



## STATE OF CONNECTICUT DEPARTMENT OF HOUSING



### UniteCT Eviction Prevention Fund

#### OVERVIEW

UniteCT, administered by the Department of Housing, has allocated \$11 million to the Eviction Prevention Fund (EPF) for qualifying households. In addition, DOH has leveraged an additional \$1.5 million in Rent Bank funds as a supplement for individuals who are ineligible for federal UniteCT funds. Tenants who have a summary process eviction action pending against them may qualify for up to \$5,000 in a one-time rental assistance payment to cover their rental arrears. The tenant's attorney or mediator will refer the tenant to the Call Center who will schedule an appointment at the UniteCT Resource Center to help the tenant fill out the application, and if approved, the check will be mailed directly to the landlord. Tenants may self-refer to the Call Center for assistance with an application. Tenants may not complete an application on their own without the assistance of the Resource Center. Quinnipiac University's Center on Dispute Resolution mediation services will be available for tenants who self-refer and do not have legal representation.

Financial assistance is intended to

- 1) Pay rental arrearage of up to \$5,000 with the understanding that the tenant will remain in the unit and re-establish tenancy. OR
- 2) Provide security deposit and first month's rent up to \$3,000 to assist with relocation if the parties are unable to agree on terms for the tenant to remain in the unit.

A tenant cannot receive both rental arrearage and security deposit/first month's rent through the Program. If a stipulated agreement between the parties provides for a move-out date and not a re-establishment of tenancy, or if a landlord refuses to participate in mediation, rental arrears will not be paid to the existing landlord.

Tenants may use the following link to determine if they *may* be eligible – [Eviction Prevention Fund of UniteCT Pre-Qualification Survey](#). Please note that the final eligibility determination is determined by the CT Dept. of Housing and its subcontractors.

#### ELIGIBILITY FACTORS

- The applicant must be a renter/have an obligation to pay rent for a dwelling unit.
- Applicant must be residing in the unit for which the eviction is pending at the time an application is submitted. There must be a rental balance owed, and the Tenant/Landlord must provide a rental ledger indicating the balance of rent that is currently owed.
- Applicant must have a pending eviction as evidenced by the filing of a Summons and Complaint.
- The household must have an annual gross income of less than 80% of the Annual Median Income (AMI).
- The tenant must enter into a voluntary or court-ordered agreement with the landlord containing certain terms required by the Program.
- The agreement may either allow for the tenant to remain in the unit through the payment of rental arrearage OR outline a plan to relocate to a new apartment. Rental arrearage payments

are not permissible unless the tenant is able to re-establish tenancy. Rental arrearage payments will not be approved if the parties have established a move-out date.

- If a tenant currently has a rental subsidy (i.e. Housing Choice Voucher, State Rental Assistance Program, “Section 8” or resides in public housing), they are eligible for the UniteCT Eviction Prevention Fund. All other eligibility factors are applicable.
- The household’s previous UniteCT assistance:
  - a. If any member of the household has received the maximum assistance under UniteCT (\$15,000 or 12 months of rent), then the tenant is ineligible for the Eviction Prevention Fund. Instead, the tenant may be eligible for Rent Bank funds up to \$3,500 if household income is below 60% State Median Income (SMI).
  - b. If the household received UniteCT assistance in an amount less than the program maximums, the household may be eligible for rental arrearage or rental assistance up to the balance of available funds not to exceed the maximum assistance allowed under UniteCT policy.
  - c. For eligible households, rental arrearage assistance may be split between the Eviction Prevention Fund and Rent Bank funds to fully address the tenant’s arrearages up to \$5,000.
- A tenant will be ineligible if an eviction action is withdrawn.
- A tenant will be ineligible if the court issues an execution prior to initiation of the application.
- A tenant is eligible to apply if they have previously entered into a stipulated agreement, but have been unable to maintain rent or use and occupancy payments. The Program cannot pay for any arrearage accrued prior to April 1, 2020. In such cases, unpaid use and occupancy fees will be treated in the same manner as rental arrearages. A rental ledger indicating rental balance will be needed for the mediation agreement. Parties will not be required to enter into a new agreement, and conditions of the pre-existing agreement will be honored.
  - a. If intent is to reinstate tenancy upon fulfillment of the agreement, the tenant can access up to \$5,000 in accordance with all other eligibility guidelines. Maximum assistance will be based upon the rental arrearage under the existing stipulated agreement at the time of the tenant’s EPF application.
  - b. If the landlord/tenant have an agreed upon move-out date, the tenant can access up to \$3,000 for security deposit and 1<sup>st</sup> month’s rent for a new apartment.
  - c. Given the availability of the new EPF, landlord/tenant may choose to renegotiate a new agreement based on program guidelines.

