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Indiana Emergency Rental Assistance 2 Policy Manual



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Disclaimer

This Indiana Emergency Rental Assistance Manual (“Manual”) is a reference guide to Indiana Housing and Community Development Authority’s (“IHCDA’s”) implementation of the Federal Emergency Rental Assistance program, as established by Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, and the Emergency Rental Assistance Program 2, as established by Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2. IERA2 funding is sourced from Indiana’s ERA2 allocation from the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

This Manual is designed to answer questions regarding participation in and eligibility for Indiana’s Emergency Rental Assistance 2 (“IERA2”) program. New applications submitted on or after February 1, 2023, will be governed by IERA2 guidelines and policies as outlined in this Manual. This Manual is intended as a useful resource for tenants, landlords, utility/ home energy providers, and any party or agency assisting a tenant or landlord seeking to participate in IERA2.

The publication of this Manual is for convenience only. Your use or reliance upon any of the provisions contained herein does not, expressly, or impliedly, directly, or indirectly, suggest, represent, or warrant that your application or any application for which you have rendered assistance will be approved to receive IERA2 funding. IHCDA and contributing authors hereby disclaim any and all responsibility of any liability, which may be asserted or claimed arising from reliance upon the procedures and information contained in this Manual.

No household may receive more than 18 months of Emergency Rental Assistance funding, in total, from any single or any combination of ERA programs. Funding received from other ERA programs (Elkhart, Hamilton, Lake, Marion, and St. Joseph Counties and the City of Fort Wayne) count toward a household’s 18-month allowable benefit.

Households that applied for IERA before August 1, 2022, and have received an initial IERA payment, will continue to recertify through the IERA process. These households should NOT apply for IERA2. Doing so may delay payments to your current IERA application.

Those households that applied prior to August 1, 2022, and have already received 18 months of assistance are NOT eligible for additional IERA or IERA2 funding.

Publication

IHCDA in its sole discretion reserves the right to, and may from time to time, amend this Manual for any reason, including to ensure compliance with applicable Federal, State, or local laws and regulations thereunder which may be amended and/or enacted; to reflect changes in the allocation of IERA funding, needs, or fair market rental rates; or to terminate the program. An amended Manual will be released periodically, as necessitated by a change in any of the items indicated above or to reflect updated IHCDA policies, procedures, or guidance. The newest edition of the Manual will override all previous editions, except where otherwise noted.

This program is being supported, in whole or in part, by funds from CFDA 21.023 awarded to the State of Indiana by the U.S. Department of the Treasury.

Section 1: Indiana Emergency Rental Assistance Program Introduction

The Indiana Emergency Rental Assistance 2 program (“IERA2”) was created using Indiana’s funding allocation from the Emergency Rental Assistance Program, as established by Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, and the Emergency Rental Assistance Program 2, as established by Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

No household may receive more than 18 months of Emergency Rental Assistance funding, in total, from any single or any combination of ERA programs.

Households that applied for IERA before August 1, 2022, and have received an initial IERA payment, will continue to recertify through the IERA process. These households should NOT apply for IERA2. Doing so may delay payments to your current IERA application.

The economic crisis caused by the novel coronavirus disease (COVID-19) pandemic and the continuing economic recovery has created a continuing need for rental and utility assistance throughout the State of Indiana. IERA2 provides one-time rental and utility/ home energy assistance to households negatively impacted during the pandemic with the goal of promoting housing stability.

1.1 Program Overview

IERA2 provides rental assistance and utility/ home energy assistance to eligible Indiana renter households (defined in Section 3.1) to increase housing stability. Applicants will receive one payment comprised of past due rent and three months forward rent. At IHCD’s discretion, dependent upon the availability of funds, those IERA2 applicants that successfully engage in Family Development Counseling with a member of the Indiana Community Action Association Network (IN-CAA) Member may re-apply for one additional rental assistance payment. The total of all assistance payments may not exceed 18 months of assistance.

Those households that have successfully engaged in Family Development Counseling, by increasing their score to self-sustaining or thriving, in an approved target area will be reported to IHCD by the IN-CAA Network. Households cannot self-report.

1.2 Nondiscrimination in Administration of Program

IHCD administers the IERA program in compliance with all applicable Federal and State nondiscrimination statutes and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act), and Indiana Code § 22-9.5 (Indiana Fair Housing), as amended. IHCD does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, gender identity, sexual orientation, marital status, familial status, or disability. Further, in accordance with Executive Order 13166, “Improving Access for Persons with Limited English Proficiency,” IHCD takes reasonable steps to ensure that persons with Limited English Proficiency have meaningful access to IERA.

Section 2: Program Requirements

2.1 Rental Assistance

Each applicant household is eligible for up to 18 months of assistance, including a combination of previous months (arrears) and future months (forward facing rental assistance). The maximum monthly rental assistance cannot exceed the lesser of the amount specified in the tenant's lease or the amount in Chart 1-A below based on the number of bedrooms in the rental unit.

