



# **Chester Housing Authority Administrative Plan**

1 — Last update: 16 April 2024

US Housing Consultants

# Table of Contents

- 1. Overview of Voucher Program and Administrative Plan ..... 9**
- 2. Purpose of Plan | Objectives ..... 11**
  - 2.1. Sources of Standards ..... 12
  - 2.2. Jurisdiction of Agency ..... 13
  - 2.3. Location of Office ..... 14
  - 2.4. Administrative Fee Reserve ..... 15
  - 2.5. Local Goals ..... 16
  - 2.6. Review of Plan ..... 17
  - 2.7. Rules and Regulations ..... 18
  - 2.8. De-Concentration ..... 19
- 3. Fair Housing and Reasonable Accommodation Policy ..... 20**
  - 3.1. Compliance with ADA and Section 504 ..... 21
  - 3.2. Processing Discrimination Complaints and Reasonable Accommodations ..... 22
  - 3.3. Processing Reasonable Accommodation Requests ..... 23
  - 3.4. Section 504 Grievance Procedure ..... 24
  - 3.5. Translation of Documents and Plan for Language Assistance (LEP) ..... 25
  - 3.6. Effective Communication Requirements ..... 26
- 4. Marketing Plan ..... 27**
  - 4.1. Outreach to Low Income Families ..... 28
  - 4.2. Marketing Materials ..... 29
  - 4.3. Outreach to Owners ..... 30
- 5. Waitlist Management ..... 31**
  - 5.1. Opening and Closing the Waitlist ..... 32
    - 5.1.1. Timing ..... 33
    - 5.1.2. Open Registration at Designated Locations ..... 34
    - 5.1.3. Submission of Applications ..... 35
- 6. Waitlist Placement ..... 36**
  - 6.1. Movement on the Waitlist ..... 37
    - 6.1.1. Split Participant Families Prior to Voucher Issuance ..... 38
    - 6.1.2. Multiple Families in the Same Household ..... 39
    - 6.1.3. Joint Custody of Children ..... 40
    - 6.1.4. Removal of Members for Applicants ..... 41
  - 6.2. Updating the Waitlist ..... 42
  - 6.3. Waitlist Preferences ..... 43
    - 6.3.1. Primary Preference: Internal Housing Transfers ..... 44
    - 6.3.2. Local Area Preference ..... 45
    - 6.3.3. Working Family Preference ..... 46

6.4. Initial Determination of Preference Eligibility.....	47
6.5. Processing Applications for Final Determination .....	48
<b>7. Eligibility for Admissions .....</b>	<b>49</b>
7.1. Income Targeting .....	50
7.2. Signing Consent Forms .....	51
7.3. Student Status Requirements.....	52
7.4. Citizenship Requirements .....	53
7.5. Social Security Number Disclosure.....	55
7.6. Verification of Legal Identity .....	57
7.6.1. Verification of Marital Status .....	58
7.6.2. Familial Relationships .....	59
7.6.3. Verification of Disability.....	60
7.6.4. Other Criteria For Admissions .....	61
7.7. Asset Eligibility.....	62
7.7.1. Real Property Ownership .....	63
7.7.1.1. Real Property Ownership Exceptions .....	64
7.7.1.1.1. Real Property Suitability .....	65
7.8. Income Eligibility .....	66
7.9. Ability to Pay Rent.....	67
7.10. Application Updates and Notice of Change of Address .....	68
<b>8. Changes to Family Composition .....</b>	<b>69</b>
8.1. Additions to the Family .....	70
8.2. Addition of a Live in Aide.....	71
8.3. Removal of Persons from a Participant Family .....	72
<b>9. Denial of Assistance .....</b>	<b>73</b>
9.1. Asset Limitation.....	74
9.2. Eviction or Termination from Federally Assisted Housing .....	75
9.3. Monies Owed to Housing Agencies .....	76
9.4. Abusive Behavior .....	77
9.5. Credit History .....	78
9.6. Criminal Activity .....	79
9.7. Rental History .....	80
9.8. Permanently Ineligible for Housing.....	81
9.9. Applicants Claiming Mitigating Circumstances for Criminal History.....	82
9.10. Request to Deny or Terminate Assistance from a One-Strike Violation.....	83
9.11. Prior Criminal History .....	84
9.12. Violation of Peaceful Enjoyment.....	85
9.13. Substance Abuse Rehabilitation.....	86
9.14. Domestic Violence /Violence Against Women Act.....	87
9.15. Other Examples of Mitigating Circumstances .....	88

- 10. Issuing Housing Vouchers ..... 89**
  - 10.1. Issuing and Briefing..... 90
  - 10.2. Briefing Packet Materials..... 91
  - 10.3. Briefing on Security Deposits ..... 92
  - 10.4. Eligible Housing ..... 93
  - 10.5. Lease Requirements ..... 94
  - 10.6. Type of Assistance ..... 95
  - 10.7. Term of Voucher ..... 96
  - 10.8. Extensions of Term | Voucher Term Expiration..... 97
  - 10.9. Term of Assisted Tenancy ..... 98
  - 10.10. Changes in Lease Terms..... 99
  
- 11. Informal Hearing and Review Procedures ..... 100**
  - 11.1. Participant Hearings..... 101
  - 11.2. Requesting a Hearing and Pre-Hearing Procedures ..... 102
  - 11.3. Hearing Procedures ..... 103
  - 11.4. Applicant reviews ..... 104
  - 11.5. Informal Reviews for Denial for Criminal History..... 105
  
- 12. Occupancy Policies ..... 106**
  - 12.1. Subsidy Standards ..... 107
    - 12.1.1. Determination of Voucher Size ..... 108
    - 12.1.2. Actual Unit Size Selected..... 109
    - 12.1.3. Changes in Family Composition ..... 110
    - 12.1.4. Addition of Adult Family Member ..... 111
    - 12.1.5. Screening of New Family Members ..... 112
    - 12.1.6. Foster Children and Adults..... 113
    - 12.1.7. Live-In Aide ..... 114
    - 12.1.8. Medical Equipment..... 115
    - 12.1.9. Family Absences from Unit ..... 116
    - 12.1.10. Family Break-up..... 117
    - 12.1.11. Family Guests ..... 118
    - 12.1.12. Definition of Continually Assisted ..... 119
  - 12.2. Family Obligations..... 120
  
- 13. Restrictions on Moves by a Participant Family ..... 122**
  - 13.1. Initial 12 Month Restrictions ..... 123
  - 13.2. Portability Restrictions..... 124
  - 13.3. Lease Termination..... 125
  - 13.4. New Lease Submissions ..... 126
  
- 14. Annual and Interim Re-certification..... 127**
  - 14.1. Scheduling of Appointments ..... 128
    - 14.1.1. Number of Appointments and Missed Appointments..... 129

<b>15. Interim Re-certifications</b> .....	<b>130</b>
15.1. Income or Family Composition Changes .....	131
15.2. Decrease in Family Income – TANF .....	132
15.3. Sporadic Income Households .....	133
15.4. Interim Reporting for Zero and Nominal Income Households .....	134
15.4.1. Discrepancies in Zero Income Reporting .....	135
15.4.2. Restrictions on Zero Income for More than 6 Months .....	136
<b>16. Determination and Verification of Annual Income</b> .....	<b>137</b>
16.1. Overview .....	138
16.2. Annual Income .....	139
16.2.1. Earned Income.....	140
16.2.1.1. Income Exclusions .....	141
16.2.2. Income from Assets .....	144
16.2.2.1. Excluded Assets .....	145
16.2.3. Non-Earned Income .....	146
16.3. Exclusions from Income .....	147
16.3.1. Earned Income Disallowance .....	149
16.4. Adjusted Annual Income.....	151
16.4.1. Childcare Financial Hardship Exception .....	152
16.4.2. Health and Medical Financial Hardship Exception .....	153
16.5. De Minimis Errors.....	154
16.6. Verifications and Use of EIV .....	155
16.7. Income Determinations and Safe Harbor Verification.....	156
16.8. Written Third Party Verification .....	158
16.9. Written Third Party Verification Form.....	159
16.10. Oral Third Party Verification .....	160
16.11. Tenant Declaration .....	161
16.12. EIV Reporting.....	162
16.12.1. Resident Copies of EIV Data.....	163
16.12.2. Resident Disputes of EIV Data .....	164
16.12.3. New Adult Family Members.....	165
16.12.4. EIV Printouts.....	166
16.12.5. Restricted Access to EIV Data .....	167
16.12.6. Electronic Security Requirements.....	168
16.12.7. Staff Access to EIV and Training/User Security .....	169
16.13. Verification of Citizenship or Eligible Non-Citizen Status .....	171
16.14. Verification of Social Security Numbers .....	172
16.15. Timing of Verification .....	173
16.16. Frequency of Obtaining Verification .....	174
16.17. Streamlined Recertifications for Fixed Income Families .....	175
<b>17. Portability</b> .....	<b>177</b>

17.1. Moving out of PHA's Jurisdiction .....	178
17.2. Absorption of Incoming Portables .....	179
17.3. Reasonable Accommodation/VAWA Requests for Moves .....	180
<b>18. Housing Quality Standards (HQS) Inspections (NSPIRE).....</b>	<b>181</b>
18.1. Guidelines/Types of Inspections .....	182
18.1.1. Timely Initial Inspection.....	183
18.1.2. Annual/Biennial Inspections .....	184
18.1.3. Special /Complaint Inspections .....	185
18.1.4. Quality Control Inspection .....	186
18.1.5. Scheduling an Inspection .....	187
18.1.6. Time Standards for Repairs .....	188
18.2. Violation and Abatement of Payment.....	189
18.2.1. Abatement .....	190
18.2.2. Termination of Contract.....	191
18.2.3. Determination of Responsibility .....	192
18.3. Life Threatening Items.....	193
18.4. Lead Based Paint Regulations .....	196
<b>19. Termination of Assistance .....</b>	<b>197</b>
19.1. Grounds for Termination of Assistance.....	198
19.1.1. Termination for Criminal Activity.....	200
19.1.2. Termination of Nominal Income Households .....	202
19.2. Mitigating Circumstances .....	203
19.3. Family Member(s) with One-Strike Policy Violation(s).....	204
19.4. Prior Criminal History .....	205
19.5. Violation of Peaceful Enjoyment.....	206
19.6. Substance Abuse Rehabilitation .....	207
19.7. Domestic Violence/Violence Against Women's Act (VAWA) Claims .....	208
19.8. Notice of Termination .....	209
<b>20. Payment Standards and Rent Reasonableness .....</b>	<b>210</b>
20.1. Setting the Payment Standards .....	211
20.2. Revising the Payment Standards .....	212
20.3. Maximum Allowed Rents .....	213
20.4. Owner Charges in Addition to Rent .....	214
20.5. Rent Reasonableness Determinations.....	215
20.6. Rent Reasonableness General Guidelines .....	216
20.7. Special Housing Types.....	217
20.7.1. Single Room Occupancy .....	218
20.7.2. Congregate Housing .....	220
20.7.3. Group Home .....	221
20.7.4. Shared Housing .....	224
20.7.5. Cooperative Housing.....	225

20.7.6. Manufactured Home.....	226
20.8. Utility Allowances .....	229
20.8.1. Utility Reimbursement .....	230
20.8.2. Tenant-Responsible Utilities.....	231
<b>21. Project Based Vouchers under the Rental Assistance Demonstration (RAD) Program .....</b>	<b>232</b>
21.1. Overview and Regulations.....	233
21.1.1. Tenant-Based VS. Project-Based Voucher Assistance [24 CFR § 983.2] .....	235
21.1.2. Relocation Requirements [24 CFR 983.7] .....	236
21.1.3. Equal Opportunity Requirements [24 CFR § 983.8; 24 CFR § 5.105; Notice PIH 2016- 17].....	237
21.2. PHA Owned Units [24 CFR 983.59].....	238
21.3. Housing Quality Standards [24 CFR § 983.101] .....	239
21.4. Housing Accessibility for Persons with Disabilities [Notice PIH 2016-17] .....	240
21.5. Inspecting Units .....	241
21.6. Rehabilitated And Newly Constructed Units [24 CFR 983.151] .....	242
21.6.1. Agreement To Enter Into HAP Contract [24 CFR 983.152 – 983.154].....	243
21.6.2. Content of the Agreement [24 CFR 983.152(d)] .....	244
21.6.2.1. Execution of the Agreement [24 CFR 983.153] .....	245
21.6.3. Conduct of Development Work.....	246
21.6.3.1. Completion of Housing and Acceptance of Units [24 CFR 983.155 – 983.156].....	247
21.7. Housing Assistance Payments (HAP) Contract.....	248
21.7.1. Term of HAP Contract [Notice PIH 2019-23] .....	249
21.7.2. Termination by PHA [24 CFR 983.205( c ) and FR Notice 1/18/17] .....	250
21.7.3. Termination by Owner [24 CFR 983.205(d)] .....	251
21.7.4. Amendments to the HAP Contract.....	252
21.7.5. Owner Responsibilities under the HAP Contract [24 CFR § 983.210] .....	253
21.7.6. Vacancy Payments [24 CFR § 983.352(b)].....	254
21.8. Selection of PBV Program Participants.....	255
21.8.1. Eligibility for PBV assistance [24 CFR § 983.251(a) and (b)] .....	256
21.8.1.1. Prohibited Rescreening of Existing Tenants upon Conversion [Notice PIH 2019-23] ..	257
21.8.1.2. Organization of the Waiting List [24 CFR § 983.251©; Notice PIH 2019-23].....	258
21.8.1.3. Selection from the Waiting List [24 CFR § 983.251( c )] .....	259
21.8.1.4. Income Targeting [24 CFR § 983.251( c )(6); Notice PIH 2019-23] .....	260
21.8.1.5. Units with Accessibility Features [24 CFR § 983.251( c )(7)].....	261
21.8.1.6. Preferences [24 CFR § 983.251(d); FR Notice 11/24/08; Notice PIH 2019-23].....	262
21.8.1.7. Offer of PBV Assistance .....	263
21.8.1.8. Owner Selection of Tenants .....	264
21.9. Occupancy .....	265
21.9.1. Lease [24 CFR § 983.256] .....	266
21.9.2. Reexaminations [PBV Quick Reference Guide 10/14] .....	269
21.9.3. Earned Income Disallowance .....	270
21.10. Moves .....	271
21.11. Rent To Owner .....	274

21.11.1. Rent Limits [24 CFR 983.301] .....	275
21.11.2. Certain Tax Credit Units [24 CFR 983.301( c )] .....	276
21.11.3. Reasonable Rent [24 CFR 983.301(e) and 983.302( c )(2)] .....	277
21.11.4. Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)] .....	278
21.11.4.1. Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)] .....	279
21.11.5. Adjusting Contract Rents [Notice PIH 2019-23; PBV Quick Reference Guide 10/14] .....	280
21.12. Payments to Owner .....	281
21.12.1. Housing Assistance Payments [24 CFR 983.351] .....	282
21.12.2. Vacancy Payments [24 CFR § 983.352] .....	283
21.12.3. Tenant Rent To Owner [24 CFR § 983.353; Notice PIH 2019-23] .....	284
21.12.4. Other Fees and Charges [24 CFR § 983.354] .....	286
<b>22. Repayment of Amounts Owed to PHA .....</b>	<b>287</b>
22.1. Standards for Repayment .....	288
22.1.1. Additional Time for Repayment and Other Exceptions .....	289
22.1.2. Owner Debts to the PHA .....	290
22.1.3. Debts Due to Misrepresentation/Non-Reporting of Information .....	291
22.1.4. Collections Actiivty .....	292
<b>23. Providing Information and Complaints .....</b>	<b>293</b>
23.1. Information to Owner .....	294
23.2. Complaints .....	295
<b>24. Owner Disapproval and Restrictions .....</b>	<b>296</b>
24.1. Transfer of Ownership .....	297
24.2. Foreclosure .....	298
<b>25. Definitions .....</b>	<b>299</b>



# 1. Overview of Voucher Program and Administrative Plan

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The Chester Housing Authority (herein, PHA) has developed a series of policies and procedures that aim to ensure that all persons working with PHA and all applicants and residents of PHA have a clear understanding of the ( a ) goals of PHA, ( b ) requirements for admission and continued occupancy, and ( c ) operations policies to ensure that all housing assisted by the PHA shall meet standards set forth by PHA and the Department of Housing and Urban Development.

HUD requires that PHA's Board of Commissioners formally adopt by the Commissioners with a resolution approving the Administrative Plan. The full policy will be posted for public review. The Administrative Plan details the operations, policies, and procedures which govern PHA's Housing Choice Voucher Program, often known as Section 8.

PHA administers the Housing Choice Voucher Program, herein referred to as "HCV". Administration of the HCV program shall comply with applicable Federal, State and local law, the HCV regulations, handbooks, and policies promulgated by HUD, and other federal laws including the Fair Housing Act (as amended), the Civil Rights Act of 1964 (as amended), Section 504 of the Rehabilitation Act of 1973 (as amended), and Section 3 of the Housing and Urban Development Act of 1968 (as amended).

This administrative plan is a guide to the policies and procedures to be used by PHA in:

1. Determining eligibility for the program,
2. Administering the program's rules and guidelines,
3. Determining when assistance should be terminated, and
4. Ensuring that all aspects of the HCV program are administered fairly to all participants.

The HCV program provides families with an opportunity to receive rental assistance and live in a community of their choice, and be ensured that their unit will be maintained to decent standards and that their landlord treats them fairly. PHA strives to express its mission of serving families and the community through the management of the HCV program by ensuring that everyone involved adheres to the standards of this policy. The following sections of this Administrative Plan will detail in each section how these aims are to be met.

In this administrative plan, tenants receiving Housing Choice Voucher assistance shall be referred to as residents, tenants, family, families, participant families, or participants – all of these terms shall be interchangeable.

Mission Statement: Our goal is to provide decent, safe, and sanitary rental housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for Housing Choice Voucher participants. In order to achieve this mission, we will:

- Recognize residents as our ultimate customer;

- Improve Chester Housing Authority (CHA) management, and service delivery efforts through effective and efficient management of CHA Housing Choice Voucher staff;
- Seek problem-solving partnerships with residents, landlords, community, and government leadership;
- Apply limited CHA resources to the effective and efficient management and operation of Housing Choice Voucher Program;
- Provide effective outreach to owners, and managing agents to secure the highest quality housing possible under the applicable Payment Standards;
- Aid in efforts to upgrade and stabilize the housing stock in the community by encouraging property owners to reinvest Housing Assistance Payments into their properties;
- Encourage an exchange between Housing Choice Voucher landlords and tenants which would normally be inhibited by non-affordability;
- Provide the opportunity for economically disadvantaged families and elderly individuals to gain entry into the private housing market by giving them parity with moderate income families competing within the same market by making them, for all intents and purposes, financially equal; and
- Administer the program in a fair and impartial manner and on an equal opportunity basis for families and staff.