If the tenant satisfies all the criteria above, then they are eligible for up to \$5,000 in assistance to cover their rental arrears. If the voluntary or court-ordered agreement denotes tenant relocation to a new unit, security deposit and/or 1<sup>st</sup> month’s rent can be accessed up to \$3,000. In such cases, rental arrearage will not be paid. Property owners are required to waive late fees. All other fees are negotiable between the landlord/tenant and will need to be addressed in voluntary or court-stipulated agreements. The EPF can only be used to pay rent/use and occupancy fees and cannot be used to pay for any fines or fees.

If a landlord will not enter into either Voluntary or Court Stipulated Agreement, the tenant may be able to access security deposit and first month’s rent up to \$3,000. These funds are payable directly to a new landlord once a tenant has signed a new lease for a new address. This provision assumes the EPF Review Team has made contact with the landlord to confirm their request of nonparticipation. Once all other programmatic requirements are met, the new landlord will receive the \$3,000 directly. If a

tenant is accessing \$3,000 for security deposit and first month's rent, upon move-out from the unit, the security deposit will be returned to the tenant in accordance with [Section 47a-21](#) of the Connecticut General Statutes. If the tenant's security deposit and first month's rent exceed \$3,000, funds must first be applied to first month's rent and then any remaining funds in excess of the first month's rent will be applied to the security deposit.

## **APPLICATION PROCESS**

1. Tenant receives Summons & Complaint.
2. Tenant calls the Call Center, 1-844-864-8328, to schedule an appointment with the Resource Center.
3. Tenant attends in person or virtual appointment with the Resource Center to complete their application.
4. Tenant's application is reviewed by an EPF Auditor. At this point, the auditor may request additional documents from the tenant via email. Once the application is reviewed, the tenant will receive a Pre-Qualification Letter via email that will indicate the maximum amount of arrearage assistance available to the household. The landlord will receive a notification of the tenant's Pre-Qualification Letter and will be asked to attend a mediation session if they wish to participate in the EPF.
5. Tenant and landlord work with Legal Aid, Housing Court mediators, or Quinnipiac to create a mediation agreement using the information in the Pre-Qualification Letter. The agreement needs to be submitted with 30 days of the application date. A tenant may request an extension of up to 30 days. The final award amount is based upon the total arrearage outlined in the Voluntary or Court-Stipulated Agreement.
6. The tenant (or represented on the tenant's behalf) must submit the Voluntary or Court-Stipulated Agreement to [doh.eviction@ct.gov](mailto:doh.eviction@ct.gov). In addition, the landlord must submit a signed W9 to [doh.eviction@ct.gov](mailto:doh.eviction@ct.gov), which will be used to issue the landlord's check. Both documents are required before the case is reviewed further.
7. Once all documents are submitted, the EPF Supervisor will review the application for final approval and issue the check to the landlord's address listed on the W9. Approval letters will be sent to both the tenant and landlord via email. Once approved, the check may take up to 10-15 business days to arrive at the landlord's address.

## **REQUIRED DOCUMENTATION**

Tenant's required documents include:

1. Government issued photo identification.
2. Receipt of a Summons and Complaint will be verified by the UniteCT EPF staff via the CT Judicial website.
3. Landlord Verification Form
4. Any adult, age 18 and over, will need to submit verification of income. If employed, any adult household member will need to submit the most recent 4 weeks of consecutive paystubs to demonstrate the household's income eligibility. If the tenant is not employed, then 3<sup>rd</sup> party verification of income is needed (i.e. verification of unemployment benefits, Social Security Administration letter, etc.). Any tenant over age 18 who does not have income will need to submit a *Zero Income Attestation*.

5. Mediation agreement or court ordered agreement containing terms required by the Program. Such agreement must be submitted within 30 days of initial application.
  - a. As a condition of receiving rental arrearage assistance, Plaintiff/Landlord is required to waive late fees. All other fees are negotiable between the landlord/tenant and will need to be addressed in voluntary or court-stipulated agreements. The EPF can only be used to pay rent/use and occupancy fees and cannot be used to pay for any fines or fees.
  - b. Landlord and tenant agree that any payments made as part of the agreement are intended to keep the tenant housed in the subject premises. Payments of rental arrearage to the property owner will be contingent on the signing of an agreement whereby the parties intend to re-establish the landlord-tenant relationship, whether by the signing of a lease, the fulfillment of a court-ordered reinstatement or other agreement, or other agreement between the parties. This provision is not applicable to agreements that are intended for the tenant to vacate the current unit.
  - c. Verification of arrears statement must be included in the mediated/court-ordered agreement.
6. The **landlord's** signed W9. A check will be forwarded to the address listed on the W9 unless written documentation with an alternate mailing address is provided.

#### **PAYMENT PROCESS**

Landlords do not need to submit an application

- The check will be sent to the address listed on the landlord's W9.
- Checks will be received within 10-15 business days of application approval.