



**Housing Initiatives, Inc.**

**Handbook for Tenants and Clients**

**June 2019**

**Housing Initiatives, Inc. 1110 Ruskin St., Madison, WI 53704**

**Phone: 608-277-8330, Fax: 608-277-1726**

**[www.housinginitiatives.org](http://www.housinginitiatives.org)**

## **MISSION STATEMENT**

*Housing Initiatives, Inc. exists to provide permanent housing for persons in Dane County who have a severe and persistent mental illness and are experiencing homelessness because of the illness.*

Housing Initiatives (HII) provides two services:

1. HII owns and operates rental housing units for qualifying tenants; and
2. HII administrates the Rental Assistance for clients on behalf of Dane County Human Services.

This handbook and the policies detailed within constitute a nonstandard lease addendum for both tenants and clients living in an HII unit.

This handbook is intended to clarify Housing Initiatives' policies, as well as the duties and responsibilities of both Housing Initiatives staff and you. We hope you find this helpful.

This handbook is divided into two separate parts:

**Part One** is for tenants who are living in HII's housing units, who may or may not also be a client in the Rental Assistance Program.

**Part Two** is for clients who are in the Rental Assistance Program and living either in one of HII's units or in another landlord's unit.

**NOTE:** *This is an update to an earlier version of the handbook. This current version contains the policies to be followed.*

**Part One** -  
for tenants living in HII's housing units

(Please refer to Part Two of this handbook if you are in the Rental Assistance Program, as that also applies to you.)

**Expectations for living in HII housing:**

HII has two expectations of you so that we can continue to provide you with housing and so that you can continue to qualify for rental assistance.

- 1. You must pay the rent that is calculated and owed on time and in full.**
- 2. You must maintain a healthy and peaceful living environment.**

Each of these expectations is explained further in the following pages.

Violation of these expectations may result in termination of your lease and/or termination from participating in the rental assistance program. Termination and appeals are explained later on in this handbook.

**1 - You must pay the rent that is calculated and owed on time and in full.**

**Rent for Section 8 tenants:** If you are a tenant in the Section 8 Program, you are living in an HII unit with assistance from the Madison Community Development Authority (CDA). CDA has a set of requirements to assist you with the amount of rent you are expected to pay. Using these, CDA will determine your portion of the rent. You need to pay that amount by the 5<sup>th</sup> of every month. You should mail your portion of the rent to:

Housing Initiatives, Inc.  
1110 Ruskin St.  
Madison, WI 53704

Should you get behind in your rental payments, HII will attempt to work with you and your designated case manager/support person to resolve the problem and/or to institute a rental repayment plan to be paid within 12 months. Should you get behind during the course of the repayment plan, you may be asked to obtain a financial payee to prevent any future non-payment of rent. If you refuse to accept a payee or do not pay rent in full, HII will proceed with lease termination.

**Rent for Rental Assistance clients:** Please refer to Part Two of this handbook.

## **2 - You must maintain a healthy and peaceful living environment.**

All tenants in HII properties are eligible for supportive service programs. As such, we understand that all of our tenants have unique challenges to living independently. Our policies are designed to help you maintain independent living and coexist with neighbors who are also clients in supportive service programs.

**Leasing and Inspections:** HII's housing leases are the basis of the legal relationship between you and HII. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations. HUD rules also require HII to inspect each dwelling unit prior to move-in, annually during occupancy and at move-out. HII may require additional inspections.

**Lease Orientation:** After unit acceptance, but prior to occupancy, an HII representative will provide you with a lease orientation. The head of household or spouse is required to attend, as well as all family household members age 18 or older.

**Move-In Inspections:** The lease requires HII and you to inspect the dwelling unit prior to occupancy in order to document the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by you and HII staff, will be provided to you and HII will keep a copy in your tenant file.

**Move-Out Inspections:** HII will inspect your unit at the time you vacate the unit. You may participate in the inspection if you wish, unless you vacate without notice to HII. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that of normal wear and tear. HII will provide you a statement of any charges to be made for

maintenance and damage beyond normal wear and tear within 21 days of tenant move-out.

