

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the housing and community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Certificate and Voucher Programs, are described in and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (HA) staff shall be in compliance with the HA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State, and local Fair Housing Laws and Regulations.

Jurisdiction

The jurisdiction of the HA is the counties of Camden, Laclede, Miller, and Pulaski.

A. MISSION STATEMENT

The Pulaski County PHA's mission is to provide low-income households with opportunities to gain quality housing and to surmount economical, societal, and discriminatory barriers which may prevent this purpose.

B. LOCAL OBJECTIVES

The Section 8 Program is designed to achieve these major objectives:

1. To Provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
2. To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.
3. To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
4. To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low income families.
5. To encourage self-sufficiency of participant families and assist in the expansion of opportunities which address educational, economic and social integration.

In addition, the HA has the following goals for the program:

1. To assist the local economy by increasing the occupancy rate and the amount of money flowing into the community.
2. To encourage self sufficiency of participant families and assist in the expansion of family opportunities.
3. To create positive public awareness and expand the level of family, owner, and community support in accomplishing the HA's mission.
4. To attain and maintain high level of standards and professionalism in day-to-day management of all program components.

C. PURPOSE OF THE PLAN [24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in the Housing Voucher Choice Program.

The HA is responsible for complying with all changes in HUD regulations pertaining to programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency and a copy provided to HUD.

D. ADMINISTRATIVE FEE RESERVE [24 CFR 982.54(d)(22)]

Expenditures from the administrative fee reserve, other than on-going administrative expenses will be approved by the HA Board of Commissioners and made in accordance with the approved budget.

E. RULES AND REGULATIONS [24 CFR 982.54]

This Administrative Plan is set forth to define the HA's local policies for operation of the housing programs in the context of Federal laws and regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD memos, Notices and guidelines, or other applicable law.

F. TERMINOLOGY

The housing Agency of Pulaski County is referred to as "HA" or "Housing Agency" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "Owner" are used interchangeably.

“Disability” is used where “handicap” was formerly used.

“Non-citizens Rule” refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

“HQS” means the Housing Quality Standards required by regulations as enhanced by the HA.

“Failure to Provide” refers to all requirements in the first Family Obligation. See Chapter 15, “Denial or Termination of Assistance”

See Glossary for other terminology.

G. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

It is the policy of the Housing Agency to comply fully with all Federal, State, and local non discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/local information to Voucher holders regarding “discrimination” and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the briefing packet.

Except as otherwise provided in 24 CFR 8.21 (c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA’s facilities are inaccessible to or unusable by persons with disabilities.

The Pulaski County PHA office is accessible to persons with disabilities.

H. ACCOMMODATIONS POLICY [24 CFR 700.245(c)(3)]

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

Persons with Disabilities [24 CFR 982.153(b)(6)]

The HA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services.

I. MANAGEMENT ASSESSMENT OBJECTIVES

The HA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the HA is using its resources in a manner that reflects its commitment to quality and service. The HA policies and practices are consistent with the goals and objectives of the following proposed HUD SEMAP indicators.

1. Selection from the Waiting List.
2. Reasonable Rent
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. FMR/Exception rent and Payment Standards
8. Annual Re-examinations
9. Correct Tenant Rent Calculations
10. Pre-Contract HQS Inspections
11. Annual HQS Inspections
12. Lease-up

J. RECORDS FOR MONITORING HA PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, the HA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the HA's operational procedures objectively and with accuracy.

K. PRIVACY RIGHTS [24 CFR 982.551]

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The HA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Housing Director.

L. FAMILY OUTREACH [24 CFR 982.153(b)(1)]

The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the HA's waiting list is open, the HA will publicize the availability and nature of housing assistance for very low income families through outreach and referral services provided by local MOCA Community Service offices located in each county.

M. OWNER OUTREACH [24 cfr 982.54(d)(5), 982.153(b)(1)]

The HA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The HA maintains a list of interested landlords and a bulletin board of units available for the Section 8 Program. When listings from owners are received, they will be compiled by the HA staff by county.

The Housing Authority will maintain lists of available housing submitted by owners in all areas within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The list of owners will be provided on request and at briefings.

Chapter 2

ELIGIBILITY FOR ADMISSION [24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

This chapter defines both HUD's and the HA's criteria for admission and denial of admission to the program. The policy of this HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the HA.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers for all family members age six and older
- An applicant must be a U.S. Citizen or of Eligible Immigrant Status
- An applicant must sign consent authorization documents.

For the HA's additional criteria for eligibility, see Section E, "Other Criteria for Admission"

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

A. FAMILY COMPOSITION [24 CFR 5.403, 982.201]

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A group of persons may be:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.

Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A single person may be:

- An elderly person
- A displaced person
- A person with disability
- Any "other single" person

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-in Attendants

A family may include a live-in aide provided that such live-in aide:

- Is determined by the HA to be essential to the care and well being of an elderly person, a near elderly person, or a person with disabilities.
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s)

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule requirements.
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live-in aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member or is elderly, near elderly (50-61) or disabled.

At any time, the HA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- (1) The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- (2) The person commits drug-related criminal activity or violent criminal activity; or
- (3) The person currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Certificate/Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.
2. Which family unit retains the children or any disabled or elderly members.
3. Restrictions that were in place at the time the family applied.
4. Role of domestic violence in the split.
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the “displaced due to domestic violence” preference.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children) if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. “51% of the time” is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

B. INCOME LIMITATIONS [24 CFR 928.201, 982.353]

In order to be eligible for assistance, an applicant must be either:

- A very low-income family; or
- A low-income family in any of the following categories:
 - A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of certificate/voucher issuance. Programs include public housing, all Section 8 programs, all Section 23 programs.
 - A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511
 - A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173
 - A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
 - A low-income family residing in a HUD-owned multifamily rental housing project when the project is sold, foreclosed or demolished by HUD. (Certificate Program Only)

To determine if the family is income-eligible, the HA compares the Annual Income of the family to the applicable income limit for the family’s size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Multijurisdictional HA's: The applicable income limit used for initial issuance of a certificate or voucher is the highest income limit with the HA's jurisdiction.

For admission to the program (Initial lease-up), the family must be within the very low income limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving HA in which they want to live.

Participant families who exercise portability, and request or require a change in their form of assistance, must be within the low income limit of the receiving HA if they are to receive the alternate form of assistance.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of the social security numbers is grounds for denial or termination of assistance.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR Part 5, Subpart E]

In order to receive assistance a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members: Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for hearing.

Non-Citizen Students: Defined by HUD in the non-citizen regulations are not eligible for assistance.

Appeals: For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

E. SUITABILITY OF FAMILY [24 CFR 982.202(b)(1)]

The HA will take into consideration any of the criteria for admission in Chapter 15, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as their suitability for tenancy.

The HA will advise families how to file a complaint if they have been discriminated against by an owner. The HA will advise the family to make a Fair Housing complaint. The HA could also report the owner to HUD (Fair Housing/ Equal Opportunity) or the local Fair Housing Organization.

F. TENANT SCREENING

The Housing Agency determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. This check will be made through State and local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Housing Department may contact law enforcement agencies where the individual lived or request a check through the FBI's National Crime Information Center (NCIC).

The Housing Agency will screen all adult applicants through the Lindsey Tenant PI software system. This network allows us to determine if applicants who apply received Public Housing Assistance prior to their application for services in our area. The system will provide us with information as to whether or not the family left in favorable or unfavorable standing. If it is determined unfavorable, the application will be denied. If the tenant family owes the prior housing agency money, they will be required to settle with that agency before future assistance will be considered.

The Housing Agency will deny assistance to a family because of drug related criminal activity or violent criminal activity by family members.

The Housing Agency will check with the Department of Justice or the Missouri State Highway Patrol Sex Offender Web Site sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

F. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between placement on the waiting list and issuance of a certificate or voucher may affect the family's eligibility or Total Tenant Payment. For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

G. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status/ See chapter 19, “Complaints and Appeals” for additional information about reviews and hearing.

Chapter 3

APPLYING FOR ADMISSION

[24 CFR 982.204]

INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit the HA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any of the HA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

B. OPENING/CLOSING OF THE APPLICATION TAKING [24 CFR 982.206, 982.54(d)(1)]

The HA will utilize the following procedures for opening the waiting list.

When the HA opens the waiting list, the HA will advertise through public notice in local newspapers and media entities.

The notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HA address and telephone number, how to submit an application, information on eligibility requirements.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provided inaccurate or untimely information about the closing date.

Closing the Waiting List

The HA may stop applications if there are enough applicants to fill anticipated openings for the next 24 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 24 months. The HA will give at least three days' notice prior to closing the list. When the period for accepting applications is over the HA will add the new applicants to the list by:

Separating the new applicants into groups based on date and time of application.

Limits on Who May Apply

When the waiting list is open,

Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

When the application is submitted to the HA:

It establishes the family's date and time of the application for placement order on the waiting list.

C. "INITIAL" APPLICATION PROCEDURES [24 CFR 982.204(b)]

The Ha will utilize a preliminary application form (pre-application). The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant.

The purpose of the preapplication is to permit the HA to preliminary assess family eligibility or ineligibility and to determine placement on the waiting list. The Preapplication will contain questions designed to obtain the following information:

- Names of adult members and age of all members
- Sex and relationship of all members
- Street address and phone numbers
- Amount(s) and source(s) of income received by household members
- Information regarding disabilities to determine qualifications for allowances and deductions
- Information related to qualification for preferences
- Social Security Numbers
- Race/ethnicity

- Citizenship/eligible immigration status
- Arrests/Convictions

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Ineligible families will not be placed on the waiting list.

Preapplications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

D. APPLICANT STATUS WHILE ON THE WAITING LIST [CFR 982.204]

Applicants are required to inform the HA of changes in address. Applicants are also required to respond to requests from the HA to update information on their application and to determine their interest in assistance.

If the family is determined to be ineligible based on the information provided in the preapplication. The HA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

E. TIME OF SELECTION [24 CFR 982.204, 5.410]

When funding is available, families will be selected from the waiting list in date and time order, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the HA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

F. COMPLETION OF A FULL APPLICATION

When the HA is ready to select applicants, applicants will be required to:

Participate in an interview with an HA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The applicant will certify that all information is complete and accurate.

Requirement to Attend Interview

The HA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HA services or programs which may be available.

The head of household is required to attend the interview.

It is the applicant's responsibility to reschedule the interview if she/he misses the appointment. If the applicant does not reschedule or misses three scheduled meetings, the HA will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than five business days from the original appointment date.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

All adult members must sign the HUD form 9886, Release of Information, the declarations and consents related to citizenship/immigration status and any other documents required by the HA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information. The family will be given 10 days to supply the information.