CHART 1-A: Rental Assistance Amounts for Applications* Approved or Submitted on or After 10/1/22

Number of Bedrooms	Maximum Monthly Rental Assistance
Efficiency/Studio	\$899
One-Bedroom	\$957
Two-Bedroom	\$1124
Three-Bedroom	\$1573
Four-Bedroom	\$1864

The maximum monthly payment shown in Chart 1-A is derived from the HUD published fair market rents for the State of Indiana for 2023 with a HUD effective date of October 1, 2022.¹

IERA can pay for past due rent or rental arrears that accumulated on or after April 1, 2020. If rental arrears exist that were accrued on or after April 1, 2020, arrears of 18 or fewer months may be paid. The amount of arrears paid per month will be capped at the rental assistance limit defined in Chart 1-A above or the lesser of the monthly rent defined in the lease. Reasonable late fees may be paid over and above the rental limit. Reasonable late fees shall be determined at the sole discretion of IHCD and may NOT be more than three-hundred dollars per month. Any remaining balance is the responsibility of the tenant.

If arrears of fewer than 18 months are paid, up to an additional 3 months of forward-facing rent may be paid. The total payment may not exceed 18 months. After the initial payment of arrears (not more than 18 months) and forward-facing rent (if allowable), the household will be notified that its application has been completed.

Households will NOT have the opportunity to recertify to receive additional forward-facing rent. IERA2 pays a one-time benefit to eligible households. EXCEPT those households that successfully engage in family development counseling, at IHCD's discretion, dependent upon the availability of funds, those IERA2 applicants that successfully engage in housing counseling with a member of the IN-CAA Network may re-apply for ONE additional rental assistance payment. This payment may cover outstanding rental arrears and up to three months forward-facing rent. The total of the two payments may not exceed 18 months of assistance.²

Households may apply solely for the payment of forward-facing rent if no arrears exist. If rental arrears exist, the arrears must be addressed prior to the payment of forward-facing rent. Three

¹ [HUD 2022 Fair Market Rent data](#). IHCD selected the highest FMR in the state for each bedroom size to create Chart 1-C.

² Those IERA households that successfully engage in housing counseling MAY NOT apply for additional IERA2 funding. The maximum, 18 months of assistance, has been reserved for all IERA households. IERA2 cannot pay any additional benefit beyond 18 months.

months is the maximum future rent benefit that may be disbursed at one time. No more than three months of forward-facing rent may be included with the initial payment OR the subsequent payment for those households that successfully engage in family development counseling and elect to seek an additional IERA2 payment. **No household may receive more than two IERA2 payments.**

Households that already receive federal rental assistance (through programs including, but not limited to, Housing Choice Vouchers, Section 8 Project Based Rental Assistance, USDA Rental Assistance, Public Housing, Emergency Solutions Grant (ESG), or HOME Tenant-Based Rental Assistance) are eligible for IERA2 assistance. The amount of IERA2 assistance cannot exceed the lesser of the tenant-paid rent portion or the rental assistance limit in Chart 1-A. IERA2 cannot duplicate the rental assistance already provided by another rental assistance program.

IERA assistance for rent and/or utilities cannot be paid for any month in which an applicant received Indiana COVID-19 Rental Assistance Fund (RAF) or ESG assistance in 2020, 2021, 2022 or 2023.

Payments will be paid directly to the landlord by IHCD on behalf of the household. If a landlord refuses to participate in the IERA2, payments for rental arrears or future rent may be paid directly to the tenant via paper check with both tenant and landlord listed as payees.

If a rental assistance check is made payable to two parties, tenant and landlord, the tenant should sign and surrender the check to the landlord. The tenant should NOT attempt to physically or electronically cash or deposit the check with any bank, credit union, financial institution, money lender, or any other business entity or individual that provides check cashing, loan, or deposit services.

Tenants may not modify, alter, and/ or redact, an IERA2 dual payee check. Modifying a dual payee check, in any manner, may be grounds for removal of a tenant and/ or landlord from the IERA2 program.

The tenant is responsible for paying, in full, any amount of rental arrears or future rent that is not covered by IHCD's assistance. Such remaining balances that are not waived or forgiven by the landlord must be paid by the tenant.

2.2 Ineligible Activities

IERA2 funds may not be used for the following activities:

- Mortgage assistance for homeowners
- Utility and/or home energy assistance for homeowners
- Assistance for persons currently experiencing homelessness
- Payment of arrears accrued prior to April 1, 2020
- Payment of any penalties, except late fees
- Payment of damages, pet deposits, or other fees
- Security deposit assistance³
- Moving expenses⁴

³ Security deposits may ONLY be paid with Housing Stability Dollars via the Indiana Community Action Association Network. Unpaid deposits appearing on ledgers will NOT be paid by IERA2.

⁴ Moving expenses may ONLY be paid with Housing Stability Dollars via the Indiana Community Action Association Network. Moving expenses do not include labor.

2.3 Tenant Obligations

A household receiving IERA2 assistance must execute an IERA2 Agreement and acknowledge that the tenant will notify IHCD immediately if:

1. The tenant vacates the premises;
2. The tenant is offered another form of rental assistance or intends to accept an alternate form of rental assistance;
3. The tenant believes that the IERA2 assistance for rent has not been correctly applied to the household's rental arrears or current rent;
4. The tenant believes that the landlord has engaged in fraud regarding the receipt of or application of IERA2 funds to their lease, rental arrears, or current rent; and/or
5. The tenant believes that the IERA2 assistance for utility/ home energy costs has not been correctly applied to the household's utility/ home energy amounts owed to the utility or home energy vendor.

