



**Tellurian Permanent Supportive
Housing –Willy Street**

Handbook for Tenants

August, 2022

Tellurian 5900 Monona Dr. Suite 300, Monona, WI 53716

Phone: 608-405-2963 Fax: 608-285-9122

www.tellurian.org

Mission Statement

Tellurian recognizes that some individuals who struggle with mental illness and substance use may additionally face housing challenges. Tellurian works to provide community outreach, resources, and support to those struggling with homelessness and housing issues by working with the individual's goals for housing. Our Permanent Supportive Housing programs exist to provide permanent and stable housing for people in Dane County *who have a severe and persistent mental illness and are experiencing homelessness.*

Tellurian owns and operates rental housing units on Williamson Street that are often referred to as our Willy St. SRO. SRO stands for single room occupancy and has shared living spaces.

This handbook and the policies detailed within constitute a nonstandard lease addendum for tenants living in units owned by Tellurian.

This handbook is intended to clarify Tellurian's policies, as well as the duties and responsibilities of both Tellurian staff and you. We hope you find this helpful.

Important Numbers:

Emergency:

911

Non-Emergency Police:

608-255-2345

Dane County Crisis:

608-280-2600

Case Manager, Brad:

608-977-0871

Erica Mueller
Tellurian's Equal Opportunity Compliance Officer
5900 Monona Drive #300
Monona, WI 53716
(608) 222-6694

Disability Rights - Wisconsin
1502 W Broadway Avenue
Monona, WI 53713
(608) 267-0214

Housing First Principles:

Tellurian has adopted the Housing First model to best serve our program participants. To align with the United States Interagency Council on Homelessness (USICH), our local Continuum of Care, and as outlined in the Madison/Dane County Written Standards, potential clients may not be denied admittance into the program for the following reasons:

1. Having too little or no income;
2. Active, or history of, substance use or a substance use disorder;
3. Having a criminal record; or
4. History of domestic violence (e.g., lack of a protective order, period of separation from abuser, or law enforcement involvement)

Additionally, clients may not be terminated from the program for the following reasons:

1. Failure to participate in supportive services;
2. Failure to make progress on a service plan;
3. Loss of income or failure to improve income; and
4. Being a victim of domestic violence.

Eligibility

In order to be eligible for Tellurian’s program, participants must have participated in the Madison/Dane County CoC Coordinated Intake Assessment, were recommended for permanent supportive housing placement, and have been selected for permanent supportive housing placement at Tellurian at this time.

Residents must also meet all the following requirements (1-3):

1. Be a single person without dependents.

2. Have a disability. Prior to acceptance into the program, a written documentation must be obtained from a qualified professional (i.e. MD, APRN, LCSW, LPC, MFT) that verifies the following:

This applicant is an adult having a physical, mental or emotional impairment that:

- (a) is expected to be of long-continued and indefinite duration;
AND
- (b) substantially impedes the person’s ability to live independently;
AND
- (c) is such that the person’s ability to live independently could be improved by more suitable housing conditions.

3. Chronically homeless as defined in 24 CFR 578.3;

- (a) An individual who:
 - i. Is homeless and lives in a place not meant for human habitation, a haven, or in an emergency shelter. (A person currently residing at a transitional housing program is NOT considered chronically homeless, even if the person had met the chronic homeless definition prior to entering transitional housing program); **AND**

How do I know I am protected?

Three important federal laws cover most types of housing:

- The Americans with Disabilities Act (ADA) applies to housing funded by the city, county, or state.
- The Rehabilitation Act applies to housing receiving federal funds.
- The Fair Housing Act applies to most housing.

Second Floor Day Room and Office

It is known that this program offering cannot be accessed by residents with some types of disabilities. When this occurs the case manager will meet with that resident within one (1) week of occupancy to identify acceptable adjustments or modifications, if desired, that give the person equal opportunity to use and enjoy the dwelling. A written and signed statement of the agreed upon accommodations will be placed in the residents file with a copy going to the Equal Opportunity Compliance Officer.

What if I have special needs? Landlords might be required to make what is called a reasonable accommodation, or do something slightly out of the ordinary, to meet your needs.