G. VERIFICATION [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in Chapter seven. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of Voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY [24 CFR 982.201]

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the family is determined to be eligible, they will be required to attend an orientation and briefing on the housing program.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST [24 CFR Part 5, subpart D; 982.54 (d) (1); 982.204, 982.205, 982.206]

INTRODUCTION

It is the HA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST [24 CFR 982.204]

Except for Special Admissions, applicants will be selected from the HA waiting list in accordance with policies and preferences defined in this Administrative Plan.

The HA will maintain information that permits proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

- Applicant Name
- Family Unit Size (number of bedrooms family qualifies for under HA subsidy standards)
- Date and Time of Application
- Racial or ethnic designation of the head of household

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.
2. All applicants will be maintained in date and time order.
3. All applicants must meet "Very Low Income" eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

B. WAITING LIST PREFERENCES [24 CFR 982.207]

The HA will not apply a system of preferences. Applications will be ordered by the date and time they are received by the HA.

C. EXCEPTIONS FOR SPECIAL ADMISSIONS [24 CFR 982.203, 982.54(d) (3)]

If HUD awards an HA program funding that is targeted for specifically named families, the HA will admit these families under a Special Admissions procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. They are not counted in the limit on non-federal preference admissions. The HA maintains separate record of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project;
2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
3. for housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
5. A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

D. TARGETED FUNDING [24 CFR 982.203]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

The HA currently has no “Targeted” Programs:

E. ORDER OF SELECTION [24 CFR 5.415, 982.207(e)]

The order of selection is based on the date and time of application.

F. Purging the Waiting List

The Housing Agency will update and purge its waiting list as needed to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Department to update the information regarding address, family composition, and income category.

G. Removal of Applicants from the Waiting List

The Housing Agency will not withdraw an applicant's name from the waiting list unless:

1. The applicant requests in writing that his/her name be removed;
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
3. The Housing Department has made reasonable efforts to contact the applicant to update the waiting list, but has been unsuccessful. Correspondence (or other methods designated by an applicant with a disability) sent by first class mail to the latest address that is returned by the Post Office will constitute documentation of reasonable effort to contact the applicant.

H. Grounds for Denial

The Housing Department is not required or obligated to assist applicants who:

1. Do not meet any one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process or provide false, inaccurate or incomplete information;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Fail to complete any aspect of the application or lease up process;
5. Currently owe rent or other amounts to any housing authority or privately-owned HUD-subsidized property in connection with their public or Section 8 programs;
6. Have a family household member who has been terminated for cause under the voucher program during the last two years;
7. Have committed fraud, bribery or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from. Applicants will be denied admission if convicted of a felony for fraud, bribery or corruption within the previous two-year period;
8. Have a history of disturbing neighbors or destruction of property;
9. Have a history of criminal activity by any household member involving crimes in physical violence against person or property and any other criminal activity, including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property.
10. Were evicted from federally assisted housing because of drug-related criminal activity involving the personal use or possession for personal use of a controlled substance. These applicants may not be admitted for three years from the date of eviction. The Housing Department may waive this requirement if the person who engaged in the drug-related activity:

1. Has successfully completed a supervised drug or alcohol rehabilitation program; or
2. Is no longer a member of the household.

K. Were evicted from federally assisted housing because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

L. Have engaged in threatening or abusive behavior towards any Housing Agency staff or residents;

M. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) on the premises of federally assisted property;

N. Denied for Life: If any family member is currently required or has ever been required to register under a State sex offender registration program.

I. Notification of Negative Actions

Any applicants with mitigating circumstances will be notified by the Housing Agency, in writing that they have ten (10) business days from the date of the written correspondence to provide supporting documentation that the adverse action has been satisfied. If the applicant fails to respond within the timeframe specified, the Housing Agency will remove the applicant's name from the waiting list. Reasonable accommodations will be made if the applicant's failure to respond is due to a disability. The applicant will be reinstated based on the Housing Department verifying the disability.

Chapter 5

SUBSIDY STANDARDS

[24 CFR 982.54 (d) (9)]

INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination Voucher bedroom size, and that such standards provide for minimum commitment of subsidy while avoiding overcrowding. The standards used for the Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the voucher size for various sized families when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

A. DETERMINING VOUCHER SIZE [24 CFR 982.402]

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The HA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the HA assigns one bedroom to two people within the following guidelines:

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children less than five years of age).

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendants' family.

Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

Single person families shall be allocated one bedroom.

	Voucher Size Persons in Household	Persons in Household
	(Minimum #)	(Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. EXCEPTIONS TO SUBSIDY STANDARDS [24 CFR 982.403(a) (b)]

The HA shall grant exceptions from the subsidy standards if the family requests and the HA determines the exceptions are justified by the relationship, age, sex, health, or disability of family members, or other individual circumstances.

The HA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live in attendant.

If the HA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size so that the family is not penalized.

Requests based on health related reasons must be verified by a doctor or medical professional/ and/or social service professional.

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the HA subsidy standards. If an applicant requires a change in the voucher size, the above reference guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within ten calendar days. The above referenced guidelines will apply.

Under housed and Over housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small) the HA will issue a new voucher and assist the family in locating a suitable unit.

C. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Voucher. There are three criteria to consider:

1. Subsidy Limitation: HA will apply the FMR or Payment Standard for the smaller of (1) the bedroom size shown on the Voucher or (2) the size of the actual unit selected by the family.
2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.
3. Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

	Maximum # of <u>in Household</u>
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

[24 CFR Part 5, Subparts E and F, 982.153, 982.317, 982.551]

INTRODUCTION

The HA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretations. The HA's policies in this Chapter address those areas which allow the HA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES [24 CFR 5.609]

Income: Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income: is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from Annual Income:

1. Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.
3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

4. Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment
5. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

“Minimum Rent” and Minimum Family Contribution

Minimum family contribution in the voucher program is \$50.00.

B. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

[24 CFR 982.54(d) (10), 982.551]

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HA must count the income of the Spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HA will evaluate absences from the unit using this policy.

Absence of Any Member

Any member of the household will be considered permanently absent if she/he is away from the unit for two consecutive months or 60 days in a 12 month period except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA’s “Absence of Entire Family” policy.

Absence Due to Full-time Student Status

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in the total household income, the member will not be included on the lease, and that member will not be included for determination of Voucher size.

Absence due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days, she/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if she/he is incarcerated for 30 consecutive days or 30 days in a twelve month period.

Absence of Children due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than three months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the HA's subsidy standards.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate assistance in accordance with appropriate termination procedures contained in this plan.

Families are required both to notify the HA before they move out of a unit and to give the HA information about any family absence from the unit.

Families must notify the HA if they are going to be absent from the unit for more than 30 consecutive days.

If the entire family is absent from the assisted unit for more than 60 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

HUD regulations require the HA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the post office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 30 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 30 day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, the HA will state in writing that the transfer of the voucher is for that limited time or as long as they have custody of the children. The HA will use discretion as deemed appropriate in determining any further assignment of the Voucher on behalf of the children.

When the HA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 2 months, the person will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than 30 consecutive days without HA approval, or a total of 60 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof the individual will be considered an unauthorized member of the household and the HA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 60 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and HA

Reporting changes in household composition to the HA is both a HUD and an HA requirement.

The family obligations require the family to request HA approval to add any other family member is an occupant of the unit and to inform the HA of the birth, adoption, or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

If the family does not obtain prior written approval from the HA, any person the family has permitted to move in will be considered an unauthorized household member.

Families are required to report any additions to the household in writing to the HA within ten calendar days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

Reporting Absences to the HA

Reporting changes in household composition is both a HUD and an HA requirement.

If a family member leaves the household, the family must report this change to the HA, in writing, within ten calendar days of the change and certify as to whether the member is temporarily absent or permanently absent.

The HA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

C. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HA may:

1. Average known sources of income that vary to compute an annual income, or
2. Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received in the previous year will be used.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

D. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 30 days. When a family claims zero income the staff will use the following procedures:

1. Head or co-head of household must complete a zero questionnaire form that captures all income and/or monies received by all members of the household. This form will inquire as to how the family is currently covering living expenses such as utilities, food, and clothing, etc.
2. Review the family information to evaluate possible participation in publicly funded programs such as TANF.
3. Pose questions to the family intended to probe for unreported income and to clarify any discrepancies.

E. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

[24 CFR 982.54(d) (10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

1. Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.
2. Include the income and deductions of the member if his/her income goes to a family member.

F. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every three months or more frequently will be considered a “regular” contribution or gift, unless the amount is less than \$1,000 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, “Verification Procedures”, for further definition.)

If the family’s expenses exceed its known income, the HA will question the family about contributions and gifts.

G. ALIMONY AND CHILD SUPPORT [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The HA will accept as verification that the family is receiving an amount less than the award of:

The HA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

H. LUMP-SUM RECEIPTS [24 CFR 5.609]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump-sum receipt:

The HA uses a calculation method which calculates retroactively.

Retroactive Calculation Methodology

1. The HA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
2. The HA will determine the amount of income for each certification period, including the lump-sum, and to recalculate the tenant rent for each certification period to determine the amount due to the HA.

At the HA's option, the HA may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family’s attorney fees may be deducted from lump-sum payments when computing annual income if the attorney’s efforts have recovered a lump-sum compensation and the recovery paid to the family does not include an addition amount in full satisfaction of the attorney fees.

I. CONTRIBUTIONS TO RETIREMENT FUNDS-ASSETS [24 CFR 5.603(d)]

Contributions to company retirement/pension funds are handled as followed:

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
2. After retirement or termination of employment, count any amount the employee elects to receive as a lump-sum.

J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(d) (3)]

The HA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The HA’s minimum threshold for counting assets disposed of for less than Fair Market value is \$1,000. If the total value of assets disposed of within a one-year period is less than \$1,000, they will not be considered an asset.

K. CHILD CARE EXPENSES [24 CFR 5.603]

Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

L. MEDICAL EXPENSES [24 CFR 5.609(a) (2), 5.603]

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

M. PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES [24 CFR 5.520]

Applicability

Proration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

“Mixed” families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, “Recertifications.”) Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

N. REDUCTION IN BENEFITS

If the family’s benefits, such as social security, SSI, or TANF, are reduced through no fault of the family, the HA will use the net amount of the benefit.

If the family’s benefits were reduced due to family error, omission, or misrepresentations, the HA will use the gross amount of the benefit.

O. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS
[24 CFR 982.153, 982.517]

The HA will maintain an up-to-date utility allowance schedule.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family’s actual energy consumption.

An allowance for tenant-paying air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners. A tenant-paid air conditioning allowance will be provided through out our jurisdiction.

The HA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a 60 month period.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the utility company specified by the tenant.