The tenant must also acknowledge that any payment of funds which constitutes an overpayment or erroneous payment of funds shall be returned to IHCD immediately upon request. Furthermore, any payment must be returned if approval of such assistance was based on false, fictitious, or fraudulent statements; misrepresentation of information or documentation; or failure to disclose a material fact in a manner that makes the statements, information, or documentation provided false.

The IERA2 Agreement will be executed, and the tenant obligations will be acknowledged through the Application Portal. The IERA2 Agreement and the acknowledgement will be included in the application; a separate form is not required.

Tenants with declined IERA applications, whether the tenant was listed as a tenant, occupant, or landlord where the decline was associated with inconsistent, inconclusive, or deliberately misleading information may have subsequent applications declined on the same or similar basis.

2.4 Landlord Obligations

A landlord receiving direct payment of IERA or IERA2 funds must execute an IERA Agreement and acknowledge that:

1. The landlord may not evict the tenant for nonpayment of rent during the period covered by IERA or IERA2 rental assistance. This requirement went into effect with Treasury Guidance issued on May 7, 2021, and applies to all landlord agreements executed on or after that date.
2. The landlord will notify IHCD immediately if:
 - a. The tenant vacates the premises;
 - b. The landlord receives a rental assistance payment for the tenant from a different program or entity providing rental assistance;
 - c. The tenant is offered a payment plan or the tenant's rental rate decreases;
 - d. The tenant's rent increases for any reason; and/ or
 - e. The landlord believes that the tenant has engaged in fraud regarding the application or receipt of IERA and/ or IERA2 assistance.
3. Funds received must be applied to the tenant's rent and not to other fees such as penalties, deposits, or pet fees;
4. Any overpayment of IERA and/ or IERA2 assistance or payment received by the landlord in error must be returned to IHCD immediately;
5. Any payment must be returned if approval of such assistance was based on false, fictitious, or fraudulent statements; misrepresentation of information or documentation; or failure to disclose a material fact in a manner that makes the statements, information, or documentation provided false; and
6. The landlord will not charge a tenant receiving IERA and/ or IERA2 assistance additional

rent or fees related to their application or participation in IERA and /or IERA2.

A landlord will acknowledge the IERA obligations through an electronic form issued directly to the landlord through the Vendor Portal. Those landlords that participated in IERA have already executed the IERA Agreement.

IERA and IERA2 aim to ensure housing stability for tenants; therefore, IHEDA encourages landlords to endeavor to resolve disputes that may arise with tenants through means other than eviction when feasible. A landlord who discloses that the landlord intends to accept the IERA2 arrearage payment for an applicant and proceed with an eviction against the applicant may be barred from receiving an IERA2 payment for the applicant. Evictions for nonpayment of rent are prohibited during the period covered by IERA and/ or IERA2 rental assistance.

2.5 Utility and Home Energy Assistance at Initial Application Applications Submitted on or After October 1, 2021

Participating tenants may request utility and home energy assistance from IERA2. IERA2 can provide utility/home energy assistance for utility and home energy costs that are the responsibility of the household. Utility assistance will be paid directly to the utility vendor in an amount based on Chart 2 below. IERA will only directly pay participating utility vendors; dual payee checks will not be issued for utilities. If a utility vendor elects not to participate in IERA2, a payment may not issue for that specific type of utility. The amount of utility assistance depends on (1) which utilities the household is responsible for paying and (2) the number of bedrooms in the rental unit.

A utility is defined as:

- 1) Electric, gas, water, wastewater or sewer, and trash removal (trash removal is only eligible if included in a consolidated bill from a utility provider).
 - a. If billed to the tenant; and
 - b. The invoice reflects the address of the application.
- 2) Telephone, internet, and cable are NOT eligible utilities.

Home energy is defined as:

- 1) Fuel oil, liquefied petroleum gas (LP Gas), propane, wood, coal, kerosene, pellets, or biofuel used for heating.
 - a. If billed to the tenant; and
 - b. The invoice or sub invoice reflects the address of the application.

Chart 2: Monthly Utility Assistance Calculation

Utility Type	0 Bedrooms	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5+ Bedroom
HEATING						
Natural Gas	\$24.00	\$32.00	\$43.00	\$52.00	\$66.00	\$75.00
Electric	\$55.00	\$78.00	\$102.00	\$123.00	\$152.00	\$170.00
Home Energy	\$58.00	\$77.00	\$103.00	\$128.00	\$166.00	\$178.00
ELECTRIC- Not Heat	\$49.00	\$57.00	\$65.00	\$73.00	\$83.00	\$91.00
Water	\$29.00	\$36.00	\$46.00	\$56.00	\$70.00	\$88.00
Sewer	\$54.00	\$54.00	\$62.00	\$71.00	\$86.00	\$109.00

Applicants must:

1. Provide a utility or home energy invoice or sub-invoice in the name of the tenant or co-tenant

- reflecting the address of the application for each qualifying utility or home energy expense for which payment is requested;
2. Complete and upload an affidavit of home energy exhaustion, where applicable, stating that the household has exhausted its home energy source and is without sufficient funds to incur additional home energy resources.

