

Consumer Agreement 2019
NJ Department of Human Services, Division of Mental Health and Addiction Services
Rental Subsidy

Introduction

This consumer agreement applies to all rental subsidies funded and/or managed by the N.J. Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS). **DMHAS is committed to the key principles of permanent, supportive housing.** The rental subsidy will be administered through the Supportive Housing Connection (SHC) (a partnership of New Jersey governmental agencies and departments) or other entity designated by DMHAS. Applicable SHC terms and policies are available at:

https://www.nj.gov/dca/divisions/dhcr/offices/docs/shc/shc_policies_procedures.pdf

Please read this entire agreement carefully. By signing this agreement, you (the consumer) acknowledge that you understand and agree to all of the terms and conditions of this agreement and the N.J. DHS/DMHAS Rental Subsidy Program Policy. If you violate any of the terms and conditions, you may lose your DMHAS rental subsidy. DMHAS reserves the right to waive the requirements contained in this Agreement, as necessary.

Term of Agreement

As of the date of this Agreement, DMHAS has determined that you are eligible to receive a DMHAS rental subsidy based on the information you provided. This Agreement, and your approval to receive a DMHAS rental subsidy, will terminate if at any time DMHAS determines that you are no longer eligible, that you violated any rental subsidy policies, or that you violated any of the following consumer requirements. You must apply annually (every twelve months) to renew your DMHAS rental subsidy and recertify/update your family income disclosures and eligibility criteria.

Consumer Requirements

1. You must provide current and accurate family income information and documentation at the time of application and at the time of application for renewal. Family income is defined by, and will be determined consistent with, DMHAS rental subsidy policy.
2. You must provide current and accurate information regarding your ownership (individually and/or with any others) of any residential property. You must notify the SHC in writing within thirty (30) days if you acquire or inherit (individually and/or with any others) any ownership interest in residential property.
3. You must notify the SHC in writing within thirty (30) days of any change in your family income that is greater than \$100.00 per year, or if at any time you lose all of your income.
4. The size of the proposed unit may not be larger than the size (number of bedrooms) approved by DMHAS and communicated to you by SHC, regardless of rent. All units must be located in New Jersey.
5. You must complete and submit to SHC a Unit ID form (indicating the proposed address, size, rent and contact information of the proposed landlord). You may not sign a lease agreement until SHC performs a lease inspection and notifies you that the proposed unit passed SHC inspection. You must allow SHC, DMHAS, or a DMHAS representative, access to inspect the unit annually, in the event of an emergency, and upon demand with advance notice.

6. You must apply for Employment, General Assistance, Unemployment Benefits, Supplemental Security Income, Social Security Disability benefits and other entitlements, in order to obtain the highest income/benefit possible. If any application is denied, you must appeal the denial until all administrative appeals are exhausted or the issue is resolved. You must provide SHC, within fourteen (14) days of receipt, with all decisions and notices indicating the status of all applications and appeals.
7. You must apply for, and demonstrate that you applied for, all forms of alternate rental assistance (including but not limited to Section 8 (Housing Choice) Vouchers, State Rental Assistance (SRAP), Public Housing, Section 811 Supportive Housing for Persons with Disabilities, and Section 202 Supportive Housing for Elderly) when waiting lists open or applications are published in local newspapers or provided to you for completion. The DMHAS or a DMHAS contracted provider agency staff may assist you. You are obligated to accept all rental assistance awarded to you. You must provide SHC with written notice, within fourteen (14) days of receipt, of any decision awarding you any form of rental assistance so DMHAS can transition you out of the DMHAS rental subsidy. You are not eligible to receive a DMHAS rental subsidy while receiving any other housing subsidy.
8. You must live in the approved unit full time. Full time is defined as at least ten (10) months per year.
9. You must comply with all of the terms of your lease.
10. You must pay your portion of the monthly rent directly to your landlord.
11. You must pay and keep all utility expenses current.
12. You must use the unit for residential purposes only. No commercial activity is permitted.
13. You must comply with the law and may not engage in any criminal activity that threatens the health or safety, or the right to peaceful enjoyment, of other residents or persons residing in the immediate vicinity.
14. No person(s) may reside with you unless you receive advance, written permission from DMHAS. You must make advance (thirty (30) days) written request to DMHAS for any person to reside with you.
15. You may not have any overnight visitors for more than a total of thirty (30) days (including consecutive and/or nonconsecutive overnights) during your twelve (12) month annual period, with the exception of court ordered child visitation.
16. You must provide SHC with fourteen (14) days advance, written notice, if at any time you are, or will be, away from the unit for thirty (30) consecutive days or more.
17. You must notify SHC in writing, within fourteen (14) days of the date of incarceration or conviction, if you are incarcerated for more than ninety (90) days, or convicted of a criminal offense for which you are sentenced to more than ninety (90) days of incarceration. You are not eligible to receive a DMHAS rental subsidy if incarcerated for more than 90 days.
18. You must notify SHC in writing within fourteen (14) days of admission if you are hospitalized. You may be eligible to continue to receive the subsidy for up to six (6) months during

hospitalization. You may be eligible to receive an increased subsidy if your family income decreases during the hospitalization and such decrease is documented and submitted to SHC within thirty (30) days of the initial date of decrease.

19. You must give SHC thirty (30) days' advance written notice of your intent to vacate or move from the unit.
20. You must give SHC thirty (30) days' advance written notice of your intent to renew your lease.
21. You have the right to refuse all mental health services. However, if you refuse mental health services, you must admit a DMHAS and/or a DMHAS contracted provider agency representative to the unit, monthly, to discuss your progress toward wellness and recovery goals. The repeated failure to submit to the monthly wellness check may result in termination of your subsidy.
22. You may not sub-let the unit or assign your lease.
23. You must reimburse the DMHAS contracted provider agency for any amounts you owe provider agency for payments provider agency made to your landlord for rent, damages to the unit, or other amounts contained in a signed loan agreement with the provider agency.
24. You may not use or apply any portion of a security deposit paid by DMHAS toward any portion of the rent.

Termination of Rental Subsidy

Failure to comply with any of the requirements contained in this Consumer Agreement or the NJ DHS/DMHAS Rental Subsidy Program Policy may result in a subsidy reduction and/or termination from the DMHAS rental subsidy program. Reduction or loss of the rental subsidy does not relieve you of any obligations under your lease. You will be responsible for all of the obligations under your lease, including but not limited to rent and charges for the remainder of the lease term and/or any lease renewals.

Project Based Rental Subsidy

You receive a DMHAS Project Based Rental Subsidy and this provision applies to you.

You do not receive a DMHAS Project Based Rental Subsidy so this provision does not apply to you.

If you receive a DMHAS Project Based rental subsidy, the subsidy remains with the unit. If you vacate the unit or are evicted from the unit by operation of law, you will no longer receive the Project Based rental subsidy.

Signature

I received, read, understand and agree to abide by this Consumer Agreement and the New Jersey DHS/DMHAS Rental Subsidy Program Policy.

Signature

Date

(Revised January 2019)