CHAPTER 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 982.516]

INTRODUCTION

HUD regulations require Pulaski County PHA to verify the factors of eligibility and Total Tenant Payment/Family Share. Applicants and program participants must provide true and complete information to HA's whenever information is requested. The HA's verification requirements are designed to maintain program integrity. This Chapter explains the HA's procedures and standards for verification of the preferences, income, assets, allowable deductions, family status, and changes in family composition. The HA will obtain proper authorization from the family before requesting information from independent sources.

The HA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was not obtained as well as the manner in which the eligibility factors were verified.

A. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]

The HA will verify information through five methods of verification according to the hierarchy listed below:

1. Up Front Income Verification (UIV)
2. Third-Party Written Verification
3. Third-Party Oral Verification
4. Review of Documents
5. Certification/Self-Declaration

The HA will allow up to two (2) weeks for return of third-party verifications and up to one (1) additional week to obtain other types of verifications before going to the next method. The HA will document the file as to how the information was verified including an explanation for the method utilized if other than a written third party verification.

For applicants, verifications must be received 60 days prior to the issuance of a voucher. For participants, they will be valid for 60 consecutive days from date of receipt.

Up-Front Income Verification

The HA will utilize up-front income verification methods, including TASS and the Work Number, whenever possible as well as any other UIV that might become available to HA. When HUD announces the availability of the UIV system for HA, additional UIV tools will be used. (Including a centralized computer matching system.)

Third-party verification may continue to be used to complement up-front income verification.

UIV may be used in lieu of 3rd party verifications when there is not a substantial difference between UIV and tenant-reported income. HUD defines substantial difference as \$200 or more per month.

- If the income reflected on the UIV verification is less than that reflected on the tenant-provided documentation, the HA will use tenant-provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the UIV verification must not be more than 60 days old.
- If the income reflected on the UIV verification is greater than current tenant provided documentation, the HA will use UIV income data to calculate anticipated annual income as long as the difference is within the above mentioned \$200 threshold; unless the tenant provides documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.) The tenant supplied documents must not be more than 60 days old.

In cases where UIV data is substantially different than tenant-reported income, the HA will follow the following guidelines:

- The PHA will utilize written third party verification to verify the information
- When the HA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud, the HA will review historical income data for patterns of employment, paid benefits, and/or receipt of other income to anticipate income.
- The HA will analyze all data (UIV data, third party verification and other documents; information provided by the family) and attempt to resolve the income discrepancy.
- The HA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

If the HA is unable to anticipate annual income using current information due to historical fluctuations in income, the HA may average amounts received/earned to anticipate annual income.

If the tenant disputes UIV, SS/SSI benefit data, the HA will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

Third-Party Written Verification

Third-Party verification is used to verify information directly with the income source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the income source are considered third party written verifications. Verifications hand carried by clients will not be considered third party verifications unless the verification is from a government agency.

The HA will accept verifications in the form of computerized print outs delivered by the family from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts

Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is delayed or not possible. When third-party verbal verification is used, staff will be required to complete the Verbal Verification Log, noting with whom they spoke, the date of the conversation, and the facts provided. If verbal verification is utilized the HA must originate the call.

Review of Documents

In the event that third-party written or verbal verification is unavailable, or the information has not been verified by the third party within two (2) weeks, the HA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed.

The HA will accept the following documents from the family provided that the document is an original and does not appear to be tampered or altered.

- Printed Wage Stubs
- Computer Print-outs from employer
- Letters signed by the employer or other appropriate party (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

The HA will accept faxed and photocopied documents when received directly from the generating source.

If third-party written verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

The HA will not delay the processing of an application beyond two (2) weeks because a third party information provider does not return the verification in a timely manner.

Self-Certification/ Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification requires a notarized and witnessed statement/affidavit/certification under penalty of perjury.

B. RELEASE OF INFORMATION [24 CFR 5.230]

Adult family members will be required to sign the form HUD 9886 Release of Information/ Privacy Act form. In addition, all adult family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Refusal to cooperate with the prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the HA or HUD.

C. ITEMS TO BE VERIFIED [24 CFR 982.516]

All income not specifically excluded by the regulations

Zero-income status of household.

Full-time student's status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in the preceding two years.

Childcare expenses when it allows an adult family member to be employed, to actively seek employment, or to further his/her education.

Medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an **adult** family member to be employed.

Disability for determination of preferences, allowances or deductions.

U.S. citizenship/eligible immigrant status

Social Security Numbers for all family members 6 years of age or older who have been issued a social security number.

“Preference” status, as applicable

Marital Status when needed for head or spouse definition

Verification of Reduction in Benefits for Noncompliance:

Before granting a family's request for rent reduction because of a decrease in benefits, the HA will obtain written verification from the Welfare Agency stating that the family's benefits were not reduced because of fraud or non-compliance with an economic self-sufficiency requirement.

D. VERIFICATION OF INCOME [24 CFR 982.516]

This section defines the methods the HA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

- Dates of Employment
- Amount and Frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- Annual earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification in addition to UIV include:

- Employment verification form completed by the employer.
- Check Stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
- W-2 forms plus income tax return forms.
- Income tax returns signed by the family may be used for verifying self employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income, IRS Form 8121. In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements. Confirmation may be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification in addition to UIV include:

- Benefit verification form completed by agency providing the benefits

- Award or benefit notification letters prepared and signed by the providing agency.
- Computer report electronically obtained or in hard copy.

Unemployment Compensation

Acceptable methods of verification in addition to UIV include:

- Verification form completed by the unemployment compensation agency.
- Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts
- Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification in addition to UIV include:

- The HA verification form completed by payment provider.
- Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- Computer-generated Notice of Action.
- Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification in addition to UIV include:

- Copy of separation or settlement agreement or a divorce decree stating amounts and types of support and payment schedules.
- A notarized letter from the person paying the support.
- Copy of latest check and/or payment stubs from Court Trustee. The HA must record the date, amount, and number of the check.
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules.
- A statement from agency responsible for enforcing payments to show that the family has filed for enforcement.

- A notarized affidavit from the family indicating the amount(s) received.
- A welfare notice of action showing amounts received by the welfare agency for child support.
- A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the HA will review IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income). Note: If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
- Audited or un-audited financial statement(s) of the business.
- Credit report or loan application.
- Documents such as manifests, appointment books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a day care business which may or may not be licensed, the HA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

The HA may conduct interim reevaluations every 120 days and require the participant to provide a log with the information about customers and income.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

If the child care business provides day care services for the State of Missouri, a third party income verification will be sent to the family support division.

Recurring Gifts

The family must furnish a self-certification, which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. The PHA will request information from the Missouri Department of Revenue. Families claiming to have no income will have to certify to this status at least quarterly when notified by the HA.

Full-time Student Status

Only the first \$480 of the earned income of fulltime students, other than head, co-head, or spouse, will be included towards family income. Financial Aid, Scholarships, and Grants received by full time students are not family income.

Verification of full time student status includes:

- Written verification from the registrar's office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

E. INCOME FROM ASSETS [24 CFR 982.516]

Savings Account Interest Income and Dividends

Acceptable methods of verification include:

- Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution
- Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification

- IRS Form 1099 from the financial institution provided that the HA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include:

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

Net Rental Income from Property Owned by Family

Acceptable methods of verification include:

- IRS Form 1040 with Schedule E (Rental Income)
- Copies of latest rent receipts, leases, or other documentation of rent amounts.
- Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

F. VERIFICATION OF ASSETS

Family Assets

The HA will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash.)

Acceptable verification may include any of the following:

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real Estate taxes statements if the approximate current market value can be deducted from assessment.
- Financial statements for business assets

- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all certifications and re-certifications, HA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

[24 CFR 982.516]

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, she/he must provide a statement of the amount they charge and receive from the family for their services. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Child care expenses are deducted only to the extent that they are not reimbursed and reflect a reasonable charge; and are paid for the care of children under the age of 13.

As stated elsewhere in this document, child care is allowable for the following reasons:

Child-Care to Work

The maximum child-care allowed will be based on the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child-Care for School

The HA will compare the number of hours the family member is attending school relative to the number of child care hours to determine the number of child care hours that will be included in the rent calculation.

Rate of Expense

The HA will survey the local day care providers in the area/community to determine a reasonableness standard. The determination will be made only on a reasonable HOURLY rate. The reasonable rate will be determined based upon the type of care chosen by the family, i.e., center-based or in-home care; State provided care or private care.

Actively Seek Employment

The HA will obtain evidence that the individual is fulfilling welfare-to-work requirements or the requirements for receiving unemployment compensation; or is otherwise actively seeking employment. Written verification from a local or state government agency that oversees work-related activities will be accepted.

If third party verification is not possible, the HA will review documents provided by the family and/or a notarized statement from the family member attesting to his or her efforts to find employment.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. One or more of the methods listed below will verify all expense claims:

- Written verification by a doctor, hospital or clinic personnel, dentist, or Pharmacist of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
- For Attendant care:
 - o The HA will require Certification from a qualified professional having knowledge of the person's need for an attendant and who can verify the attendant is necessary as a medical expense.
 - o Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months

- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. The HA may use this approach for “general medical expenses” such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, non recurring expenses from the previous year.
- The HA will use mileage at the agency rate, or IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to persons with Disabilities [24 CFR 5.611 (c)]

In all cases-

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family’s certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

- Attendant Care:

Attendant’s written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

- Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

H. VERIFYING NON-FINANCIAL FACTORS [24 CFR 982.153 (b) (15)]

Verification of Legal Identity and Familial Relationships

The HA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. Military discharge (DD214)
- U.S. Passport
- Voter's registration
- Company/agency Identification Card
- Government issued Identification Card
- Verification of guardianship is:
 - Court-ordered assignment
 - Affidavit of parent
 - Verification from social services agency

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID
- School records

If none of these documents can be provided, a third party who knows the person may, at the HA's discretion, provide certificate to be used as verification.

Verification of Marital Status (when necessary to determine custody of children)

- Verification of divorce status will be certified copy of the divorce decree, signed by a Court Officer
- Verification of a separation may be a copy of court-ordered maintenance or other records.
- Verification of marriage status is a marriage certificate.

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

- Divorce Decree
- Legal separation agreement
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
- If no other proof can be provided, the HA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

I. VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

[24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to declare their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA informal review is pending.

Citizens or Nationals of the United States

All applicants and participants are required to sign a declaration under penalty of perjury. The HA will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:

- United States birth certificate
- United States Passport
- Resident alien/registration card
- Social Security card
- Other appropriate documentation as determined by the HA

Eligible Immigrants who were Participants and 62 or over on June 19, 1995

Eligible Immigrants who were Participants and 62 or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

Non-Citizens with Eligible Immigration Status

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copies front and back and returned to the family. The HA verifies the status through INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.