Utility and/or home energy assistance may cover a period of up to 18 months. The 18 months for rent and utility/ home energy assistance run concurrently. IERA2 applicants will receive one month of utility assistance, per each type of utility requested, for each month of rent received. If a utility vendor declines to participate in IERA or IERA2, a utility payment will not be issued.

IERA will not pay utilities:

1. Reflecting a service address that is not the address on the application or the address of rental building, or rental complex;
2. Billed to a party other than the tenant, co-tenant on the lease, building manager/ owner, or complex manager/owner; or
3. Billed to the landlord, unless the utility is sub-metered, and the tenant is then directly billed by the landlord for their unit's specific utility cost. This payment from the tenant to the landlord must be separate from rent and must be for the specific utility costs incurred by the tenant.

Utilities designated on the lease as being included in the rent, with a set monthly cost, may be paid through the payment of rental arrears or forward-facing rental assistance. Utilities designated as being included in the lease may not be paid outside of a rental assistance payment.

2.6 Internet Assistance

Effective August 6, 2021, the IERA program no longer provides internet assistance.

2.7 Cooperation of Landlords and Utility/Home Energy Providers

IHCDA will make reasonable efforts to obtain the cooperation of landlords and utility/ home energy providers to accept direct payments from IERA and/ or IERA2. A landlord or utility/ home energy provider will be deemed to have refused participation in the IERA program if:

1. A request for participation is sent in writing, by certified mail, to the landlord or utility/ home energy provider and the addressee does not respond to the request within 14 calendar days after mailing;
2. IHCDA has made at least three attempts by phone, text, and/or email over a 10-calendar day period to request the landlord or utility/ home energy provider's participation and has received no response. If IHCDA elects to use this option, the third and final contact attempt must be documented; or
3. The landlord or utility/ home energy provider notifies IHCDA, in writing, via email or direct correspondence that they have elected not to participate in IERA.

A landlord or utility/ home energy provider will be deemed as "nonparticipating" regarding a specific applicant if, after the timeframe defined above, a specific document request such as a request for a lease or arrearage documentation has not been fulfilled.

Eligible households with non-participating landlords will receive a dual payee check for past due and forward-facing rent and associated late fees. This check will be made payable to both landlord and tenant and sent to the tenant at the address of the application. The tenant/ applicant is required to endorse the check and present the check to their landlord for payment of their rental

obligation. An applicant/ tenant that attempts to transact a dual payee check by depositing, cashing, or withholding funds from the check from the landlord, may be prohibited from continued participation in IERA2. IHCD may refuse to re-issue the check and may refer the tenant/ applicant for prosecution.

The sole purpose of IERA and IERA2 funds is the payment of rent, utilities, and late fees. Tenants may not retain IERA or IERA2 funds from a dual payee check. Deposit or retention of any such funds will be viewed as an attempt to defraud the IERA and IERA2 programs.

Eligible households with non-participating utilities will not receive payment for those utilities. Utility providers must elect to participate in IERA to receive payment.

2.8 Hotel/Motel Assistance

IERA 2 will not provide assistance to applicants living in hotels or motels UNLESS the tenant can provide a lease with a minimum one-month term. Invoices for payment of month-long stays do not constitute leases.

Those staying at hotels are responsible for all uncovered costs including rent above and beyond the published limit, administration charges, parking charges, pet charges, or any other fees that may be assessed and/ or accrued.

2.9 Minimum Rental Assistance Requirement

Beginning December 1, 2023, IERA2 will not provide rental or utility assistance to applicants whose monthly rental obligation is less than \$50.00 per month at the time of application. Those applicants whose rent is subject to income-based review will be processed so long as their rent is \$50.00 per month or more at the time the application. Those applicants that applied prior to December 1, 2023, whose rent is now less than \$50.00 per month will continue to be processed in the normal course of business.

Applicants that have a monthly rental obligation of less than \$50.00 per month at the time of application, that have accumulated arrears in excess of \$500.00 will be processed in the ordinary course of business.

2.10 Applicants with a Credit Balance

Beginning December 1, 2023, Applications submitted after December 1, 2023, where the applicant's ledger shows a "credit" or "positive" balance equal to or less than one month of the application will be held for processing until the first of the following calendar month when the credit balance will be utilized.

Beginning December 1, 2023, IERA2 will decline applications where the tenant's ledger shows a "credit" or "positive" balance equal to or greater than one month of the applicant's rent as indicated in the lease. These parties will be able to re-apply to IERA once the tenant's credit balance has been exhausted.

Section 3: Participant Selection & Eligibility

3.1 Eligible Households

A household must meet the eligibility criteria set forth below. IERA staff may request additional documentation as needed to verify that an applicant meets eligibility criteria.

1. Must be an Indiana renter household that lives outside of the excluded municipalities (as defined in Section 4). Assistance may only be provided for an applicant’s current or previous primary residence. The residence must be the applicant’s primary residence at the time of application and must remain their primary residence until such time as the application has been approved by Quality Control Staff. Each applicant must have a current written lease or an expired lease that permits month-to-month tenancy and has been expired for three years or less. Leases that have been expired for more than three years will NOT be accepted.

