Recipient DUNS (+4)	
Recipient TIN	
Recipient Type	Local Government
POC Email Address	danielste@detroitmi.gov
Recipient Address	2 Woodward Ave
Recipient Address 2	Suite 1026
Recipient Address 3	
Recipient City	Detroit
Recipient State/Territory	MI
Recipient Zip5	48226
Recipient Zip+4	
Is the subrecipient registered in SAM.gov	Yes

Projects

Project Overview

Federal Award Identification Number (FAIN)	ERAE0204
CFDA #	21.023
Award Date	5/13/2021
Grant Funds Received	$11,232,532.04
Recipient Project ID	CODERAP2
Name of the ERA Project	City of Detroit ERA2 Project
ERA Project Website URL	http://www.detroitevictionhelp.com
Geographic Service Area	City-Wide
System for Prioritizing Assistance Narrative	The city's ERAP2 program targets households earning at or below 80% AMI with priority given to those below 50%-under $40,000 for a household of four, in the Detroit region. All applications are received through the MSHDA online application portal (paper applications are available in English and Spanish and are input into the online system by subrecipient agencies) and are disseminated to the proper subrecipient agency who in turn prioritizes based on eligibility factors including household income, rental or utility arrears stemming from March 13, 2020 and eviction status. Other factors are also required for an application to be considered such as documented hardships accepted by ARPA and related to Covid19. The majority of applicants to the program are below the 50% AMI threshold. Information about the prioritization of applications is available at detroitevictionhelp.com. Within the state of Michigan, the City of Detroit has consistently had over 21% of applications for the CERA or ERA1 program. This intake pipeline is the same for ERAP2. The ERAP2 program is better able to serve low-income residents in the City of Detroit who require higher and are eligible for higher amounts of rental assistance, utility and internet assistance, and/or temporary relocation supports than allowed under the State's CERA or ERA1 guidelines.
	The City of Detroit, Michigan's Emergency Rental Assistance Program also known as ERAP2 is a citywide program serving residents and landlords with properties in the City limits of Wayne County. In order to ensure streamlined communication for residents, ERAP2 has aligned application and access through the State's ERA1 or CERA (COVID Emergency Rental Assistance Program). Residents apply for CERA and are determined eligible for payment through ERAP2 on the backend by processing agencies. The city has selected three subrecipient agencies to administer the rental assistance, eviction prevention and housing stability services provided under ERAP2. These agencies are: Wayne Metro Community Action Agency, United Community Housing Coalition and The Heat and Warmth Fund. The three subrecipients together are expected to assist 200-400 eligible households per month with direct financial assistance from ERAP2 totaling between $8,000-10,000 per household on average. (The same

Project Description	subrecipients are also serving households under the ERA1 program so the total number of households served monthly in the Detroit region is expected to be 1000 – 2000.) Subrecipients have submitted monthly detailed spending plans to the City of Detroit aligned with Treasury spending guidelines. The city expects to spend 50% of its current total allocation by the March 31, 2022 deadline. Other key partner organizations include legal services providers (Lakeshore Legal Aid, Michigan Legal Services-both of whom offer free legal help to households with eviction proceedings held in Detroit's 36th District Court-where 4 judges hear 40-70 nonpayment of rent cases daily). The city also partners closely with the 36th District Court and twice a week, hosts its partner coordination meeting where at a minimum, involving all ERAP2 processing agencies, state officials, 36th District Court, local utility providers, legal service providers, and the City's internal support teams. Tenant-defendants in 36th District Court can avail themselves of a 45 day stay of proceedings by confirming submission of a rental assistance application. Through the increasing number of evictions filed and the growing need for free legal representation, The city formed Detroit Landlord-Tenant Legal Counsel (DLTLC) Program, utilizing ERAP2 Housing Stability Services. DLTLC is a partnership with private lawyers who are paid on a case-by-case basis once a Conditional Dismissal to remove the eviction judgement has been obtained. Legal Service Providers, City Building Safety and Engineering Department Authority staff, City Procurement and Contracting staff, and rental assistance processing agencies conducted training for accepted lawyer applicants to the DLTLC program. The city also has program relationships with the Michigan State Housing Development Authority (MSHDA), the Homeless Action Network of Detroit (HAND) and the Coordinated Assessment Model (CAM) who serves as the city's Continuum of Care and point of entry for homeless individuals. Although eviction prevention is the primary goal of ERAP2, other households facing imminent threats of homelessness can also receive assistance through the program. This includes hotel-motel placement for those who are doubled-up and have been forced out of their homes due to code, health and safety violations. ERAP2 outreach efforts thus far have included legal service provider staffing at 36th District court, program presentations hosted on social media and during neighborhood and community meetings, direct outreach meetings to plaintiff attorneys and landlords with multiple properties, flyers distributed throughout the community as part of larger targeting efforts including vaccine canvassing, mailings to tenant-defendants alongside 36th District hearing notices, mailings to tenant-defendants on the 36th District writ list, and public television advertising. The primary way for residents and landlords to obtain program information and apply is online through the city's website at detroitevictionhelp.com or call the Detroit Eviction Helpline at (866) 313-2520 where residents can receive free Navigation Appointments and complete their application via phone. Community Partners can request outreach presentations or download social media materials in multiple languages directly at the detroitevictionhelp.com website.