If you would like to discuss the need for a reasonable accommodation or modification based on your disability, please reach out to your case manager. They will communicate with you, anyone on your care team, and the Homeless Service Program Supervisor to make any reasonable accommodations that are within our ability. If you feel that you have been discriminated against, or wish to dispute a “denial of request” please contact:

Courtney Spears
Tellurian’s Homeless Services Program Supervisor
4915 Monona Drive #307
Monona, WI 53716
(608) 405-2963

You must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other tenants. When your care or handling of an assistance animal violates these policies, Tellurian will consider whether the violation can be reduced or eliminated by a reasonable accommodation. If Tellurian determines that no such accommodation can be made, Tellurian may withdraw the approval of the particular assistance animal.

If you violate a lease clause, you may be subject to notice-to-cure actions by the landlord. Repeated violations may result in non-renewal of leases or evictions from housing. **Evictions from housing are subject to termination from the Permanent Supportive Housing program.**

Grievances with Tellurian: As your landlord, Tellurian urges you to be proactive about resolving disputes. Any complaints about staff or appeals of notices to cure, lease non-renewals or lease terminations need to be made in writing to Tellurian's Program Supervisor within 10 days of receipt of any notice. A meeting will be held and the Program Supervisor will make a final decision on any notice.

In the event a dispute cannot be mutually resolved, Tellurian recommends you contact the Tenant Resource Center for assistance with your legal rights as a tenant. The Tenant Resource Center may be reached at 608-257-0006 or www.tenantresourcecenter.org.

Appeals: if you feel that your rights have been violated or if you have any complaints with the program supervisor, these can be handled with Tellurian's Client's Rights Specialist, Allison Maly at 608-204-8489.

Fair housing is your right! You have the right to rent housing, without discrimination, regardless of what type of disability you might have. Our Permanent Supportive Housing program exists to help fight discrimination and was created to be a part of our community's goal to end homelessness.

ii. Has been homeless and living or residing in a place not meant for human habitation, a haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; **AND**

iii. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), posttraumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

(b) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all the criteria in paragraph (1) of this definition [as described in Section I.D.2. (a) of this Notice] before entering that facility.

Moving In

We already received your referral information from Coordinated Entry and confirmed that you are eligible for our program. You've already been given a tour of the unit and had your rental amount calculated. Next you will be assigned a case manager from our team and need to pay your first month's rent and security deposit.

Rent: You, as the leasee are responsible for paying 30% of your adjusted gross income to Tellurian as rent. Our Rental Calculation Policy is explained further on page 9.

Security Deposit: Residents shall pay a one-time amount of their calculated rent as their security deposit. If the resident has a calculated rent that is zero or below \$200, their security deposit will be \$200. Tellurian believes that paying this in full upon entry is wisest for the participant's housing goals. However, the security deposit can be paid in a three month installment plan if approved by the Program Supervisor.

Lease Orientation: After unit acceptance, but prior to occupancy, a Tellurian representative will provide you with a lease orientation. You are required to attend.

Move-In Inspections: The lease requires Tellurian and you to inspect the dwelling unit prior to occupancy in order to document the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by you and Tellurian staff, will be provided to you and Tellurian will keep a copy in your tenant file.

In making the decision to terminate the lease or not to terminate it, Tellurian will consult with your support services and clinical staff. Tellurian will consider all credible evidence, including but not limited to, treatment plans, record of conviction(s), arrest(s), police contact(s), civil ordinance violation (s) and other pertinent factors. Upon consideration of such alternatives and factors, Tellurian may, on a case-by-case basis, choose not to terminate the lease.

Assistance Animals: Assistance animals are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to Tellurian's pet policies.

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be someone with a disability in the household. You must request a reasonable accommodation for the assistance animal. Tellurian will review and approve in accordance with Tellurian policies. You must supply documentation from a clinical service provider stating that ownership and maintenance of the animal will positively aid you with your mental health needs prior to bringing the animal home.

HUD regulations do not affect any authority Tellurian may have to regulate assistance animals under federal, state, and local law. You must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. You must follow all City Ordinances about the care and handling of the assistance animal and immediate disposal of all animal waste.

Your housing arrangement and structure of the family household composition is established by the lease. Therefore, you cannot take in boarders, roommates or permit visitors/guests to reside in your unit in a “doubling-up” type of situation.

Tellurian may prohibit any guest from visiting, temporarily staying, or living in your unit, or on Tellurian owned or rented property, for a stated period of time if the guest:

- has engaged in negative behavior or criminal activity; or
- has engaged in or threatened violent or abusive behavior toward Tellurian staff, contractors, or other tenants.