If the applicant vacates the residence (voluntarily or involuntarily) after the application has been approved by Quality Control Staff, IHCD may issue payment for the rental arrearage incurred through the date of move-out. IHCD must receive written confirmation from the applicant requesting and acknowledging that IERA2 assistance will be applied to their previous address and that no subsequent payment (previously known as a recertification payment) will issue. The applicant will not be eligible for additional IERA2 assistance unless they complete family development counseling with IN-CAA.

IHCD will not issue an assistance payment for a residence if the renter vacated the residence before the application was approved by Quality Control Staff.

Renters who voluntarily vacate their residence or have a change in landlord prior to their application being approved by Quality Control will not receive a benefit. The renter will need to submit a new application for assistance at their new address.

2. Must have a total household income that does not exceed 80% of the State of Indiana Area Median Income (AMI) [as published by HUD](#) and listed in Chart 3-A or 3-b below.
 - a. For purposes of determining the number of people in a household, an unborn child counts as a household member.
 - b. Income is based on either the adjusted gross income reported on IRS Form 1040 or the household’s total gross household income for the two months prior to the month of application as calculated according to HUD regulations at 24 CFR 5.609. Household income includes the unearned income of all household members and the earned income (wages) of all adult household members aged eighteen (18) or older.

CHART 3-A: FY2022 Income Limits (effective for determinations made on or after 4/18/22)

Fiscal Year 2022 80% Low-Income Limit (LIL)							
1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$45,950	\$52,500	\$59,050	\$65,600	\$70,850	\$76,100	\$81,350	\$86,600

CHART 3-B: FY2023 Income Limits (effective for determinations made on or after 6/19/23)

Fiscal Year 2022 80% Low-Income Limit (LIL)							
1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$48,600	\$55,550	\$62,500	\$69,450	\$75,000	\$80,600	\$86,150	\$91,700

3. For IERA2 applicants must self-attest that at least one member of the household has been negatively financially impacted since April 1, 2020 (the onset of COVID-19), but not necessarily directly due to COVID-19. The applicant must attest, under penalty of perjury, to one of the following conditions.
 - a. Received unemployment benefits since April 1, 2020; or
 - b. Experienced a reduction in household income on or after April 1, 2020, due to an involuntary job layoff, involuntary furlough, reduced workdays and/ or hours, or reduced pay; or
 - c. Incurred significant costs or experienced a financial hardship during the COVID-19 public health emergency on or after April 1, 2020. This may include, but not be limited to:
 - i. Reduction in income due to the need to stay at home due to a pre-existing condition that may be exacerbated by COVID-19;
 - ii. Reduction in income due to the need for an applicant or dependent to quarantine after COVID-19 exposure or diagnosis;
 - iii. Incurred significant costs due to an increase in medical bills or medical costs associated with the treatment of COVID-19; or
 - iv. Incurred significant costs due to the increase in dependent care costs based on the closing of a school or care facility.

Applicants attest to a financial impact in the Application Portal.

This is not an exhaustive list of factors that demonstrate a household was financially impacted during the pandemic. The applicant will be able to provide additional information through the Application Portal for consideration.

4. Must self-attest that the household is at risk of experiencing homelessness or housing instability. The applicant must attest, under penalty of perjury, to one of the following conditions.
 - a. Experiencing a current housing-cost burden (household pays 30% or more of total household income on rent);
 - b. At risk of eviction- e.g., has received an eviction notice, notice to vacate, or notice of a court hearing regarding housing;
 - c. Has rental or utility arrears; or
 - d. Is doubling or tripling up with other households.

Applicants attest to housing instability in the Application Portal.

This is not an exhaustive list of factors that demonstrate a household is at risk of experiencing homelessness or housing instability. The applicant will be able to provide additional information through the Application Portal for consideration.

5. May not receive another source of emergency rental assistance as part of a COVID-19 response for any month for which the household is receiving IERA2 assistance (including IERA2 utility assistance). Low-Income Home Energy Assistance Program (LIHEAP) or Energy Assistance Program (EAP) utility assistance do not qualify as emergency rental assistance, and receipt of LIHEAP or EAP does not make a household ineligible for IERA2 assistance.
6. Applicants must provide proof of income eligibility for the household through one of the following options:

OPTION 1: CATEGORICAL ELIGIBILITY. Applicants may provide a benefit determination letter from one of the following local, state, or federal government programs issued on or after July 1, 2022:

- a. HIP (Healthy Indiana Plan)
- b. SSI (Supplemental Security Income)
- c. SNAP (Supplemental Nutrition Assistance Program)
- d. TANF (Temporary Assistance for Needy Families)
- e. WIC (Special Supplemental Nutrition for Women, Infants, and Children)
- f. HCV (Housing Choice Voucher)
- g. Household lives in a Public Housing unit
- h. LIHEAP (Low Income Home Energy Assistance Program)
- i. LIHWAP (Low Income Household Water Assistance Program)

If an applicant provides an accepted benefit determination letter from one of the programs listed above, dated on or after July 1, 2022, no further income verification documentation is required. A letters acceptability will be determined by program staff.

IHCDA staff may also accept SNAP and WIC App screenshots as proof of a benefit received. The acceptability of screenshots will be determined by program staff.

Photos, copies, or scans of HIP cards will NOT be accepted as proof of a HIP benefit for IERA2.