*Revision: 4 — Last modified: 16 April 2024*

## 2. Purpose of Plan | Objectives

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The purpose of this Administrative Plan is to establish written policies in accordance with the United States Department of Housing and Urban Development (HUD) regulations in regard to matters which are not covered under the HUD regulations, but left to local discretion, for the HCV. The program was established under Section 8 of the United States Housing Act of 1937; the regulations that govern the programs are documented in 24 Code of Federal Regulations (CFR) Parts 5, 982, and other applicable regulations promulgated by HUD.

The goal of this Administrative Plan for the HCV Programs is to achieve six major objectives:

1. To provide improved living conditions for low income families while maintaining their rent payments at an affordable level;
2. To provide decent, safe, and sanitary housing for eligible program participants; and
3. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.[24 CFR § 982.54(d)(5)]; and
4. Comply with Title VI of the Civil Rights Act of 1964 and all other applicable Federal and State laws and regulations to insure that admission to, and occupancy of, public housing neighborhoods is conducted without regard to race, color, creed, age, sex, handicap, familial status, national origin or any other protected category; and
5. Prescribe standards and criteria for participant selection and annual re-examination of income and family composition.

In addition, this Plan advocates the following:

- Protection of the rights of owners and participants in all neighborhoods
- Protection of low-income working families assisted through the HCV Program from inflated rents.
- Provide any resident of Parish a copy of this Plan by request, and to explain how to file complaints.
- Ensure HCV Program owners meet all financial obligations to local governments
- Requires owners and participants to meet requirements of federal housing regulations and this Administrative Plan
- Facilitate the efficient management of PHA and compliance with Federal and State regulations by establishing the policy basis for management procedures, record keeping and auditing.

*Last modified: 15 April 2024*

## 2.1. Sources of Standards

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The following are the sources of the standards for PHA's standards for administering the HCV program.

1. The pertinent laws of the Federal, State, and Municipal Governments
2. The contractual agreements pertaining to the various developments and/or programs between PHA, State and/or Federal agencies, and the provisions of Title 24 as set forth in the Code of Federal Regulations.
3. Policies established by PHA's Board of Commissioners by formal resolution.
4. Directives issued by PHA's Executive Director (or designated representative).
5. Updates, Notices, and Memoranda from HUD which adjust the requirements, standards, or practices of the HCV program.

*Last modified: 15 April 2024*

## **2.2. Jurisdiction of Agency**

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PHA has jurisdiction throughout all of Wise County. PHA has no jurisdiction in other areas, including towns, counties, or other areas outside of Chester County.

*Revision: 1 — Last modified: 16 April 2024*

## 2.3. Location of Office

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PHA maintains a main office at 2678 Dawson Drive, Building 100, Chester, South Carolina 29706 where Housing Choice Voucher applicants and program participants are served. PHA may, at its sole discretion, relocate or close its offices in order to serve the participants of PHA more effectively. Therefore, the office serving a client may change and PHA will so notify the affected participants. PHA's offices shall be accessible to persons with disabilities.

*Revision: 1 — Last modified: 16 April 2024*

## **2.4. Administrative Fee Reserve**

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Federal regulations require the Board of Commissioners establish the maximum amount of Annual Contributions Contract (ACC) funds that may be charged against the administrative fee reserve without specific Board approval. However, PHA will request Board approval to access the administrative fee reserve in the ACC for awards and contracts exceeding \$100,000 per fiscal year.[24 CFR 982.54 (d)(20)]

*Last modified: 15 April 2024*

## 2.5. Local Goals

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HUD's strategic goal is to increase the availability of decent, safe, and affordable housing, and improve the quality of life in communities throughout the country. PHA's goal aligns with HUD's. PHA's long-term vision is to create positive public awareness and expand the level of family, owner and community support in accomplishing the Housing Authority's mission.

*Last modified: 15 April 2024*



## 2.6. Review of Plan

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As needed, the Executive Director under the Board's direction shall review the operations of this Plan and make changes as appropriate. Additionally, this Administrative Plan will be reviewed at least once annually to determine if updates are required either by HUD updates or requirements or if PHA's Board of Commissioners instructs updates to policies and procedures.

*Last modified: 15 April 2024*

## 2.7. Rules and Regulations

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This Administrative Plan is set forth to define PHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to HCV/Section 8 not addressed in this document are governed by Federal, or other applicable law(s). The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

*Last modified: 15 April 2024*

## 2.8. De-Concentration

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The objective of the e-concentration rule for Housing Choice Voucher tenant-based assistance is to admit no less than seventy-five percent (75%) of its new admissions to the program to families that have income at or below thirty percent (30%) of the area median income. The PHA will track the status of all new admissions monthly by utilizing income reports generated by the PHA's computer system. The goal will be tracked semi-annually. The practice will continue until the PHA achieves its goal. The PHA's Housing Choice Voucher applicant selection process, which is contained in the Housing Choice Voucher Administrative Plan, provides for no utilization of local preference to accomplish this goal.

*Last modified: 15 April 2024*

## 3. Fair Housing and Reasonable Accommodation Policy

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It is PHA's policy to comply fully with all federal, state, and county anti-discrimination laws including (but not limited to), the Fair Housing Act; Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.[24 CFR 982.54(d)(6)], Title VI of the Civil Rights Act of 1964, and all other applicable laws and regulations. PHA is committed to ensuring that all HCV participants have equal access to the program, and will encourage participants to request reasonable accommodations.

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling unit. This includes any change in the way things are customarily done that enables a person with disabilities to enjoy housing opportunities or to meet program requirements. Reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities, including both private housing and in federally assisted programs or activities.

1. Housing providers may not require persons with disabilities to pay extra fees or deposits or place any other special conditions or requirements as a condition of receiving a reasonable accommodation.
2. Reasonable accommodations also include public and common use spaces, or changes to any processes involved in fulfilling their program obligations. Please note that the ADA often refers to these types of accommodations as "modifications."
3. Not all persons with disabilities will have a need to request a reasonable accommodation. However, all persons with disabilities have a right to request or be provided a reasonable accommodation at any time.
4. Under Section 504 and the ADA, public housing agencies, other federally assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications.

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## **3.1. Compliance with ADA and Section 504**

No person shall, on the basis of race, color, sex, religion, national or ethnic origin, familial or marital status, sexual orientation, gender identity, ancestry, age, pregnancy, source of income, disability or any other protected category be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under programs operated or funded by PHA.

To further its commitment to full compliance with applicable civil rights laws, PHA will provide federal/state/local information to applicants for, and participants in, the HCV programs regarding discrimination and any recourse available to them if they believe they may be victims of discrimination.

PHA will display the Fair Housing poster at the management office and all other program offices. Upon eligibility determination, housing voucher program applicants will be provided with information pertaining to procedures to be followed if the applicant believes he/she has been discriminated against during the housing search.

*Last modified: 15 April 2024*

## **3.2. Processing Discrimination Complaints and Reasonable Accommodations**

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All applicable Fair Housing Information and Discrimination Complaint forms will be made available by PHA's Executive Director. PHA's Executive Director (or designated representative) will assist any participant family that believes they have suffered illegal discrimination by providing copies of the federal and local housing discrimination forms and the addresses of the applicable offices. Also, PHA's Executive Director (or designated representative) will facilitate conciliation of discrimination complaints upon the request of complainants, to the greatest extent feasible.

PHA will cooperate with HUD in conducting monitoring and compliance reviews and complaint investigations, pursuant to all applicable civil rights statutes and regulations, Executive Orders, and all civil rights related program requirements. [24 CFR 100.202] & [24 CFR § 982.54(d)(6)]

If a family believe they have been discriminated against on the basis of race, color, religion, sex, national origin, familial status, or disability, the family may file a discrimination complaint. The family may file a housing discrimination compliant form, HUD-903. This form will be provided in the admissions packet for all new admissions. Once a complaint has been filed, PHA must determine if a program violation occurred and implement appropriate actions to address the immediate issue, and, if warranted, correct policies and procedures which contributed to the complaint. PHA will notify the HUD Field Office of Fair Housing and Equal Opportunity.

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## 3.3. Processing Reasonable Accommodation Requests

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PHA's policies and practices attempt to provide assurances that persons with disabilities will be provided accommodation by changing policies, procedures or performing physical modifications, upon request. PHA's Executive Director (or designated representative) will determine if the accommodation is reasonable in cost and scope and applicable to the participant's needs.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

1. A physical or mental impairment that substantially limits one (1) or more of the major life activities of an individual;
2. A record of such impairment;
3. Being regarded as having such an impairment.

Once the person's status as a qualified person with a disability is confirmed, PHA will require that a professional third party to make the assessment provide written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

Individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition, unless there are underlying impairments which would persist even if drug or alcohol abuse was discontinued.

1. If PHA finds that the requested accommodation creates an undue administrative or financial burden, PHA will deny the request and/or present an alternate accommodation that will still attempt to meet the need of the person.
2. An undue administrative burden is one that requires a fundamental alteration of the essential functions of PHA (i.e., waiving a participant family obligation).
3. If the reasonable accommodation request involves a modification to an owner's property, PHA will work with the owner to determine if the modification is feasible and if the modification would create an undue financial burden.
4. PHA will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the agency's decision.

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## 3.4. Section 504 Grievance Procedure

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If the requesting individual with a disability is not satisfied with PHA's response to the individual's request(s) for an auxiliary aid or service, the individual may file a formal grievance. This grievance should be filed with PHA's Executive Director (or designated representative), and should include appropriate supporting documentation. Once the grievance has been filed to the Executive Director (or designated representative), it will be referred to another party who was not previously involved in the decision making process of the original request.

The grievance may be communicated orally or in writing [24 CFR 100.202]. However, all oral grievances must be reduced to writing and maintained in PHA's files. In addition, PHA shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time stamped.

- Within seventy-two (72) hours of receipt, PHA's Executive Director (or designated representative) will respond in writing to the individual's grievance. The response will confirm receipt and provide the name of the PHA representative who has been assigned the grievance to review.
- The Executive Director (or designated representative) will provide his/her formal decision, in writing within ten (10) business days after receipt of the grievance.
- If the individual is dissatisfied with PHA's determination, the individual may request an additional review by a member of PHA's Board of Commissioners.

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## **3.5. Translation of Documents and Plan for Language Assistance (LEP)**

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PHA is required to provide Limited English Proficiency (LEP) persons with meaningful access to the benefits, services, information, and other important portions of its programs and activities for LEP individuals and therefore comply with Title VI regulations<sup>11</sup>. Individuals whose primary language is not English can experience barriers to accessing important benefits or services, understanding and exercising important rights, and complying with applicable responsibilities.

PHA is committed to ensuring the accessibility of its programs and activities to all eligible applicants and program participants, including LEP individuals and families. PHA staff shall ensure responsible steps are taken to provide high quality customer service and meaningful access to its programs and services to all eligible LEP individuals by implementing the following activities:

1. When adult family members are LEP persons, staff will request the adult member to show the Language Identification Flashcard, created by the Census Bureau, if necessary, in order for the family to identify what language(s) they speak. PHA will identify staff or agencies fluent in any language required under the LEP guidelines, as well as American Sign Language to assist LEP applicants or tenants. For other languages, an interpreter will be contacted to assist staff in serving the participant family.
2. The primary language of all applicants and tenants will be identified in computer and tenant files to ensure appropriate resources are identified to provide assistance to LEP families, where applicable, with their appointments and interviews.
3. When the number of families speaking a non-English language exceeds five percent (5%) or 1,000 persons, whichever is less, of the number of persons eligible to be served or likely to be affected or encountered, PHA will translate vital documents into this language. Vital is defined as those documents addressing safety, participant rights, participant obligations, and communication regarding the loss of housing (i.e., eviction or program termination).
4. PHA will post signs in public places in languages known to be spoken by LEP applicants and participants to inform them help is available in their own language.
5. PHA will provide training to new and current staff at employee orientation and annually regarding their role in assisting LEP families and to disseminate current information about resources available for LEP families and how to access these resources.

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## **3.6. Effective Communication Requirements**

PHA provides all applicants and participants with effective communication through the use of appropriate aides and services, such as interpreters, transcription services, brailled materials, large print, and accessible electronic communications [24 CFR 8.6; 28 CFR 35.160-164; 28 CFR 36.303]. PHA will ensure that all applicants and participants are able to receive briefing materials in a manner that is effective for persons hearing, visual, or other disabilities.

*Last modified: 15 April 2024*

## 4. Marketing Plan

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PHA must conduct outreach as necessary to ensure that PHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted. Because HUD requires PHA to admit a specified percentage of extremely low-income families to the program, PHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV Guidebook (GB), p. 4-20 to 4-21].

PHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class, PHA's outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:
  - Submitting press releases to local newspapers, including minority newspapers
  - Developing informational materials and flyers to distribute to other agencies
  - Providing application forms to other public and private agencies that serve the low-income population
  - Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

PHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in PHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

PHA will ensure inclusion on its waiting list of all people without regard to race, national or ethnic origin, color, sex, religion, age, disability, familial status, marital status, ancestry, status as a victim of domestic violence, economic abuse, technological abuse, dating violence, sexual assault or stalking, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income.

*Revision: 1 — Last modified: 16 April 2024*

## 4.1. Outreach to Low Income Families

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Efforts will be taken to ensure outreach to the County eligible population providing information on all opportunities to apply for program assistance. In order to reach the widest eligible population, and seek to advertise to those who are least likely to apply PHA may use any of the following methods of outreach:

1. Notice to churches, synagogues, and other places of worship;
2. Notice to government offices including but not limited to libraries, unemployment offices, State Department of Children and Families, or other agencies designed to assist the low-income community;
3. Notice to agencies that assist the elderly or disabled;
4. Any other methods deemed appropriate to increase the scope of outreach for eligible applicants.

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## 4.2. Marketing Materials

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Marketing and informational materials will:

1. Comply with Fair Housing Act requirements on wording, logo, etc.;
2. Describe the application process, waiting list and preference structure accurately;
3. Use clear and easy to understand terms, and upon request PHA will distribute in more than English-language print media;
4. Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/504/ADA-adaptable units are offered to applicants who need their features;
5. Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
6. Be clear about PHA's responsibility to provide reasonable accommodations to people with disabilities.

*Last modified: 15 April 2024*

## 4.3. Outreach to Owners

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The success of the HCV program depends greatly on the partnership between property owners and PHA. PHA will perform outreach to property owners to inform owners about the benefits of the program and dispel any misconceptions about the Housing Choice Voucher program. PHA will work with local groups such as real estate brokers, community-based organizations, and other public groups of property owners to provide information about the program. PHA will seek to ensure that all information provided to the owner explains all of the program procedures, requirements, and activities in plain language.

*Last modified: 15 April 2024*

## 5. Waitlist Management

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Applications for admissions to the Housing Choice Voucher program are processed for all applicants who successfully complete an application and submit it in accordance with the steps outlined in this section. Through the management of the HCV program's waiting list, PHA aims to ensure equal treatment of all applicants and apply PHA's waitlist preferences to all eligible families.

PHA's HCV waiting list must be organized in such a manner to allow PHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this section.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Date and time of application;
- Qualification for any admission preference, if applicable (see Section 6.2.);

Applications will only be accepted when the waiting list is open; the steps for opening and closing the waiting list are detailed below. PHA's process of evaluating applicants for its voucher program is designed to ensure that all applicants are provided with an open and fair process to determine their eligibility; the following processes and steps are designed to ensure that this process remains transparent for all participants.[24 CFR § 982.54 (d)(1)]

HUD requires PHA to maintain a single waiting list for the tenant-based program unless it serves more than one County or municipality. A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

*Revision: 1 — Last modified: 16 April 2024*

## **5.1. Opening and Closing the Waitlist**

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The waitlist of PHA for the HCV program shall be run independently from the waitlist for PHA's public housing and other programs. Applicants may submit an application for both the public housing program and the HCV program, if either or both of the program's waitlist are open. However, if an applicant is admitted to either program, their other application will be voided, and their name will be removed from the waitlist. PHA may choose to close the waitlist for the Housing Choice Voucher program independently of the waitlist for Public Housing units.

*Last modified: 15 April 2024*



## 5.1.1. Timing

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1. PHA may elect to close the waitlist if there are a sufficient number of applications for either the voucher program when the estimated waiting period for housing assistance for applicants on the waiting list reaches 12 months for the most current applicants.
2. Priority on the waitlist is established by the date and time of the application and then preferences assigned by PHA.
3. The waiting list cannot be reopened until PHA publishes a public notice in local newspapers of general circulation and other suitable media outlets. PHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted.

*Last modified: 15 April 2024*

## 5.1.2. Open Registration at Designated Locations

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PHA will normally take applications from a central location, but reserves the right to establish satellite locations for application taking or to mail application to disabled persons.

Media advertisement and marketing providing notice of the opening of the waiting list will be conducted. The designated location will be accessible to people with disabilities and will be part of the notice. Application will be mailed to persons with disabilities, upon request.

*Last modified: 15 April 2024*

## **5.1.3. Submission of Applications**

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In the event that PHA decides to accept applications in person at a designated location other than the main office, PHA will make reasonable accommodations for applicants with disabilities.

Only one application for HCV is allowed per participant family. Duplicate applications will be disregarded. Applications will be screened for duplicity to ensure that the applicant or any other adult family member listed in the application has not submitted another application.

If an applicant is determined ineligible, the applicant is entitled to an informal review; which will be performed by the Executive Director (or designated representative).

*Last modified: 15 April 2024*

## 6. Waitlist Placement

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PHA will determine the number of applications to be selected on the waiting list based on historical data. The waiting list number represents the number of applications that need to be reviewed in order to result in the issuing of enough vouchers to absorb all underlying funding within a 12 to 18-month period. After that, subject to the Board of County Commissioners' approval, the list will be reopened. PHA will select applicants to be placed on the waiting list via an electronic drawing and random selection process. The applicants will be placed on the waiting list in order of the assigned numbers and according to PHA admission preference(s) described in this section.

Those families not selected from the pool of applications for placement on the waiting list will be notified that they were not selected, informing that they may apply the next time PHA's waiting list is open.

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility, in accordance with this chapter, will be made when the family is selected from the waiting list.

The electronic drawing and random selection process shall be implemented by a recognized software development company that has designed an application software solution for the random selection of applicants to the waiting list. The selected applicants will be assigned a randomly selected number. The applicants will be placed on the waiting list in order of the assigned numbers and according to PHA preference(s) described in this chapter.

PHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in federal regulations [24 CFR § 982.206(b)(2)]. Where the family is determined to be ineligible, PHA must notify the family in writing [24 CFR § 982.201(f)].

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR § 982.202©].

*Revision: 1 — Last modified: 16 April 2024*

## 6.1. Movement on the Waitlist

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Each applicant moves up the waiting list in sequence, based upon:

1. Date and Time of Application
2. Eligible Preferences
3. Type and size of unit required

When an applicant reaches the top of the list for the voucher program, the applicant's information will be verified, including any local preference request, so that the applicant may be certified eligible to receive benefits. Applicants failing to provide verification of local preference will not be eligible for said preference and will be restored to the general waiting list. Applicants determined ineligible for local preference will be promptly notified of their change in status.