Tellurian will notify guests that they are prohibited from Tellurian property by issuing a no trespassing notice with you and the guest, if possible.

Former tenants, who have been terminated, are not permitted on Tellurian owned or rented property.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. Guests may not receive mail.

Drug Crime On or Off the Premises: Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. Drug means a controlled substance as defined in section 102 of the Controlled Substances Act.

Drug related criminal activity engaged in, on or off the premises by you, a member of your household, a guest, or any other person under your control is grounds for termination.

Expectations for living in Tellurian housing:

Tellurian has two expectations of you so that we can continue to provide you with housing and so that you can continue to qualify for rental assistance.

-You must pay the rent that is calculated and owed on time and in full.

-You must maintain a healthy and peaceful living environment.

Each of these expectations is explained further in the following pages.

Violation of these expectations may result in termination of your lease and/or termination from participating in the permanent supportive housing program. Termination and appeals are explained later on in this handbook.

1 - You must pay the rent that is calculated and owed on time and in full.

Income is not a requirement for participating in the Permanent Supportive Housing Program. Income that you receive needs to be reported to Tellurian as part of the application and re-certification processes.

You are in this program with assistance from the U.S. Department of Housing and Urban Development. They have a set of requirements for us to provide you with a rent subsidy. The rent amount that you are required to pay primarily depends upon your income and medical expenses. Some of your medical expenses will be eligible to be used for a rent deduction.

When you enter the program, and once a year thereafter, Tellurian will meet with you, if you need and request it, and complete necessary paperwork for you to continue to qualify for the PSH program. At this time, you must provide us with written documentation of income and medical expenses for yourself. Tellurian will calculate your rent amount based on HUD's established criteria. A copy of the form that we use for rent calculation is included in this handbook.

You should pay your portion of the rent by the 5th of the month. This handbook will explain the multiple ways you can pay.

Maintenance and Damage Charges: If Tellurian charges you for maintenance and repair beyond normal wear and tear, Tellurian will specify the reason and cost for the charges. Schedules of special charges for services and repairs are required to be incorporated in the lease and will be explained to you as well. Tellurian will arrange a payment plan for any such charges with you. When applicable, work will be charged based on Tellurian's actual costs of parts and labor.

Guests policies: Since the SRO is a shared living space, there are not allowed to be any overnight guests. Guest visits are restricted to the hours of 8:00 AM-10:00 PM. Overnight guests and/or after hour guests are not allowed for any reason. After hour guests are trespassing and are subject to ticketing.

Dwelling units are specifically for you and the individuals specifically listed on the lease.

No one is allowed in your apartment if you are not home. All guests must be in the company of the Resident they are visiting at all times.

Your apartment (or any common areas) is not a storage facility. You cannot allow others to store their belongings in or around the property. Please do not allow others to store their sleeping bags, backpacks, blankets, boxes, bedding, etc. This is how bed bugs get into our units and they are very expensive to get rid of. You are responsible if this happens! The laundry facilities are only to be used by you! Please be considerate of your neighbors and take pride in your apartment and the surroundings.

If you have difficulties keeping your apartment clean, please ask your case manager and they will show you how to do basic cleaning or connect you with additional resources.

If Tellurian finds that your housekeeping habits pose a health or safety risk, encourage insect or rodent infestation, or cause damage to the unit, this will be considered a lease violation and you will be served with a 5 day notice-to-cure.

A re-inspection will be conducted at the end of the notice-to-cure to confirm that you have complied with correcting the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of your lease.

Continued violations of keeping your unit safe and sanitary, will result in non-renewal or termination of your lease.

What Do I Do If I Need A Repair?

It is very important that you inform Tellurian should any maintenance issues arise with your home as soon as possible. In the event something in your home requires attention (e.g., light switch not working), Please reach out to your case manager, Brad, for any maintenance repairs. He can be reached at (608) 977-0871 or at gbradfield@tellurian.org and will enter a repair request to be completed in a timely manner.

If you have an afterhours maintenance emergency, meaning that safety concerns or property damage will result if not responded to within 24 hours, please call Brad at (608) 977-0871 or Courtney at (608) 405-2963. If there are safety concerns, please immediately call 911.

Tellurian PSH Rental Calculations Policy

Purpose:

Per the United States Department of Housing and Urban Development (HUD), clients will pay no more than 30% of income for rent, after the standard deduction of \$400 annually is subtracted. Additionally, clients may be eligible for utilities and childcare deductions, as well.