OPTION 2: VERIFICATION OF INCOME. If an acceptable benefit determination letter proving categorical eligibility is not provided, then the applicant must provide proof of income eligibility by submitting the following documents for each member of the household age 18 or older:

- a. IRS Form 1040 for 2021 or 2022. Applications submitted after April 15, 2023, must use the 2022 Form 1040; or
- b. Documentation of income, including but not limited to the following documentation, as applicable:
 - Unemployment benefit statement
 - Pay stubs or wage statement
 - Benefits letter for programs such as Social Security, SSI, SSDI, etc.
 - Proof of child support and/or spousal support/alimony
 - Proof of pension or retirement income
 - Proof of workers compensation

Staff will calculate an applicant's household income based on the documentation submitted

by the applicant and will determine whether the applicant's income is within the IERA income limits.

OPTION 3: ZERO INCOME. Households where no adult member of the household earns or receives income will self-certify through the Application Portal that the household is a zero-income household.

Households where one member earns income, and another member does not earn income may be asked to complete a zero-income affidavit for one household member.

Households that specify that no member of the household earns income may be asked to provide their last paycheck, unemployment documentation, or prior year's tax return.

7. There is no citizenship requirement to receive IERA2 assistance. However, due to the reporting requirements of the United States Department of Treasury, tenants must report their gender, race, and ethnicity as they identify.

IERA applicants are required to provide identification for any household members who are identified on the lease as a tenant. The following forms of identification will be accepted:

- Driver's License from any of the fifty states, US territory, or the District of Columbia
- Identification Card from any of the fifty states, US territory, or the District of Columbia
- Learner's Permit with Photo from Indiana, Kentucky, Illinois, Ohio, or Michigan.⁵
- Consular Identification Card
- Passport
- Photo Identification Card from the Office of Refugee Resettlement
- United States Visa
- Tribal Identification Card

Current identification is preferred but any of the identified forms of identification may be accepted if they have expired within the last 12 months. ID expired more than 12 months is not acceptable.

IHCDA is required to maintain and may be required to report the following data to the United States Department of the Treasury:

- Address of the rental unit
- Gender, race, and ethnicity for the primary tenant
- Name, address, social security number (as applicable), tax identification number or DUNS number, as applicable, for each landlord receiving funds
- Name, address, social security number (as applicable), tax identification number or DUNS number, as applicable, for each utility/home energy provider receiving funds
- Amount and percentage of monthly rent covered by IERA assistance
- Amount and percentage of separately stated utility and home energy costs covered by IERA assistance
- Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs, utilities, home energy costs arrears) provided to each household

⁵ Learner's Permits must include a photo and may not be more than thirty (30) days expired. Staff will determine whether a learner's permit is acceptable.

- Amount of outstanding rental arrears for each household
- Number of months of rental payments for which IERA assistance is provided
- Number of months of utility and/ or home energy payments for which IERA assistance is provided
- Household income for each household
- Number of individuals in the household.

Personally Identifiable Information received by IHCDCA will be used only for the following purposes: (1) determining eligibility for IERA or IERA2 or other programs, (2) determining the veracity and/or accuracy of any statements made by an applicant, (3) administering the IERA and IERA2 programs, (4) communicating with other administrators of other public programs to confirm no duplication of benefits, and (5) monitoring, evaluating, and investigations related to IERA and IERA2. Personally Identifiable Information will be kept confidential and will be disclosed only as described herein and as allowed by State and Federal law to the extent necessary and to achieve these purposes.

3.2 Intake and Screening

Applicants will be screened through IHCDCA's intake portal. Applicants will be required to provide the following information during initial screening to assist in determining if they are eligible for assistance:

- Name and contact information
- Names of all co-tenants
- Current address (not located in one of the excluded municipalities)
- Utility/home energy services that are in the tenant's name and billed directly to the tenant monthly
- 2023 Household Income (self-certified at this application phase)
- Monthly income from all sources (self-certified at this application phase)
- Current residency status: renter, homeowner, or experiencing homelessness. Only renters are eligible for assistance through IERA2.
 - Homeowners seeking assistance will be referred to the HAF
 - Persons experiencing homelessness seeking assistance will be rerouted to the appropriate regional Coordinated Entry Lead
- Acknowledgment of unemployment benefits and the duration of the benefit period being received by any member of the household (self-certified at this application phase).
- Self-certification that the applicant meets all eligibility requirements defined in Part 3.1 via a question in the Application Portal
- Self-certification that a notice of utility disconnect has been received, for an eligible utility, via a question in the Application Portal.

Based on the information provided, applicants will either be notified that they are ineligible for assistance or their application will proceed to review to confirm eligibility.

IHCDA reserves the right to request additional documentation from any applicant or household to verify and/or clarify any information provided for the purpose of demonstrating initial and/ or ongoing IERA eligibility. IHCDA further reserves the right to request additional documentation from third parties, such as landlords or utility providers, for purposes of verifying and/ or clarifying any information provided by the applicant, household, or a third party which is necessary to determine or maintain program eligibility.

3.3 Priority Review

Applicants that indicate one of the following conditions during the initial application phase will receive priority application review:

- 1) Applicants with a total household income that does not exceed 50% of the State of Indiana Area Median Income (AMI) as [published by HUD](#) and listed in Chart 4-A below.