Applicants determined ineligible will be promptly notified of their ineligibility and the reason for the determination and shall be provided an opportunity for an informal review if requested within ten (10) days of the notice.

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## 6.1.1. Split Participant Families Prior to Voucher Issuance

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When a participant family on the waiting list splits into two (2) 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 application cannot be split into two separate applications. The family on the application will be modified to remove one of the adult members as the Head of Household.

PHA will make the decision, taking into consideration the following factors:

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

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 PHA. Documentation may include notarized statements from the applicant confirmed.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "domestic violence" preference. PHA will require evidence that the participant family has been displaced as a result of fleeing violence in the home. Participant families are also eligible for this preference if there is proof that the participant family is currently living in a situation where they are being subjected to or victimized by violence in the home.

*Last modified: 15 April 2024*

## 6.1.2. Multiple Families in the Same Household

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When families which consist of two (2) families living together (such as a mother and father and a daughter with her own husband or children) apply, if they apply as a participant family unit, they will be treated as a family unit.

*Last modified: 15 April 2024*

## 6.1.3. Joint Custody of Children

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Children who are subject to a joint custody agreement but live with one (1) parent at least fifty percent (50%) of the time, will be considered members of the household.

1. "Fifty percent (50%) of the time" is defined as one hundred eighty-three (178) days of the year, which do not have to run consecutively.
2. There will be a self-certification required of families who claim joint custody or temporary guardianship.
3. 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.

*Last modified: 15 April 2024*



## **6.1.4. Removal of Members for Applicants**

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Any adult family member including the head of household requesting to be removed from the family composition must provide a notarized statement agreeing to the removal. PHA, at its discretion, may request additional documentation (i.e., divorce decree, legal separation, proof of change of address, or other documentation) to verify the permanent relocation of the family member requesting removal. If the adult family member is unable to provide the notarized statement agreeing to removal from the lease, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and provide supporting documentation, if available (e.g., death certificate, jail order).

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## 6.2. Updating the Waitlist

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To ensure that the PHA's waiting list reflects the most current applicant information, the waiting list will be updated and purged annually.

PHA will ask families for current information and confirmation of continued interest. Families that do not respond may be withdrawn from the Waiting List. The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to PHA's request for information or updates, and PHA determines that the family did not respond because of the family member's disability, PHA must reinstate the applicant family to their former position on the waiting list [24 CFR § 982.204©(2)].

The waiting list and its associated preferences will be updated as necessary to ensure that applicant information is current. If a new preference is adopted, families on the waiting list will be given the opportunity to select and update their application with such preference.

To update the waiting list, PHA will send notification to the families on the waiting list through postal mail or electronic mail to determine whether the family continues to be interested in the program. The request may be sent to all families on the list or those who may be reasonably expected to be selected within the next 12 months. The update request will provide the method in which the family must respond in, a deadline by which the family must respond, and will state that failure to respond may result in the application being removed from the waiting list.

Families will be provided at least 10 calendar days to respond to PHA in accordance with the requirements outlined in the notice. If the family fails to respond within the provided deadline, the family will be removed from the waiting list and will be provided a final notice of withdraw.

*Last modified: 15 April 2024*

## 6.3. Waitlist Preferences

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PHA has established several preferences that will dictate placement on the waitlist for HCV applicants. Each applicant will be placed on the waitlist in accordance with the date/ time placement and then preferences shall be applied to move applicants ahead of other eligible families if they can conclusively verify their eligibility for the following preferences.

These preferences shall be ranked in the order listed below; a family who is eligible for multiple preferences shall be ranked solely on the preference highest in the order listed below. Applicants with equal number of qualifying preferences shall be ranked by date and time of their application. PHA will maintain a clear audit trail of the preference placement decisions.

*Last modified: 15 April 2024*

## 6.3.1. Primary Preference: Internal Housing Transfers

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Any person currently residing in low-income housing who PHA determines shall be transferred to the Voucher Program for reasons including, but not limited to the following reasons:

1. Reasonable accommodation,
2. The safety and security of the participant family,
3. Domestic abuse/VAWA
4. Witness protection,
5. Overcrowding of a unit; Under-Utilization
6. Landlord refuses to make necessary repairs
7. Or any other good cause.

*Last modified: 15 April 2024*

## 6.3.2. Local Area Preference

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Families who are local area residents (no P.O. Boxes will be accepted without a specific street address in the County) shall be given preference for admissions to the program. If an applicant can show that they have been a resident of the County, they will be eligible for this preference.

Proof of residency can include:

1. Proof of ownership of real estate,
2. A lease executed for a county address of more than six months prior to the date of application,
3. Utility bills from the address from six months or more,
4. Signed and dated letter from official source of County including but not limited to: police officials, school officials, or building officials.
5. Other forms of verification will be considered but are subject to review and approval by PHA staff.

Applicants who have a lease of less than six months prior to application will be re- evaluated once the participant family has reached the threshold of six months of residency in Parish.

*Last modified: 15 April 2024*

## **6.3.3. Working Family Preference**

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PHA shall provide a preference for any family is actively employed. This preference defines a “working family” as any family with at least one working adult member; if there are other members of the family who are adults and not currently employed, the family will still be eligible for this preference. If applicants are not working when they initially apply for HCV, but change working status, they can provide proof of employment to PHA to have their placement on the waitlist updated. This preference shall be provided to all working applicants and will include elderly and disabled applicants.

*Last modified: 15 April 2024*

## 6.4. Initial Determination of Preference Eligibility

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At the time of application, an applicant's certification that they qualify for a preference once their eligibility for the preference will be verified by PHA. When the participant family is selected from the waiting list for the final determination of eligibility, the preference verification will be updated and re-reviewed.

1. Preferences for internal transfers do not require verification.
2. If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the local preference and given an opportunity for a hearing.
3. At the time of final determination of eligibility, an applicant's eligibility for any and all preferences will be verified and reviewed. If they are no longer eligible for a preference, they will be re-positioned on the waitlist without the consideration of a preference.
4. An applicant will not be granted any local preference if any member of the family has been evicted from housing assisted under a 1937 Housing Act program during the past five (5) years because of drug-related activity.
5. If an applicant makes a false statement in order to qualify for any waitlist preference, PHA will deny admission to the program for the family.

Applicants who claim a preference and subsequently denied of their request for a preference will be informed in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal hearing. If the preference denial is upheld as a result of the hearing, or the applicant does not request a hearing, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

*Last modified: 15 April 2024*

## 6.5. Processing Applications for Final Determination

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Once a HCV is available for an applicant, PHA will review applications at the top of the waitlist. This will start with a letter sent to the application providing a scheduled appointment to review their application and determine what information needs to be updated.

1. All applicants are responsible for updating PHA regarding changes of address and other contact information.
2. If an applicant does not respond to notices of scheduled appointments or PHA correspondence requiring information, the applicant's name will be removed from the waiting list.
3. If removed from the waiting list, applicants will have a right to request an informal review.
4. Applicants who have removed a member from the application due to divorce or separation, the remaining applicant shall be considered the head of household. If disputed, PHA shall follow the standards set forth in Section 6.1.1.
5. If the head of household deceases prior to or during the application process, one of the remaining adult family members on the application will automatically become the head of household provided such person meets all eligibility requirements.
6. In circumstances where there is more than one (1) surviving adult family member, the participant family shall determine which surviving family member should be head of household as long as they are part of the original application.
7. If the head of household is deceased and the remaining family members are minors, the person granted legal custody of such children will become the head of household and is entitled to the original application and ranking number, provided such person meets all eligibility requirements.

*Last modified: 15 April 2024*



## 7. Eligibility for Admissions

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Placement on the waitlist does not indicate that the applicant is eligible for admission. A final determination of eligibility will be made when the applicant is selected for interview from the waiting list. It is PHA's policy to admit into its housing programs only qualified applicants.

To be eligible for the HCV program:

- The applicant family must:
  - Qualify as a family as defined by HUD and the PHA.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of family members.
  - Provide social security number information for household members as required.
- Consent to the PHA's collection and use of family information as provided for in PHA provided consent forms.

### **Enterprise Income Verification (EIV) At Time of Admission**

Prior to admission the PHA must conduct former tenant search for all adult family members 18 years of age or older. PHA will conduct an existing tenant search for all household members.

If the EIV information shows that a family or household member was a former PHA tenant, moved from another housing authority or program leaving a debt, or was terminated for adverse reason(s), the family will be responsible for clearing the debt or at least entering into a repayment agreement, or termination information, within up to 45 calendar days. Assistance will be denied if the family cannot or does not provide proof of debt cancellation or signed repayment agreement, or reversal of the termination prior to the expiration of the 45 calendar days.

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## 7.1. Income Targeting

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Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size. In order to be income eligible, an applicant family must be one of the following:

- A very low-income family
- A low-income family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR § 982.4]
  - A low-income or moderate-income family that is displaced because of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR § 248.101
  - HUD permits PHA to establish additional categories of low-income families that may be determined eligible. The additional categories must be consistent with PHA’s plan and the consolidated plans for local governments within PHA’s jurisdiction.

### **Using Income Limits for Targeting [24 CFR § 982.201]**

At least 75 percent of the families admitted to PHA’s program during PHA’s fiscal year must be extremely low-income families while 25 percent may include low-income families at 50 and/or 80 percent of the median income for an area. HUD may approve exceptions to this requirement if PHA demonstrates that it has made all required efforts but has been unable to attract an adequate number of qualified extremely low-income families.

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not counted for income targeting purposes.

PHA will monitor progress in meeting the income targeting requirement throughout the fiscal year.

*Revision: 1 — Last modified: 16 April 2024*

## 7.2. Signing Consent Forms

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In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms (HUD form 9886, Authorization for the Release of Information/Privacy Act Notice, the form HUD-52675 Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed).

The consent form must contain, at a minimum, the following:

1. A provision authorizing HUD or PHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
2. A provision authorizing HUD to request income information from the IRS, the Department of Human Services, and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
3. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

Family members who turn 18 years of age between annual reexamination will need to sign Form HUD 9886.

PHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 82.552(b)(3)].

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## 7.3. Student Status Requirements

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A full or part-time student at an institution of higher education is not eligible for the program if they also meet the following criteria:

1. is under the age of 24
2. is not a veteran of the U.S. military
3. is unmarried
4. has no dependent children
5. is not a person with a disability; and
6. Is not otherwise eligible, or has parents who, individually or jointly, are not income eligible for the program.

*Last modified: 15 April 2024*

## 7.4. Citizenship Requirements

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In order to determine the participant's eligibility for full assistance or prorated assistance, PHA is required to determine the citizenship and/or immigration status of each individual family member, unless they do not contend that they have eligible immigration status.

To be eligible to receive housing assistance at least one family member must be either a citizen, a national of the United States, or have eligible immigration status. A "mixed family" includes ineligible non-citizens and may be eligible for prorated assistance. Details of the requirements are described below:

1. Acceptable documentation of eligible citizenship status is one of the following documents:
  - a. U.S. Passport (unexpired)
  - b. U.S. Birth Certificate
  - c. Certificate of Citizenship
  - d. Naturalization Certificate
  - e. Voter's Registration
2. A non-citizen must have permanent residence, refugee, or asylum status to be eligible for assistance. Acceptable document of eligible immigration status for non-citizens is one of the following documents:
  - a. Permanent residents: Permanent Resident Card (Form I-551), also known as the "Green Card."
  - b. Asylees: Asylum Approval Notice and Employment Authorization Document (EAD), or Arrival-Departure Record (Form I-94), along with government-issued ID card with photo.
  - c. Refugees: Refugee Approval Notice and Employment Authorization Document (EAD).
  - d. Non-citizens sixty-two (62) years of age and older receiving assistance under a covered program on September 30, 1996 or applying for assistance after that date; Signed declaration of eligible immigration status and proof of age.
  - e. All Documents must be current and unexpired.
3. Declaration of Ineligible Immigration Status: An individual may contend not to have eligible immigration status. The family must identify in writing which family member does not contend to have eligible immigration status.
4. A single member household without eligible citizenship or immigration status is not eligible for assistance and may not be admitted into the program.
5. Mixed Family: As long as one family member is either a citizen or eligible noncitizen, the family may qualify as a "mixed family" and the housing assistance must be prorated based on the family members who are either citizens or eligible immigrants, which means they will pay a higher rent than they would if all family members were either citizens or eligible [24 CFR 5.508]
6. A mixed family is composed of both eligible and ineligible members. A mixed family may be qualified for continued assistance if it meets all of the following conditions:
  - a. The family was receiving assistance under a Section 214 covered program on June 19, 1995, which is when the Non-citizens rule became effective.
  - b. The head of household, spouse, or co-head has eligible immigration status [24 CFR 5.506].
  - c. The family does not include any person without eligible immigration status other than the head of household, spouse, co-head, and parents or children of the head, spouse, or co-head. A family granted continued assistance before November 29, 1996, is entitled to receive non-prorated assistance. A family granted assistance after November 29, 1996, must receive prorated assistance [(24 CFR 5.518(a) (2))].

7. When PHA requests documentation proving citizenship or eligible immigration status, it must be provided to PHA within ten (10) business days. PHA may extend the submission period, however, it shall not exceed thirty (30) days.
  - a. Any participant family members coded as eligible non-citizens are required to submit evidence of changes in eligible immigration status while being continuously assisted under the program.
  - b. PHA shall verify with INS through primary, and if necessary, secondary verifications of documentary evidence submitted by the family to determine the eligibility of each family member. The INS SAVE system provides access to names, file numbers, and admission numbers of non-citizens.
  - c. Once the applicant or participant has submitted the documents of eligibility; PHA may not deny, delay, or terminate assistance solely on the basis that the primary or secondary verification of the immigration documents has not been completed.
  - d. In circumstances where INS has not verified eligibility, the family will be provided with a written notice that shall include:
    8. That the family has a right to request an appeal to INS of the results of the verification of immigration status.
    9. That the participant family has the right to request an informal hearing with PHA upon completion of the INS appeal .
    10. That housing assistance may not be denied or terminated until the conclusion of the INS or PHA appeal process; and
    11. Notification of the type of assistance for which the family may be eligible (continued assistance, temporary deferral of assistance or pro-ration of assistance).

*Last modified: 15 April 2024*

## 7.5. Social Security Number Disclosure

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All members of the participant family, except those that do not contend they have eligible immigration status, must provide appropriate documentation of his or her Social Security Number (SSN) before the household is admitted into the program. [24 CFR 5.216 & PIH 2018-24]

1. Subsequent Disclosure: When an additional household member is added to the household, including a newborn or live-in aide, a complete and accurate SSN for each new member must be provided and verification provided at the time of the request or at the time of processing the interim reexamination or recertification of family composition that includes the new member, unless the member of the household does not contend that they have eligible immigration status. If the additional household member has no SSN, a SSN must be applied for and documentation submitted at the time of the request to add the child to the household.
2. Exemptions: Existing program participants, who as of January 31, 2010, were 62 years of age or older (born on or before January 31, 1948). If social security number disclosure or verification is not possible for these residents, they shall be considered exempt from this requirement. This exemption continues even if the individual moves to a new public housing assisted unit.
3. Verification of SSNs: Applicants and participants must submit one of the following documents to confirm their SSN:
  - a. An original SSN card issued by SSA;
  - b. An original SSA-issued document, which contains the name and SSN of the individual; or
  - c. An original document issued by a Federal, State, or local government agency, which contains the name and SSN of the individual.
4. Rejection of Documentation: PHA may reject documentation of the SSN provided by the applicant or participant for only the following reasons:
  - a. The document is not an original document; or
  - b. The original document has been altered, mutilated, or is not legible; or
  - c. The document appears to be a forged document (i.e., does not appear to be authentic).
  - d. PHA will disclose the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to PHA within a specified time frame.
5. Referral sources for applicants and participants who need to request a SS card or obtain information: [www.socialsecurity.gov](http://www.socialsecurity.gov) or 800-772-1213.
6. Time frame to submit documents to confirm the SSN.
  - a. Applicants: If at the time of eligibility, the documents to verify the SSN for each family member cannot be submitted and the applicant is otherwise eligible, the applicant may retain his or her place on the waiting list for the program but cannot become a program participant until the required documents to confirm the SSN is provided. Applicants may be given up to 60 days, or 120 days for applicants 62 years or older, to submit documents confirming each household member's SSN.
  - b. Program Participants: Next annual or interim reexamination or within 90 days of request date, or 120 days for participants 62 years or older.
  - c. Additional Time: PHA may grant additional time up to 90 days, only if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements.

7. Penalties for failing to disclose and verify SSN:
  - a. Applicants: PHA must deny the eligibility of an applicant if the applicant does not meet the applicable SSN disclosure, documentation and verification requirements by the time eligibility is determined or within the period of time established by PHA to provide documentation
  - b. Program participants: PHA must terminate the HCV assistance of a participant if the participant does not meet the applicable SSN disclosure, documentation and verification requirements.

*Last modified: 15 April 2024*



## 7.6. Verification of Legal Identity

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In order to prevent program abuse, PHA requires 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.

1. Certificate of birth or naturalization papers;
2. Church-issued baptismal certificate;
3. Current valid driver's license;
4. U.S. military discharge (DD 214);
5. U.S. passport;
6. Voter's registration;
7. Company / agency identification card;
8. Department of Motor Vehicles identification card;
9. Hospital records.

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

1. Certificate of birth;
2. Adoption papers;
3. Custody agreement;
4. Health and Human Services ID;
5. School records.

If none of these documents can be provided, a third party who knows the person may, at PHA's discretion, provide a certification.

*Last modified: 15 April 2024*

## 7.6.1. Verification of Marital Status

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The following are verifications considered for Marital Status:

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

*Revision: 1 — Last modified: 16 April 2024*

## 7.6.2. Familial Relationships

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Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. The following verifications will always be required if applicable:

1. Verification of relationship;
2. Official identification showing names;
3. Birth certificates;
4. Baptismal certificates.
5. Verification of guardianship is:
6. Court-ordered assignment;
7. Affidavit of parent;
8. Verification from social service agency;
9. School records.

*Last modified: 15 April 2024*

## 7.6.3. Verification of Disability

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Verification of disability must be one or more of the following:

1. Receipt of SSI or SSA disability payments under Section 223 or the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. 6001[ 7 ].
2. Verification by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format. Specific information about the nature of the disability shall not be requested.

*Revision: 1 — Last modified: 16 April 2024*

## 7.6.4. Other Criteria For Admissions

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- Eviction: A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease within the past seven (7) years.
- A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by PHA, including Form HUD-9886.
- PHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:
  - The family must not have violated any family obligation during a previous participation in the HCV program prior to final eligibility determination.
  - The family must pay any outstanding debt owed the PHA or another PHA as a result of prior participation in any federal housing prior to acceptance in full prior to receiving assistance again.
  - The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred before PHA will allow participation in its HCV program.
- PHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy in the section of the policy that deals with terminations.
- If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, PHA will deny assistance and may refer the family file / record to the proper authorities for appropriate disposition.

