



RENTAL ARREARS/EVICTION PREVENTION
ADMINISTRATIVE PLAN

EVICTION PREVENTION

Administrative Policy – Table of Contents

1. Purpose:	4
2. Goals of the Program:	4
3. Tenant Eligibility:	4
4. Landlord Requirements:	5
5. Funds Availability:	5
6. Application:	6
7. Application Pending Eviction:	6
8. Disbursement:	6
9. Notification Of Award:	7
10. Implementation:	7
11. Demographics:	7
12. Restricted Tenant Eligibility:	7
13. Submitting a Claim:	7
14. Payment Standards:	7
15. Obligations when Receiving Funds:	8
16. Application Process:	8
17. Decisions & Appeals:	9

18. Payments: _____ **9**

19. Attestations: _____ **10**

APPENDICES:

- **Application**
- **Stipulation Document**

Stable housing is a basic need and critical to success in all aspects of life: school, work, health, family, and community responsibilities. Eviction destabilizes the lives of families and is associated with severe negative impacts on health and economic well-being. Preventing an eviction helps households and neighborhoods to thrive. The VT State Legislature passed H.829 during the 2024 legislative session. As part of that legislation, VSHA was granted 2.5 million dollars for FY 2025 to establish a Rent Arrears Assistance Fund specifically to prevent evictions. [H-0829 As Passed by the House Unofficial.pdf \(vermont.gov\)](#)

The following represents the policies that will be relied upon to implement this directive.

1. PURPOSE:

The Vermont State Housing Authority (VSHA) Rent Arrears/Eviction Prevention program (RAEP) provides funds to prevent eviction in cases involving nonpayment of rent from residential rental units subject to 9 V.S.A chapter 137 and mobile home lot rentals subject to 10 V.S.A chapter 153.

2. GOALS OF THE PROGRAM:

- Preventing eviction for sustainable tenancies.
- Open doors for landlords and tenants to establish successful and trusting relationships that result in housing stability.
- Maintain relationships with current landlords while increasing the opportunity for new units available to Vermonters who are experiencing or at risk of experiencing homelessness; and
- Provide resources to prevent loss of housing opportunities for tenants and prevent vacancy loss for landlords.

3. TENANT ELIGIBILITY:

- 100% of AMI for the current year. This limit is flexible within 10% at the discretion of VSHA. A tenant household must be at risk of eviction, documented by a docket number (court filing).
- Must be able to sustain tenancy.
 - A sustainable tenancy is one that a tenant can maintain successfully. For this to happen, a few conditions need to be met:
 - The tenant must meet their responsibilities by adhering to lease conditions.
 - The tenant must have the cash resources/benefits to pay rent and related costs as outlined in the lease agreement on an ongoing basis once the arrears are paid.
 - *The tenants' housing costs shall not exceed 40% of household income. Exceptions may be made on a case-by-case basis.* This

percentage is derived from the section 8 Voucher Program Standards for sustainability, 24 CFR 982.305(a)(5).

- *A Housing Affordability Analysis will be conducted for each applicant in accordance with Exhibit 1.*
- If a tenant or landlord returns for a second eviction prevention benefit, a referral will be made to CVOEO RHSP. CVOEO will perform an *affordability assessment that includes all the costs associated with managing a home. No decision will be made on the second application until certification as to housing sustainability is received by CVOEO for the subject unit.*
 - **Household receives rental assistance. The unit Gross Rent and tenant contribution is determined to be affordable by the program subsidy administrator. Examples of rental assistance include Section 8 (project-based and tenant based), as well as local and state assistance programs.**

Outside Referral: If it is determined that an applicant's tenancy is not sustainable, the applicant will be referred to the CVOEO Rental Housing Stabilization Services Program or other local non-profit for assistance in exploring other resources.

4. LANDLORD REQUIREMENTS:

Landlords are eligible to receive grants on behalf of tenants if the tenant has rent arrears and the unit does not have serious life safety code violations. Landlord can apply if tenant has not paid rent. The tenant will be notified of the landlord's application.

Proof of occupancy for tenant listed on Landlord Certification is required.