Ineligible family members

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-Citizen students on student visas

Non-citizen students on a student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination at the time of initial

application. The HA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family. The HA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial HA does not supply the documents, the HA must conduct the determination.

Extensions of Time to Provide Documents

The HA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes or published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified. A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

J. VERIFICATION OF SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Social Security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- A driver's license
- Identification card issued by a federal, state or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs

- Bank statements
- IRS form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
- Verification of benefits or Social Security Number from Social Security Administration.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

INTRODUCTION

The HA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the HA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d) (2)]

When funding is available, the HA will issue Vouchers to applicants whose eligibility has been determined. The issuance of Vouchers must be within the dollar limitation set by the ACC budget.

The number of Vouchers issued must ensure the HA stays as close as possible to the 100 percent lease-up. The HA performs a monthly calculation to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the HA can over-issue (issue more Vouchers than the budget allows).

The HA may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers which are over-issued must be honored. If the HA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in group and individual meetings.

The purpose of the briefing is to explain the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The HA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend scheduled briefings, without prior notification and approval of the HA, may be denied admission based on failure to supply information needed for certification. If the family misses a scheduled briefing and provides a legitimate excuse, the family will be given the opportunity to re-schedule the briefing. If after three attempts the individual has not attended a briefing they will be terminated. The HA will conduct individual briefings for families with disabilities from their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet [24 CFR 982.301(b)]

The documents and information provided in the briefing packets for the Voucher program will comply with all HUD requirements.

The family is provided with the following information and materials:

- The term of the voucher, and the HA policy for requesting extensions to the term of the voucher or suspensions of the voucher.
- A description of the method used to calculate the housing assistance payment, information on the utility allowances, and Payment Standards.
- How the maximum allowable rent is determined.
- Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition of a unit, whether the rent is reasonable, cost of tenant-paid utilities, and energy efficiency of the unit.
- The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.
- The model lease and HUD lease addendum.
- The Request for Lease Approval form, and a description of the procedure for requesting approval for a unit.
- The HA policy on providing information about families to prospective owners.
- The Subsidy Standards including how the voucher size relates to the unit size selected.
- The HUD brochure on how to select a unit “A Good Place to Live”
- The HUD brochure on lead-based paint.

- Information on federal, state, and local equal opportunity laws and a copy of the housing discrimination complaint form.
- A list of landlords or other parties willing to lease to assisted families or help in search.
- If the family includes a person with disabilities, notice that the HA will provide assistance in locating accessible units.
- The family Obligations under the program.
- The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act
- HA informal hearing procedures including when the HA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

Other Information to be Provided at the Briefing [24 CFR 982.301(a)]

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the HA, and the HA and the owner.

The briefing presentation emphasizes:

- Family and owner responsibilities
- Where a family may lease a unit inside and outside its jurisdiction
- How portability works for families eligible to exercise portability

If the family includes a person with disabilities, the HA will ensure compliance with CFR 8.6 to ensure effective communication.

D. TERM OF VOUCHER [24 CFR 982.303, 982.54(d) (11)]

During the briefing session, each household will be issued a Voucher which represents a contractual agreement between the HA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract becomes effective.

Expirations

The Voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Lease Approval and Lease within the sixty-day period unless an extension has been granted by the HA.

Only one RFTA may be submitted and in process by the HA at a time.

If the Voucher has expired, and has not been extended by the HA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Lease Approval is received, the HA will deduct the number of days required to process the request from the 60 day term of the voucher.

Extensions

Extensions are permissible at the discretion of the HA up to a maximum of 120 days, primarily for these reasons:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty-day period.
- The HA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the HA, throughout the initial sixty-day period.
- The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the HA office to request assistance. Voucher holders will be notified at their briefing session that the HA periodically updates the listing of available units and how the updated list may be obtained.

The HA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

C. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

Leases Effective Prior to October 2, 1995

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

- ~~Under the Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed Total Tenant Payment or \$50.00, whichever is greater, for non-lease-in-place families.~~

- For the Voucher Program, the owner, at his/her discretion, could have collected a Security Deposit in amount not to exceed (HA policy):
 - The greater of 30% of adjusted monthly income or \$50 for non-lease-in-place families
 - The amount charged to unassisted tenants [up to a maximum of (amount not to exceed one months rent)] (Rent to Owner) (may not exceed the maximum allowed under state or local law.)
 - The greater of 30% of adjusted monthly income or [amount].
 - Other [state policy]

Leases Effective on or after October 2, 1995

- Security deposits charged to families may be any amount the owner wishes to charge.
- Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by state or local law.)
- Security deposits charged by owners may be any amount the owner wishes to charge (but not more than the maximum prescribed by State or local law)

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

E. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children.
- Which family member was the head of household when the Voucher was initially issued (listed on the initial application)
- The composition of the new family units and which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members remain in the unit.

- Recommendations of social service professionals.

Documentation of these factors will be responsibility of the requesting parties.

If documentation is not provided, the HA will terminate assistance on the basis of failure to provide information necessary for recertification.

Where the breakup of the family also results in a reduction of the size of the Certificate, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized certificate.

F. REMAINING MEMBER OF TENANT FAMILY- RETENTION OF VOUCHER

[24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the HA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family.

A reduction in family size may require a reduction in the voucher size.

REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

INTRODUCTION [24 CFR 982.305(a)]

The HA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The HA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This Chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Lease Approval (RFLA).

A. REQUEST FOR TENANCY APPROVAL [24 CFR 982.305(b)]

The Request for Tenancy Approval (RFTA) and a copy of the proposed Lease must be submitted by the family during the term of the voucher.

The Request for Lease Approval must be signed by both the owner and Voucher holder.

The HA will not permit the family to submit more than one RFLA at a time.

The HA will review the proposed lease and the Request for Lease Approval documents to determine whether or not they are approvable.

The Request will be approved if:

- The unit is an eligible type of housing.
- The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
- The rent is reasonable and approvable (see Section G)
- The Security Deposit is approvable in accordance with any limitations in this plan.
- The proposed lease complies with HUD and HA requirements (See Section C)
- The owner is approvable, and there is no conflicts of interest (See Section I)

Disapproval of RFTA

If the HA determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The HA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given ten calendar days to submit an approvable RFLA from the date of disapproval.

When, for any reason, and RFLA is not approved, the HA will furnish another RFLA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353, 982.54(d) (15)]

The HA will approve of any of the following types of housing in the Voucher programs:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
- Manufactured homes where the tenant owns the mobile home and leases the pad.
- Group Homes
- Congregate facilities (only the shelter rent is assisted)
- Single room Occupancy
- Units owned (but not subsidized) by the HA (following HUD-prescribed requirements)

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development. Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grand child, sister or brother of any family member. The HA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

The HA may not permit a Voucher holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW [24 CFR 982.308]

The HA will review the lease, particularly noting the approvability of optional charges and compliance with regulations. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Lease Approval.

Owners may either submit their own lease or permit the HA to furnish the lease. In cases where the owner's lease is used, the HUD lease addendum must be attached and executed.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher, or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HA is not liable under the lease for unpaid charges for items covered by separate agreements and non payment of those agreements cannot be cause for eviction.

If the Family and owner have come to a written agreement on the amount of allowable charges for a specific item, as long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approval by the HA. If agreements are entered into a later date, they must be approved by the HA and attached to the lease.

E. INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]

See Chapter 10, "Housing Quality Standards and Inspections."

F. RENT LIMITATIONS [24 CFR 982.503]

For the Voucher program, the HA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

G. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the HA will negotiate with the owner to reduce the rent to a reasonable rent.

If the rent can be approved by the rent reduction, the HA will continue processing the Request for Tenancy Approval and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Tenancy Approval must be submitted by the owner.

If the owner does not agree on the Contract Rent after the HA has tried and failed to negotiate a revised rent, the HA will inform the family and owner that the lease is disapproved.

H. INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54 (d) (7)]

In accordance with HUD requirements, the HA will furnish prospective owners with the family's current address as shown in the HA's records and, if known to the HA, the name and address of the landlord at the family's current and prior address.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

A statement of the HA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

I. OWNER DISAPPROVAL [24 CFR 982.306]

For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

- HUD or other agency directly related has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violated of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 14371f)
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract at admission, the information will be verified and the TTP will be recalculated. If the family does not report any change, the HA need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 days old.

K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

The HA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and the HA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. The HA will retain a copy of all signed documents.

The HA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The following HA representative(s) is/are authorized to execute a contract on behalf of the HA: Director.

Owners must provide an Employer Identification Number or Social Security Number.

L. CHANGE IN OWNERSHIP

The Housing Agency requires a written request to make changes regarding who is to receive the Housing Agency's rent payments. The following documents must accompany the written request:

1. Recorded Deed of Trust showing the transfer of title;
2. Tax Identification Number or Social Security Number;
3. Address as to where rent payments should be sent;
4. Name of new owner, landlord or agent, address, telephone number, facsimile number.

A change in ownership does not require execution of a new HAP contract. An Amendment to change the existing contract is issued by the Housing Department and signed by the new Section 8 owner, the tenant and the Housing Agency. All other terms and conditions of the original HAP contract remain the same.

New owners will be required to execute IRS for W-9. The Housing Agency may withhold the rent payment until the taxpayer identification number is received.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The HA will inspect each unit under contract at least annually. The HA will also have an inspection supervisor perform quality control inspections on at least 5 percent of all units under contract annually to maintain the HA's required standards and to assure consistency in the HA's program. This Chapter describes the HA's procedures for performing HQS and other types of inspections, and HA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements. (See Additions to HQS)

A. GUIDELINES/TYPE OF INSPECTIONS [24 CFR 982.401(a), 982.405]

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

There are five types of inspections the HA will perform:

1. Initial/Move-in: conducted upon receipt of Request for Lease Approval.
2. Annual: Must be conducted prior to the HAP contract anniversary date.
3. Move-out/Vacate
4. Special/Complaint: At request of owner, family or an agency or third-party.
5. Quality Control

B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether recondition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family owner will be advised to notify the HA one repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspectors discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to three reinspections for repair work to be completed.

If the time period given by the inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

The HA conducts an inspection in accordance with Housing Quality Standards at least annually. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51(d)]

Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between 8:00 am and 4:30 pm.

The HA will notify the family in writing at least three days prior to the inspection.

Inspection: The family is notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment.

If the family does not contact the HA to reschedule the inspection, or if the family misses three inspection appointments, the HA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.

Time Standards for Repairs

- Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification.
- For non-emergency items, repairs must be made within 30 days.
- For major repairs, the housing inspector may approve an extension beyond 30 days.