CHART 4-A: FY2022 Income Limits (effective for determinations made on or after 4/18/22)
Fiscal Year 2022 50% Very Low-Income Limit (VLIL)

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$28,700	\$32,800	\$36,900	\$41,000	\$44,300	\$47,550	\$50,850	\$54,150

- 2) Applicants that indicate a household member is unemployed at the time the application and has been for 90 days prior to the date of submission of the application.

During the two weeks immediately following the opening of the application portal, IERA2 staff will only review applications demonstrating one or both of the priority conditions.

After the initial two weeks, applications will be assigned for review by date. Those applications indicating one of the priority conditions will be labeled as meeting a priority condition and will continue to receive expediated review.

The expedited review will terminate if the triggering condition is determined to be unfounded.

3.4 Reconsideration of Income Determination

An applicant whose application was declined because the household's income exceeds the IERA income limit may seek a reconsideration.

- 1) Reconsideration is limited to an income recalculation using the initial information and documentation provided by the applicant.
- 2) The applicant will have 10 calendar days to request a review of the recalculation results. The applicant must submit a written request for review that includes a specific reason for why the applicant believes the results were incorrect.
- 3) The IERA Legal Counsel or her designee will conduct the review based on the reason(s) provided by the applicant. The review will be limited to a review of the income determination.
- 4) The applicant will be notified of the review results via email. The review results will be final.

3.5 Rent to Own / Lease Purchase/ Other Housing Contracts

Effective April 24, 2023, IERA will no longer provide IERA assistance to households with a rent-to-own, modified rent-to-own, lease purchase, or other contract that is not clearly a rental agreement. These applications will be declined.

Applications submitted prior to April 24, 2023, will be reviewed in the ordinary course of business. Below is the policy under which rent-to-own, modified rent-to-own, lease purchase, or applications containing other modified contract terms will be reviewed.

An applicant who is paying rent for a living space with an existing rent to own, lease purchase, or other contract that is not clearly a rental agreement may be approved for IERA assistance if they meet all program eligibility criteria AND sign the IERA Rent to Own Certification.

The rent to own agreement verifies that the household meets the following criteria established by Treasury:

- No member of the applicant's household is a signor or co-signor to the mortgage on the property, holds the deed or title to the property, or has exercised the option to purchase the property.
- The contract does not include a purchase date that is simultaneous to the signing of the contract or a past date.
- The contract does not grant equitable or legal title to the applicant.

IHCDA may also consider whether the following factors, which indicate an applicant is not a tenant, are incorporated into the contract that has been presented for purposes of obtaining an IERA benefit:

- The contract defines the parties as "seller" and "buyer" rather than "landlord" and "tenant" or "lessor" and "lessee."
- Applicant has paid a down payment.
- Applicant has signed a Note securing payment of the obligation.
- The applicant pays the property taxes assessed in their own name or via invoice from the owner of the property.
- Funds were placed in escrow at the execution of the contract.
- The applicant pays interest charged on the unpaid balance of the contract.
- The applicant pays property casualty insurance for the improvements located on the real estate.
- The applicant is permitted to make modifications to the structure or construct new improvements on the real estate.

3.6 Mobile Homes

An applicant who is paying rent to live in a mobile home may be approved for IERA2 assistance if they meet all program eligibility criteria. IERA2 can provide rental assistance for the mobile home rent and/or the lot rent for the parcel of land. IERA2 rental assistance will be capped at the lower of (1) the sum of mobile home rent plus lot rent (if both are applicable) or (2) the Fair Market Rent listed in Chart 1A of Section 2.1 of this manual.

3.7 Familial or Same Address Leases

An applicant who is paying rent to a family member or resides at the same address as their landlord may be required to provide additional documentation to demonstrate that a verifiable Landlord-Tenant relationship exists. This documentation may include but is not limited to 1) proof of rental payments made to the landlord; 2) proof of rental payments transacted by the landlord; or (3) other documentation requested by IHCDA. The requested information and documentation will assist staff in verifying that an applicant has a valid rental obligation in addition to meeting all other eligibility requirements.

3.8 Adult Household Members without Financial Responsibility

IHCDA has and continues to endeavor to meet all Treasury guidelines for administration of the IERA program. The Emergency Rental Assistance statute limits successful applicants to eighteen (18) months of IERA and/ or IERA2 assistance. IHCDA attempts to locate and associate familial and joint household applications.

IHCDA reserves the right to process individual or subsequent applications where:

- An adult household member was listed as an applicant on a prior IERA or IERA2 application,
- The same household member was NOT listed as a tenant on the lease, but may be referenced as an occupant or was not named in the lease at all, and
- The adult household member either lacked income or lacked a categorical eligibility benefit used to qualify the household for prior assistance.

IHCDA's determination whether to process these applications will be made based upon the totality of the information provided in the prior paid application and the newly submitted application. All determinations made by IHCDA concerning the processing of the new, second, or subsequent application will be final.

3.9 Legal Services

IHCDA has entered a contract with the Indiana Bar Foundation ("IBF") to provide free legal services to Indiana renters using ERA 2 funds from the American Rescue Plan. Indiana renters may attend legal clinics, use legal kiosks, email an attorney, access a legal navigator, or find legal representation through a statewide network of providers established and maintained by IBF. An Indiana renter facing eviction or with legal questions may go to [IndianaLegalHelp.org](https://www.incap.org/indiana-legal-help) to access available resources.

