

# MaineHousing STEP / TBRA Program Coupon

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Coupon Number
1. For <b>unit size</b> insert number of bedrooms for which the Family qualifies.		1. Unit Size
2. <b>Date Coupon Issued (mm/dd/yyyy)</b> Insert actual date the Coupon is issued to the Family.		2. Issue Date
3. <b>Date Coupon Expires (mm/dd/yyyy)</b> Insert date 90 days after date Coupon is issued. (See Section 7 of this form.)		3. Expiration Date
4. <b>Date Extension Expires</b> (if applicable)(mm/dd/yyyy)		4. Date Extension Expires
5. Name of Head of Household	6. Signature of Head of Household	Date Signed
7. Name and Title of issuing Official (Navigator)	8. Signature of issuing Official	Date Signed

## 1. Program

**A.** Maine State Housing Authority (MaineHousing) has determined that the above named family (item 5) is eligible to participate in the Program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the Program, and if MaineHousing approves the unit after an inspection of the unit for compliance with federal housing quality standards and MaineHousing standards, and if the rent for the unit is reasonable, then MaineHousing will make monthly payments to the owner to help the family pay the rent.

**B.** MaineHousing determines the amount of the monthly rental assistance payment to be paid to the owner. Generally, the monthly rental assistance payment by MaineHousing is the difference between the rent and 30 percent of monthly adjusted family income.

## 2. Coupon

**A.** When issuing this Coupon MaineHousing expects that if the family finds an approvable unit and other conditions are met, MaineHousing will have the money available to make payments to the owner. However, MaineHousing is under no obligation to the family, to any owner, or to any other persons, to approve a tenancy. MaineHousing does not have any liability to any party by the issuance of this Coupon.

**B.** The Coupon does not give the family any right to participate in MaineHousing's Program. The family becomes a participant in MaineHousing's Program only when the Lease is executed and payments are made to the owner.

**C.** During the initial or any extended term of this Coupon, MaineHousing may require the family to report progress in leasing a unit at such intervals and times as determined by MaineHousing.

## 3. MaineHousing Approval or Disapproval of Unit or Lease

**A.** When the family finds a suitable unit where the owner is willing to participate in the Program, the family must give the Navigator the these completed forms: Request For Unit Approval, an unsigned copy of the lease for the unit, Lease Addendum, W-9 Form, Lead Paint Disclosure, Radon Gas Disclosure .

**Note: All documents must be given to MaineHousing no later than the expiration date stated in item 3 or 4 on the top of page one of this Coupon.**

**B.** The family must submit these documents in the manner that is required by MaineHousing.

**C.** The lease must include, word-for-word, all provisions of the lease addendum supplied by MaineHousing. This is done by adding the lease addendum to the lease used by the owner. If there is a conflict between any provisions of the lease addendum and any provisions of the owner's lease, the provisions of the lease addendum shall control.

**D.** After receiving all the above stated documents, MaineHousing will inspect the unit for compliance with federal housing quality standards and MaineHousing standards. MaineHousing may not give approval for the family to lease the unit and MaineHousing will not make any rental assistance payments to the owner until MaineHousing has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by MaineHousing and has passed inspection; the rent is reasonable; and the owner and tenant have executed the lease and lease addendum.

**E.** If MaineHousing approves the unit MaineHousing will notify the family and the owner.

**1.** The owner must furnish MaineHousing a copy of the executed lease, the executed lease addendum, and an executed Housing Assistance Payment (HAP) Contract.

**2.** Once all documents have been executed and returned to MaineHousing and the tenant moves into the unit, payments to the owner will begin.

**F.** If MaineHousing determines that the unit or lease cannot be approved for any reason, MaineHousing will notify the owner and the family that:

**1.** The proposed unit or lease is disapproved for specified reasons, and

**2.** If the conditions requiring disapproval are remedied to the satisfaction of MaineHousing on or before the date specified by MaineHousing and no new conditions requiring disapproval arise, the unit or lease will be approved.