Specific actions, timeframes and responsibility need to be established regarding out-of-pocket medical expenses and which are eligible to be considered in order to accurately calculate the amount of a client's rental assistance.

Procedure:

Eligible Deductions

Upon admission into the program, and at least annually thereafter, Tellurian will work with clients to determine their income and the amount of rental assistance for which they are eligible. Clients will be notified sixty (60) days in advance when the annual recertification is due. The goal is to complete the recertification by year's end for the upcoming year. However, as some receipts may not have been received by the client yet, receipts will be accepted until January 31st for the new year's rent calculation.

Tellurian will calculate rent based on HUD's established criteria, taking into consideration all possible deductions, such as medical, utility, and childcare expenses.

Tellurian will need to have proof for all expenses, such as receipts for every purchase that specifically state what was purchased and the cost for each item. This is the responsibility of the client to collect and submit to Tellurian. Ideally, receipts will be submitted along with the annual Social Security notice of income.

Medical Expenses for Rent Calculation Credit: Out-of-pocket medical expenses may qualify for credit for your rent calculation. Tellurian uses the Department of the Treasury Internal Revenue Service, Publication 502, Medical and Dental Expenses to determine which medical expenses are eligible for a rent deduction. Receipts for medical expenses from the previous year will be used to calculate your rent amount each year.

In order for Tellurian to consider your medical expenses, you need to provide Tellurian's Program Supervisor with receipts that you paid from the previous year's expenses. Tellurian will determine whether or not these expenses qualify. Expenses have to exclusively be used for your health benefit in order to be deemed eligible for deduction. Prescription documentation from your medical provider may be required. All of your medical expenses will be reviewed for eligibility. You will be provided with a written explanation as to why something did or did not qualify for an eligible medical deduction towards your rent calculation. If you dispute the Program Supervisor's denial of medical expenses, you may appeal the decision to Tellurian's Client's Rights Specialist. This is detailed on page 20.

If something is listed in Publication 502, Tellurian will deduct that cost from the rent calculation. If an expense is not listed, it will not be deducted from the rent calculation. The Publication 502 can be found at <https://www.irs.gov/pub/irs-pdf/p502.pdf>.

Proof for all medical expenses will be accepted throughout the year, however, they will only be considered at the annual recertification for the upcoming year. Rent calculations are determined based on medical expenses from the previous year. For example, expenses incurred in 2021 will be considered to establish the rent amount for 2022.

Emergency Entries: Tellurian may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, we will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

Notice of Entry Information

Tellurian staff (including maintenance) and emergency personnel reserve the right to enter your room in any situation that could harm residents or cause damage to the property. This includes, but is not limited to the following situations: fire, smoke, water, sewage, flooding, gas, carbon monoxide, heating/cooling (in extreme weather conditions), safety concerns.

You will be given at least 24 hours of notice if Tellurian personnel need to enter your residence for any other maintenance issues. Tenants are required to comply with Tellurian staff regarding pest control when given notice.

Housekeeping: Please keep your unit free of trash and debris. Tellurian considers proper housekeeping and cleanliness important factors in being able to maintain independent living. Tellurian will post a list of expected housekeeping duties on your refrigerator. You are expected to complete these duties, keeping your unit safe and sanitary.

We understand that there are times that you might be working with a specific clinical issue that may result in specific challenges to your living environment. Our policies are designed to help you maintain your independent living.

2 - You must maintain a healthy and peaceful living environment.

All tenants in Tellurian properties are eligible for supportive service programs. As such, we understand that all of our tenants have unique challenges to living independently. Our policies are designed to help you maintain independent living and coexist with neighbors who are also clients in supportive service programs.

Leasing and Inspections: Tellurian's housing leases are the basis of the legal relationship between you and Tellurian. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations. HUD rules also require Tellurian to inspect each dwelling unit prior to move-in, annually during occupancy and at move-out. Tellurian may require additional inspections.

Move-Out Inspections: Tellurian will inspect your unit at the time you vacate the unit. You may participate in the inspection if you wish, unless you vacate without notice to Tellurian. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that of normal wear and tear. Tellurian will provide you a statement of any charges to be made for maintenance and damage beyond normal wear and tear within 21 days of tenant move-out.

Annual Inspections: Tellurian is required to inspect all occupied units annually using HUD's Housing Quality Standards form 9602.