*Last modified: 15 April 2024*

## 7.7. Asset Eligibility

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Effective January 1, 2024, PHA will deny applicant families when:

1. Net family assets exceed \$100,000 (adjusted annually by HUD for inflation); and/or
2. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the state of locality in which the property is located) that is suitable for occupancy by the family as a residence.

*Last modified: 15 April 2024*

## 7.7.1. Real Property Ownership

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PHA will determine whether a family has present ownership in real property for the purposes of determining whether the family is compliant with the asset limitation provision.

1. If a family declares present ownership in real property, PHAs will seek third-party verification of the following, as applicable:
  - a. Whether or not the family has the legal right to reside in the property;and
  - b. Whether or not the family has the effective legal authority to sell the property; and
  - c. Whether or not the property is suitable for occupancy by the family as a residence

*Last modified: 15 April 2024*

## **7.7.1.1. Real Property Ownership Exceptions**

Applicants aren't eligible for assistance and current participants aren't eligible for continued participation when the family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:

1. Any property for which the family is receiving assistance under 24 CFR 982.620 (HCV leasing manufactured home); or under the Homeownership Option in 24 CFR part 982 (HCV);
2. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
3. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking; or
4. Any family that is offering such property for sale.

*Last modified: 15 April 2024*



## **7.7.1.1.1. Real Property Suitability**

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A property will be considered “suitable for occupancy” unless the family demonstrates that it:

1. Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
2. Is not sufficient for the size of the family;
3. Is geographically located so as to be a hardship for the family ( e.g., the distance or commuting time between the property and the family’s place of work or school would be a hardship to the family); – the PHA has determined that more than a thirty-minute commute one-way shall be considered a hardship under this exception.
4. Is not safe to reside in because of the physical condition of the property ( e.g., property’s physical condition poses a risk to the family’s health and safety and the condition of the property cannot be easily remedied); or
5. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

*Revision: 4 — Last modified: 16 April 2024*

## 7.8. Income Eligibility

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All applicants will be required to report any and all household income at the time of application and at admissions (information will have to be re-verified if the application is more than 120 days at admissions) [24 CFR 982.201 (e)].

1. Household income includes current and projected wages, pension income, Temporary Aide for Needy Families (TANF), Child Support, Cash Contributions, as well as any other form of income that is received by the family in the form of contribution other than directly in the form of groceries. Failure to disclose all income sources may be considered fraud, which will result in a denial of the application.
2. Income from Assets: Households will also be required to report any and all asset holdings, including assets disposed of in the previous two year, and any income derived from the assets shall be considered income, holdings of assets in excess of \$50,000.00 shall be imputed with the HUD-approved established passbook rate to determine the income from asset when actual income on the asset(s) cannot be determined.
3. All households must meet HUD's income limits at admissions.
4. Applicant household income will be verified at the time of initial application and at final determination. If an applicant is not income eligible at the time of initial application, their application will be denied. If an initially eligible applicant becomes ineligible, their application will be denied.
5. HUD's income limits at admissions at established at the Low-Income Limit, which is 80% of the Area Median Income for the area, as updated annually by HUD.

*Revision: 1 — Last modified: 16 April 2024*

## 7.9. Ability to Pay Rent

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All applicants will be reviewed to determine if their household income provides them with an ability to pay their rent and other household expenses. At admissions, all applicants will have a consumer credit report issued to determine if the household will be able to make payments to the landlord and public utility companies.

The ability to pay rent to the landlord, as well as other common expenses such as utilities (electric, gas, oil, etc.) and common household bills (telephone, internet, cable, clothing, etc.) is integral to a household's success in the HCV program. Therefore, the following areas will be reviewed for all applicants:

1. Consumer Credit Report
2. Ability to pay landlord's required Security Deposit at admissions
3. History of late or delinquent payments to landlords and utility companies
4. The following guidelines will be used to determine if the above verified items are within the acceptable guidelines for PHA:
  - a. Consumer Credit Report
  - b. Applicants with a history of chronic late payments to any vendor shall be deemed to have an insufficient ability to pay rent.
  - c. Applicants with a history of accounts that were closed by the creditor within the last 3 years shall be deemed to have an insufficient ability to pay rent
  - d. Ability to pay the landlord's security deposit at move in. Applicants who cannot demonstrate the ability to pay the landlord's security deposit with their established recurring income shall be deemed to have an insufficient ability to pay rent (a one- time contribution to the household to pay the security deposit shall be accepted only for disabled or elderly families).
  - e. History of late or delinquent payments to landlords and utility companies.
  - f. If the consumer credit report or other verification of rental history or payment history shows a pattern of lateness (more than three times in one year) or any evictions or termination of service of utilizes the family will be deemed to not have an appropriate ability to pay rent.
  - g. Applicants who show a debt to income ratio of 50% or more will be denied admissions unless the applicant can provide documentation of debt management through a credit counseling center.

*Last modified: 15 April 2024*

## 7.10. Application Updates and Notice of Change of Address

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Applicants can be rejected and removed from the waiting list if at any time while on the waiting list if the applicant fails to:

1. Provide documentation as requested by PHA.
2. Meet PHA officials at a specific time and place.
3. Provide and updated address and contact information. PHA will request all of the above in writing and will notify all applicants that they have been rejected if they fail to respond within the specific guidelines provided.
4. Mail sent to the applicant is returned by Postal Service.

While on the waitlist, the applicant should report changes to PHA that may effect their eligibility or placement on the waitlist. This includes:

1. Eligibility for Waitlist Preference(s)
2. Changes in Income
3. Changes in Family Composition

*Last modified: 15 April 2024*

## **8. Changes to Family Composition**

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Families are not required to move from an assisted unit when there is a change in family composition that results in the number of bedrooms in the unit exceeding the number of bedrooms for which the family is eligible. Instead PHA will reduce the subsidy standard to conform with PHA's policies and also reduce the payment standard accordingly at the family's next annual recertification after the change in family composition [PIH Housing Choice Voucher Section 4.1; July 2019].

*Last modified: 15 April 2024*

## 8.1. Additions to the Family

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Requests for additions to the family composition are to be made in writing by the head of household, and must be made prior to the proposed addition moving into the unit or final determination of eligibility. Approval of requests for additions to the household may be determined on availability of different voucher unit sizes (if applicable) and over-crowding (if applicable), and are restricted to:

- Spouses, co-heads, or domestic partners, children born to, adopted, or otherwise granted custody by operation of law, including foster children.
- PHA will require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor in the family composition.
- Addition of minors may also be permitted for families in which one (1) or more children live with the designee of the parent or legal custodian, with the parent or custodian's written consent. Documentation can include but is not limited to court documents, pre-need guardian, school records, other state and federal public assistance documentation, or power of attorney.
- Immediate relatives (sons, daughters, brothers, sisters, parents, grandparents and grandchildren), may be added for humanitarian and extraordinary reasons, including reasonable accommodation for a family member on a case-by-case basis and approved by the division director or designee.

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## **8.2. Addition of a Live in Aide**

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PHA will consider approval of a written request for a live-in aide as a reasonable accommodation upon written verification by a knowledgeable professional that the elderly, near elderly or disabled person requires the services of a live-in aide. Please see section 12.1.7 for the definition of a live-in aide.

*Last modified: 15 April 2024*

## 8.3. Removal of Persons from a Participant Family

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Any adult family member, including the head of household, requesting to be removed from the family composition, must provide a notarized statement agreeing to the removal, signed by the adult family member and the head of household. The notarized statement must be accompanied by two (2) pieces of supporting documentation showing that the family member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but not limited to, a copy of the dwelling lease agreement and official mail properly dated and showing the new address. PHA, at its discretion, may request additional documentation to verify the permanent relocation of the family member requesting removal.

If the adult family member is unable to provide the notarized statement agreeing to removal from the household, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and provide supporting documentation, if available (e.g. death certificate, jail order).

*Last modified: 15 April 2024*



## 9. Denial of Assistance

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PHA's criteria for admissions into the Housing Choice Voucher program aim to ensure that once the applicants are placed into the program, that they will be successful participants and residents. As such, PHA will seek to find applicants who can show that they do not have negative history of criminal activity, negative rental history, poor credit, and other indicators which indicate that the applicant would not be a successful participant in the HCV program.

After reviewing the information provided by applicants for admission to the HCV program, PHA may deny assistance to applicants based upon one or more of the following areas of review [24 CFR 982.54(d)(22)]:

*Last modified: 15 April 2024*

## 9.1. Asset Limitation

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Effective January 1, 2024, PHA will deny applicant families when:

1. Net family assets exceed \$100,000 (adjusted annually by HUD for inflation); and/or
2. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the state of locality in which the property is located) that is suitable for occupancy by the family as a residence.

*Last modified: 15 April 2024*

## **9.2. Eviction or Termination from Federally Assisted Housing**

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PHA shall deny assistance if any family member has been evicted from subsidized or unsubsidized housing, or if a public housing agency (PHA) has ever terminated assistance.

*Last modified: 15 April 2024*

## **9.3. Monies Owed to Housing Agencies**

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Assistance will be denied in the following circumstances unless the family can provide proof of debt cancellation or reversal of the adverse termination within ten (10) days of notice.

1. If the applicant or any member of the applicant family currently owes rent or other amounts to PHA or any other housing agency in connection with Section 8 or public housing assistance under the 1937 Act, or any applicant who previously lived in public housing or an assisted unit and vacated leaving an unpaid balance, will not be offered assistance until the outstanding balance is paid in full.
2. If the applicant or any member of the applicant family has not reimbursed any housing authority 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.
3. If the applicant or any member of the applicant family breaches an agreement with any housing agency to pay amounts owed to the housing agency, or amounts paid to an owner by the housing agency.

*Last modified: 15 April 2024*

## 9.4. Abusive Behavior

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If the applicant or any member of the applicant family has engaged in or threatened abusive or violent behavior toward PHA personnel within five (5) years of eligibility determination, their application will be denied. Applicants being denied housing for abusive behavior must be reviewed and approved by the Executive Director (or designated representative).

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## 9.5. Credit History

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Each applicant will have a consumer credit report run at the time of admissions. Applicants with any of the following will be considered ineligible, as these elements on their credit report will be considered as a hindrance to the applicant's ability to pay rent and utilities:

1. Debt to Income Ratio: if the household's debt to income ratio exceeds 50% of the household gross income, then the household will be considered to be ineligible.
2. Household Utilities: if the household has a history of non-payment with utility companies, such as Electric, Gas, Propane, Oil, Water, Sewer, etc., then the applicant will not be eligible for assistance.
3. Household Credit History: If the credit report reveals any instances of revolving or other credit that were defaulted on in the last three years, then the household will be considered to be ineligible.
4. Ability to Pay Rent: Any household who is deemed to not have appropriate ability to pay rent shall be deemed to be ineligible.

*Last modified: 15 April 2024*

## 9.6. Criminal Activity

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PHA may deny admission when the screening process shows a pattern or prior history of engaging in drug or criminal activities. PHA must notify the household of the proposed rejection, the reason for the denial of admission, and provide an opportunity to dispute the accuracy and relevance of the record. If the denial is because of criminal background, PHA must provide the household member with copy of the criminal records, upon request. Criminal records for minors available to PHA by operation of law will be released to the head of household, parent or legal guardian of the minor, upon request. Criminal records will be obtained by one or more of the following: City, State and or FBI/Federal police check.

PHA may propose to deny assistance in the following instances whether the person had been arrested or convicted.

1. Ten (10) years from date of arrest for criminal activities under the One Strike Policy:
  - a. Drug-related criminal activity, including but not limited to, eviction or termination from federally assisted housing.
  - b. Violent criminal activities shall include any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage with the exception of violent criminal activity.
  - c. Non-violent criminal activities that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Examples are crimes that involve disturbing the peace, crimes against the property such as burglary, larceny and robbery, and crimes that impose a financial cost such as vandalism, bribery and fraud, including fraud in connection with federally assisted housing.
2. Alcohol abuse or pattern of abuse, if PHA has reasonable cause to believe that the person's abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. A "pattern of abuse" is defined as more than one (1) incident during the previous thirty-six (36) months).
  - a. In determining denial of assistance related to drug or alcohol abuse, PHA must take into consideration:
    - i. Evidence of drug or alcohol rehabilitation, as indicated under mitigating circumstances below, and if the drug or alcohol abuse is related to a disability, as determined by PHA's Executive Director (of designated representative).
3. Five (5) Years for Other Non-criminal Activities
  - a. Inability to comply with the lease terms (e.g., record of disturbance of neighbors, destruction of property, living and housekeeping habits) that may adversely affect the health, safety or welfare of other tenants or cause damage to the unit or property.
4. Any household member subject to a lifetime registration requirement under a state lifetime sex offender registration.
5. The production or manufacture of methamphetamine on the premises of a federally assisted housing.

*Last modified: 15 April 2024*

## 9.7. Rental History

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PHA will require that all applicants provide at least five (5) years of rental history from prior landlords. PHA will verify directly with the landlord (or other verifier) about the history of the applicant as a tenant with the landlord. PHA will verify:

1. Applicant's history of rental payments;
2. Applicant's history of maintaining the dwelling unit;
3. Applicant's history of behavior with other tenants and in the community (if known).

PHA will not negatively consider applicants who:

1. Have never rented an apartment or other dwelling unit;
2. Have owned housing in the past 5-10 years and therefore have no rental history;
3. Have lived with family (or other similar) members and have no history of leased housing.

*Last modified: 15 April 2024*



## **9.8. Permanently Ineligible for Housing**

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PHA will deny assistance for the following:

1. Methamphetamine manufacturers on premises of federally assisted housing.
2. Sex offenders subject to a lifetime registration under a state sex offender registration program.
3. Violent-related, including but not limited to murder, arson, aggravated battery and sex-related crimes not subject to lifetime registration under a state sex offender registration program.

In searching for sex offenders, PHA will perform background checks in the state and nationwide, if necessary, as found in the State Law Enforcement website(s) and/or FBI.

*Revision: 3 — Last modified: 16 April 2024*

## 9.9. Applicants Claiming Mitigating Circumstances for Criminal History

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If negative criminal history information is received about an applicant, PHA shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable. Providing documentation of mitigating circumstances as described below is the responsibility of the family; it is incumbent upon the family to provide documentation.

Mitigating circumstances are facts relating to the applicant's criminal history, that, when verified, indicate:

1. The reason for the unsuitable criminal history or behavior; and
2. The reason for the unsuitable criminal history or behavior is no longer in effect or is under control, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

In its decision to deny assistance, PHA may consider the seriousness of the case, and the effect of denial of assistance on other family members who were not involved in the action or failure to act. PHA, if it admits such a family to the program, may impose as a condition of assistance, the requirement that family members who participated in or were culpable for the action or failure to act will not reside in the assisted unit, upon approval of PHA or the hearing officer.

If the applicant asserts that mitigating circumstances relate to a disability, medical condition or treatment, PHA shall evaluate the evidence and verify the mitigating circumstance. PHA shall also have the right to request further information to verify the mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation which will be used by PHA as the source document to process reasonable accommodation requests for persons with disabilities.

*Last modified: 15 April 2024*

## **9.10. Request to Deny or Terminate Assistance from a One-Strike Violation**

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If PHA is made aware of any criminal activity of the participant family, on or off the premises, the family shall be recommended for denial of assistance from the program. HUD regulations specifically provide that termination of assistance for criminal activity must be based on a “preponderance of the evidence” that the tenant, or other household member, or guest engaged in such activity. Although a record of arrest(s) may not be used to deny a housing opportunity, PHA may make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates that the individual is not suitable for participation. The conduct, not the arrest, is what is relevant for admissions and tenancy decisions.

Participant families may not resolve criminal activity violations by removing the offending member of the family. Families with criminal activity as outlined above will be recommended for denial/termination of assistance.

*Last modified: 15 April 2024*

## **9.11. Prior Criminal History**

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In cases of multiple prior charges of one or more family members where the disposition of the cases was dropped, nolle prosequere, no action, not guilty, acquitted, dismissed or not prosecuted by the court or State Attorney's Office, PHA may take both the family and individual family member's history and/or outcome into consideration at arriving at a final determination whether to deny assistance.

*Last modified: 15 April 2024*

## **9.12. Violation of Peaceful Enjoyment**

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Prior to PHA's decision to recommend denial of assistance for criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other participants, PHA may consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the head of household or household member(s) in the offending activity and the extent to which the head of household or household member(s) has shown personal responsibility to prevent or mitigate the offending action. Upon determination by the hearing officer or PHA may require an applicant to exclude a household member in order to receive housing assistance, where that household member has participated in or been culpable for the action or failure to act that warrants denial of assistance.

*Last modified: 15 April 2024*

## **9.13. Substance Abuse Rehabilitation**

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PHA's Executive Director or other designated hearing officer shall take the following into consideration when determining whether termination or denial of assistance is warranted:

1. Household members who have been remanded by the court and is participating in or has completed a drug/alcohol rehabilitation program
2. Families or household members who can provide evidence of successful completion of a rehabilitation program.

*Last modified: 15 April 2024*

## **9.14. Domestic Violence /Violence Against Women Act**

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Victims of domestic violence, sexual assault, battery, dating violence, stalking or human trafficking are protected from termination of assistance in the HCV Program. Victims have the right to present documentation in an informal hearing or during the application process. The participant/applicant will be provided with HUD form 5832 to certify the details and circumstances of domestic violence. PHA shall consider the details provided by the applicant/participant as mitigating factors in evaluating eligibility or resolving an informal hearing.

All information provided by the applicant or his/her representative will be retained in a confidential manner. Documents that may be submitted in lieu of HUD form 5832, or in addition to the certification form, include: a police or court record, or documentation signed by an authorized employee, agent, or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of such abuse, in which the professional must attest to the certainty that the incident(s) in question are bona fide incident(s) of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

*Last modified: 15 April 2024*

## 9.15. Other Examples of Mitigating Circumstances

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1. Circumstances leading to the eviction or criminal activity no longer exist;
2. Evidence of the applicant family's participation in social service or other appropriate counseling service; or
3. Evidence of successful and sustained modification of previous disqualifying behavior.
4. Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. PHA will consider such circumstances in light of:
  - a. The applicant's ability to provide documentation to verify the mitigating circumstances and prospects for improved future behavior;
  - b. The applicant's overall performance with respect to all the screening requirements;

*Last modified: 15 April 2024*



# 10. Issuing Housing Vouchers

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The PHA will select families for participation in the Housing Choice Voucher Program in accordance with the procedures outlined in this Administrative Plan and HUD regulations. Housing choice vouchers will be issued to families in accordance with the Occupancy Standards as outlined herein and consistently applied for all families of like composition.

Section 24 CFR 982.551 and 982.553 outline the grounds for denial or termination of assistance. In cases where assistance is either denied or terminated the informal review or hearing requirements as outlined in Section 24 CFR 982.554 and 982.555 shall apply.