5. APPLICATION PROCESS:

A. Simplified Tenant Application: (see appendices)

- **Includes attestations**
- **Typically used by a service provider (VLA or CVOEO) and processed by VSHA**
- **Fire safety code question (does your unit meet the code?)**

Applicants shall provide:

- Tenant contact information (phone number, email, mailing address) if known.
- Proof of arrearage (ledger) **AND** court document with docket #.
- Current Lease with rent amount – if month to month provide original lease.
- Landlord attestation that the dwelling unit for which the tenant will be receiving assistance is operated and maintained in compliance with Vermont Rental Housing Code or will be brought into compliance within 30 days if any deficiencies exist. If habitability is at issue in the eviction suit, this may be addressed in the settlement stipulation/agreement.

- For information on the Vermont Rental Housing Code, please click here: [RRHHS Code 2022 .pdf \(vermont.gov\)](#)

6. FUNDS AVAILABLE:

- The Fund shall disburse only the amount necessary to cure the tenant's rent arrears, other costs related to settlement, and if necessary, court costs and attorney's fees capped at an amount set by the Authority.
- Court costs and attorney fees will be capped at \$5,000.
- Other costs capped at \$5,000.00.
 - Examples of other costs may include water/sewer costs (if supported by the lease) as well as damages if required to cure an eviction.
- The Fund is available on a first-come, first-served basis to eligible tenants until the Fund is exhausted.
- Funds will be prioritized for applicants not eligible for HOP or similar programs administered by the Office of Economic Opportunity through the Community Action Agencies or other non-profit entities. If tenants are at 50% of AMI or below, they must show/attest that they applied for ALTERNATE FUNDING and were denied.

7. APPLICATION:

Applicants and landlords can apply using a simplified form (see appendices). Only information needed to determine eligibility will be collected.

- Applicants will be required to certify all information on the application.
- VSHA will assist in completing the application directly or through a referral to Vermont Legal Aid, CVOEO, or another community partner.
- VSHA will coordinate with our contractors to have forms translated as needed.
- Notice of grant decisions will be made within 10 business days of receiving a complete application. Applicants will be notified via email or SMS.
- Decision on appeals will be made within 10 business days of the date of the appeal.

8. PENDING EVICTION APPLICATION:

- If an eviction case is filed, the tenant or the landlord shall notify the court when an application for Fund assistance is pending.
- While the application is pending, the landlord shall not issue a new notice to quit, file, or serve a new summons and complaint.

9. DISBURSEMENT: The Authority shall disburse amounts from the Fund directly to the landlord or to the Court if required by the proceeding.

Conditions for disbursement of funds:

- Habitability.
 - Landlords will be required to agree to a plan to meet Rental Housing Health Codes within 30 days of settlement. Click here for code: [RRHHS Code 2022 .pdf \(vermont.gov\)](#)
- Landlords must enter into a new lease agreement with a minimum term of 12 months; on a case-by-case basis a 6-month lease may be accepted for good cause.
- Landlords must agree to not increase the rent during the initial term (6 or 12 months) of the new lease.
- Landlords must provide an accurate W-9 and accurate direct deposit authorization to receive monies from the Fund.
- The landlord must agree to dismiss complaints based on nonpayment of rent and complaints for no cause, whether there is a single or multiple pending complaints. *[Signed Stipulation Forms will be used to verify dismissal and agreement of continued tenancy.]*
- Rent may not exceed the amount for people at 100% of Area Median Income as listed here. [Affordability Chart \(housingdata.org\)](#)

10. NOTIFICATION OF AWARD:

Landlords are eligible to receive grants on behalf of tenants if the tenant has rent arrears and the unit does not have serious life safety code violations. The tenant will be notified of the landlord's application.

The Authority will provide written notification to landlords and tenants of the award, including amounts paid for each category of disbursement and the date of payment.

- The notification form shall allow the landlord or tenant to easily notify the court and request a dismissal due to payment
- The notification form will outline certifications established in Authority guidance that both parties have made as a part of their application, along with the date of those certifications.

11. IMPLEMENTATION: November 15, 2024

12. DEMOGRAPHICS:

Age; Disability; Household size; Income and Source of Income, Race and Ethnicity.