**Maintenance and Damage Charges:** If HII charges you for maintenance and repair beyond normal wear and tear, HII will specify the reason and cost for the charges. Schedules of special charges for services and repairs are required to be incorporated in the lease and will be explained to you as well. HII will arrange a payment plan for any such charges with you. When applicable, work will be charged based on HII's actual costs of parts and labor.

**Annual Inspections:** HII is required to inspect all occupied units annually using HUD's Housing Quality Standards form 9602.

**Scheduling of Inspections:** Inspections will be conducted during normal business hours. You do not have to be home for HII to conduct its annual inspection. HII will notify you of the inspection with at least 24 hours prior to the inspection. If you need to reschedule, due to a medical situation, you must notify HII at least 24 hours prior to the scheduled inspection or as soon as possible. If the delay was requested because of a medical reason, HII will reschedule, but you must produce verifiable medical documentation. HII will reschedule the inspection only once. HII staff will be present for all inspections.

**Emergency Entries:** HII may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, we will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

**Housekeeping:** HII considers proper housekeeping and cleanliness important factors in being able to maintain independent living. HII will post a list of expected housekeeping duties on your refrigerator. You are expected to complete these duties, keeping your unit safe and sanitary.

If HII finds that your housekeeping habits pose a health or safety risk, encourage insect or rodent infestation, or cause damage to the unit, this will be considered a lease violation and you will be served with a 5 day notice-to-cure.

A re-inspection will be conducted at the end of the notice-to-cure to confirm that you have complied with correcting the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of your lease.

Continued violations of keeping your unit safe and sanitary, will result in non-renewal or termination of your lease.

**Reporting Maintenance Issues: It is very important that you inform HII should any maintenance issues arise with your home as soon as possible.** In the event something in your home requires attention (e.g., light switch not working), call maintenance at 608-277-8330. In the event of a maintenance emergency after hours 5 PM or on weekends (e.g., burst pipe with running water, a fire, etc.), contact the emergency number at 608-334-7886.

Maintenance issues are logged at the office and will be addressed as soon as possible with emergency issues receiving top priority.

**Guests:** A guest is defined as a person temporarily staying in the unit with your consent, or the consent of another member of your household, who has express or implied authority to consent on your behalf. You, and the members of your household, have the right to exclusive use and occupancy of your leased unit, in accordance with the lease, including reasonable accommodation of your guests. You are responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near the premises.

**Guest Policies:**

- Dwelling units are specifically for you and the individuals specifically listed on the lease.
- Your housing arrangement and structure of the family household composition is established by the lease. Therefore, you cannot take in boarders, roommates or permit visitors/guests to reside in your unit in a “doubling-up” type of situation.
- You must notify HII when you have overnight guests who will be staying in your unit for more than 2 days. A guest can remain up to 7 consecutive days or a total of 14 cumulative calendar days during any 12-month period.
- You may request an exception to this Guest policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless you can provide verifiable documentation in writing for the need and provide verifiable documentation that the guest has a home to which the guest can return.
- Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the



housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

HII may prohibit any guest from visiting, temporarily staying, or living in your unit, or on HII property, for a stated period of time if the guest:

- has engaged in negative behavior or criminal activity; or
- has engaged in or threatened violent or abusive behavior toward HII staff, contractors, or other tenants.

HII will notify guests that they are prohibited from HII property by issuing a no trespassing notice with you and the guest, if possible.

- Former tenants, who have been terminated, are not permitted on Housing Initiatives, Inc property.
- Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. Guests may not receive mail. Guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants. The presence of unauthorized occupants constitutes a violation of the lease.

**Drug Crime On or Off the Premises:** Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. Drug means a controlled substance as defined in section 102 of the Controlled Substances Act.

Drug related criminal activity engaged in, on or off the premises by you, a member of your household, a guest, or any other person under your control is grounds for termination. You will not be given a second chance and HII will terminate your lease.

HII may also terminate your lease for drug related civil activity engaged in, on or off the premises by you, a member of your household, a guest, or any other person under your control.