*Last modified: 15 April 2024*

## 10.1. Issuing and Briefing

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Upon selection to participate in the HCV Program, all adult members of the family will be scheduled for an oral briefing at the PHA main office. No applicant from the waiting list shall be certified without a file containing a hard (paper) copy of the original application. At the appointment, the family must verify the information on their application, receive a briefing (verbal and written) about the program, their rights, and obligations, and provide documentation as required by federal regulation [24 CFR 982.301 (a)]. Should the family comply with the above-referenced steps, they shall be issued a voucher [[24 CFR § 982.54 (d)(2)]. At the conclusion of the briefing session, the family must sign and date the HCV form [Form HUD 52646-Line 6].

The briefing shall include the following topics:

1. How the program works;
2. Family and Owner responsibilities;
3. Where the family may lease a unit, including outside the Agency's jurisdiction;
4. An explanation of portability procedures and restrictions (if eligible); and
5. Advantages of moving to a neighborhood that does not have a high concentration of low-income participants.
6. If the family includes a person with disabilities, or if the family informs PHA that one of its members is a person with disabilities, PHA will provide a current listing of available accessible units known to PHA, and if necessary, otherwise assist the family in locating an available accessible dwelling unit.
7. A statement of PHA's policy on providing information about a family to prospective owners,
8. Where a family may lease a unit, including portability to another jurisdiction, HUD- required lease addendum;
9. What the family should consider in leasing a unit including the condition of the unit, the reasonableness of the rent, the cost of tenant paid utilities, whether the unit is energy efficient, the location of the unit, and tips on how to negotiate terms of the lease with the owner; energy efficient, the location of the unit, and tips on how to negotiate terms of the lease with the owner;
10. PHA will brief the applicant/participant on the HQS inspection criteria, with a particular focus on what causes units to fail on initial eligibility inspections.
11. Family obligations under the program, including the requirement that family members be US citizens or eligible non-citizens,
12. The maximum amount the family may pay when moving to a new unit (40% rule of adjusted monthly income, if applicable),
13. The grounds on which PHA may terminate assistance because of family action or failure to act.

*Last modified: 15 April 2024*

## 10.2. Briefing Packet Materials

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PHA will provide applicants and participants a briefing packet and it must include the following:

1. The term of the voucher, and PHA's policies on any extensions or suspensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension;
2. A description of the method used to calculate the housing assistance payment for a family, including how PHA determines the payment standard;
3. An explanation of how PHA determines the maximum allowable rent for an assisted unit;
4. Where the family may lease a unit. For a family that qualifies to lease a unit outside PHA jurisdiction under portability, the information must include an explanation of how portability works;
5. The HUD-required tenancy addendum, which must be included in the lease;
6. The form the family must use to request approval of tenancy, and an explanation of how to request such approval;
7. A statement of PHA policy on providing information about families to prospective owners;
8. The PHA subsidy standards including when PHA will consider making exceptions;
9. The HUD brochure on how to select a unit;
10. The HUD pamphlet on lead-based paint entitled Protect Your Family from Lead in Your Home;
11. Notice of occupancy rights under the Violence Against Women Act (VAWA) and the certification form.
12. "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse;
13. "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12;
14. Information on federal, state, and local equal opportunity laws and a copy of the housing discrimination complaint form (form HUD-903.1), including information on how to fill out the form/file a fair housing complaint;
15. If the family includes a person with disabilities, include a current list of available accessible units known to PHA;
16. Family obligations under the program, including any obligations of other special programs (VASH, Homeownership, Family Unification Program (FUP), Welfare to Work, etc.) if the family is participating in one of those programs; and
17. The advantages of areas that do not have a high concentration of low-income families.
18. The Request for Tenancy Approval form (HUD-52517) and an explanation of how to request the Agency's approval to lease a unit;
19. PHA's informal hearing procedures, including when PHA is required to give the opportunity for a hearing and how to request a hearing.

*Last modified: 15 April 2024*

## 10.3. Briefing on Security Deposits

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PHA shall provide applicants/participants with an explanation of security deposit requirements. Families should be informed of the following points:

1. The cost of the security deposit is not covered under the HCV Program. Owners may collect a security deposit but are not required to do so, and amounts collected may vary. Some owners may agree to allow the family to pay the security deposit in installments over the term of the lease.
2. The purpose of the security deposit; when a participant moves out of the unit, the owner may use the security deposit and any interest accrued as reimbursement for any unpaid rent payable by the tenant, and damages to the unit or for other amounts the tenant owes under the lease. The owner must<sup>28</sup> give the tenant a written list of all items charged against the security deposit and the amount of each item.
3. PHA shall make applicants/participants familiar with state requirements with regard to security deposits.

*Last modified: 15 April 2024*

## 10.4. Eligible Housing

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Participants will be provided with a list of ineligible housing units, which include Public or Indian Housing, any Project Based Section 8 unit, nursing homes, board, or care homes, or facilities providing continual psychiatric, medical, or nursing services. Additionally, college and dorms are not eligible housing; nor are any units on the ground of penal, reformatory, or medical institutions.

*Last modified: 15 April 2024*

## 10.5. Lease Requirements

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The participant and owner must enter and execute a written lease for the unit. The lease must be in a standard form used by the owner for unassisted units. The lease must include the name of the landlord and the family/resident, unit address and any other address identifier, term of the lease, renewal terms, amount of rent to owner, and what utilities are required to be paid by the resident. The lease should have a tenancy addendum (HUD form 52441-A) executed as an addendum to the lease.

PHA will review the owner's lease to ensure that the family composition, effective date of the lease, and rent to owner are correct and consistent with the HAP contract. PHA will also review the lease provided by the owner to ensure that it is consistent with local and state laws.

*Last modified: 15 April 2024*

## **10.6. Type of Assistance**

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PHA shall determine whether the participant family shall be issued a Housing Choice Voucher based on availability of the tenant-based assistance.

*Last modified: 15 April 2024*

## 10.7. Term of Voucher

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The voucher is valid for a period of sixty (60) days from the date of issuance. Prior to the expiration date, the family may contact PHA to request assistance in locating suitable housing. The family must submit a completed application package within the sixty (60) day period unless an extension has been granted by PHA.

*Last modified: 15 April 2024*



## 10.8. Extensions of Term | Voucher Term Expiration

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A family may request a maximum of two (2) thirty (30) day extension(s) to the initial sixty (60) day term of an issued voucher for a total voucher term of 120 days. All requests for extensions should be received at least one week prior to the expiration date of the voucher. Requests may be made in person or by telephone. If an extension is granted by telephone, a copy of the voucher will be mailed to the voucher holder indicating the extended expiration date. Extensions are permissible at the discretion of PHA primarily for the following reasons:

1. Extenuating circumstances such as hospitalization of a family member or a family emergency over an extended period of time that has affected the family's ability to find a unit within the initial sixty (60) day term. These can include:
  - a. Obstacles due to employment;
  - b. Serious illness in the family;
  - c. Death in the family;
  - d. Family emergency;
2. As a reasonable accommodation for a family member with disabilities or for a family member with disabilities to find an accessible unit.
3. PHA shall attempt to determine if there is a reasonable possibility that the family may, with additional time and assistance, find a suitable unit.

Notices of approved or denied extensions will be provided to the participant in writing. Hearings or informal reviews are not allowed and shall not be given for denial of extensions. If an extension is not granted, or the voucher term expires after extensions have been granted, the applicant will need to reapply for the HCV Program. The applicant will not be found ineligible on any future application solely based on their inability to lease-up.

*Last modified: 15 April 2024*

## 10.9. Term of Assisted Tenancy

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The initial lease term must be for at least one year, except that PHA may approve a shorter term if PHA determines that doing so would improve housing opportunities for the participant.

1. During the initial lease term, the owner may not raise the rent to owner. The lease must include provisions for its renewal.
2. The HAP contract term runs concurrently with the lease term. If the lease terminates, the HAP contract terminates. Whenever the owner elects to execute a new lease, a new HAP contract is also required.
3. The term of the new lease or contract for a new unit may begin in the same month in which the participant moves out of his/her previous assisted unit. This is not considered a duplicative subsidy.

*Last modified: 15 April 2024*

## **10.10. Changes in Lease Terms**

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If the resident and the owner agree to any change(s) in the lease, the change(s) must be in writing and the resident or owner must immediately provide PHA a copy of the revised lease. The terms of the revised lease must not violate any of the initial leasing terms or requirements [24 CFR 982.308]. The following changes in lease will require a revised HAP contract:

1. If the delay is due to PHA administrative reasons and not due to the applicant's delay;
2. The applicant has shown due diligence in locating an appropriate unit during the voucher term; and
3. Denial of the suspension of term would constitute an undue hardship on the family.

*Last modified: 15 April 2024*

# **11. Informal Hearing and Review Procedures**

PHA's applicants and program participants are afforded rights and protections outlined in 24 CFR 982.555. These rights and protections ensure that decisions made by PHA are subject to review by an impartial PHA representative. PHA has established a Resident Coordinator who is responsible for managing the informal hearing process, and can be a resource for participant families who request information about their rights and the procedures for requesting an informal review. PHA shall provide all applicants and participants with equal opportunities and treatment.

*Last modified: 15 April 2024*

## 11.1. Participant Hearings

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Hearings are afforded to HCV participants in accordance with the Code of Federal Regulations (24 CFR § 982.555 and as included in this Administrative Plan). Informal hearings are provided for applicants for reviews of PHA policies and the decisions applied to applicants. Such hearings will not be a means to challenge a PHA administrative plan as a whole. Thus should a program participant or applicant consider a PHA action, such as being terminated from the HCV program, detrimental to their interest, the participant may request an informal hearing to contest the action, not the policy which resulted in the action [§ 982.552].

1. Hearings are required in the event that the informal hearing is regarding:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from PHA's utility allowance schedule.
  - c. A determination of the family unit size under the PHA subsidy standards.
  - d. A determination to terminate assistance for a participant family because of the family's action or failure to act [§ 982.552].
  - e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under PHA's policy and HUD rules.

Hearings are not afforded to families appealing decisions on:

1. HQS violations; except when the family is terminated due to breach of HQS as caused by the family
2. PHA determination not to approve an extension or suspension of a voucher term;
3. PHA determination not to approve a unit for lease under HCV;
4. Discretionary administrative determinations by PHA;
5. General policy issues or class grievances;
6. Establishment of PHA's utility allowance schedule;
7. PHA's determination to exercise or not to exercise any right or remedy against an owner under a HAP Contract.

*Last modified: 15 April 2024*

## 11.2. Requesting a Hearing and Pre-Hearing Procedures

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A hearing may be requested by written request to the Hearing Office at the address indicated on the adverse action notice. The hearing must be requested within ten (10) calendar days of the notice date. Failure of the participant to respond within the required time waives the right to a hearing [24 CFR 982.54(d)(12)].

1. When feasible, PHA will schedule the hearing within thirty (30) calendar days of the participant's request. The hearing will be scheduled at the first available hearing date. The participant and any other interested parties will be notified of the date and time for the hearing by mail from PHA.
2. A program participant shall not be adversely affected by the scheduling of a hearing beyond the thirty (30) calendar days. Payment shall continue to the owner so long as the family remains in the unit and a hearing has been scheduled.
3. Before the hearing, the participant has the right to review any PHA documents, including but not limited to the participant's file, that are directly related to the informal hearing. If the participant requests to review or make copies of documents, he/she must do so no later than three (3) days prior to the informal hearing. In the event PHA fails to make the documents available for examination upon request of the participant or the participant's representative, PHA is prohibited from relying on the document(s) at the hearing. Participants may be charged for copying costs.

*Last modified: 15 April 2024*

## 11.3. Hearing Procedures

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The hearing must be presided over by a hearing officer unassociated with the day-to-day operations of the program [24 CFR 982.54(d)(12)]. PHA has designated the hearing officer to conduct hearings; in the event that the hearing officer is not available or conflicted for some reason, the Executive Director (or designated representative) shall service as the hearing officer.

1. The hearing officer's decision will be based solely on the testimony of witnesses, written documentation in the participant's file, and any other evidence presented at the hearing.
2. The participant must attend the hearing at the time scheduled as notified by PHA. The owner may attend. The participant may be represented by legal counsel or another person chosen as a representative.
3. The party that fails to appear for a hearing will relinquish all further hearings or appeals of the adverse action.
4. A hearing may be held via telephone conference call in situations where a health condition or portability to another housing agency's jurisdiction prevents either party (participant or owner) from attending the hearing in person. Hearings held by telephone conferences are not allowed simply for the convenience of the participant or owner. Any other reasons shall be at the discretion of the hearing office supervisor.
5. The decision of the hearing officer shall be forwarded in writing to the participant and other interested parties within ten (10) calendar days of the hearing. The decision of the hearing officer shall be final, except on the occasion when PHA Director or his/ her designee may review, overturn or modify the decision of a hearing officer upon showing of the following:
  - a. The hearing decision concerns a matter for which PHA is not required to provide an opportunity for an informal hearing or that otherwise exceeds the authority of the person conducting the hearing under PHA's hearing procedures.
  - b. The hearing decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state, local code or other local laws.

If PHA determines that it is not bound by a hearing decision, PHA shall promptly notify the family of the determination, and of the reasons for the determination. The hearing officer's decision shall not abridge any other rights the participants have under law.

*Last modified: 15 April 2024*

## 11.4. Applicant reviews

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Applicants who have been denied program participation or removed from the waiting list shall be entitled to a review conducted by PHA. Applicants will be notified of this process and their rights in writing when PHA makes a decision regarding their program participation.

1. Applicants who submit incomplete applications will not be placed on the waiting list,
2. Applicants denied for failing to submit a complete application will not be offered an informal review.
3. It is an applicant's responsibility to inform PHA staff when there is a change in address.
4. Applicants whose mail is returned by the post office will be automatically withdrawn from the waiting list.
5. Applicants who have been removed from the waiting list for failing to respond to notices calling him/her for processing may, within one year of being removed from the waiting list, request an informal review seeking reinstatement to his/her original place on the waiting list.
6. Applicants will be afforded the ability to submit reasonable accommodation requests as part of their informal review. The hearing officer shall review any and all reasonable accommodation requests as part of the informal review should a claim be asserted that the denial was the result of the applicant's disability.
7. Requests for an informal review must be submitted to PHA within 10 days of the date of the letter sent to the applicant/participant.
8. Before the review, the applicant has the right to review any PHA documents, including but not limited to the applicant's file, that are directly related to the informal review. If the applicant requests to review or make copies of documents, he/she must do so no later than three (3) days prior to the informal review. Applicants may be charged for copying costs.

*Last modified: 15 April 2024*



# 11.5. Informal Reviews for Denial for Criminal History

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When applicants are denied assistance or PHA proposes to terminate assistance on the basis of a criminal record, PHA will advise the applicant/participant a denial letter with the:

1. Name of the affected family member and description of the charge;
2. The family member with the criminal record and the head of household may request a copy of the criminal record either before or at the informal review;
3. He/she will be provided an opportunity to dispute the accuracy and relevance of that record.

*Last modified: 15 April 2024*

# 12. Occupancy Policies

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*Last modified: 15 April 2024*

# 12.1. Subsidy Standards

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*Last modified: 15 April 2024*

## 12.1.1. Determination of Voucher Size

The subsidy standard, which is used to determine the voucher bedroom size assigned to a family, is based on the following criteria [24 CFR § 982.54(d)(9)]:

(I) At the initial certification, annual recertification or during authorization for a change of dwelling, PHA shall, to the greatest extent possible, and within the subsidy standards, allow the family the flexibility of bedroom size to best accommodate family members based on age and gender, subject to funding availability. For subsidy standards, an adult is a person eighteen (18) years or older.

(II) Two (2) persons per bedroom will be the standard for the smallest unit a family may consider. The subsidy standard must be applied consistently for all families of like size and composition. The following principles govern the size of the unit for which a family will qualify. Generally, two (2) people are expected to share each bedroom, except that the subsidy standards will be applied so that [24 CFR 982.402 (b)(2)]:

1. Exceptions to the largest subsidy standards may be made in case of reasonable accommodations for a person with disabilities.
2. Two (2) persons of the opposite sex or different generations will not be required to share a bedroom, although they may do so upon written request from the family.
3. Children under six (6) will be required to share a bedroom regardless of gender.
4. A family that consists of a pregnant woman (with no other members) shall be treated as a two (2) family member.
5. PHA will count a child in the subsidy standard who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
6. A live-in aide may be assigned a bedroom. Single elderly and disabled tenants with live-in aides in their family compositions will have the live-in aide considered in the subsidy standards.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

*Last modified: 15 April 2024*

## 12.1.2. Actual Unit Size Selected

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The family may select their choice in unit size other than that listed on the assigned voucher so long as the family is not under-housed. Four factors to consider are:

1. PHA shall apply the payment standard for the smaller of:
  - a. the bedroom size shown on the voucher, or
  - b. the size of the actual unit selected by the family;
2. The utility allowance used to calculate the gross rent shall be based on the actual size unit selected by the family regardless of the size authorized on the voucher; and
3. Under Housing Quality Standards (HQS) two persons per living/sleeping room are allowed thus the above levels may be exceeded if a room is used as a living/sleeping area as indicated under the HQS column on the above chart.
4. Selection of a unit larger than for which the family is certified may result in an affordability issue.
5. Subsidy Limitation: The family unit size as determined for a family under the agency's subsidy standard for a family assisted in the Voucher program is based on the adopted payment standards. The payment standard for a family shall be the lower of the payment standard amount for the family unit size; or the payment standard amount for the unit size rented by the family.

*Last modified: 15 April 2024*

## **12.1.3. Changes in Family Composition**

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The voucher size issued to a family is determined by comparing the family composition to PHA subsidy standard before the briefing with the family. The family may request a change in the voucher size due to the addition to family composition by birth, adoption, or otherwise granted custody to the family by operation of law, which may include foster children. Except for natural births to, or adoptions by, family members, or court awarded custody or other operation of law, any family seeking to add a new member must request approval in writing and receive approval in writing before the new member is added to the family composition as described below. For purposes of this section, the use of the term “by operation of law” shall include but not be limited to pre-need guardianships and durable powers of attorney.

All other additions to applicant families after an application is submitted shall be considered only on a case-by-case basis by the director overseeing PHA’s Applicant Leasing Center or his/her designee, and must be documented at the times such changes occur. Additions may be made for humanitarian reasons, including reasonable accommodation for family member.

*Last modified: 15 April 2024*

## **12.1.4. Addition of Adult Family Member**

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Upon approval of PHA, a participant family may add an additional adult family member to the family composition, other than by operation of law, under all the following circumstances:

- The adult can be an immediate family member (sons, daughters, brothers, sisters, parents, grandparents, and grandchildren) of an existing household member;
- Such member must be eligible for participation in the HCV program;
- Such member's income must be considered in calculation towards rent; and
- Addition of the family member shall be in consideration of a reasonable accommodation or for humanitarian reasons; or
- Unrelated/unmarried partners who show proof of intention to live as a family.