13. RESTRICTED TENANT ELIGIBILITY:

In accordance with the goals of the program, this funding is intended to supplement other available public resources and therefore available to landlords and units that do not have access to similar sources of support. Units that are subsidized should access support through HOP or other

community support. These units are not eligible for Eviction Prevention without proof of denials from other funding sources.

14. SUBMITTING AN APPLICATION:

- Landlords (Property Owners, Property Managers or Authorized Agents)
- Service Providers on behalf of tenants.
- ***Applications cannot be initiated by a tenant.***
- ***If a tenant is unable to access a community service provider to help facilitate their application, a VSHA staff will complete the form with the applicant by phone.***

15. PAYMENT REQUIREMENTS:

- EP payments will not be made on behalf of tenants in units with serious life safety code violations until the repairs are verified as complete.
 - The following are considered life-safety issues:
 - Any condition that jeopardizes the security of the unit
 - Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
 - Natural or LP gas or fuel oil leaks
 - Any electrical problem or condition that could result in shock or fire
 - Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
 - Utilities not in service, including no running hot water
 - Conditions that present the imminent possibility of injury
 - Obstacles that prevent safe entrance or exit from the unit
 - Absence of a functioning toilet in the unit
 - Inoperable smoke and carbon monoxide detectors

16. OBLIGATIONS WHEN RECEIVING FUNDS:

- Landlord shall agree to waive any Late fees.
- If there is currently a month-to-month tenancy, landlord agrees to offer the tenant lease with a minimum term of 1 year, on a case-by-case basis a 6-month lease may be accepted.
- Landlord agrees that the rent will not be increased during the initial term (6 or 12 months) of the new lease.
- No new eviction action for non-payment of rent will be taken for a period equal to the number of months covered by the grant, or up to 6 months, whichever is less. There will be a requirement to start a new lease.
- Landlords will not be prohibited from evicting for reasons related to Material Non-Compliance as defined in the HUD MULTI FAMILY Occupancy Handbook. These items include:
 - Fraud
 - Repeated Minor Violations

- Drug Abuse and Other Criminal Activity
- Material Failure to carry out obligations under a State and Tenant Act
- New eviction actions will not be taken while an application is pending with VSHA.
- Any pending termination of tenancy, and any pending court case for eviction will be dropped.

17. APPLICATION PROCESS:

Applications for claims may be made via an online application. Paper applications will be made available to accommodate disability, or lack of access to the necessary technology, or for other legitimate causes.

Once received, the administrator will review the information and materials submitted with the claim within 10 business days. The claimant will be notified of a decision in writing.

The decision may include a request for additional information/documentation. Partial claims may be considered if portions of a claim are ineligible, or an expense cannot be verified. In addition to general information about the claim, applications will also require some or all the following documentation dependent on the specific claim:

- **Stipulation Documentation or Court Documentation with Docket No. IS REQUIRED**
- Executed Rental Assistance Agreement
- Certificate of Occupancy as required by municipality.
- Tenant ledger showing unpaid rent.
- Notices to Tenant(s) related to unpaid charges.
- Tenant contact information (phone number, email, mailing address) if known
- Proof of arrearage (ledger) **AND** court document with docket #.
- Current Lease – if month to month provide original lease
 - If there is no written lease, any supporting documentation showing that the household has lived in the unit for at least 30 days.
- The dwelling unit for which the tenant will be receiving assistance is operated and maintained in compliance with Vermont Rental Housing Code or will be brought into compliance within 30 days. Units with serious life safety code violations will be referred to Division of Fire Safety and/or Vermont Legal Aid.
- For information on code, please click here: [RRHHS Code 2022 .pdf \(vermont.gov\)](#)
- Rent may not exceed the amount for people at 100% of Area Median Income as listed here. [Affordability Chart \(housingdata.org\)](#)

The Program Administrator reserves the right to waive or require additional documentation on a case-by-case basis.

18. DECISIONS AND APPEALS:

- All decisions will be made within 10 business days of submission of a **complete application package** (certification from landlord and tenant application). Incomplete

applications will maintain their position in the application queue if the application is completed within 20 business days.