3.10 Family Development Counseling

IHCDA has entered into a contract with IN-CAA to provide free family development counseling services to Indiana renters using ERA 2 funds. Counseling services may focus on housing, budgeting, goal setting, or other areas of family wellness designed to create more stable Indiana households. Indiana renters may go to <https://www.incap.org/indiana-housing-stability-program> or call 2-1-1 to identify a provider in their area.

Dependent upon remaining funding and continued eligibility households that that enter housing counseling with IN-CAA after July 1, 2022, MAY be eligible to apply for additional funding. To be eligible for additional funding the household has already or will receive an improved score of "self-sufficient" or "thriving" in any of the twelve focus areas wherein the household initially scored LOWER than self-sufficient. IN-CAA will report these households to IHCDA. The household will then be eligible for an incentivized counseling payment or ICP. Households may not self-report the results of family stability counseling. Reporting must originate from an IN-CAA member.

3.11 Marion County Applications

IHCDA may serve Marion County renters that are participating in the Indiana Supreme Court's Eviction Diversion Program. Participation in the program is offered to those in active eviction through the court presiding over the eviction. IHCDA staff will use published case dockets to confirm participation in the Eviction Diversion Program. Once the eviction is sealed and participation in the Eviction Diversion Program is complete the pending IERA or IERA2 application will be closed. Marion County renters not participating in the Eviction Diversion Program will not be served by IERA or IERA2 and any such applications will be declined.

Section 4: Applicable Definitions

The following defined terms are applicable to IERA and IERA2.

Applicant: The party seeking rental assistance through IERA or IERA2.

Application: All information provided through the application portal or directly to IHCD or a Participating Provider for the purpose of obtaining IERA or IERA2 assistance.

Co-tenant: A signatory to the same lease or rental agreement for the same living space as the applicant. This is also known as a joint lease. Co-tenants are limited to one IERA or IERA2 award per household.

Excluded Municipalities: Those municipalities permitted by the United States Department of Treasury and electing to run their own rental assistance programs: Hamilton County and Marion County. IERA2 funding is available to eligible Indiana renters residing outside of Hamilton and Marion Counties.

Family Development Counseling: Family Development Counseling services are provided through the Indiana Community Action Association Network. A provider listing is available at <https://www.incap.org/indiana-housing-stability-program>. A housing counseling certificate of completion from an unlisted agency or provider will not entitle the household to a second IERA2 payment.

Forward-facing rent: Rent that is due on or after the date of initial IERA or IERA2 payment.

Home Energy: See Section 2.5.

Home Energy Arrearage: Any home energy invoice that is past due as of the date of application filing will be considered an arrearage.

Household: A tenant and other individuals, family members, friends, roommates, or multiple families, residing together at the location specified in the lease.

Incentivized Counseling Payment (ICP): A second IERA2 payment issued to a household that has engaged in family development counseling with an IN-CAA provider and raised their score in one of the twelve focus areas to self-sustaining or thriving. A household's eligibility for an ICP payment is reported to IHCD by IN-CAA Network Members. A household may not self-report.

Individual Lease: A lease or rental agreement in which a person takes responsibility for a room and a portion of the common areas and pays a separate and distinct portion of the rent associated with that space.

Individual Lessee: A tenant or renter under an individual lease. This type of tenant may apply for assistance with only their rental obligation.

Housing Contract: See Section 3.6

Lease: A written agreement between two parties for the occupation of a living space with a term of at least 30 days or a written program agreement for transitional or recovery housing with a term of at least 30 days.

Participating Providers: Community Action Agencies (“CAAs”), Township Trustees, Public Housing Authorities (“PHAs”), and other organizations throughout the state assisting in program administration.

Rental Arrearage: Any rent that is past due as of the month that the application is processed for payment will be considered an arrearage. Arrearages dating back to April 1, 2020, and constituting 18 or fewer months may be paid, up to the rent limit defined in Chart 1-A. Late fees may be paid over and above the rent limit.

Rent To Own: An applicant who is paying rent for a living space with an existing rent to own or lease purchase agreement may be approved for IERA assistance if the applicant meets all program eligibility criteria and signs the IERA Rent to Own Certification. By signing the Rent to Own Certification, the applicant certifies that no member of the household is a signor or co-signor to the mortgage on the property, holds the deed or title to the property, or has exercised the option to purchase the property.

Sub-invoice: An invoice for utilities issued from the landlord to the tenant for a share of utilities or home energy expenses not included in the rent or individually invoiced to the tenant.

Tenant: A party occupying a living space pursuant to the lease including but not limited to those residing in an apartment complex, a house, a room within a house, a mobile home, or a person residing in a mobile home which they own but for which they pay lot rent, or a party residing in a house or condominium subject to a rent to own or lease to own agreement. A tenant does not include a party occupying a short or long term stay hotel or motel.

Utility: See Section 2.5.

Utility Arrearage: Any utility invoice that is past due as of the month that the application is processed for payment will be considered an arrearage. Households will receive the posted utility stipend for each utility type requested for a participating vendor. Benefits will only be paid for participating utility providers. Disconnect fees, reconnect fees, and/ or deposits cannot be paid via an IERA or IERA2 application. Any such fees are and remain the responsibility of the household.