Use of Fact Based Proxies for Determining Eligibility	Yes
Explanation for Use of Fact Based Proxies for Determining Eligibility	Sub-recipients have the ability to use fact based proxies specifically zip codes with associated median income levels in the City of Detroit. For the current reporting period self attestations of income were the primary eligibility verification utilized for the processing of applications.

Subawards

Subward No: 6003723

Subaward Type	Grant: Reimbursable
Subaward Obligation	$8,215,000.00
Subaward Date	7/4/2021
Place of Performance Address 1	7310 Woodward Ave Suite 800
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48202
Place of Performance Zip+4	3165
Place of Performance Country	United States
Description	Subrecipient provides emergency rental assistance and utility assistance
Subrecipient	Wayne Metropolitan Community Action Agency
Period of Performance Start	7/4/2021
Period of Performance End	7/15/2024

Subward No: 6003722

Subaward Type	Grant: Reimbursable
Subaward Obligation	$4,920,100.00
Subaward Date	7/16/2021
Place of Performance Address 1	2727 Second Ave Suite 313
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48201
Place of Performance Zip+4	2658
Place of Performance Country	United States
Description	Subrecipient provide emergency arrearages in rental assistance and utility assistance,
Subrecipient	United Community Housing Coalition
Period of Performance Start	7/16/2021
Period of Performance End	7/15/2024

Subward No: 6003724

Subaward Type	Grant: Reimbursable
Subaward Obligation	$1,187,000.00
Subaward Date	7/4/2021
Place of Performance Address 1	1212 Griswold
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48226
Place of Performance Zip+4	3604
Place of Performance Country	United States
Description	Subrecipient provides assistance to eligible households for utility assistance.
Subrecipient	The Heat and Warmth Fund
Period of Performance Start	7/4/2021
Period of Performance End	7/15/2024

Subward No: 6003722b

Subaward Type	Grant: Reimbursable
Subaward Obligation	$1,364,189.91
Subaward Date	7/4/2021
Place of Performance Address 1	2727 Second Ave Suite 313
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48201
Place of Performance Zip+4	
Place of Performance Country	United States
Description	increase award by 1,364,189.91
Subrecipient	UNITED COMMUNITY HOUSING COALITION
Period of Performance Start	7/4/2021
Period of Performance End	7/15/2024

Subward No: 6003723b

Subaward Type	Grant: Reimbursable
Subaward Obligation	$10,895,040.00
Subaward Date	7/4/2021
Place of Performance Address 1	7310 Woodward Ave

Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Detroit
Place of Performance State	MI
Place of Performance Zip	48202
Place of Performance Zip+4	
Place of Performance Country	United States
Description	increase award by 10,895,040
Subrecipient	WAYNE-METROPOLITAN COMMUNITY ACTION AGENCY INC
Period of Performance Start	7/4/2021
Period of Performance End	7/15/2024

Expenditures

Aggregate Expenditures more than $30,000

Expenditure: EN-00135672

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$8,963.24
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00135670

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$239,334.60
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00135669

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	

Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	($239,334.60)
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134780

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005137
Subaward No	6003724
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$239,334.60
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134577

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$124,683.93
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134576

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$230,273.20
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134574

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$3,894,963.63
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134573

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$75,524.43
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of	

the grant?	
If No above, provide a brief description	

Expenditure: EN-00134570

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/30/2021
Expenditure Amount	($75,524.43)
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134563

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$15,351.00
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134558

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021

Expenditure End	12/31/2021
Expenditure Amount	$1,943,609.67
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134569

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$75,524.43
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134552

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$3,616,847.10
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134545

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143

Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2021
Expenditure Amount	$110,428.33
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00134513

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	10/1/2020
Expenditure End	12/31/2021
Expenditure Amount	($199,685.08)
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00130536

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	10/1/2021
Expenditure End	12/31/2020
Expenditure Amount	($242,010.64)
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218697

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	($31,902.52)
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218596