Rent Increases

The HA will conduct an inspection using the Housing Quality Standards at least annually, prior to the anniversary month of the contract. Rent increase requests in the Voucher programs will not be approved if the unit is in failed condition.

D. MOVE-OUT/VACATE

A move out inspection will be performed only at the landlord's request if claim is to be submitted for contracts effective before 10/2/1995.

E. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

F. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

Quality Control inspections will be performed by the housing director on at least 5 percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401(a)]

The HA adheres to the acceptability criteria in the program regulations and HUD inspection booklet with the additions described below.

Additions:

Walls: Wall surfaces must be re-painted when wear and tear exceeds a reasonable level.

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

Any exterior or interior surfaces must be free of defective paint repair must utilize safe-work practices.

Windows:

All window sashes must be in good condition, solid and intact, and fit properly in window frame. Damaged or deteriorated sashes must be replaced.

All openable windows must have properly fitting screens in good condition.

Any room for sleeping must have a window.

Doors:

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in finished state (no plywood).

Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Modifications.

Extensions for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. HA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

H. EMERGENCY REPAIR ITEMS [24 CFR 982.401(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector:

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding

- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- No heat during winter months
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

The HA may give a short extension (not more than 48 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24 hour period.

If the emergency repair item(s) are not corrected in the time period required by the HA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HA, and it is an HQS breach which is a family obligation, the HA will terminate the assistance to the family.

I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

[24 CFR 982.406, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection.

The HA will inspect abated units within **15** days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination **may** be rescinded by the HA if the tenant chooses to remain in the unit. Only **one** Housing Quality Standards inspections will be conducted after the terminated notice is issued.

J. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d) (14)]

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities are not in service.
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HA may terminate the family's assistance on that basis.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]

If non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by the housing director. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.503, 982.504]

INTRODUCTION

It is the HA's responsibility to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. The HA will not approve the lease or execute a payment contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. The HA will determine rent reasonableness at initial lease-up, before any increases in rent to owner and at other times as described in this section. The HA will provide the owner with information concerning rent adjustments in the Voucher program.

This Chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. OWNER PAYMENT IN THE VOUCHER PROGRAM [24 CFR 982.505(b)]

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less than 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Voucher size issued to the family is based on the HA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

B. MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

Once the HAP Contract is executed, the HA begins processing payments to the landlord. The effective date and the amount of the HA payment is communicated by mail to the landlord and tenant. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically and manually to the HAP Register for the following month. Checks are disbursed by housing department to the owner each month.

Checks may not be picked up by the owner at the HA.

Checks will only be disbursed on the 1st of the month, or in instances of the 1st falling on a weekend or holiday, the nearest scheduled workday.

C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.503]

The HA will not approve a lease until the HA determines that the initial rent to owner is a reasonable rent. The HA must redetermine the reasonable rent before any increase in the rent to owner, and if there is five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The HA also will redetermine rent reasonableness when an owner requests an increase in the rent to owner for a voucher unit.

The HA must redetermine rent reasonableness if directed by HUD and based on a need identified by the HA's auditing system, the HA may elect to redetermine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the HA.

The HA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market.

The owner will be advised that by accepting each monthly housing assistance payment she/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units on the premises.

If requested, the owner must give the HA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The following items will be used for rent reasonableness documentation:

- Size (number of bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Utilities
- Maintenance

The HA maintains a notebook which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

[24 CFR 982.505(b) (1)]

The Payment Standard is used to calculate the housing assistance payment for a family. The Payment Standard is set by the HA between 80 percent and 110 percent of the FMR/exception rent. The HA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the HA will ensure that the Payment Standard is within the range of 80 percent to 110 percent of the new FMR.

E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.505(b) (3)]

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. The HA will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the HA raise Standards if the need is solely to make "high end" units available to Voucher holders.

The HA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements.

The HA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards

Quality of Units Selected

The HA may review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

Rent to Owner Increases

The HA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

Time to Locate Housing

The HA may consider the average time period for families to lease up under the Voucher program. If excessive numbers of Voucher holders find it necessary to utilize all extensions to lease up or do not lease at all, the Payment Standard may be adjusted.

Rent Reasonableness Data Base/Average Contract Rents

The HA may compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 80 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, the HA may review the budget and the project reserve, to determine the impact of projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

F. PAYMENT STANDARDS FOR A FAMILY [24 CFR 982.505(d)]

Regular Reexamination

If the payment standard decreases during the HAP Contract term, the Payment Standard for the family is the higher of (1) the Payment Standard at the beginning of the lease minus any amount by which the initial rent to owner has decreased, or (2) the Payment Standard at the current or most recent annual exam. If a change in family size or composition occurs affecting the certificate size, the ability to use the initial Payment Standard is lost.

Interim Examination

If after the beginning of the term of the lease the family has a change in income, family size or composition that would require or allow for an interim adjustment based on the HA's interim policy, the HA will not apply any new or change in payment standard until the date of the next regular reexamination.

Moves

If the family moves into a different unit prior to their next recertification and the HA has had a change in the payment standard the new payment standard will be used. The applicable payment standard will be that which is lower of either the certificate size issued or the unit size selected at the time of the move.

G. RENT ADJUSTMENTS [24 CFR 982.509]

Special Adjustments [24 CFR 982.510]

An owner may request a special adjustment based on substantial and general increases in real property taxes, special government assessments, or costs of utilities. The rent requested must be found to be reasonable and must be approved by HUD.

Disapproval of Requests for Adjustment

If the HA rejects the owner's request for rent adjustment as exceeding rent reasonableness and the owner rejects the HA's determination, the owner may offer the tenant a new lease (after receiving the HA's approval) with a sixty-day notice to the tenant. If the tenant accepts the offer of a new lease, an RFTA must be submitted and the requested rent subjected to rent reasonableness. If the tenant refuses or the owner does not offer a new lease, the owner may institute court action to terminate tenancy for a business or economic reason in accordance with the lease. The HA will issue a new Voucher to the family.

After the tenant has begun searching for a new housing unit and/or after court action has been initiated, the owner may decide to accept the current lease. If the owner and tenant agree, the lease can continue.

If a new lease is executed, a new Contract must also be executed.

Voucher Rent Adjustments [24 CFR 982.505(b) (3)]

Owners may not request rent adjustments in the Voucher program to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective:

After 60 days notice following the HA's approval of the increase.

Chapter 12

RECERTIFICATIONS

[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, the HA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments; Recertification's and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines the HA's policy for conducting annual recertification's and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

There are three activities the HA must conduct on an annual basis.

- Recertification of Income and Family Composition
- HQS Inspection

The HA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be transmitted to the respective housing coordinator.

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections."

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards."

B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

When families move to another dwelling unit:

An annual recertification will be performed (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

The HA will maintain a reexamination tracking system and the household will be notified by mail at least 90 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure: The HA's procedure for conducting annual recertification will be:
Notify the family of the recertification and provide the associated paperwork for completion of recertification.

Completion of Annual Recertification

The HA will have all recertification for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

Collection of Information

The HA will allow the family to complete the recertification form. Information will be collected through mail, by phone, and in person.

All adult household members will be required to complete recertification documentation.

Failure to Respond to Notification to Recertify

If the family does not complete the recertification, the HA will contact the family.

If the family fails to respond to second notification, and has made prior arrangements, the HA will:

Send family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the housing director if the family is able to provide information of an emergency situation that prevented completion of recertification

Documents Required from the Family

In the notification letter to the family, the HA will include instructions for the family to provide the following:

- Documentation of income for all family members
- Documentation of all assets
- Documentation of any deductions/allowances

Verification of Information

The HA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

Tenant Rent Increase

If tenant rent increases, a thirty day notice is mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the HA.

C. REPORTING INTERIM CHANGES [24 CFR 982.516]

Program participants must report all changes in household composition to the HA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The HA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Interim Reexamination Policy

The HA will conduct interim reexaminations when families have an increase in income which results in \$100 or more difference in monthly income.

Families will be required to report all increases in income/assets within ten calendar days of the increase.

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The HA must calculate the change if a decrease income is reported.

HA Errors

If the HA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable; retroactive to when the decrease for the change would have been effective if calculated correctly.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification.

An income reevaluation for families with zero/unstable income will be performed every 90 days.

Any changes reported by participants other than those listed in this section will be notated in the file by the staff person but will not be processed between regularly-scheduled annual recertifications.

D. NOTIFICATION OF RESULT OF RECERTIFICATIONS [HUD Notice PIH 98-6]

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures **are not** required by the HA. If the family disagrees with the rent adjustment, they may request an informal hearing.

E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

[24 CFR 982.516(c)]

Standard for Timely Reporting of Changes

The HA requires that families report interim changes to the HA within ten calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within ten calendar days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The HA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if the retroactive adjustment results.

Procedures when the Change is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a Repayment Agreement or make a lump sum payment.

Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

Procedures when the Change is Not Processed by the HA in a Timely Manner

“Processed in a timely manner” means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the HA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

F. REPORTING OF CHANGES IN FAMILY COMPOSITION [24 CFR 982.516(c)]

All changes in family composition must be reported within 10 calendar days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the HA.

Of the addition would result in overcrowding according the HQS maximum occupancy standards:

The HA will issue a larger Voucher (if needed under the Subsidy Standards) for additions to the family in the following cases:

- Addition by marriage/or marital-type relation
- Addition of an HA-approved live-in attendant
- Addition due to birth, adoption or court-awarded custody
- Other additions as approved by the HA.

In the event of a marriage/or marital type relation or a situation where the new family member is 18 years and older, the new family member will go through the same screening process (criminal background check on all adults) as the original applicant. The Housing Agency will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Housing Agency will grant approval to add their name to the lease. As the same time, the family's annual income will be re-calculated taking into account the income and circumstances of the new family member.

A family will not receive approval to add a separate family (two or more persons) to the household.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in Voucher shall be made effective immediately. The HA may determine whether to issue a Voucher in this instance based on funding availability.

G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

[24 CFR 5.518]

Under the Non-citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all the following criteria:

- The HA implemented the Non-Citizen Rule prior to November 29, 1996 and
- The head of household or spouse is a U.S. citizen or has eligible immigrant status;
AND
- All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If the HA implemented the Non-Citizen Rule on or after November 29, 1996, mixed families may receive prorated assistance only.

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/ PORTABILITY

[24 CFR 982.314]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under Portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the HA's jurisdiction, and the policies for restriction and limitations on moves.

When a Family May Move

Participating families are allowed to move to another unit at the end of the initial 12-month lease term; or, at the end of any subsequent 12-month lease term, if the Landlord and family have mutually agreed to terminate the lease; or, if the Housing Agency has terminated the HAP contract. The Housing Agency will issue the family a new voucher if the family does not owe the Housing Agency or any other Public Housing Authority money, has not violated a Family Obligation and if the Housing Department has sufficient funding for continued assistance.

