



Landman Beatty Lawyers wants to keep our clients and the general public informed as to how the Coronavirus, the disease it causes (COVID-19) and the most current government responses to them, may affect our clients, the general public and certain aspects of the Landlord – Tenant relationship in Indiana.

INDIANA EMERGENCY RENTAL ASSISTANCE PROGRAM 2021 (“IERA” PROGRAM)

WHAT IS THE IERA AND WHAT IS THE EFFECT?

The Indiana Housing & Community Development Authority has reopened applications at IndianaHousingNow.org for eligible Indiana tenant households to receive up to twelve (12) months of rental assistance, utility/home emergency assistance, and internet assistance. Landlords are encouraged to review the Indiana Emergency Rental Assistance Policy Manual for more definite terms related to program participation (the “IERA Manual”).

FREQUENTLY ASKED QUESTIONS

1. Can any Indiana tenant apply for the IERA program?

No. Tenants residing in Marion County, Elkhart County, Hamilton County, Lake County, and St. Joseph counties are ineligible for the IERA program and must apply for their local program, along with tenants residing in the City of Fort Wayne.

2. If my tenants already receive rental assistance through programs such as Section 8 Project Based Rental Assistance or Housing Choice Vouchers, are they still eligible for the IERA program?

Yes.

3. Will rental assistance be paid per tenant or per household?

The rental assistance will be paid per household and each applicant must disclose all other occupants.

4. Will the twelve (12) months of rental assistance be paid as a lump sum to the Landlord?

Likely not. Each qualifying household is eligible for up to twelve (12) months of assistance, including previous months (arrears) and future months (forward facing rental assistance). Arrears payments can cover past due rent that accumulated on or after April 2020. If the current rental arrears accrued on or after April 1, 2020 includes an arrearage of twelve (12) months, the full twelve (12) months of assistance may be paid at once.

If the tenant has an arrears of fewer than twelve (12) months, the remainder of eligible rental assistance will be paid in three (3) months intervals as forward-facing rent, and will require the tenant to recertify every three (3) months until the maximum amount of assistance is exhausted.

5. Are late fees included in the rental assistance to be paid? What can the funds NOT be applied to?

Late fees are included may be paid over and above the rental limit. Any remaining balance is the responsibility of the tenant. The IERA funds cannot be used to pay for, including but not limited to: (i) arrearages prior to April 1, 2020; (ii) payment of any penalties, except late fees; (iii) payment of damages, pet deposit, or other fees; and (iv) security deposit assistance. Please see Section 2.2 of the IERA Manual.

6. Will the IERA program pay the rental amount as stated on the lease?

Not always. The maximum monthly rental assistance will not exceed the lesser amount of either the amount specified in the tenant’s lease or HUD’s Fair Market Value determination based on the number of bedrooms in the unit. Please review Section 2.1, Chart 1-A of the IERA Manual.

7. What if I do not wish to participate in the IERA program?

If a landlord declines to participate in the IERA program, payments for rental arrears or future rent may be paid directly to the tenant via a paper check with both the tenant and the landlord listed as a payee.

8. What is a balance remains after the IERA program funds are applied? May I still collect the remaining balance?

The tenant is responsible for paying, in full, any amount of rental arrears or future rental that is NOT covered by IERA assistance. Any remaining balance that is not waived or forgiven by the landlord must be paid by the tenant. The landlord is not required to waive any balance not covered by the IERA program funds.

9. What are the landlord's obligations to participate in the program?

A landlord receiving direct payment of IERA funds must sign an IERA Agreement agreeing to the following:

- I. The landlord will notify IHCDA immediately if*:
 - a. The tenant vacated the premises;
 - b. The landlord receives a rental assistance payment for the tenant from a different program;
 - c. The tenant is offered a payment plan or reduction of the tenant's rental rate by the landlord;
 - d. The tenant's rent increases for any reason;
 - e. The landlord issues a notice of past due rent or an eviction notice AFTER IERA funds have been received and applied to the tenant's account; and/or
 - f. The landlord believes that the tenant has engaged in fraud regarding the application or receipt of IERA funds
- II. Funds received must be applied to the tenant's rent, and not to other fees such as penalties, deposits, or pre-lease fees.
- III. Any overpayment of IERA funds received by the landlord in error must be immediately returned to IHCDA immediately upon request.
- IV. Any payment of IERA funds awarded based on false, fictitious or fraudulent statements, misrepresentations of information or false documentation, or failure to disclose a material fact must be returned to IHCDA immediately upon request.
- V. Any payment of funds made for a time after the tenant has vacated the premises must be returned to IHCDA immediately upon request.
- VI. The landlord will not charge the tenant any additional rent or fees related to their application or participation in the IERA program.

At any time, IHCDA reserves the right to protect and enforce the terms of the IERA Agreement by suit in equity or action of law, for the specific performance, injunction, or any other legal action.

*The obligation to notify IHCDA is required for thirty (30) days after receiving the IERA funds or during any period which the landlord receives IERA assistance.

10. If I agree to accept the IERA funds, can I still pursue an eviction if the tenant fails to comply with other terms of the lease or fails to pay for other lease obligations NOT covered by the IERA funds?

IHCDA encourages the landlord to resolve disputes with the tenant through means other than eviction, when feasible. The landlord may pursue an eviction action, but is required to notify IHCDA if they send a (i) notice of past due rent; or (ii) notice of eviction at any time AFTER IERA funds have been received and applied to the tenant's account.

The obligation to notify IHCDA is required for thirty (30) days after receiving the IERA funds or during any period which the landlord receives IERA assistance.

11. Some tenants do not need rental assistance, only utility assistance. Should I encourage them to apply anyway?

Yes. The applicant is not required to apply for rental assistance to receive assistance with utility arrearages.

12. Our community charges utilities to the tenant's ledger. Would this amount be considered "rental assistance" or "utilities assistance?"

The IERA program will not pay utilities billed to the landlord, unless the utility is sub-metered and the tenant is directly billed by the landlord for their unit's specific utility cost. This utility charge must be separate from rental amount and be the specific utility cost incurred by the tenant. This amount would be considered for utility assistance, separate from rental assistance.

Any flat fee utilities included in the tenant's monthly rent will be considered rent and eligible for rental assistance only.

For additional information and updates please visit our website at www.landmanbeatty.com

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