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$15,951.26
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218366

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/30/2022

Expenditure Amount	($14,185.24)
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218350

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	($15,000.00)
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00218604

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	($17,998.97)
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00216272

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	

Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$127,799.55
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00215347

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005137
Subaward No	6003724
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$23,950.61
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00214418

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005137
Subaward No	6003724
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$431,834.79
Expenditure Category	Financial Assistance: Utility/Home Energy Costs Arrears
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213635

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$53,991.33
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213414

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$1,421,856.81
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213410

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005140
Subaward No	6003722
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$83,753.82
Expenditure Category	Administrative Costs

Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213218

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$4,963,497.16
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213199

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$1,568,863.86
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213182

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	

Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$194,188.73
Expenditure Category	Financial Assistance: Other Housing Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213177

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$694,870.09
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00213167

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	($367,737.92)
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00201660

Project Name	City of Detroit ERA2 Project

Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	1/1/2022
Expenditure End	3/31/2022
Expenditure Amount	$367,737.92
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00021288

Project Name	City of Detroit ERA2 Project
Subaward ID	SUB-0005143
Subaward No	6003723
Subaward Type	Grant: Reimbursable
Subrecipient Name	
Expenditure Start	7/4/2021
Expenditure End	9/30/2021
Expenditure Amount	$131,582.31
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003107

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$0.00
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003106

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$15,000.00
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003105

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$12,629.54
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003104

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$14,185.24

Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003103

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$15,951.26
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003099

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$131,582.31
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	N/A

Expenditure: EN-00003098

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	

Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$131,582.31
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003097

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$131,582.31
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00003096

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	8/1/2021
Expenditure End	9/30/2021
Expenditure Amount	$17,998.97
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	Yes
If No above, provide a brief description	

Expenditure: EN-00520706

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$512,200.22
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473969

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$41,362.87
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473968

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$13,254.95
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of	

the grant?	
If No above, provide a brief description	

Expenditure: EN-00473967

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Financial Assistance: Other Housing Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473966

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$279,599.48
Expenditure Category	Financial Assistance: Rental Arrears
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473965

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022

Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473964

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$100,425.60
Expenditure Category	Administrative Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473963

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473962

Project Name	City of Detroit ERA2 Project
Subaward ID	

Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$217,314.22
Expenditure Category	Financial Assistance: Other Housing Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473961

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$64,096.61
Expenditure Category	Financial Assistance: Utility/Home Energy Costs Arrears
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473960

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473959

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$1,194,378.95
Expenditure Category	Financial Assistance: Rental Arrears
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Expenditure: EN-00473958

Project Name	City of Detroit ERA2 Project
Subaward ID	
Subaward No	
Subaward Type	
Subrecipient Name	
Expenditure Start	4/1/2022
Expenditure End	6/30/2022
Expenditure Amount	$0.00
Expenditure Category	Financial Assistance: Rent
Is the subrecipient complying with terms and conditions of the grant?	
If No above, provide a brief description	

Aggregate Disbursements less than $30,000

Expenditure: EN-00218724

Project Name	City of Detroit ERA2 Project
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Subaward Type (Aggregates)	Aggregate of Contracts Awarded for less than $30,000
Total Quarterly Expenditure Amount	$77,200.00
Total Quarterly Obligation Amount	$408,000.00

Expenditure: EN-00135683

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Other Housing Costs (ERA2 Only)
Subaward Type (Aggregates)	Aggregate of Contracts Awarded for less than $30,000
Total Quarterly Expenditure Amount	$0.00
Total Quarterly Obligation Amount	$336,000.00

Expenditure: EN-00021298

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Utility/Home Energy Costs Arrears
Subaward Type (Aggregates)	Aggregate of Direct Payments for less than $30,000
Total Quarterly Expenditure Amount	$15,000.00
Total Quarterly Obligation Amount	$15,000.00

Expenditure: EN-00021291

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Utility/Home Energy Costs
Subaward Type (Aggregates)	Aggregate of Direct Payments for less than $30,000
Total Quarterly Expenditure Amount	$1,612.97
Total Quarterly Obligation Amount	$1,612.97

Expenditure: EN-00021290

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Rent
Subaward Type (Aggregates)	Aggregate of Direct Payments for less than $30,000
Total Quarterly Expenditure Amount	$16,386.00
Total Quarterly Obligation Amount	$16,386.00

Expenditure: EN-00003102

Project Name	City of Detroit ERA2 Project
Expenditure Category	Administrative Costs
Subaward Type (Aggregates)	Aggregate of Grants Awarded for less than 30000
Total Quarterly Expenditure Amount	$12,629.54
Total Quarterly Obligation Amount	$4,920,100.00