With good cause, the Housing Agency will allow a one-time exception and allow the family to move. Good cause is defined as:

- A. The unit is uninhabitable due to a recent fire or flood.
- B. The landlord is selling the property and/or will no longer be participating in the Section 8 program.
- C. A member of the household is disabled and needs a reasonable accommodation for medical reasons.

Violence Against Women Act (VAWA)

The Violence Against Women Reauthorization Act of 2005 provides that "a family may receive a voucher from a public housing agency and move to another jurisdiction under the tenant-based assistance program if the family has complied with all other obligations of the Section 8 Program and has moved out, or desires to move out, of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit" [Pub.L. 109-162]

A. ALLOWABLE MOVES

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated.)
- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner) for owner breach or otherwise.
- In order to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, or stalking and who reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the assisted dwelling unit.

B. RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552]

Families will not be permitted to move within the HA’s jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move outside the HA’s jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

The HA will deny permission to move if there is insufficient funding for continued assistance.

The HA will deny permission to move if:

- The family has violated a Family Obligation.
- The family owes the HA money.

The housing director may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES [24 CFR 982.314]

Issuance of Voucher

If the family has not be recertified within the last 60 days, the HA will issue the voucher to move.

If the family does not locate a new unit, they may remain in the current unit as long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HA simultaneously.

For units under a Certificate HAP contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by the HA.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move.

In a move, assistance stops at the old unit at the end of the month in which tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of into the HA's jurisdiction within the U.S. and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction. The unit may be located:

- In the same state as the initial HA;
- In the same metropolitan statistical area (MSA) as the initial HA, but in a different state;
- In a MSA adjacent to the MSA of the initial HA, but in a different state.
- In the jurisdiction of the HA anywhere within the U.S. that administers a tenant based program.

E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

When a family requests to move to outside the HA's jurisdiction, the request must specify the area to which the family wants to move.

If the family is moving to a unit located in the same state as the initial HA, in the same MSA, but in a different state, or in an adjacent MSA in a different state, and there is not an HA in the area where the unit is located, the initial HA will be responsible for the administration of the family's assistance.

Restrictions on Portability

- Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a domicile (legal residence) in the HA's jurisdiction at the date of their initial application for assistance. [NOTE: legal domicile is defined by local government.]
- If the family is in violation of the family obligation.
- If the family owes money to the HA.

Outgoing Portability Procedures

The HA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the HA will determine if the family is within the very low income limit of the receiving HA.

If the family is a participant and will be changing its form of assistance, the HA will determine if the family is within the low income limit of the receiving HA, and advise the family accordingly.

The HA will notify the Receiving HA that the family wishes to relocate into its jurisdiction.

The HA will advise the family how to contact and request assistance from the receiving HA.

The HA will notify the receiving HA that the family will be moving into its jurisdiction.

The HA will provide the following documents and information to the Receiving HA:

- A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.

The Receiving HA must notify the HA within 60 days of the following:

- The Receiving HA decides to absorb the family into their own program.
- The family leases up or fails to submit a Request for Tenancy Approval by the required date.
- Assistance to a portable family is terminated by the Receiving HA.
- The family requests to move to an area outside the Receiving HA's jurisdiction.

Payment to the Receiving HA

The HA will requisition funds from the HUD based on the anticipated lease-ups of portable Vouchers in other HA's jurisdictions. Payments for families in other jurisdictions will be made to other HA's when billed or in accordance with other HUD approved procedures for payment.

When billed, the HA will reimburse the Receiving HA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contracts effective prior to 10/2/1995, and 80% of the Administrative Fee (at the initial HA's rate)

Claims

The HA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The HA will notify the Receiving HA if the family is in arrears or if the family has refused to sign a Payment Agreement, and the Receiving HA will be asked to terminate assistance to the family is allowed by this Administrative Plan.

Receiving HA's will be required to submit hearing determinations to the HA within 30 days.

F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

The HA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will use a "Portability" or Voucher by the HA with the same start date. The HA may grant extensions in accordance with this Administrative Plan.

When the HA does not absorb the income Voucher, it will administer the Initial HA's Voucher and the HA's policies will prevail.

For initial lease-up, the family must be within the HA's very-low income limits. For participants, the HA may issue either a Voucher but if the form of assistance changes, the family must be within the HA's Low Income limits. If the family is ineligible under the HA's low income limit because the form of assistance offered causes the family to change programs, the HA must absorb the family without a change in the form of assistance, or administer the family without a change in the form or assistance, or administer the family's current form of assistance.

The HA will issue a "Portability Voucher" according to its own Subsidy Standards. If the family has a change in family composition which would change the Voucher size, the HA will change to the proper size based on its own Subsidy Standards.

The HA will decide whether to extend the "Portability Voucher" and for what period of time. However, if the Family decides not to lease-up in the HA's jurisdiction, the Family must request an extension from the Initial HA.

For Old Rule contracts, the HA's unpaid rent, damage and vacancy loss claim policies prevail.

Income and TTP of Incoming Portables

If the family's income exceeds the income limit of the HA, the family will not be denied assistance unless the family is an applicant and over the Very-Low income Limit.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the HA's jurisdiction, the HA will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Lease Approval

When the family submits a Request for Lease Approval, it will be processed using the HA's policies. If the family does not submit a Request for Lease Approval or does not execute a lease, the Initial HA will be notified within 60 days by the HA.

If the family leases up successfully, the HA will notify the Initial HA within 30 days, and the billing process will commence.

If the HA denies assistance to the family, the HA will notify the Initial HA of the family within 30 days and the family will be offered a review or hearing.

The HA will notify the Family of its responsibility to contact the Initial HA if the family wishes to move outside the HA's jurisdiction under continued portability.

Terminations

The HA will notify the Initial HA in writing of any termination of assistance within 30 days of the termination. If an Informal Hearing is required and requested by the family, the hearing will be conducted by the HA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and the monitoring repayment. If the Initial HA notifies the HA that the Family is in arrears or the Family has refused to sign a Payment Agreement, the HA will terminate assistance to the family.

Required Documents

As Receiving HA, the HA will require the following documents from the Initial HA:

- A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.

Billing Procedures

As Receiving HA, the HA will bill the Initial HA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial HA.

The HA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial HA's rate) for each "Portability" Voucher leased as of the first day of the month.

The HA will notify the Initial HA of changes in subsidy amounts and will expect the Initial HA to notify the HA of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP contract is the same as the term of the lease. The Contract between the owner and the HA may be terminated by the HA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the Contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HA for vacancy loss under the provisions of Certificate HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c) (2)]

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

[24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the HA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or complaint, or other initial pleading used under State of local law to commence an eviction action.

During the term of the lease the owner may only evict for:

- Serious or repeated violations of the lease;
- Violations of federal, state or local law related to occupancy of the unit;
- Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.
- Any drug-related criminal activity on or near the premises.
- Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
- Other good cause, after the first year of lease includes:
 - o Business or economic reason for regaining possession;
 - o Owner's desire to repossess unit for personal use; or
 - o Tenant's refusal to accept offer of a new lease.
- If the lease is for successive definite terms, after the initial term, the owner can terminate tenancy at the end of the initial term or any successive term without cause.

The eviction notice must specify the cause for eviction.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the HA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The HA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the HA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the HA has no other grounds for termination of assistance, the HA may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY HA

[24 CFR 982.404(a), 982.453, 982.454, 982.552(a) (3)]

The term of the HAP contract terminates when the lease terminates, when the HA terminates program assistance for the family, and when the owner has breached the HAP contract. (See Chapter 16/Disapproval of Owner)

The HA may also terminate the contract if:

- The HA terminates assistance to the family.
- The family is required to move from a unit which is under-occupied or overcrowded.
- Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice of Termination

The HA will provide the owner and family with at least thirty days written notice of termination of the contract.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

[24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a “mixed” family chooses not to accept proration of assistance, are eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for transition to affordable housing.

- Deferrals may be granted for intervals not to exceed six months, up to an aggregate maximum of:
 - o 3 years for deferrals granted prior to 11/29/1996, or
 - o 18 months for deferrals granted after 11/29/1996

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (3 years for deferrals granted before 11/29/1996; 18 months for deferrals granted after 11/29/1996), or
- A determination has been made that other affordable housing is available.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HA may deny or terminate assistance for a family because of the family's action or failure to act. The HA will provide families with a written description of the Family Obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This Chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION [24 CFR 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the HA will delay the denial or termination in order to determine if there is an accommodation which would meet the negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the HA waiting list
- Denying or withdrawing a certificate or voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination [24 CFR 982.552(b) (10) (d)]

The HA must deny assistance to applicants, and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.

- If no member of the family is a U.S. citizen or eligible immigrant. (See Chapter 14, Section E)
- If the family is under contract and 180 days have elapsed since the HA's last housing assistance payment was made.
- If a household member has been evicted from federally assisted housing for drug related criminal activity.
- If any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration program.

Grounds for Denial or Termination of Assistance [24 CFR 982.552(b)]

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- The family violates any family obligation under the program as listed in 24 CFR 982.551.
- Any member of the family has ever been evicted from the public housing.
- The family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breaches an agreement with an HA to pay amounts owed to an HA, or amounts paid to an owner by an HA.
- The family has engaged in or threatened abusive or violent behavior toward HA personnel.
- Any member of the family illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety, and peace of other residents.
- If any member of the family commits drug-related criminal activity or violent criminal activity. The Violence Against Women Reauthorization Act of 2005 explicitly prohibits PHA's from considering actual incidents or threatened domestic violence, dating violence, or stalking as reasons for terminating the assistance of a victim of such actual or threatened violence.

“Abusive or violent behavior towards HA personnel” includes verbal as well as physical abuse or violence. Use of expletives that are general considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

“Threatening” refers to oral or written threats or physical gestures that communicate with intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination

- Crime by family member, such as:
 - o Fraud, bribery or other corrupt or criminal act in federal housing program
 - o Drug-related criminal activity (as defined in law)
 - o Violent criminal activity (as defined by rule) Criminal use of physical force against person or property

- HA must find elements of covered crime by civil standards and with a preponderance of evidence. HA is not required to show crime beyond reasonable doubt.

Family Self Sufficiency (FSS)

Failure to fulfill the obligations and conditions of the FSS contract is grounds for termination of assistance.