**Alcohol or Drug Abuse:** If you, a member of your household, a guest, or any other person under your control engages in abuse or pattern of abuse of alcohol or drugs that threatens the health, safety, or the right to peaceful enjoyment of the premises by others, HII may terminate your lease.

In making the decision to terminate the lease or not to terminate it, HII will consult with your support services and clinical staff. HII will consider all credible evidence, including but not limited to, treatment plans, record of conviction(s), arrest(s), police contact(s), civil ordinance violation(s) and other pertinent factors. **Upon consideration of such alternatives and factors, HII may, on a case-by-case basis, choose not to terminate the lease.**

**Assistance Animals:** Assistance animals are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to HII's pet policies.

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be someone with a disability in the household. You must request a reasonable accommodation for the assistance animal. HII will review and approve in accordance with HII policies. You must supply documentation from a clinical service provider stating that ownership and maintenance of the animal will positively aid you with your mental health needs prior to bringing the animal home.

HUD regulations do not affect any authority HII may have to regulate assistance animals under federal, state, and local law. You must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. You must follow all City Ordinances about the care and handling of the assistance animal and immediate disposal of all animal waste.

You must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other tenants. When your care or handling of an assistance animal violates these policies, HII will consider whether the violation can be reduced or eliminated by a reasonable accommodation. If HII determines that no such accommodation can be made, HII may withdraw the approval of the particular assistance animal.

**Grievances:** If you have a complaint with another tenant or a tenant's guest, you should try to resolve it with that person. If you cannot, notify the Property Manager. The Property Manager may meet with everyone involved or come up with an alternative plan. Complaints that are unable to be resolved by the Property Manager may be appealed to the Executive Director.

If you have a complaint about any HII staff, or its contractors, contact the Executive Director at 608-277-8330.

**Appeals:** Any appeals of notice-to-cure, lease non-renewal or lease termination need to be made in writing to HII's Executive Director within 10 days of receipt of any notice. A meeting will be held and the Executive Director will make a final decision on any notice.

## Part Two -

For clients who are in the Rental Assistance Program and living either in one of HII's units or in another landlord's unit.

Please read Part One of this handbook if you are living in a property owned and managed by HII, as that also applies to you.

**The Rental Assistance Program:** The U.S. Department of Housing and Urban Development enacted the Rental Assistance program in 1992. The program is designed to provide permanent rental assistance for homeless persons with severe mental illnesses. HII has administered the program since 1995 and currently administers the program on behalf of Dane County's Department of Human Services.

### **Housing First Principles:**

The Rental Assistance Program follows the principles of Housing First, as directed to our local Continuum of Care by HUD and outlined in the Madison/Dane County Written Standards. Per these standards, potential clients may not be denied admittance into the program for the following reasons:

1. Having too little or no income;
2. Active, or history of, substance use or a substance use disorder;
3. Having a criminal record; or
4. History of domestic violence (e.g., lack of a protective order, period of separation from abuser, or law enforcement involvement)

Additionally, clients in the Rental Assistance Program may not be terminated from the program for the following reasons:

1. Failure to participate in supportive services;
2. Failure to make progress on a service plan;
3. Loss of income or failure to improve income; and
4. Being a victim of domestic violence.

**Expectations for Rental Assistance clients:** HII has two expectations of you so that we can continue to provide you with rental assistance.

- 1. You must pay the rent that is calculated and owed on time and in full**
- 2. You must maintain a healthy and peaceful living environment.**

These expectations are explained further in the following pages.

Violation of these expectations may result in termination of your lease and/or termination from participating in the rental assistance program. Termination and appeals are explained in the following pages.

**1 - You must pay the rent that is calculated and owed on time and in full.**

**Income:** Income is not a requirement for participating in the Rental Assistance Program. Income that you receive needs to be reported to Housing Initiatives as part of the application and re-certification processes.

**Rent for Rental Assistance Clients:** You are in this program with assistance from the U.S. Department of Housing and Urban Development. They have a set of requirements for us to provide you with a rent subsidy. The rent amount that you are required to pay primarily depends upon your income and medical expenses.

Some of your medical expenses will be eligible to be used for a rent deduction.