Participant families must inform PHA in writing of the requested additional adult family member prior to the adult family member being added to the family composition. Requested additions to the family requiring advance approval in writing also include spouses or a request to add a live-in aide.

Participant families must inform PHA within 30 days of additions to the family due to birth, adoption, or otherwise granted custody to the family by operation of law or if a family member moves out. Only those persons listed on the most recent certification form and lease shall be permitted to be included in the family composition.

All other additions to participant families shall be considered only on a case-by-case basis and must be documented at the times such changes occur. Additions may be made for a reasonable accommodation or for humanitarian reasons. The addition of a family member shall not change the size of the voucher, unless approved by PHA under extenuating circumstances. Addition of family members shall be the sole discretion of PHA.

*Last modified: 15 April 2024*

## **12.1.5. Screening of New Family Members**

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When an applicant or participant requests approval to add a new family member, PHA will conduct a pre-certification screening of any proposed new adult member 18 years of age and older (excluding juvenile justice records but including a criminal background search, eviction records and prior address history potentially nationwide, conducted by a third party vendor) to determine whether PHA will allow the family member to be added to the family composition prior to PHA approval of the new family member. PHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.

Minor children for whom juvenile justice records are not available or added through a formal custody award or kinship care arrangement are exempt from the pre-certification screening process, although the participant needs prior approval from PHA to add children other than those born to, adopted by, or awarded by the court to the family.

PHA will consider the request for approval and require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor. Changes to the family composition may also be allowed for families in which one or more children less than eighteen (18) years of age live with the designee of the parent or legal custodian, with parent or custodian's written consent. Documentation can include, but is not limited to, court documents, pre-need guardian, school records, other state and federal public assistance documentation, power of attorney, etc.

All persons listed on the most recent certification form and residential lease must use the dwelling unit as their sole residence. Examples of situations where the addition of a family or household member is subject to screening are:

1. Participant plans to be married and requests to add the new spouse to the lease;
2. Participant desires to add a new member to the lease, employ a live-in aide or take in foster child(ren) over the age for which juvenile justice records are available;  
foster child(ren) over the age for which juvenile justice records are available;
3. One of the family members under age eighteen (18) who is not an emancipated minor, or an adult, not part of the original household, requests permission to take over as the head of the household. Applicants or participants who fail to notify PHA of additions to the household or who permit persons to be added to the family composition without undergoing screening are in violation of program requirements. Persons added without PHA approval will be considered unauthorized occupants and the entire household will be recommended for termination from the HCV Programs.

*Last modified: 15 April 2024*



## 12.1.6. Foster Children and Adults

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The applicant and participant family must obtain approval for the addition of a foster child/adult to the family before the new member occupies the unit. The family may request a change in the voucher size based on the following factors:

1. Adding to the Family: Fosters will be added to the family composition upon written request and so long as the applicant provides documentation by the appropriate agency establishing responsibility. A larger voucher unit size, if available, will only be granted to a family adding a foster child if the maximum occupancy level has been exceeded creating an overcrowded situation.
2. Temporary Placement of Family Member: A child who normally resides with the family but is temporarily away from the home because of placement in foster care, rehabilitation, treatment, or incarceration for a non-felonious crime, is considered a member of the family for income limit and unit size determinations.
3. All income received by foster children and foster adults is excluded from income.
4. Fosters are not eligible for any expenses or deductions when determining adjusted income.
5. Any assets held by fosters must be excluded from the asset limitation.
6. Foster children and adults are not included as household members when making the determination of household size for income limit purposes, but are included for unit size determinations.

*Last modified: 15 April 2024*

## 12.1.7. Live-In Aide

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A live-in aide is defined as a person eighteen (18) years of age or older who resides with one (1) or more elderly, near-elderly, or disabled person/s and who [24 CFR 5.403]:

1. Is determined to be essential to the care and well-being of the person/s;
2. Is not obligated for the support of the person(s); and
3. Would not be living in the unit except to provide the necessary supportive services.
4. This definition applies to a specific person.

PHA will approve a written request for a live-in aide upon verification that the elderly, near-elderly or disabled applicant's or program participant's family member requires the services of the live-in aide. PHA will disapprove a live-in aide if the person has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. If the live-in aide is denied, the applicant or participant has a right to request an informal hearing.

1. PHA will not approve an unidentified live in aide;
2. Only full time, live-in aides will be considered a live-in aide, multiple or rotating care givers shall not qualify;
3. The Live-In Aide live-in aide is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family;
4. The live-in aide may live in the unit solely to care for the family member and qualifies for occupancy only for as long as the individual requires the supportive services and is living in the unit. The live-in aide must be counted in determining family unit size. PHA shall deny occupancy of the unit to the live-in aide(s) after the tenant, for whatever reason, is no longer living in the unit.
5. A relative may be considered as a live-in aide but must meet all the above criteria and is qualified to provide the care for the family member. The tenant and the live-in aide shall acknowledge that the live-in aide does not have any right to the unit and does not qualify for continued occupancy as a remaining family member by signing a Live-in Aide Agreement which shall become an addendum to the tenant's lease.
6. A live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. PHA will ensure that there will be no more than two people per bedroom or living/sleeping space. If the approval of additional family members of a live-in aide would result in the violation of HQS, the additional family members of the live-in aide may not be approved.

*Last modified: 15 April 2024*

## **12.1.8. Medical Equipment**

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At the sole discretion of PHA, an applicant or program participant family may be allowed a larger voucher size to accommodate a family member who requires a hospital bed or other large medical equipment. The equipment must be substantial in size and must be verifiable by a medical doctor as medically necessary in order to justify approval of a larger voucher size.

*Last modified: 15 April 2024*

## 12.1.9. Family Absences from Unit

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A family may not be absent from the unit for more than sixty (60) consecutive days without prior written approval by PHA as described below. It shall also be the responsibility of the family to advise the owner of any absence from the unit. Absence means that no member of the family as listed on the lease is residing in the unit. During all absences, the family must meet all program and lease obligations including the payment of rent, utilities, and complying with inspection and recertification obligations [24 CFR 982.54(d)(10)].

1. Absences from the unit for a period of sixty-one (61) to one hundred and twenty (120) consecutive days must receive prior written approval from PHA.
2. Absences for more than one hundred and twenty (120) consecutive days will not be approved. Assistance to a family will be terminated if the family is absent from its unit for more than sixty (60) days without prior written approval.
3. If assistance to a family is terminated for such reason, the family may request a hearing within thirty (30) days of the termination notice. If the family is reinstated as a result of the hearing, the prior lease and contract will not be resumed but a new voucher will be issued and a new lease and contract executed.

The owner or management agent is obligated to reimburse PHA for any housing assistance payment made for the period after the effective date of termination of assistance to the family. Such reimbursement shall be billed by PHA Accounting office and remittance must be made by check or money order and submitted to PHA Accounting Office. Absence from a unit may be verified by any of the following methods:

1. Housing Quality Standards inspection
2. Proof of utility payments
3. Service verifications
4. Owner/management Company verifications
5. An investigation or other documentation or means.

*Last modified: 15 April 2024*

## 12.1.10. Family Break-up

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If an assisted family separates due to a divorce, separation, or by any other operation of law, PHA will determine which family members will continue to be assisted under the program. No additional housing voucher will be issued [24 CFR 982.54(d)(11)].

PHA will take into consideration the following criteria in making its decision as to which family member continues to receive assistance in the program:

1. The desires of the family;
2. The interest of minor children, or of ill, disabled, or elderly family members;
3. Whether any family members are going to remain in the assisted unit;
4. Whether there has been any instance(s) of actual or threatened physical violence against a family member by another member of the household;
5. Which family members was part of the original application for assistance;
6. If a court determines property disposition between the family members, PHA will adhere to the court's determination as to who shall hold the HCV assistance; and
7. Whether there is drug-related or violent criminal activity. PHA, in its sole discretion, may recommend terminating the entire family.

*Last modified: 15 April 2024*

## **12.1.11. Family Guests**

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Participants in the HCV program are permitted to have a guest or guests in the household. However, if a guest resides in the unit for more than a total of 30 days in a calendar year, the guest(s) will be considered unauthorized household member(s). When this occurs, PHA must enforce HUD policies addressing this matter and seek termination or modification of voucher assistance.

*Last modified: 15 April 2024*

## **12.1.12. Definition of Continually Assisted**

An applicant is considered to be continuously assisted under the United States Housing Act of 1937 if the family is already receiving assistance under any 1937 Act program when the family is admitted to the Section 8 Housing Choice Voucher Program [24 CFR 982.54(d)(4)(ii)].

*Last modified: 15 April 2024*

## 12.2. Family Obligations

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Tenant shall be obligated:

1. Not to assign the Lease, nor sublease the dwelling unit;
2. Not to give accommodation to boarders or lodgers;
3. To conduct themselves, and require persons in the household and guests of the household, to conduct themselves in a manner so as to not violate local code;
4. Not Violate State/Local Code;
5. The family must promptly give PHA a copy of any owner eviction notice;
6. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy standards, and so long as PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit;
7. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household;
8. The family must not own or have any interest in the unit;
9. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
10. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air- conditioning, and other facilities and appurtenances;
11. To refrain from, or to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project;
12. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, PHA buildings, facilities, or common areas caused by Tenant, household members or guests;
13. To act, and cause household members or guests to act in a manner that will:
  - a. Not disturb other residents' peaceful enjoyment of their accommodations; and
  - b. Be conducive to maintaining all PHA properties in a decent, safe, and sanitary condition.
14. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
15. Any criminal activity on or off the resident's premises not just on or near the premises that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents or employees of PHA, or;
16. Any drug-related criminal activity on or off the premises not just on or near the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this policy, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.
17. Any violent criminal activity on or off the premises not just on or near (for the purposes of this lease, the term violent criminal activity means any battery, assault, rape, attempted murder or murder.) [24 CFR 982.553(b)].
18. To give prompt prior notice to PHA of the Tenant's leaving the dwelling unit unoccupied for any period exceeding thirty (30) days;



19. The family must promptly notify the PHA if any family member no longer resides in the unit.
20. To act in a cooperative manner with neighbors and PHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff;
21. Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, BB guns, slingshots or arrows (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State anywhere on the property of PHA;
22. The family must supply any information that PHA or HUD determines is necessary in the administration of the program, including income and family income described herein.
23. To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with PHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal;
24. Not to commit any fraud in connection with any Federal housing assistance program;
25. Not allow unreported household members.

*Revision: 6 — Last modified: 16 April 2024*

# 13. Restrictions on Moves by a Participant Family

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*Last modified: 15 April 2024*

## 13.1. Initial 12 Month Restrictions

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During the initial 12 months of assisted occupancy, families who resided in PHA's jurisdiction prior to admission and wish to move within the same PHA jurisdiction will be allowed to move only under the following conditions:

1. PHA has terminated the Housing Assistant Payment (HAP) contract due to an owner's breach of responsibility (e.g. failure to correct Housing Quality Standards (HQS) violations); or
2. The owner and family have agreed to mutual rescission of the lease.

NOTE: This provision may only be utilized once within any 12-month period by a participant and owner.

*Last modified: 15 April 2024*

## 13.2. Portability Restrictions

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If a family lives in one PHA jurisdiction and applies to the waiting list of another HA, the family will be required to utilize the assistance for 12 months in the jurisdiction of PHA where they are being admitted.

Families will not be permitted to move more than once in a 12-month period unless PHA approves the move based on a documented reason over which the participant has no control (e.g. owner's failure to correct HQS violations).

As allowed by program regulations, families will not be permitted to move outside PHA's jurisdiction under portability provisions during the initial 12 months of assisted occupancy. PHA may deny permission to move if:

1. The family has violated a family obligation;
2. The family owes PHA money; or
3. The family has moved or been issued a voucher within the last 12 months.

*Revision: 1 — Last modified: 16 April 2024*

## 13.3. Lease Termination

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A participant's lease for their dwelling unit is between the participant and the property owner, and the terms of the lease are the owner's to enforce, so long as abide within state law and civil rights protections. However, the following are obligations of HCV participants; failure to meet any of the following standards may result in termination of assistance.

1. Families are required to give proper written 30-day notice of intent to terminate the lease.
2. During the initial term families may not end the lease unless the family and the owner mutually agree to end the lease and submit in writing to PHA a statement signed by the owner and tenant that the lease is being mutually terminated and the effective date of the termination.
3. If the family moves from the unit before the initial term of the lease ends without the owner's and PHA's approval, it will be considered a serious lease violation and may subject the family to termination from the program.
4. The family is required to give PHA a copy of the notice to terminate the lease at the same time it gives the notice to the landlord.
5. A family's failure to provide a copy of the lease termination notice to PHA will be considered a violation of family obligations and will cause the family to be terminated from the program.
6. The family will be ineligible for assistance until three years have elapsed from the date of termination.
7. Participants in the program must have form HUD-52641-A completed and updated any time their lease with a property owner is changed, updated, or initially implemented.

*Last modified: 15 April 2024*

## **13.4. New Lease Submissions**

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Families are required to provide the required documentation to PHA for the new lease at least 15 days prior to the proposed execution of the new lease; failure to provide the documentation at least 15 days prior may result in a delay of the execution of the new lease.

In the event that a resident moves from a unit, the landlord shall be permitted to have an inspection fifteen to thirty days prior to the move out date to establish if the tenant has any damage that they will be responsible for upon move out.

*Revision: 1 — Last modified: 16 April 2024*

# 14. Annual and Interim Re-certification

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PHA must conduct a re-certification of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated. This part discusses the schedule for annual re-certifications, the information to be collected and verified, and annual re-certification effective dates.

*Last modified: 15 April 2024*

## 14.1. Scheduling of Appointments

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Each family participating in the HCV Program is required to be re-certified every twelve (12) months. Re-certification requires the program participant to provide information regarding family income and composition to PHA so that tenant rent for the coming year may be established.

1. PHA will notify the HCV family one-hundred and twenty (120) days prior to re-certification time and will notify the family of documentation the family will be required to provide.
2. Re-certification can be conducted either in person, by mail or home visit depending upon circumstances, at the discretion of PHA.
3. PHA may access criminal records of any household members with the purpose of determining continued assistance under the program, at re-certification, change of dwelling, and at any time PHA deems necessary.
4. The Consent Form Authorizing PHA to Obtain Criminal Background Checks must be signed by all appropriate family members. The participant's consent and authorization terminates upon the tenant's termination of tenancy in the program.

*Last modified: 15 April 2024*



## **14.1.1. Number of Appointments and Missed Appointments**

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A family shall be allowed to miss no more than two appointments to complete the re- certification. If the family fails to keep the first appointment, a second notice shall be mailed stating that failure to complete the re-certification at the second appointment will be grounds for termination from participation in the HCV program.

Exceptions may be granted by PHA on a case-by-case basis with consideration of the reason or circumstances for not meeting the re-certification requirements. PHA may require documentation from the family to prove any extenuating circumstances.

*Last modified: 15 April 2024*

# 15. Interim Re-certifications

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*Last modified: 15 April 2024*

## **15.1. Income or Family Composition Changes**

An interim recertification is an update between annual recertifications because of changes to household income or composition. Interim recertifications are intended to ensure that the family's rent is properly calculated and that the make-up of their family is properly recorded.

Effective January 1, 2024, EIV is no longer required to verify tenant's employment and income information during an interim recertification. **PHA will utilize EIV for all interim re-certifications.**

1. Interims will be conducted for all decreases in adjusted gross income when a family member permanently moves out of the unit.
2. Interims will be conducted when there is a change in household composition.
3. PHA will conduct an interim reexamination of family income when they become aware that the family's annual adjusted income has changed by an amount that would result in an estimated increase of ten percent or more in annual adjusted income or another amount established through a HUD notice. PHA will not consider any increases in earned income when estimating or calculating whether the family's adjusted income has increased unless the family has previously received an interim reduction during the same reexamination cycle.
4. Participants must report all income changes timely (defined as within 30 days of the change) to the PHA to determine if the 10% threshold is met.
5. When an interim recertification occurs and is reported timely, the resident will receive a minimum of a 30-day notice prior to any rent increase.
6. When an interim recertification results in a rent decrease and is reported timely, the new rent will be effective the first day of the month following the change.
  - a. Retroactive interim recertifications will not be conducted unless an extenuating circumstance inhibited timely reporting (i.e., hospitalization, family emergency, etc.).
7. Households are not required to report for an interim recertification within 3 months of their annual recertification date..
8. Tenants will be provided a statement at annual recertification that they are required to report changes in adjusted gross income 10% or more per month and that failure to report such changes may result in their termination from the program.
9. For family composition changes due to birth, adoption or otherwise granted custody to the family by operation of law, or upon a family member moving out of the unit, the family must inform PHA in writing within thirty (30) calendar days.
10. Any other additions to the family must be requested in writing and approved by PHA prior to the family member being added to the family composition as further described under Changes in Family Composition.

*Last modified: 15 April 2024*

## **15.2. Decrease in Family Income – TANF**

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Rent will not be adjusted as a result of a family's income decreasing because of a reduction in Temporary Assistance to Needy Families (TANF) due to sanctioning by the welfare agency. The family is entitled to a hearing, should it wish to appeal such decision by PHA not to reduce the tenant portion of the rent.

*Last modified: 15 April 2024*

## **15.3. Sporadic Income Households**

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Households who request more than one interim recertification per year due to a change in employment income will be evaluated to determine if the household can be determined to have sporadic or seasonal wages. If a household is determined to have sporadic or seasonal wages, then the total income established to determine the household's TTP will be established based on an average of the total household income for the past 12 months.

*Last modified: 15 April 2024*

## 15.4. Interim Reporting for Zero and Nominal Income Households

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For households who certify that their total gross household income is either \$0.00 annually or less than \$100 per month (or \$1200 annually), then the household will be required to submit to an interim certification every 90 days until they have restored income above the nominal level. At the time of these interim and annual certifications of households who claim zero or nominal income, the household will be asked to explain how they are able to pay for any and all standard household expenses.

1. Any contributions from persons or organizations outside the household will be considered income to the household and will be used to establish the household total tenant payment amount.
2. This can include any cash contributions to pay for household expenses such as cable television, telephone service, clothing, and other personal expenses. Funds received to pay for these expenses should be considered gift income.
3. Any amount received as a utility reimbursement shall only be considered for paying utilities and cannot be considered to be used for other household expenses.
4. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization are not considered income.

*Last modified: 15 April 2024*

## 15.4.1. Discrepancies in Zero Income Reporting

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PHA will run an EIV income report every 90 days for families reporting zero income and will take appropriate action for unreported income. Any discrepancies discovered in the household income due to misreporting on the part of the tenant will result in the tenant being charged back in full for any month that their income was not properly represented. If a household refuses to complete the form, their assistance will be terminated.