B. FAMILY OBLIGATIONS [24 CFR 982.551]

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812.) “Information” includes any requested certification, release or other documentation.
2. The Family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR part 750) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
4. All information supplied by the family must be true and complete.
5. The family is responsible for an HQS breach caused by the family as described in 982.404(b).
6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violations of the lease.
8. The family must promptly give the HA a copy of any owner eviction notice.
9. The family must use the assisted unit for residence by the family. The unit must be the family’s only residence.
10. The composition of the assisted family residing in the unit must be approved by the HA. The Family must promptly inform the HA of a birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit.
11. The family must promptly notify the HA if any family member no longer resides in the unit.
12. The family must notify the owner and, at the same time, notify the HA before the family moves out of the unit or terminates the lease upon notice to the owner.

13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
14. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
15. The family must not sublease or let the unit.
16. The family must not assign the lease or transfer the unit.
17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.
18. The family must not own or have any interest in the unit.
19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
20. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
21. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The HA will use its discretion in reviewing, the extent of participation or culpability of individual family members, the length of time since the violation occurred. The HA may also review the family's and more recent history and record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "promptly" when used with the Family Obligations always means "within ten calendar days." Denial or Termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The inspector will determine if an HQS breach as identified in 24 CFR 982.404(b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the inspector or supervisor.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in cause a termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease
- If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the HA determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and
- If there are police reports, neighborhood complaints or other third party information, that has been verified by the HA.

Notification of Eviction: If the family requests assistance to move and they did not notify the HA of an eviction with in ten calendar days of receiving the Notice of Lease Termination, the move will be denied.

Proposed additions to the family: The HA may deny a family's request to add additional family members who are:

- Persons who have been evicted from public housing.
- Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.
- Persons who commit drug-related criminal activity or violent criminal activity.
- Persons who do not meet the HA's definition of family.
- Persons who currently own rent or other amounts to the HA or another HA in connection with Section 8 or public housing assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

Family Member Moves out: Families are required to notify the HA if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information. Families are required to notify the HA if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information:

- The date the family member moved out.

Limitation of Profit-making Activity in Unit:

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the HA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.

If the HA determines the business is not legal.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether she/he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud: In each case, the HA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

Drug Related and Violent Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use in a controlled substance.

Drug-related criminal activity means *on or off* the premises, *not just on or near the premises*.

Violent criminal activity includes any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against a person or property, and

The activity is being engaged in by any Family member.

Ineligibility if Evicted for Drug-related Activity

Persons evicted from public housing, Indian Housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Section 8 programs for a three-year period beginning on the date of such eviction.

Applicants will be denied assistance if they have been:

Arrested/convicted/evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last two years prior to the date of the certification interview.

Participants will be terminated who have been:

Arrested/convicted/evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last two years prior to the date of notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

In appropriate cases, the HA may permit the family to continue receiving assistance provided that family member determined to have engaged in the proscribed activities will not reside in the unit. If violating member is a minor, the HA may consider individual circumstances with the advice of Juvenile Court officials.

Screening out Illegal Drug Users and Alcohol Abusers

The HA will deny participation in the program to applicants in cases where the HA determines there is a reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the HA determines that there is a *pattern* of illegal use of a controlled substance, or *pattern* of alcohol abuse.

The HA will not waive this policy.

Confidentiality of Criminal Records

The HA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probably true than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

- Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- *Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

Notice of Termination of Assistance

In any case where the HA decides to terminate assistance to the family, the HA must give the family written notice which states:

- The reason(s) for the proposed termination
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an Informal Hearing must be received by the HA.

The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.

C. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [Pub.L. 109-162, Pub.L. 109-271]

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking."

VAWA also gives PHA's the authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant."

VAWA does not limit the authority of the PHA to terminate the assistance of any participant if the PHA "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance."

Victim Documentation

When a participant family is facing assistance termination because of the actions of a participant, household member, guest, or other person under the participant's control and a participant or immediate family member of the participant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the PHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

- 1) A written certification by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, and

- 2) One of the following:
A police or court record documenting the actual or threatened abuse, or
A statement signed by an employee, agent, or volunteer of victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the PHA within 14 business days after the PHA issues their written request. The 14-day deadline may be extended at the PHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the PHA may proceed with assistance termination. If the PHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives the PHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts or physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271].

When the actions of a participant or other family member result in a PHA decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, the PHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any approved extension period, the PHA will terminate the perpetrator's assistance. If the victim does not provide the certification and supporting documentation, as required, the PHA will proceed with termination of the family's assistance.

If the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

D. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Termination due to Ineligible Immigrant Status

Participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The HA must offer the family an opportunity for a hearing. (See Chapter 2, Section D)

Assistance may not be terminated while verification of the participant family's eligible immigrant status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Temporary Deferral of Termination of Assistance

Ineligible families who were participants as of June 19, 1995, may request temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. (See Chapter 14, "Contract Terminations".) The HA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing. (See Chapter 12, Section G)

Criteria for Approving Temporary Deferral of Termination of Assistance due to Ineligible Immigration Status

The HA will grant temporary deferral as long as the family makes reasonable efforts to find affordable housing.

Affordable housing is defined as housing that is standard based on HQS, of appropriate size based on HQS, and for which the rent plus utilities is no more than 25% greater than the HA-calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for renewal of temporary deferral of termination of assistance, the HA will:

Automatically grant and extend temporary deferral of termination of assistance as long as the market for affordable housing is limited in the jurisdiction.

Length of Deferral

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years, if the initial deferral was granted prior to 11/29/1996. For deferrals granted after 11/29/1996, additional deferrals may be made up to an aggregate total of 18 months. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to see other housing.

The family will be notified in writing sixty days before the end of the maximum deferral period that there cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

False or Incomplete Information

When the HA has clear, concrete, or substantial documentation (such as a permanent resident card or information from other agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable.

The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HA either after the INS appeal or in lieu of the INS appeal.

After the HA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral or Termination of Assistance.

D. \$0 ASSISTANCE TENANTS [24 CFR 982.455(a)]

HAP Old Contracts Prior to 10/2/1995

For contracts which were effective prior to 10/2/1995, the HA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The HA must perform all of the functions normally required, such as reexaminations and inspections. The participant will be notified of the right to remain on the program at \$0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

HAP New Contracts On or After 10/2/1995

For contracts effective on or after 10/2/1995, the HA has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day timeframe, an owner rent increase or a decrease in Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

E. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

[24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused the HA to overpay assistance, the HA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the HA in full.

F. MISREPRESENTATION IN CULLUSION WITH OWNER

[24 CFR 982.551, 982.552(c)]

If the family is intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HA will deny or terminate assistance.

G. MISSED APPOINTMENTS AND DEADLINES

[24 CFR 982.551, 982.552(C)]

It is a Family Obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the HA to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances.

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Recertification's
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Family Emergency

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given three opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

- The termination will be rescinded after the family cures the breach.
- The notice will not be rescinded even if the family offers to cure the breach.
- The notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the HA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to approve or otherwise restrict the participation of the owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54 (d) (8)]

The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

- HUD has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f)
- The owner has committed fraud, bribery, or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.302(a) (8), 982.453]

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the HA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

The HA guidelines for restrictions are contained in the table below:

DISAPPROVAL OF OWNERS/ PARTICIPATION RESTRICTIONS

BREACH	PENALTY
HUD notification of owner debarment/suspension	Termination
HUD notification of violation of Fair Housing/Federal equal opportunity	Termination
Violation of contract obligations	Termination of Contract
Owner fraud, bribery or other corrupt act in federal housing program	Termination
Owner engaged in drug trafficking	Termination
History of noncompliance with HQS	Sanction period of Two Years.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

Chapter 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For HAP Contracts Effective before October 2, 1995)

INTRODUCTION

This Chapter describes the HA's policies, procedures and standards for servicing HAP contracts which were effective before October 2, 1995. Certificate and Voucher contracts in this category have provisions for the HA's liability to owners when families move out. Vouchers and Certificates have a provision for damages, and Certificates, in addition, have a provision for vacancy loss.

A. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The HA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the HA will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The HA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the HA for claims paid to the owner.

B. UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP contract.

Separate agreements are not considered a tenant obligation under the lease and the HA will not reimburse the owner for any claims under these agreements.

C. VACANCY LOSS IN THE CERTIFICATE PROGRAM

Vacancy Loss is applicable to the Certificate Program only. Vacancy Loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

- Notify the HA within ten calendar days upon learning of the vacancy, or prospective vacancy, and
- Pursue all possible activities to fill the vacancy, including but not limited to:
 - o Contacting applicants on the owner's waiting list, if any;
 - o Seeing eligible applicants by listing the unit with the HA,
 - o Advertising the availability of the unit, and
 - o Not rejecting potentially eligible applicants except for good cause.

In the event that a unit becomes vacant because of death, the HA will permit the owner to keep the HAP for a month in which the tenant died.

All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Estimates are not acceptable.

The HA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Damages which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered "other items due under the lease" and included in the claim.

Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, are not paid.

D. MOVE-OUT AND CLOSE-OUT INSPECTIONS

There will be no move-out inspections of units with contracts effective on or after October 2, 1995. The owner must notify the HA of the move-out and request an inspection within ten calendar days of learning of the move-out in order to submit a claim for damages.

The owner and tenant will be notified of the date and time of the inspection.

In the event that the HA is unable to inspect within 15 days, the owner may be permitted to use date-stamped photographs to substantiate the claim.

E. PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owns under the lease, the owner may request reimbursement from the HAP up to the limits for each program.

If the owner claims vacancy loss, the security deposit that she/he collected or could have collected will be deducted from the vacancy loss claim.

The HA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that the claim is pending (notice sent to last known address.) The notification will state the preliminary determined amount, the type of claim, and describe the procedure for contesting the claim.

The HA will offer the family ten days to contest the claim. If the family disputes the claim, the HA will schedule an informal meeting with the owner and tenant in order to resolve the differences.

If the owner fails to attend the meeting, the HA will consider this prima facie evidence of validity of the tenant's position.

If the tenant fails to attend the meeting, the HA will proceed with its original determination.

After a determination has been made, the HA will notify the family in writing of the decision. If it has been determined that the family owes money, the HA will pursue collection to repay either in a lump sum or through payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the HA as required.

Other Requirements for Claims Processing

Costs of filing evictions to remove the tenant or any other legal fees, may not be reimbursed.

No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 30 days of the date the owner learned of the move-out.

Chapter 18

OWNER OR FAMILY DEBTS TO THE HA

INTRODUCTION

This Chapter describes the HA's policies for the recovery of monies which have been overpaid for families and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner or family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owned. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family, or other interested parties.

When families or owners owe money to the HA, the HA will make every effort to collect it. The HA will use a variety of collection tools to recover debt including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Abatements
- Reductions
- Collection agencies
- Credit bureaus
- Income tax set-off programs

A. PAYMENT AGREEMENT FOR FAMILIES

[24 CFR 792.103, 982.552(b) (6-8)]

A Payment Agreement, as used in this Plan, is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The maximum length of time the HA will enter into a payment agreement with a family is 18 months.