Expenditure: EN-00520703

Project Name	City of Detroit ERA2 Project
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Subaward Type (Aggregates)	Aggregate of Contracts Awarded for less than $30,000
Total Quarterly Expenditure Amount	$176,150.00

Total Quarterly Obligation Amount	$17,150.00

Aggregate Disbursements to Individuals

Expenditure: EN-00241812

Project Name	City of Detroit ERA2 Project
Expenditure Category	Administrative Costs
Total Quarterly Expenditure Amount	$0.10
Total Quarterly Obligation Amount	$0.10

Expenditure: EN-00241807

Project Name	City of Detroit ERA2 Project
Expenditure Category	Administrative Costs
Total Quarterly Expenditure Amount	($12,629.64)
Total Quarterly Obligation Amount	($12,629.64)

Expenditure: EN-00241803

Project Name	City of Detroit ERA2 Project
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Total Quarterly Expenditure Amount	($15,951.26)
Total Quarterly Obligation Amount	($15,951.26)

Expenditure: EN-00241795

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Rent
Total Quarterly Expenditure Amount	($2,000.00)
Total Quarterly Obligation Amount	($2,000.00)

Expenditure: EN-00241792

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Other Housing Costs
Total Quarterly Expenditure Amount	($12,185.24)
Total Quarterly Obligation Amount	($12,185.24)

Expenditure: EN-00021296

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Other Housing Costs Incurred due to Covid-19
Total Quarterly Expenditure Amount	$12,185.24
Total Quarterly Obligation Amount	$12,185.24

Expenditure: EN-00021294

Project Name	City of Detroit ERA2 Project
Expenditure Category	Financial Assistance: Rent
Total Quarterly Expenditure Amount	$2,000.00
Total Quarterly Obligation Amount	$2,000.00

Expenditure: EN-00021293

Project Name	City of Detroit ERA2 Project
Expenditure Category	Housing Stability Services (Including Eviction Prevention/Diversion)
Total Quarterly Expenditure Amount	$15,951.26
Total Quarterly Obligation Amount	$15,951.26

Expenditure: EN-00021292

Project Name	City of Detroit ERA2 Project
Expenditure Category	Administrative Costs
Total Quarterly Expenditure Amount	$12,629.54
Total Quarterly Obligation Amount	$12,629.54

Demographics

ERA Applicants

Number of unique households that completed and submitted an application for ERA assistance:	0
Number of Unique Households that Received ERA Assistance (#):	0
Number of Unique Households that Received their Initial ERA Assistance in the Current Reporting Period:	0

ERA Assistance Provided

Number of unique households that received ERA assistance by type: Rent	0
Number of unique households that received ERA assistance by type: Rental Arrears	0
Number of unique households that received ERA assistance by type: Utilities/Home Energy Bills	0
Number of unique households that received ERA assistance by type: Utilities/Home Energy Arrears	0
Number of unique households that received ERA assistance by type: Other expenses related to housing	0
Number of unique households that received ERA assistance by type: Housing stability services	0

Participant Households at Certain Income Levels

Number of unique households at certain income levels: Less than 30% of Area Median Income	0
Number of unique households at certain income levels: Between 30 and 50% of Area Median Income	0
Number of unique households at certain income levels: Between 50 and 80% of Area Median Income	0
Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs: Households Eligible- Prior Enrollment	0
Total number of recipient households whose income eligibility was determined using a fact-based proxy:	0
Total amount of ERA award paid to or for participant households:	$0
Average Number of Months of Rent or Utility/Home Energy Payments Covered for Each Participant Household:	0.00

Award Activity Amounts Approved (Obligated) and Amounts Paid (Expended) During the Quarter

Total Dollar Amount of ERA Award Funds Approved (Obligated) to or for Participant Households	$0
Total Dollar Amount of ERA funds Paid (Expended) for Administrative Expenses	$0
Total Dollar Amount of ERA Award Funds Approved (Obligated) for Administrative Expenses	$0
Total Dollar Amount of ERA Award Funds Paid (Expended) for Housing Stability Services	$0
Total Dollar Amount of ERA Award Funds Approved (Obligated) for Housing Stability Services	$0

Performance & Financial Report

Performance Narrative	No activity for Q2
Narrative on Effective Practices	No activity for Q2, will share effective practices in Q3 report

Federal Financial Reporting

Current Quarter Obligations	$0.00
Current Quarter Expenditures	$0.00
Cumulative Obligations to Date	
Cumulative Expenditures to Date	

Certification

Name	
Telephone	
Title	
Email	
Submission Date	11/29/2021 12:45 PM