*Last modified: 15 April 2024*

## **15.4.2. Restrictions on Zero Income for More than 6 Months**

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If the household has an income of \$0.00 total income for a period of six months and cannot account for how their household expenses are paid, then PHA will seek to terminate the participant's assistance.

*Last modified: 15 April 2024*



# 16. Determination and Verification of Annual Income

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Participant's income is used to determine their rent in the HCV Program. According to HUD's rules and regulations, some forms of incomes are included, while others are not, and participants are eligible for certain deductions and exclusions in their income. Tenant rent is based on a 30% of their adjusted income, ensuring that families are only paying a reasonable portion of their income towards rent. The Housing Choice voucher program also provides access to features such as the Earned Income Disregard, which helps families transition to working income, and the ability to always adjust their rent to meet changed in their income. In this section, details are provided on the requirements and procedures of making these determinations.

*Last modified: 15 April 2024*

## 16.1. Overview

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The determination of eligibility and Total Tenant Payment (TTP) for the HCV Program requires that the applicant's or participant's family adjusted annual income be calculated at the time of admission into the Program and on an annual basis. HUD regulations specify:

1. The types and amounts of income from all family members that must be included in this calculation;
2. The allowable deductions to be subtracted from the gross annual income to determine the adjusted income and the amount of utilities the participant is responsible for paying.

*Last modified: 15 April 2024*

## 16.2. Annual Income

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Annual income means all amounts, monetary or not, or anticipated to be received, from a source outside of the household, by the family head or spouse (even if temporarily absent) or any other family member during the twelve (12) month period following the effective date of admission or past twelve (12) month period prior to annual re-examination.

1. All amounts, not specifically excluded, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
2. When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.
3. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

*Last modified: 15 April 2024*

## **16.2.1. Earned Income**

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Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

*Last modified: 15 April 2024*

## 16.2.1.1. Income Exclusions

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Annual Income Exclusions are:

1. Imputed asset income when net family assets total \$50,000 or less;
2. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets
3. Distributions of the principal or corpus of the trust; and
4. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor;
5. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust;
6. Earned Income from employment of children (including foster children) under the age of 18 years;
7. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone); or State or Tribal kinship or guardianship care payments;
8. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlements for personal or property losses; including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation;
9. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical expenses for any family member;
10. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled;
11. Income of a live-in aide, foster child, or foster adult
12. Certain Student Financial Assistance;
13. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
14. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
15. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
16. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time;
17. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program; unless those

- amounts are excluded under paragraph (b)(9)(i) of this section;
18. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  19. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611
  20. Adoption assistance payments for a child in excess of; the amount of the deduction for a dependent in § 5.611
  21. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
  22. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party ( e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car);
  23. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law;
  24. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply. HUD will publish a notice in the FEDERAL REGISTER to identify the benefits that qualify for this exclusion. Updates will be published when necessary;
  25. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
    - a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment;
    - b. Direct Federal or State payments intended for economic stimulus or recovery;
    - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received;
    - d. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries);
    - e. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization;
    - f. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings;
    - g. Civil rights settlements or judgments, including settlements or judgments for back pay; Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement

plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family;  
Income earned on amounts placed in a family's Family Self Sufficiency Account;

26. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
- a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
  - b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

*Last modified: 15 April 2024*

## 16.2.2. Income from Assets

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When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

When assets do not exceed \$50,000, a self-certification of asset income will be utilized to determine asset value and income.

For move-ins and every 3rd Annual Recertification, all assets will be verified by the PHA.

Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

In determining net family assets, PHA includes the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

*Last modified: 15 April 2024*



## 16.2.2.1. Excluded Assets

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Excluded from the calculation of net family assets are:

1. The value of necessary items of personal property;
2. The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
3. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
4. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
5. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
6. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government.
7. Interests in Indian trust land;
8. Equity in a manufactured home where the family receives assistance under 24 CFR part 982;
9. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982;
10. Family Self-Sufficiency Accounts; and
11. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

*Last modified: 15 April 2024*

## 16.2.3. Non-Earned Income

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Unearned income means any annual income, as calculated under § 5.609, that is not earned income.

All assistance under the Higher Education Act (HEA) or the Bureau of Indian Affairs Student assistance program (BIA), even amounts in excess of actual covered costs of the student, are excluded from income.

- Other assistance, such as scholarships or grants not covered under HEA or BIA; the amount of assistance that is in excess of actual covered costs of the student are included in annual income.
- The following is NOT considered student financial assistance and therefore must be included in income:
  - Financial support provided to the student in the form of a fee for services performed ( e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section);
  - Gifts, including gifts from family or friends;

Actual covered costs to attend school, include the cost of:

- Tuition
- Room and board, or other fees required and charged to a student by the education institution, and for a student who is not the head of household or spouse
- The reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit (i.e., the student is living in off-campus/noncollege owned housing while away at school instead of a dorm or college owned housing)

*Last modified: 15 April 2024*

## 16.3. Exclusions from Income

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Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of eighteen (18) years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone);
3. 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;
4. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. Special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. The amounts received from the following programs:
9. Amounts received under training programs funded by HUD;
  - a. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - b. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - c. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
  - d. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  - e. Temporary, nonrecurring, or sporadic income (including gifts) [24 CFR 5.609©(9)];
  - f. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - g. Adoption assistance payments in excess of \$480 per adopted child;
  - h. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
  - i. Amounts received by the family in the form of refunds or rebates under State or local law for

- property taxes paid on the dwelling unit;
- j. Amounts paid by a State agency to a family with a member with a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
  - k. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits, including:
    - l. The value of the allotment of food stamps
  - m. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - n. Payments received under the Alaska Native Claims Settlement Act
  - o. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
  - p. Payments made under the Department of Health and Human Services. Low- Income Energy Assistance Program
  - q. Payments received under the Job Training Partnership Act
  - r. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - s. The first \$2,000 per capita received from judgment funds awarded for certain Indian claims
  - t. Payments from Agent Orange Settlement
  - u. The value of child care under the Child Care and Development Block Grant Act of 1990
  - v. Earned income tax credit refund payments
    - i. Payments for living expenses under the AmeriCorps Program

*Last modified: 15 April 2024*

## 16.3.1. Earned Income Disallowance

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Earned Income Disallowance is no longer applicable to PHAs under HOTMA regulations. However, current participants benefiting from Earned Income Disallowance may continue to do so until their term has ended.

For a participant family which includes persons with disabilities under the HCV Program, PHA determination of annual income will include the disallowance of increase [24 CFR § 5.617]. The Earned Income Disallowance, sometimes called Earned Income Disregard or EID [(24 CFR 5.609)], is a program that allows eligible participants to increase their income through employment without triggering rent increases. To be eligible, families must meet one or more of the following criteria:

1. A family member whose income increases and who has been currently employed for one or more years.
2. A family member whose earned income increases during a family self-sufficiency or other job training program.
3. A family member who, during the previous 6 months, was assisted under any state temporary assistance to needy families program (TANF).
4. A family member becomes employed after being unemployed for at least one year. This is referred to as “previously unemployed”.

Additionally, under the HCV program, in addition to one or more of the above, the family member must be disabled. The family does not have to be designated as disabled, since the family member who has increased earned income is not required to be the head or spouse.

The earned income disallowance is enacted when an increase in annual income occurs as the result of employment under any of the following conditions:

1. Family member was previously unemployed for one or more years (previously unemployed means no more than would be earned for 10 hours of work per week for 50 weeks at the established minimum wage [(24 CFR 960.255 (i))]. or
2. Family member has new employment as a result of participation in an economic self-sufficiency or other job-training program [(24 CFR 960.255 (ii))]. or
3. Family member has new employment during or within 6 months of receiving benefits or services under any state program for temporary assistance for needy families (FIP), provided that the total amount over a six-month period is at least \$500 [(24 CFR 960.255)].
4. If any of the above conditions exist, that family member is eligible for 100% income exclusion of the income increase for a period of 12 cumulative months [(24 CFR 960.255 (b))].
5. During the second cumulative 12-month period, the family member is entitled to a 50% exclusion of the income increase [(24 CFR 960.255 (b) (2))].
6. The disallowance period shall begin as of the month following the first date of employment for the qualified family member.
7. The exclusion of increases in income as a result of employment under this section does not apply for purposes of admission to the Public Housing program (including the determination of income eligibility and income targeting [ (24 CFR 960.255 ©)].
8. As revised by the Streamlining Rule of 3/3/16, regardless of the number or length of breaks in

employment, the maximum time limit for the EID is two years from the first month the EID was received. There can be “breaks” when the resident is not employed, but the total time for the exclusion periods does not exceed the 24-month lifetime limit [(24 CFR 960.255 (b))].

Any family who is eligible will see the income disregarded for 12 months from the date of the income increase. The rent increase will then be figured in over a two-year period after the initial 12 months disregard, and no more than a 50% increase can be applied to the rent calculation in either year. If future Federal laws or regulation change, PHA reserves the right to include those changes within this ACOP by reference.

*Last modified: 15 April 2024*

## 16.4. Adjusted Annual Income

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Adjusted income is the annual income of family members residing in or intending to reside in the rental unit, less allowable deductions of:

1. \$480 for each dependent (to be adjusted annually by HUD)
2. \$525 for any elderly family or disabled family (to be adjusted annually by HUD)
3. Childcare
4. Health and Medical expenses (must exceed ten percent (10%) of gross annual family income) – to be phased in at 5% for the first year and 7.5% for the 2nd year if the family demonstrates a hardship\*\*
5. Disability assistance (must exceed ten percent (10%) of gross annual family income)

*Last modified: 15 April 2024*

## 16.4.1. Childcare Financial Hardship Exception

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- A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the child care expense deduction. PHA will recalculate the family's adjusted income and continue the child care deduction if the family demonstrates to PHA's satisfaction that the family is unable to pay their rent because of the loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering his or her education. The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days. PHA may extend such hardship exemptions for additional 90-day periods based on family circumstances and at PHA's discretion.

### Requirements

1. PHA's policy on what constitutes a hardship is determining the family's inability to pay the rent. This determination will be made by obtaining third-party verification.
2. PHA will promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from the hardship exemption. The notice will also inform the family of when the hardship exemption will begin and expire ( i.e., the time periods specified or within 90 days or at such time as PHA determines the exemption is no longer necessary).

*Last modified: 15 April 2024*



## 16.4.2. Health and Medical Financial Hardship Exception

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To receive Hardship Relief (Phased-In Relief), the family must have received a deduction from annual income because their sum of expenses exceeded 3 percent of annual income as of January 1, 2024.

Form of Relief:

1. The family will receive a deduction totaling the sum of the expenses that exceed 5 percent of annual income.
2. Twelve months after the relief is provided, the family will receive a deduction totaling the sum of expenses that exceed 7.5 percent of annual income.
3. Twenty-four months after the relief is provided, the family will receive a deduction totaling the sum of expenses that exceed 10 percent of annual income and the only remaining relief that may be available to the family will be General Relief.

### Eligibility for Relief (General Relief)

To receive hardship relief, a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased or the family's financial hardship is a result of a change in circumstances that would not otherwise trigger an interim reexamination. Third-party verification will be obtained. Relief is available regardless of whether the family previously received deductions, is currently receiving relief or previously received relief.

### Form and duration of Relief

The family will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income.

The family's hardship relief ends when the circumstances that made the family eligible for the relief is no longer applicable or after 90 days, whichever comes earlier. PHA may extend the relief for one or more additional 90-day periods while the family's hardship condition continues.

Once a family chooses to obtain general relief, a family may no longer receive the phased-in relief.

Circumstances that will allow a family to qualify for a financial hardship:

1. The family is awaiting an eligibility determination for a federal, state, or local assistance program, such as a determination for unemployment compensation or disability benefits; OR
2. The family's income decreased because of a loss of employment, death of a family member, or due to a natural or federal/state-declared disaster.

Families must report when circumstances that made the family eligible for the hardship exemption are no longer applicable within 30 days of occurrence.

*Last modified: 15 April 2024*

## 16.5. De Minimis Errors

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PHA will not be considered out of compliance with HUD requirements due to de minimis errors in calculating family income. A de minimis error is an error where the PHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

1. The PHA will take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of the de minimis error in the income determination, but families will not be required to repay PHA in instances where PHAs miscalculated income resulting in a family being undercharged for rent or family share.
2. The PHA will conduct a retroactive certification to credit the family the amount that was overcharged, as applicable.

HUD may revise the amount of de minimis error through a rulemaking published in the Federal Register for public comment.

*Last modified: 15 April 2024*

## 16.6. Verifications and Use of EIV

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In accordance with the regulations [24 CFR 960.259©(1) and 24 CFR 982.516(a)(2)] for Public Housing and the HCV programs, respectively, PHA must obtain and document in the participant file third party verification of the following factors, or must document in the participant file why third party verification was not available:

1. Reported family annual income;
2. The value of assets;
3. Expenses related to deductions from annual income; and
4. Other factors that affect the determination of adjusted income.

PHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, a need for a live-in aide and other reasonable accommodations; full-time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance [(24 CFR 960.206)].

For income verification, PHA will utilize EIV and other forms of upfront income verification, Safe Harbor verification and/or copies of paystubs and other third-party verifications. Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family [CFR 24 5.216(a) & CFR 24 5.508 (b)].

*Last modified: 15 April 2024*

## 16.7. Income Determinations and Safe Harbor Verification

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For new participants, income will be determined based on income anticipated to be received in the next 12 months.

PHA will determine the income of the family for the previous 12-month period and use this amount as the household income for recertification and;

1. In determining the income of the family for the previous 12-month period, the PHA will take into consideration any redetermination of income during the previous 12-month period resulting from an interim recertification.
2. PHA will make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

For Annual Recertifications, PHA will determine the family's income prior to the application of any deductions based on income determinations made within the previous 12-month period for purposes of the following means-tested (Safe Harbor) forms of Federal public assistance:

- The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).
- Medicaid (42 U.S.C. 1396 et seq.).
- The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).
- The Earned Income Tax Credit (26 U.S.C. 32).
- The Low-Income Housing Tax Credit (26 U.S.C. 42).
- The Special Supplemental Nutrition for Woman, Infants, and Children (42 U.S.C. 1786).
- Other programs administered by the Secretary.
- Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.
- Other Federal benefit determinations made by other means-tested Federal programs that the Secretary determines to have comparable reliability and announces through a Federal Register notice.

When multiple verifications are provided from different or the same Safe Harbor programs, the verification with the most recent income determination will be utilized.

Safe Harbor verification will be obtained by means of third-party verification and will state the family size, and must be for the entire family (i.e., the family members listed in the documenting must match the family's composition in the assisted unit, except for household members) and must state the amount of the family's annual income.

Should a family dispute any Safe Harbor verification, third-party verification will be obtained/utilized by PHA for the annual recertification.

*Last modified: 15 April 2024*

## 16.8. Written Third Party Verification

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For new participants and when Safe Harbor verification is not available, written 3rd party verification includes original or authentic documents generated by a third-party source dated either within the 120-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the participant (or applicant), and is commonly referred to as participant-provided documents. It is the Department's position that such participant-provided documents are written third-party verification since these documents originated from a third-party source. PHA may, at its discretion, reject any participant-provided documents and follow up directly with the source to obtain necessary verification of information [PIH 2017 – 12 [ 24 CFR 5.236].

Examples of acceptable participant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable participant-provided documents must be used for income and rent determinations.

PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages for new participants. For new income sources or when two pay stubs are not available, PHA should project income based on the information from a traditional written third-party verification form or the best available information.

*Last modified: 15 April 2024*

## **16.9. Written Third Party Verification Form**

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For new participants, if the family cannot provide copies of paystubs or other third-party generated documentation, PHA will seek traditional third party verifications, which includes the completion of an income verification form which is sent to the employer, bank, etc., to be completed and returned by the third-party. This will be only attempted in the event that written third-party verification is not available or the documentation provided by the family is deemed to be inadequate or contains income or conflicting information.

*Last modified: 15 April 2024*

## **16.10. Oral Third Party Verification**

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For new participants, if the third-party written form is either

- not returned or
- returned incomplete, or
- returned with conflictory income, then PHA may obtain oral verification from the third-party (typically via telephone) in which case PHA representative will ask for clarification or completed information via oral verification from the third-party.

*Last modified: 15 April 2024*



## 16.11. Tenant Declaration

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For new participants, if all other forms of third party verification are not available or possible, a family member may provide a notarized affidavit declaring their income or expenses. In these events, PHA will include a specific statement to the file from PHA representative explaining why all other forms of verifications were not possible.

*Last modified: 15 April 2024*

## 16.12. EIV Reporting

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Reports from EIV will be used to assist PHA in determining the following at certifications and throughout the year as warranted.

1. Identifying tenants whose reported personal identifiers do not match the SSA database
2. Identifying tenants who need to disclose an SSN;
3. Identifying tenants whose reported personal identifiers do not match the SSA database;
4. Identifying tenants who may not have reported complete and accurate income information;
5. Identifying tenants who have started a new job;
6. Identifying tenants who may be receiving duplicate rental assistance;
7. Identifying tenants who are deceased and possibly continuing to receive rental assistance
8. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

*Last modified: 15 April 2024*

## **16.12.1. Resident Copies of EIV Data**

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If a resident requests a copy of their own EIV printout, a copy will be produced. The staff person providing the copy will note that the printout is a copy provided to the resident upon request. This note will include the following: This is not an original, this is a copy provided to [resident name, date, name of PHA employee, and initialed by resident].

*Last modified: 15 April 2024*

## **16.12.2. Resident Disputes of EIV Data**

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Residents will be permitted to have access to information pertaining to them and to request information be updated (if possible) if there are any items on the EIV data report that the tenant disagrees. PHA will independently verify the disputed information and the Tenant will be notified of the findings. PHA will not suspend, terminate, or make a final denial of assistance until the family has had an opportunity to dispute and discuss the findings.

*Last modified: 15 April 2024*

## **16.12.3. New Adult Family Members**

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When a tenant turns 18 and has not signed the form HUD-9886, PHA will not use the EIV income report from that tenant until the form is signed.

*Last modified: 15 April 2024*

## 16.12.4. EIV Printouts

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Reports available through EIV when printed will be retrieved immediately. It is preferred that all EIV printouts are sent to the user's personal printer. EIV printouts will be stored in the resident file in a separate manila envelope. The Documentation of EIV Data will be included in the resident file. This entire file will be made available to authorized people including appropriate staff or contractors (i.e. Service Bureaus, contractors performing file reviews, etc.) for the Owner/Agent, HUD staff, Contract Administration staff and the Office of the Inspector General.

If other people are tasked with reviewing the file, such as financial auditors complying with the Consolidated Audit Guide (Handbook IG 2000.04), the EIV printout in the manila folder including the EIV printout will be removed from the file and the Documentation of EIV Data will remain in the file to provide appropriate information to provide future file audits to determine how tenant rent was determined if EIV data was used to determine the Tenant Rent.