Scheduling of Inspections: Inspections will be conducted during normal business hours. You do not have to be home for Tellurian to conduct its annual inspection. Tellurian will notify you of the inspection with at least 24 hours prior to the inspection. If you need to reschedule, due to a medical situation, you must notify Tellurian at least 24 hours prior to the scheduled inspection or as soon as possible. If the delay was requested because of a medical reason, Tellurian will reschedule, but you must produce verifiable medical documentation. Tellurian will reschedule the inspection only once.

Tellurian will inform the client, in writing, what the rent calculation is for the upcoming year if you have a change in income, you need to inform Tellurian within 10 days so that we may recalculate your rent. Withholding changes in income can result in program termination.

Rent calculation is conducted once a year unless the client has a change in income of at least \$100/month

If a client has such a change, the client must notify Tellurian so that a new rent calculation can be completed. If a client incurs one-time eligible medical expense during the year, the client may choose to discuss this with Tellurian to determine if a rent calculation is necessary. Otherwise, all other eligible medical expenses will be used to determine the next year's rent calculation.

We have multiple options for how to pay rent.

1). The easiest way to pay your rent is by phone:

Call billing at **608-663-2120 option 3**. You will need your name, card number, expiration date, and CVV number. Please tell her what this payment is for by mentioning the month you are paying rent for. If you are paying any extra, explain what it needs counted towards (example: a payment on back-rent owed, or payments that are part of a payment plan you agreed to.)

2). You can also make online payments:

Go to <http://www.tellurian.org/patient-billing-services/>

You will need your name, address, email address, phone number, card number, expiration date, and CVV number. You will also need your chart number, so check your statement or ask your case manager ahead of time.

3). If you prefer to pay by check or money order:

Make the payment out to Tellurian, Inc. and write the month of rent on the memo (example: "July's Rent" if you are paying rent for the month of July). This can be mailed to Tellurian at: **5900 Monona Drive Suite 300 Monona, WI 53716**. Please ask your case manager for a pre-addressed and stamped envelope if you have any concerns on how to do this.

4). **Please do not pay by cash.** It is not safe to carry that high of an amount of cash around and cash cannot be sent through the mail. If you feel strongly that cash is the only option for you to pay rent, please speak to your case manager.

	Income Amount	Income Source
		Total Monthly Income from all sources
(1)	\$ -	Annual Income from all sources
(2)		Income Exclusions, if applicable
(3)	\$ -	Annual Income (all sources minus exclusions)
Calculating Adjusted Income		
Dependent Allowance		
(4)	0	Number of Dependents
(5)	\$ -	Multiply Line 4 by \$480
Child Care Allowance		
(6)	\$ -	Anticipated Unreimbursed Expenses for Care of Children
Disabled Assistance Allowance		
(7)		Disabled Assistance Expenses
(8)	\$ -	Multiply Line 3 by 0.03
(9)	\$ -	Subtract Line 8 from Line 7
(10)		Family Member Earnings which were dependent on the disabled assistance expenses
(11)	\$ -	Lesser of Lines 9 or 10
Medical Expenses/Elderly Family Allowances		
(12)		List Total for Medical Expenses
(13)	\$ -	If Line 9>0, enter amount from Line 12, otherwise add Line 7 and 12 and subtract Line 8.
(14)		Elderly/Disabled Allowance (Enter \$400, if applicable)
Adjusted Income		
(15)	\$ -	Total Income Adjustments (Add Lines 5, 6, 11,13, and 14)
(16)	\$ -	Adjusted Income (Subtract Line 15 from Line 3)
Resident Rent Determination		
(17)	\$ -	30% of Monthly Adjusted Income (Divide Line 16 by 12 and multiply by 0.3)
(18)	\$ -	10% of Monthly Income (Divide Line 3 by 12 and multiply by 0.1)
(19)		Portion of welfare payment designated by the agency to meet the family's housing cost, if applicable.
		Enter the Largest of Lines 17, 18 or 19.
(20)	\$ -	This is the Maximum amount per month that may be charged for resident rent in CoC program.
Determining Resident Rent for Units where Utilities are not included in Rent		
(21)		Utility Allowance (obtain from PHA schedule)
(22)	\$ -	Resident Rent (Subtract Line 21 from Line 20)
(23)	\$ -	Utility Reimbursement (Only if Line 22<0, This is the amount that must be paid to the utility company or the resident as a utility reimbursement.*