When you enter the program, and once a year thereafter, HII will meet with you, if you need and request it, and complete necessary paperwork for you to continue to qualify for the Rental Assistance Program. At this time, you must provide us with written documentation of income and medical expenses for yourself and any others in your household and identified within your lease. HII will calculate your rent amount based on HUD's established criteria. A copy of the form that we use for rent calculation is included at the end of this handbook.

You should mail your portion of the rent by the 5<sup>th</sup> or the month to:

Housing Initiatives, Inc.  
1110 Ruskin St.  
Madison, WI 53704

If you have a change in income, you need to inform HII within 10 days so that we may recalculate your rent. Withholding changes in income can result in program termination.

Should you get behind in your rental payments, HII will attempt to work with you and your designated case manager/support person to resolve the problem and/or to institute a rental repayment plan to be paid within 12 months. Should you get behind during the course of the repayment plan, you may be asked to obtain a financial payee to prevent any future non-payment of rent. If you refuse to accept a payee or do not pay rent in full, HII will proceed with lease termination.

**Medical Expenses for Rent Calculation Credit:** Out-of-pocket medical expenses may qualify for credit for your rent calculation. HII uses the Department of the Treasury Internal Revenue Service, Publication 502, Medical and Dental Expenses to determine which medical expenses are eligible for a rent deduction. Receipts for medical expenses from the previous year will be used to calculate your rent amount each year.

In order for HII to consider your medical expenses, you need to provide HII's Program Director with receipts that you paid from the previous year's expenses. HII will determine whether or not these expenses qualify. Expenses have to exclusively be used for your health benefit in order to be deemed eligible for deduction. Prescription documentation from your medical provider may be required. All of your medical expenses will be reviewed for eligibility. You will be provided with a written explanation as to why something did or did not qualify for an eligible medical deduction towards your rent calculation. If you dispute the Program Director's denial of medical expenses, you may appeal the decision to HII's Executive Director. A September, 2017 memo detailing the policy is attached on Page 19 of this handbook.

## **2 - You must maintain a healthy and peaceful living environment.**

We understand that you are working with specific clinical issue that may result in specific challenges to your living environment. Our policies are designed to help you maintain your independent living.

**Leasing and Inspections:** You are required to have a signed lease for your dwelling unit. However, HII must approve all leases, even those with private landlords, prior to your signing it and



moving in. HII will discuss conditions and expectations of the lease with you.

A copy of your signed current lease will be in your file at HII. It is your responsibility to provide HII with any addendums signed with the lease and all lease renewals.

HUD rules require HII to inspect your dwelling unit annually during occupancy.

**Maintenance and Damage Charges:** All maintenance and damage charges you accrue, and charged by Housing Initiatives, Inc or a private landlord, are your responsibility. All disputes with private landlords regarding these charges are between you and the landlord. HII urges you to seek assistance from support staff to help mitigate these issues.

In the event that you have maintenance issues with your apartment unit, should you not be renting from HII, you should contact your landlord to have them repaired. Please also contact HII to report maintenance issues so that we may be able to follow up to verify your issues are addressed.

**Housekeeping:** HII considers proper housekeeping and cleanliness important factors in being able to maintain independent living.

In the event that a landlord informs HII that your housekeeping habits pose a health or safety risk, encourage insect or rodent infestation, or cause damage to the unit, HII will contact your support staff to work with you to mitigate any of these conditions.

If your housekeeping habits are not mitigated, it may result in lease violations that may put your housing in jeopardy.

**Violations of Leases:** Housing Initiatives urges you to carefully read over leases before you sign them as you are expected to follow any and all clauses in them.

If you violate a lease clause, you may be subject to notice-to-cure actions by the landlord. Repeated violations may result in non-renewal of leases or evictions from housing. **Evictions from housing are subject to termination from the Rental Assistance program.**

**Grievances with landlords:** HII urges you to be proactive about resolving disputes with your landlord. In the event a dispute cannot be mutually resolved, HII recommends you contact the Tenant Resource Center for assistance with your legal rights as a tenant. The Tenant Resource Center may be reached at 608-257-0006 or [ww.tenantresourcecenter.org](http://ww.tenantresourcecenter.org).