- An application exceeding this timeline may be resubmitted once information is obtained, the application processing timeline will start over.
- All decisions will be in writing by email; SMS or First-Class mail if necessary and conveyed to the tenant and landlord.
- The Administrator will have an expedited appeals process by which a hearing will be held with anyone designated by the Administrator who was not the original decision-maker or that person's subordinate, and a decision is made within 10 business days of the request for an appeal.
- Applicants will remain on the list until a decision is made.

19. PAYMENTS:

- All benefits will be paid by Direct Deposit to the landlord's bank account. Or to the Court appointed account if applicable.
- Landlords may apply once per year, per tenant/household. Until program funds run out.
- Landlords must certify to the rental amount the tenant is in arrears.
- For the landlord to receive payment, the landlord must furnish to VSHA an IRS W-9, the VSHA Direct Deposit form and a voided check or other bank account documentation with account and routing number i.e. deposit slip.
- The maximum amount of rent arrearage is \$10,000.00 for 1- or 2-bedroom units; for larger units the rent arrearage cap is \$15,000.00. On a case-by-case basis the program may authorize additional rent arrearage. This would be for extenuating circumstances, the program can make exceptions above this amount, up to 20% if tenancy is sustained, and a new 1-year lease is initiated.
- After eviction is cured, if the landlord and tenant come back for additional funds, they will be referred to CVOEO. They may be considered again with a recommendation from CVOEO with documentation of future sustainability.

20. ATTESTATIONS:

- Landlords are expected to be in good standing with any local housing compliance regulatory body, local/state code enforcement, the State of Vermont.
- Landlord agrees to a plan to ensure the unit is code compliant within 30 days of settlement.
- Landlords that receive payment from the program will receive a 1099 because of the program, and thus must provide all applicable tax forms.
- Landlords agree not to proceed with eviction for non-payment of rent OR for any costs associated with stipulation for the obligated number of months. **

**** Landlord agrees to create a new lease for a minimum of 1 year, or on a case-by-case basis a 6-month lease would be accepted. Landlords understand that VSHA can't determine future behavior of tenants.**

Exhibit 1 – Housing Affordability Analysis – done internally.



Affordability Analysis Addendum Rental Arrears Eviction Prevention

Monthly Income:

Monthly Rent Payment:

Utilities not included:

Average monthly Heat Bill:

Average monthly Electricity Bill:

Average monthly Cooking Gas Bill:
(if separate from Heat Bill)

Average monthly Air Conditioning Bill:
(if separate from Electricity Bill)

Other Utility Bills:

Total Utility Allowance: \$ 0.00

Gross Rent: \$ 0.00

Max Gross Rent Calculation: \$ 0.00 * 0.4 = \$ 0.00

Exhibit B: Tenant/Service Provider Application: Provided to VSHA



1 Prospect Street, Montpelier, VT 05602



EVICTION PREVENTION APPLICANT

INFORMATION

LAST NAME FIRST NAME MI DATE OF BIRTH DISABILITY STATUS

LAST NAME	FIRST NAME	MI	DATE OF BIRTH	DISABILITY STATUS

RACE/ETHNICITY: _____ EMAIL: _____

HOME PHONE: _____ CELL PHONE: _____

Preferred Contact Method (Number 1-4 with one being your first choice):

Email Phone (Home) Phone (Cell) Text

PHYSICAL ADDRESS: _____ UNIT# _____

CITY: _____ ZIP: _____

MAILING ADDRESS (if different from physical address)

ADDRESS: _____

CITY: _____ ZIP: _____

Length of Tenancy: _____

INCOME:

Monthly: _____ Source: _____

Community Support:

Have you sought other assistance to cure back rent arrears? If yes, please tell us **who** you sought funding from, **if you received** any, **if you were denied**, or if you are **no longer eligible**.

My monthly rent is \$ _____ or Lot Rent is \$ _____.

Does your rent include utilities? _____

The current amount that I owe my landlord for back rent is \$ _____.

If you are receiving assistance from a service provider/agency, please provide contact information:

___ by providing this information you give VSHA permission to communicate with this service provider about your application.

ATTESTATIONS:

- **This is the only application for this unit currently and no other person in my household is applying for the above amount from this or any program currently.**
- I understand VSHA will make payments directly to my landlord or the court. My landlord will accept whichever is less: the actual amount owed or the VSHA Payments Standard per month, and waive the rest, including waiver of late fees.
- I understand that my landlord is required to drop the current eviction proceedings.