#### 4. Security Deposit

A. MaineHousing may provide a security deposit to assist the family in securing a unit under the family's initial lease. A security deposit may be paid to the owner on behalf of the tenant only if the unit selected by the tenant has passed inspection and the tenant family has entered into a valid lease (including the lease addendum) with the owner.

B. MaineHousing will limit the amount of security deposit that the owner can collect to the equivalent of one month of rent.

#### 5. Obligations of the Family

A. When the family's unit is approved, the family must follow the rules listed below in order to continue participating in the Program.

B. The family must:

1. Supply any information that MaineHousing determines to be necessary including information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  3. Supply any information requested by MaineHousing to verify that the family is living in the unit or information related to family absence from the unit.
  4. Allow the Homeless Initiatives Program Officer or Administrative Contractor to inspect the unit at reasonable times and after reasonable notice.
  5. Request and obtain advance written approval by the owner and the Homeless Initiatives Program Officer to add any other person as an occupant of the unit, including a family member.
  6. Request and obtain advance written approval by the Homeless Initiatives Program Officer to add a live-in aide to the household.
  7. Use the unit as the family's only residence.
  8. Follow the Housing Stability Plan to attain housing stability.
  9. Meet with their Navigator at least once every 30 days and update their Housing Stability Plan at least once every 90 days.
  10. Notify the Navigator in writing within 14 days if there is a change in family income.
  11. Notify the Navigator in writing within 14 days of the birth, adoption, or court-awarded custody of a child.
  12. Notify the Navigator in writing within 14 days if any person no longer lives in the unit.
  13. Promptly notify the Navigator in writing when the family is away from the unit for an extended period of time (30 days within any 45-day period, whether or not consecutive).
  14. Notify the Navigator and the owner in writing at least 30 days before moving out of the unit or terminating the lease.
  15. Give the Navigator a copy of any owner eviction notice.
  16. Pay the tenant portion of the monthly rent to the owner.
  17. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
  18. Pay any amounts owed to MaineHousing or any other housing authority.
  19. Correct any damage caused by a family member or guest to the unit or the premises that causes the unit to be out of compliance with federal housing quality standards or MaineHousing standards.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit.
  2. Commit any serious or repeated violation of the lease.
  3. Commit fraud, bribery or any other corrupt or criminal act in connection with the Program.

4. Engage in domestic violence, drug-related criminal activity or violent criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use of a drug or possession of a drug with the intent to manufacture, sell, distribute or use the drug. "Violent criminal activity" means any criminal activity in which there is the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage.

5. Engage in illegal drug use, other criminal activity or alcohol abuse that threatens the health, safety or peaceful enjoyment of the premises by other residents (including property management staff residing on the premises) or by persons residing in the immediate vicinity of the premises in which the unit is located.

6. Engage in abusive behavior towards any MaineHousing personnel or any Administrative Contractor personnel.

7. Sublease or otherwise transfer the unit or assign the lease.

8. Receive Program assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.

9. Damage the unit or premises (other than ordinary wear and tear) or permit any guest to damage the unit or premises.

10. Receive Program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless MaineHousing has determined (and has notified the owner and the family of such determination) that approving the rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with disabilities.

C. In deciding whether to terminate assistance, MaineHousing may consider the preponderance of evidence, mitigating circumstances, and the effect of termination on other Household members who were not involved in the action.

#### 6. Nondiscrimination and Equal Housing Opportunity

Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Louise Patenaude, Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711.

#### 7. Expiration and Extension of Coupon

The Coupon will expire on the date stated in item 3 on the top of page one of this Coupon unless, **before the Coupon expires**, the family requests an extension in writing and a Program Officer grants an extension of the Coupon, in which case the Coupon will expire on the date stated in item 4. At its discretion, MaineHousing may grant a family's request for one or more extensions of the initial term of the Coupon as provided in the Administrative Plan for the Program.