**Grievances with Housing Initiatives:** If you have a complaint about the HII Staff or its contractors, please contact the Executive Director at (608)277-8330.

Any complaints you may have with the Executive Director or HII Staff in the application of the Rental Assistance Program, may be directed to the Dane County Department of Human Services. The Adult Community Services Manager can be reached at (608)242-6484.

**Appeals:** Any appeals of notices to cure, lease non-renewal or lease termination need to be made in writing to HII's Executive Director within 10 days of receipt of any notice. A meeting will be held and the Executive Director will make a final decision on any notice.



## **Housing Initiatives' Rental Assistance Calculations Policy – September 2017 Purpose:**

Specific actions, timeframes and responsibility need to be established regarding out-of-pocket medical expenses and which are eligible to be considered in order to accurately calculate the amount of a client's rental assistance. Per the United States Department of Housing and Urban Development (HUD), clients will pay no more than 30% of income for rent, after the standard deduction of \$400 annually is subtracted. Additionally, clients may be eligible for utilities and childcare deductions, as well.

### **Procedure:**

#### **Eligible Deductions:**

- Upon admission into the Rental Assistance Program, and at least annually thereafter, Housing Initiatives (HI) will work with clients to determine their income and the amount of rental assistance for which they are eligible. Clients will be notified sixty (60) days in advance when the annual recertification is due. The goal is to complete the recertification by year's end for the upcoming year. However, as some receipts may not have been received by the client yet, receipts will only be accepted until January 31<sup>st</sup> for the new year's rent calculation.
- HI will calculate rent based on HUD's established criteria, taking into consideration all possible deductions, such as medical, utility and childcare expenses.
- HI will need to have proof for all expenses, such as receipts for every purchase that specifically state what was purchased and the cost for each item. This is the responsibility of the client to collect and submit to HI. Ideally, receipts will be submitted along with the annual Social Security notice of income.
- Any amount of out-of-pocket medical expenses can be submitted; however, HI will only allow expenses that are solely listed in the most recent version of the Department of the Treasury Internal Revenue Service, Publication 502. If something is listed in this Publication 502, HI will deduct that cost from the rent calculation. If an expense is not listed, it will not be deducted from the rent calculation. The Publication 502 can be found at <https://www.irs.gov/pub/irs-pdf/p502.pdf>.
- Proof for all medical expenses will be accepted throughout the year, however, they will only be considered at the annual recertification for the upcoming year.
- Rent calculations are determined based on medical expenses from the previous year. For example, expenses incurred in 2016 will be considered to establish the rent amount for 2017.

#### **Rent Calculation:**

- Rent calculation is conducted once a year unless the client has a change in income of at least \$100/month. If a client has such a change, the client must notify HI so that a new rent calculation can be completed. If a client incurs a one-time eligible medical expense during the year, the client may choose to discuss this with HI to determine if a rent calculation is necessary. Otherwise, all other eligible medical expenses will be used to determine the next year's rent calculation.
- HI will inform the client, in writing, what the rent calculation is for the upcoming year.

#### **Appeals:**

- If a client wishes to appeal the rent calculation, the client needs to provide HI a written appeal within fourteen (14) days of the date of the rent notice from HI. If the appeal is not written or submitted within the specified time frame, it will not be considered. A specific Appeal Form accompanies this policy.
- The client must submit whatever documentation is being appealed at the same time that the appeal is submitted to HI.
- Once an appeal has been submitted as specified, HI will investigate and render a written decision within fourteen (14) days and specifically state the result of the appeal. Once this has been completed, the appeal is considered closed.

**IMPORTANT NUMBERS:**

**Emergency (Fire/Medical): 911**

**Housing Initiatives Office: 608-277-8330**

**Housing Initiatives Fax: 608-277-1726**

**Housing Initiatives After-Hours Maintenance  
Emergency: 608-334-7886**

**By signing this form, you are acknowledging that you understand the rules set forth in the Housing Initiatives, Inc Handbook and that you agree to follow the rules as stated.**

**Signed:**

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**Applicant**

**Date**

**Witnessed by:**

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**Housing Initiatives Staff**

**Date**