Service Provider

Date

Tenant

Date

Exhibit C Stipulation form to be filed with Court in order to Dismiss Eviction:

STATE OF VERMONT

SUPERIOR COURT

CIVIL DIVISION

_____ Unit

_____ Docket No.

Plaintiff(s)

v.

and all others residing at the premises,

Defendant(s)

STIPULATION TO DISMISS

Now come the parties and with the advice and assistance of counsel, if available, stipulate and agree as follows:

1. The parties agree the monthly rent for the residential dwelling is \$____ * per month.
2. The parties agree the following amounts are owed to plaintiff:
 - a. Rent arrears \$_____*
 - i. Rent arrears covers the months of _____* to _____*.
[month/year] [month/year]

Total Rent Payment: \$_____*

b. Other court related expenses including: (limit \$5,000)

Court Costs \$ 310.00
Court Filing fee and electronic filing surcharge

Sheriff's fees \$ _____ *

Plaintiff's Attorney's fees \$ _____ *

i. The written rental agreement between the parties provides at Section ____*, that Plaintiff may recover Attorney's fees.

c. Damage/Repairs to Unit (limit of \$5,000) \$ _____

i. Explanation:

Total to be paid via VSHA: \$ _____ *

d. The plaintiff and defendant have agreed the following amounts are owed to plaintiff and are not payable.

Remaining Rent Arrears / Late Fees

(if defendant has exhausted defendant's benefits): \$ _____

Total Expenses \$ _____

3. That the following situation applies to the parties:

- Defendant will apply to the Eviction Prevention Benefit under the VSHA Landlord Relief Program for the above listed amounts. Plaintiff agrees to complete the landlord portion of the application process. **The parties request that the court schedule a status conference in 30 days to receive an update on the application status.**

a. Rent Benefit Payment: \$ _____

b. Other Expenses: \$ _____

The amounts listed in "expenses" above have been paid by Plaintiff, and this stipulation shall serve as documentation that Plaintiff must be reimbursed for

these expenses and reimbursement will be requested on the Defendant's application for Eviction Prevention.

- c. Total to be Paid by VSHA: \$_____
 - d. Upon payment of the total amount listed in paragraph c, it is the intent of the parties that this this action shall be dismissed with prejudice and Defendant may remain in the rental unit located at _____ and shall not be evicted for nonpayment of rent OR Other Expenses listed above.
 - e. The Plaintiff Agrees to Enter into a New Lease at the same rental rate for the period of _____ months.
 - f. Plaintiff agrees to cure any code violations present in the rental unit within 30 days of execution of this stipulation.
- Defendant (or their Agreed Upon Provider) has already applied to the Eviction Prevention Benefit under the VSHA Landlord Relief Program for the above listed amounts. Plaintiff agrees to complete the landlord portion of the application process.

a. Rent Benefit Payment: \$_____

b. Other Expenses: \$_____

The amounts listed in "expenses" above have been paid by Plaintiff, and this stipulation shall serve as documentation that Plaintiff must be reimbursed for these expenses and reimbursement will be requested on the Defendant's application for Eviction Prevention.

- c. Total to be Paid by VSHA: \$_____
- d. This action shall be dismissed with prejudice and Defendant may remain in the rental unit located at _____ and shall not be evicted for nonpayment of rent for the equal number of months paid.
- e. The Plaintiff Agrees to Enter into a New Lease at the same rental rate for the period of (6-12) months
- f. Plaintiff agrees to cure any code violations present in the rental unit within 30 days of execution of this stipulation.
- g. Plaintiff may reopen this court action if Plaintiff does not receive funds from VSHA.

4. The Plaintiff agrees to complete the Eviction Prevention application through the Landlord Relief Program to ensure proper payment credit and compliance with program certifications.

Landlord Signature date

Tenant Signature date

Approved:

Attorney for Plaintiff

Attorney For Defendant if represented

SO ORDERED:

Hon.

*These sections must be completed to be eligible to receive funds through Eviction Prevention.
Enter \$0.00 if not applicable.