The minimum monthly amount of payment for any payment is \$25.

Late Payments:

A payment will be considered to be in arrears, if the payment is not received by the close of the business day (10) calendar days after the due date.

If the family's payment agreement is in arrears, the HA will:

- Require the family to pay the balance in full;
- Terminate the housing assistance.

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

The family will be required to pay the balance in full prior to the issuance of a voucher.

If the family requests a move to another unit and is in arrears on payment agreement for the payment of an owner claim:

The family will be required to pay the balance in full, or be terminated from the program.

There are some circumstances in which the HA will not enter into a payment agreement. They are:

If the family already has a Payment Agreement in place;

If the HA determines that the family committed program fraud.

Guidelines for Payment Agreement

Payment Agreements will be executed between the HA and the head of household.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Housing Director.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:

The HAP contract is terminated due to owner non-compliance or opt-out;

Natural Disaster

Additional Monies Owed: If the family has a Payment Agreement in place and incurs an additional debt to the HA:

The HA will not enter into more than one Payment Agreement at a time with the same family;

Additional amounts owned by the family may be added to the existing payment agreement.

B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (b) (6-8)]

If a family owes money to the HA for claims paid to an owner: the HA will enter into a Payment Agreement.

C. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

[24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that result in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the HA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

Program Fraud:

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

If a family owes an amount which equals or exceeds \$5,000 as a result of the program fraud, the case will be referred to Inspector General. Where appropriate, the HA will refer the case for criminal prosecution.

Payment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

The maximum time period for a Payment Agreement will be 12 months.

The family will be required to pre-pay 1/3 of the amount owed prior to or upon execution of the Payment Agreement.

The minimum monthly payment will be \$50.

D. OWNER DEBTS TO THE HA

If the HA determines that the owner is retained Housing Assistance or Claim Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If the future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the HA will:

Require the owner to pay the amount in full within 30 days;
Restrict the owner from future participation.

E. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than 2 years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely or for more than 2 years.

Chapter 19

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HA. This Chapter describes the policies, procedures and standards to be used when families disagree with an HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINT TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

- Complaints from families: If a family disagrees with an action or inaction of the HA or owner.
- Complaints from owners: If an owner disagrees with an action or inaction of the HA or a family.
- Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules.
- Complaints from the general public: Complaints or referrals from persons in the community in regard to the HA, a family or an owner.

The HA hearing procedures will be provided to families in the briefing packet.

B. PREFERENCE DENIALS [24 CFR 5.415]

When the HA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with HA staff to discuss the reasons for the denial and to dispute the HA's decision.

The person who conducts the meeting must be:

Any officer or employee of the HA including the person who made the decision.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d) (12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time limit for requesting a review.

The HA must provide applicants with the opportunity for an Informal Review of decisions denying.

Listing on the HA's waiting list
Issuance of a Certificate or Voucher
Participation in the program

Informal Reviews are not required for established policies and procedures and HA determinations such as:

1. Discretionary administrative determinations by the HA
2. General policy issues or class grievances
3. A determination of the family unit size under the HA subsidy standards
4. Refusal to extend or suspend a Certificate or Voucher
5. Disapproval of lease
6. Determination that unit is not in compliance with HQS
7. Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Review

A request for an Informal Review must be received by the close of the business day, no later than ten calendar days from the date of the HA's notification of denial of assistance. The informal review will be scheduled within fifteen days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

A staff person who is at the housing coordinator level or above

The applicant will be given the option of presenting oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

The review may be conducted by mail and/or telephone.

A Notice of the Review findings will be provided in writing to the applicant within fifteen days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES [24 CFR 982.555(a-f), 982.54(d) (13)]

When the HA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the HA's decision.
- The procedure for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.

The HA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HA determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment
2. Appropriate utility allowance used from schedule
3. Family unit size determination under HA subsidy standards
4. Determination that Certificate program family is under occupied in their current unit and a request for exception is denied
5. Determination to terminate assistance for any reason.
6. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

The HA must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and HA determinations such as:

1. Discretionary administrative determinations by the HA
2. General policy issues or class grievances
3. Establishment of the HA schedule of utility allowances for families in the program

4. An HA determination not to approve an extension or suspension of a certificate or voucher term
5. An HA determination not to approve a unit or lease
6. An HA determination that an assisted unit is not in compliance with HQS (HA must provide hearing for family breach of HQS because that is a family obligation determination)
7. An HA determination that the unit is not in accordance with HQS because of the family size
8. An HA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the HA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and regulations.

When the HA receives a request for an informal hearing, a hearing shall be scheduled within fifteen days. The notification of hearing will contain:

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
- A notice to the family that the HA will request a copy of any documents or evidence the family will use at the hearing.

Families have the right to:

- Present written or oral objections to the HA's determination.
- Examine the documents in the file when are the basis for the HA's action, and all documents submitted to the Hearing Officer;
- Copy of any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

In addition to other rights contained in this Chapter, the HA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person. The HA appoints hearing officers who are of the HA upper level management.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the HA and the family within fifteen days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed; and
- The date the decision goes into effect.

The HA is not bound by hearing decisions:

- Which concern matters in which the HA is not required to provide an opportunity for a hearing
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer's determination within fifteen days. The letter shall include the HA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for a good cause.

The request for an HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in Section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the HA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Chapter 20

SPECIAL HOUSING TYPES

[24 CFR 982.601]

INTRODUCTION

The HA will permit the use of special housing types in its program only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as accommodation.

The HA will not set aside any program funding for special housing types, or for special housing type.

Verification of Need for Reasonable Accommodation

An example of acceptable documentation as verification of the need for reasonable accommodation would be a letter to the HA describing how the special housing type requested provides the accommodation that the person is in need of. The request and documentation will be reviewed by the housing director and a written response stating approval or disapproval will be sent to the applicant/participant within fifteen days of receipt of the request.

A copy of the HA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M-Special Housing Types.

A. SINGLE ROOM OCCUPANCY [24 CFR 982.602]

There are no SRO's in the HA's jurisdiction.

The HA will use a separate lease and housing assistance payment contract for each assisted person residing in a SRO. [24 CFR 982.603]

SRO Rent and Housing Assistance Payment [24 CFR 982.604]

Voucher Program

The HA SRO payment standard will not exceed the FMR/exception rent limit for SRO housing. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

Utility Allowance

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

Housing Quality Standards

The HA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SRO's as regulated in 24 CFR 982.605.

B. CONGREGATE HOUSING [24 CFR 982.606]

An elderly person or a person with disabilities may reside in a congregate housing unit.

The HA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

The HA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Congregate Housing Lease and HAP Contract [24 CFR 982.607]

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the FMR/exception rent limit for a family that resides in a congregate housing unit is the zero-bedroom FMR/exception rent limit.

However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom FMR/exception rent limit

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

Housing Quality Standards

The HA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

C. GROUP HOMES [24 CFR 982.610]

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department. [24 CFR 982.612]

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the HA, a live-in aide may reside with a person with disabilities.

The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The HA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

Group Home Lease and HAP Contract [24 CFR 982.611]

There will be separate HAP contract and lease for each assisted person living in a group home. For a group home the term “pro-rata portion” means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equal’s one assisted person plus any HA-approved live-in aide.

Group Home Rent and HAP Contract [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the HA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Maximum Subsidy: Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

For a Voucher Tenancy, the payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard for the group home size.

Utility Allowance: The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing Quality Standards: The HA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

D. SHARED HOUSING [24 CFR 982.615]

Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The HA may approve a live-in aide to reside with a family in order to care for a person with a disability. The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP Contract with the HA. However, housing assistance may not be paid on behalf of an owner. The HA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

For shared housing, the term “pro-rata portion” means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in Chapter Eleven, Section E.

Maximum Subsidy

For the Voucher Program, the payment standard is the lower of the payment standard for the family unit size or the pro-rata portion of the payment standard for the shared housing unit size.

If the HA approves a live-in aide, the live-in aide will be counted in determining the family unit size.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standards

The HA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

E. COOPERATIVE HOUSING [24 CFR 982.619]

The HA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The HA will not approve assistance for a family in cooperative housing until the HA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member’s interest in a cooperative unit (such as a sale of the resident’s share in a cooperative corporation.)

The reasonable rent in cooperative housing is determined in accordance with Chapter 11, Section E. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperatives debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

For a cooperative, rent adjustments are applied to the carrying charge as determined in Chapter 11, Section H.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in Chapter 11.

The HA may approve a live-in aide to reside with the family to care for a person with disabilities. The HA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. If the HA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

Housing Quality Standards

The HA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in Chapter 10 and regulated by 24 CFR 982.401.

F. MANUFACTURED HOMES [24 CFR 982.620]

The HA will permit a family to lease a manufactured home and space with assistance under the program. The HA will provide assistance for a family that owns the manufactured home and leases only the space.

The HA may approve a live-in aide to reside with the family to care for a person with disabilities. The HA will approve a live-in aide if needed as reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the HA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

Housing Quality Standards [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in Chapter 10 and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

- A Manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

- A manufactured home must be securely anchored by a tie-down device that distributes and transfer the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the HA.

The HA will not approve a lease for a manufactured home space until the HA has determined that initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the HA will redetermine that the rent is reasonable.

The HA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The HA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the HA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the HA, the owner must provide the HA information on rents or other manufactured home space.

Housing Assistance Payments for Manufactured Home Space [24 CFR 982.623]

The FMR for a manufactured home space will be determined by HUD. Exception rents do not apply.

HAP for the Voucher

For a Voucher tenancy, the payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard for a family renting a manufactured home space is the published FMR for manufactured home space rental. The payment standard will be determined by the HA in accordance with this Admin Plan.

Subsidy Calculation for the Voucher Program

During the term of a Voucher tenancy, the amount of the monthly housing assistance payment for a family will be equal the lesser of:

- An amount obtained by subtracting 30 percent of the family's monthly adjusted gross income from the sum of: the amortization cost, the utility allowance, and the payment standard; or
- The monthly gross rent for the manufactured home space minus the minimum rent. For the Voucher program the minimum rent is higher of: 10 percent of the monthly gross income, or the HA's minimum rent.

Amortization Cost

The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount will be reduced by 15 percent to exclude debt service to amortize the cost of furniture, unless the HA determines that furniture was not included in the purchase price.

Any debt service due to refinancing the manufactured home after purchase of the home is not included in the amortization costs.

The HA will not approve as part of the monthly amortization payment, set-up charges to be included in the debt service incurred by the family that relocates its home.

The HA will not include as part of the monthly amortization payment, set-up charges incurred before the family became an assisted family, if monthly payments are still being made to amortize such charges.

Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR 982.624]

The HA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.