*Last modified: 15 April 2024*

## **16.12.5. Restricted Access to EIV Data**

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PHA will have the areas clearly identified by the use of prominently posted signs or other indicators; for example “Employees Only”. This sign will be posted on the door to the locked file room or locked file cabinet. The restricted areas will be separated from non- restricted areas by physical barriers that control access and/or will have limited points of entry.

Since the EIV data in resident files is maintained in the locked file room or locked file cabinet, designated staff will establish and maintain a key control log to track the inventory of keys available, the number of keys issued and to whom the keys are issued.

All employees and contractors who have been issued keys to the file room will complete a form acknowledging the receipt of the key.

Users will retrieve computer printouts as soon as they are generated so that EIV data is not left unattended in printers or fax machines where unauthorized users may access them. EIV data will be handled in such a manner that it does not become misplaced or available to unauthorized personnel.

*Last modified: 15 April 2024*

## **16.12.6. Electronic Security Requirements**

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All computer systems and computers will have password restricted access. PHA will also use Antivirus software to limit data destruction or unintended transmission via virus, worms, Trojan horses or other malicious means. Remote access by other computers other than those specifically authorized is prohibited.

Authorized users of EIV data are directed to avoid leaving EIV data displayed on their computer screens where unauthorized users may view it. A computer will not be left unattended while the user is “logged in” to Secure Systems. If an authorized user is viewing EIV data and an unauthorized user approaches the work area, the authorized user will lessen the chance of inadvertent disclosure of EIV data by minimizing or closing out the screen on which the EIV data is being displayed.

All workstations in the office space that access the internet, are connected through a secured network. Firewalls and anti-virus protection software is activated and updates are performed regularly. Each workstation is password protected. Users do not have the authority on their workstation to disable or otherwise modify the firewall settings without the specific intervention of the IT department or designated IT individuals.

*Last modified: 15 April 2024*



## 16.12.7. Staff Access to EIV and Training/User Security

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There is one coordinator for PHA. This person has been charged with assigning others in the organization with their (a) access to EIV, (b) roles within the company regarding what they will do within EIV, and © training users on the current security requirements outlined by HUD. These roles have been outlined below:

1. Security Awareness Questionnaire: The coordinator will complete the security awareness questionnaire, both in print and as part of the EIV system online. This will be completed prior to accessing EIV and will be updated annually. The coordinator will also ensure that each user that the coordinator assigns access privileges to complete this questionnaire prior to the rights being assigned and at least annually thereafter.
2. Access Authorization Form for Program Administrators: The coordinator will complete the Access Authorization form prior to establishing any access to EIV data. This form will be submitted to HUD for review and a copy of the signed form will be kept on file in a secure location.
3. Coordinator Training Procedures: The coordinator for this property will receive annual training on the EIV requirements with a recognized organization, as classes are available, and/or participate in web-based training provided by HUD or their Contract Administrator(s).
4. Coordinator Security Processes: The coordinator for this property and PHA will hold an executive position within the agency or be a qualified vendor. As such, this person will have undergone screening procedures for their position with PHA. These screening procedures will ensure that the person who is appointed as the Coordinator does not have (a) a criminal history or (b) severely delinquent credit history. Coordinator does not have user rights and cannot be both a coordinator and user. The coordinator will follow the rules of behavior for HUD Systems at all times.
5. Review of User Access: PHA will maintain a record of users who have approved access to EIV data. Further, PHA will revoke (Expire) the access rights of those users who no longer require such access or modify the access rights if a change in the user's duties or responsibilities indicates a change in the current level of privilege.
6. Owner Access Permission: Before applying for EIV access, the Secure Systems Coordinators will obtain a letter from each property owner indicating that the owner gives permission for the Secure Systems Coordinator to act as the EIV coordinator. Once that permission is obtained, the Coordinator will review the EIV training material provided by HUD and complete the appropriate Cyber Awareness Training Questionnaire and review the EIV Security Policy and the EIV User Policy. Upon completion of these three tasks, the EIV Coordinator will submit, to HUD, the appropriate Coordinator Access Authorization Forms. Upon receipt of HUD approval, the EIV Coordinator will complete the EIV Coordinator setup process in WASS.
7. Staff Users: Property level staff will be given access rights by the Coordinator, who is responsible for monitoring the staff/property users who have been given access to EIV; the following are policies and procedures to ensure proper use and access by the property/staff users.
8. User Access Authorization Form: Each User will complete the PHA User Access Authorization form prior to establishing any access to the EIV subsystem. This form will be submitted to the coordinator for review and a copy of the signed form will be kept on file in a secure location.
9. Staff User Training: Before requesting EIV User access, appropriate staff will review the EIV training

material provided by HUD and complete the appropriate Security Awareness Training Questionnaire and review the EIV Security Policy and the EIV User Policy. Upon completion of these three tasks, the EIV User will submit, to the EIV Coordinator, the appropriate User Access Authorization Form. Upon receipt the EIV Coordinator will review the completed Awareness Training Questionnaire for accuracy and recommend further training if necessary. If the EIV Coordinator feels that the EIV User candidate does not understand the security requirements, the EIV Coordinator will not continue with the EIV setup for that user. All Users will follow the Rules of Behavior for HUD systems and complete the Cyber Awareness Challenge annually.

10. All EIV Users are required to have annual EIV training, in addition to taking the Cyber Awareness Challenge used for accessing the EIV system. Records will be maintained indicating date and type of training User received; the EIV Coordinator will maintain this information. All staff that does not have access to the EIV system, but in the course of their job duties may have access to files containing EIV documents, must sign the HUD form "Rules of Behavior" and must receiving EIV training annually as well.
11. User Access Review: Once the user request information is satisfactorily completed, the EIV Coordinator will complete the appropriate steps to provide EIV access to the user. In accordance with HUD requirements, the user's need for access will be reviewed on a semi-annual basis.

*Last modified: 15 April 2024*

## 16.13. Verification of Citizenship or Eligible Non-Citizen Status

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1. The citizenship/eligible noncitizen status of each family member regardless of age must be determined [(24 CFR 5.508(a))].
2. Prior to being admitted all citizens and nationals will be required to sign a declaration under penalty of perjury. (A parent or guardian will sign on behalf of minors.) They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form [(24 CFR 5.508 (b)(1))]. Prior to being admitted all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age [(24 CFR 5.508 (b)(2))].
3. Prior to being admitted all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. (A parent or guardian will sign on behalf of minors.) PHA will make a copy of the individual's INS documentation and place the copy in the file. PHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility; PHA will mail information to the INS in order that a manual check can be made of INS records [(24 CFR 5.512)].
4. Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the head of the household must sign the list [(24 CFR 5.508 (e))].
5. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to Public Housing [42 U.S.C. §1436 ( c )(2)(A)].
6. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members [(24 CFR 5.508 (e))].
7. If no family member is determined to be eligible under this section, the family's eligibility will be denied [ 42 U.S.C. §1436a (a); (24 CFR 506)].
8. The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family [ (24 CFR 5.514 (b))].
9. If PHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Public Housing unit, the family will be evicted. Such family will not be eligible to be readmitted to Public Housing for a period of 24 months from the date of eviction or termination [(24 CFR 5.514 ( c )(ii)(B)(iii))].

*Revision: 1 — Last modified: 16 April 2024*

## **16.14. Verification of Social Security Numbers**

Prior to admission, each household member who is at least six (6) years of age must provide verification of his or her social security number. Verification of social security numbers for all children under six (6) will be requested. Verification for social security cards for children in assisted households is required to be provided at the first regular reexamination after turning six (6) [(24 CFR 5.216)].

Verification of the social security number is the original social security card. If the card is not available, PHA will accept letters from the Social Security Administration that establish and state the number. Passports, or other official documents that establish and state the number, are also acceptable.

If a member of a household indicates that they have a social security number, but cannot verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed the household will be denied assistance or will have their assistance terminated and be evicted from the Public Housing unit.

*Last modified: 15 April 2024*

## 16.15. Timing of Verification

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1. Verification of information must be dated within one hundred twenty (120) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.
2. When an interim reexamination is conducted, PHA will verify and update all information. It is the client's responsibility to report any changes within 30 days of the event.
3. PHA reserves the right to have the tenant sign a new lease for any interim, reexamination.

*Last modified: 15 April 2024*

## **16.16. Frequency of Obtaining Verification**

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/ eligible noncitizen status will be verified [(24 CFR 5.508 (g))].

1. For each household member, verification of social security number will be obtained only once. This verification will be obtained prior to admission. When a child turns six (6), their verification will be obtained at the next regular reexamination [(24 CFR 5.216)].
2. Family composition, annual household income, and other factors affecting tenant rent will be verified at least annually.

Determination of Total Tenant Payment (TTP) and Tenant Rent will be performed annually, and as requested or required for interim re-examinations.

*Last modified: 15 April 2024*

## 16.17. Streamlined Recertifications for Fixed Income Families

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Public Housing Authorities [24 CFR 960.257] may choose to offer a streamlined, triennial recertification option for families on fixed income sources. The Streamlined Verification Method for Fixed Income (such as Social Security and Pensions) has given PHAs the option to verify this income once every three years, and then apply COLA or other fixed percentage increases in years two and three. Owner/agents are not required to obtain third-party verification of fixed income in years two and three.

*“(3) Method of streamlined income determination. A PHA using the streamlined income determination must adjust a family’s income according to the percentage of a family’s unadjusted income that is from fixed income.*

*(i) When 90 percent or more of a family’s unadjusted income consists of fixed income, PHAs using streamlined income determinations must apply a COLA or COLAs to the family’s sources of fixed income, provided that the family certifies both that 90 percent or more of their unadjusted income is fixed income and that their sources of fixed income have not changed from the previous year. For non-fixed income, the PHA is not required to make adjustments pursuant to paragraph (a) of this section.*

*(ii) When less than 90 percent of a family’s unadjusted income consists of fixed income, PHAs using streamlined income determinations must apply a COLA to each of the family’s sources of fixed income individually. The PHA must determine all other income pursuant to paragraph (a) of this section.*

*(4) COLA rate applied by PHAs. PHAs using streamlined income determinations must adjust a family’s fixed income using a COLA or current interest rate that applies to each specific source of fixed income and is available from a public source or through tenant- provided, third-party-generated documentation. If no public verification or tenant-provided documentation is available, then the owner must obtain third-party verification of the income amounts in order to calculate the change in income for the source.*

*(5) Triennial verification. For any income determined pursuant to a streamlined income determination, a PHA must obtain third-party verification of all income amounts every 3 years.”*

*For purposes of this Notice, the term “fixed-income” includes income from:*

- 1. Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);*
- 2. Federal, state, local, and private pension plans; and*
- 3. Other periodic payments received from annuities, insurance policies, retirement funds,*
- 4. Disability or death benefits, and other similar types of periodic payments.”*

The following procedures will be implemented by PHA for households with fixed income sources:

1. Third party verification of the fixed income source will be obtained once every three years.
2. The amount on that third party verification will be used to create an annual recertification using COLAs to adjust the amount used on the previous recertification.
3. PHA must document how the determination of the family’s “fixed income” status was arrived at and document the determination in the family’s file.
4. Annually the family will need to sign an updated lease and consent forms, but will not need to submit to an interview or reporting of income. PHA will create a new 50058 for submission to HUD with the

adjusted income.

5. Families may choose to re-certify annually or with interim recertifications at any time should their income decrease or change in nature.
6. Families must report changes in household composition with interim recertification procedures listed herein.

*Last modified: 15 April 2024*



# 17. Portability

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Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA is known as portability. The PHA that issues the voucher is called the initial PHA. The PHA that has jurisdiction in the area to which the family wants to move is called the receiving PHA.

The receiving PHA has the option of administering the family's voucher for the initial PHA or absorbing the family into its own program. Under the first option, the receiving PHA provides all housing services for the family and bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher. Under the second option, the receiving PHA pays for the family's assistance with its own program funds, and the initial PHA has no further relationship with the family. The initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the initial PHA's voucher. Based on the receiving PHA's response, the initial PHA must determine whether they will approve or deny the portability request [Notice PIH 2016-09].

PHAs commonly act as both the initial and receiving PHA because families may move into or out of their jurisdiction under portability. Each role involves different responsibilities. The PHA will follow the rules and policies in section 10-II.B when it is acting as the initial PHA for a family. It will follow the rules and policies in section 10-II.C when it is acting as the receiving PHA for a family.

In administering portability, the initial PHA and the receiving PHA must comply with financial procedures required by HUD, including the use of HUD-required forms [24 CFR 982.355(e)(5)].

*Last modified: 15 April 2024*

## **17.1. Moving out of PHA's Jurisdiction**

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A participant family may move to a unit outside of PHA's jurisdiction after being certified for the HCV Program so long as they are a resident of the city at the time of certification. PHA operates within all of the jurisdictions located within County.

If the participant family is not a resident of City at the time of certification, the following applies to the family during the first twelve (12) months after admission to the program:

1. The family may lease a unit within PHA's jurisdiction;
2. The family does not have any right to portability;
3. PHA may choose to allow the family to port outside PHA's jurisdiction;
4. Both PHA and the receiving housing authority must agree to allow the family to lease a unit outside of PHA's jurisdiction.

*Last modified: 15 April 2024*

## **17.2. Absorption of Incoming Portables**

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Absorption of incoming portable vouchers will be based on the following criteria:

1. PHA must determine the family's unit size for the portable family according to PHA's subsidy standards.
2. PHA may make the determination to deny or terminate assistance to a portable family in accordance with all previously described policies and procedures in this Admin Plan.
3. PHA shall attempt to obtain criminal history checks, including sex offender, in the state(s) where the household members have moved from, in addition to local criminal and State sex offender checks.
4. The same conditions apply for incoming portable families participating in the Family Self-Sufficiency (FSS) program in PHA initiating the portability process.
5. Availability of assistance and funding.
6. Number of incoming Portables from a specific jurisdiction.
7. Possibility of swapping vouchers within a given jurisdiction.

*Last modified: 15 April 2024*

## **17.3. Reasonable Accommodation/VAWA Requests for Moves**

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Even if a family is restricted from eligibility for a move, e.g. families in their first ear, if the reason for a move is related to a reasonable accommodation, then PHA will consider the request [ 24 CFR 100.204, 24 8.33 and 28 CFR 35.130]. This same policy shall apply to requests to move for VAWA claims [28 CFR 092.353(b)]. PHA will consider the nature of the request, the documentation supporting the request(s), and if approving the move would be an administrative burden to PHA. In the event that PHA denies a request due to insufficient funding, PHA will notify the local HUD office of the decision.

*Last modified: 15 April 2024*

# 18. Housing Quality Standards (HQS) Inspections (NSPIRE)

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Unit inspections for units participating in the voucher program are performed to ensure that the units meet essential safety standards. Cosmetic issues arising from these inspections — ones that deal with findings such as cleanliness, normal wear and tear, and minor deferred maintenance — shall be resolved between the owner/landlord and resident.

HUD introduced the National Standards for the Physical Inspection of Real Estate or NSPIRE in 2023. As of October 1, 2023, NSPIRE replaced the Housing Quality Standards requirements, which had been in place since 1979.

*Last modified: 15 April 2024*

## **18.1. Guidelines/Types of Inspections**

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All units must meet the minimum standards set forth in the local building / housing code and Housing Quality Standards [(HQS) 24 CFR 982.305]. In cases of inconsistency between local housing code and HQS protocols, the stricter of the two shall prevail [24 CFR 982.54(d)(21)].

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. PHA will not promote any additional acceptability criteria which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the inspector will notify the tenant or owner, whoever is responsible for the utilities to have the utilities turned on. The inspector will schedule a re-inspection.

There are five types of inspections the PHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Approval of Tenancy HUD-52517;
2. Annual: Must be conducted within twelve months of last annual inspection;
3. Special / Complaint: At request of owner, family, agency, or a third party;
4. Quality Control

*Last modified: 15 April 2024*

## **18.1.1. Timely Initial Inspection**

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The PHA will inspect the unit to determine whether the unit satisfies NSPIRE and then notify the family and owner of the determination within fifteen (15) days after the family and the owner have submitted a Request for Approval of Tenancy (HUD-52517).

The same 15-day clock will be suspended during any period when the unit is not available for inspection.

The PHA will include “date unit available for inspection” on the HUD-52517 form. This date will determine whether the PHA will be required to meet the same 15-day requirement or whether the PHA will suspend the same 15-day period because the unit is not available for inspection after the same 15-day period.

The initial inspection will be conducted to:

1. Determine if the unit and property/building meet NSPIRE standards, as defined in this plan.
2. Document the current condition of the unit to assist in future evaluations of whether the condition of the unit exceeds normal wear and tear.
3. Document the information to be used for determination of rent reasonableness.
4. If the unit fails the initial inspection, the owner will be advised to notify the PHA once repairs are completed and provide documentation to confirm the repairs.

On an initial inspection, at the inspector’s discretion, the owner will be given up to fifteen (15) days to correct the items noted as Fail. The time frame depends on the amount and complexity of work to be done.

*Last modified: 15 April 2024*

## 18.1.2. Annual/Biennial Inspections

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In 2014, HUD implemented a provision for Housing Authorities to adopt biennial NSPIRE Inspections, allowing 24 months between unit inspections if the unit is found to be satisfactory [24 CFR 982.405, 983.103 – HUD Notice PIH 2016-05]. PHA conducts unit inspections in accordance with NSPIRE at least annually and after the first annual review, biennially. Special inspections may be scheduled between anniversary dates.

1. As of the date of this Administrative Plan's implementation, PHA will implement the biennial Inspections by performing the next Annual Inspection for all participant dwellings, and if they are found to Pass the inspection, then the next inspection will be 24 months from that date.
2. PHA will choose to implement the Biennial Inspection option to perform a Move-In/Initial Inspection, and then an Annual Inspection on the first anniversary of the participant's move-in. If the unit passes the first annual inspection, then the next unit inspection will be a biennial scheduling.
3. At PHA's discretion, a unit's next inspection can be set to "annual" instead of "biennial" if conditions at the unit warrant a more frequent review.

*Last modified: 15 April 2024*



## **18.1.3. Special /Complaint Inspections**

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If, at any time, the family or owner notifies PHA that the unit does not meet NSPIRE standards, PHA will conduct an inspection.

PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials. PHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail inspection, the responsible party will be required to make the necessary repairs.

*Last modified: 15 April 2024*

## **18.1.4. Quality Control Inspection**

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Quality Control inspections will be performed by the Executive Director (or designated representative) on the number of participant files required by the Section 8 Management Assessment Program (SEMAP) [24 CFR § 985.3] – this would be 5 for the first 50 vouchers, and 1 for each 50 thereafter. 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 NSPIRE.

The sampling of files will include recently completed inspections (within the prior three [3] months), a cross section of neighborhoods, and a cross section of inspectors.

*Last modified: 15 April 2024*

## 18.1.5. Scheduling an Inspection

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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 PHA to inspect the unit at reasonable times with reasonable notice.

### 1. Inspection

- a. 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 so that the inspection is completed within fourteen (14) days, unless there is a serious reason otherwise.
- b. If the family does not contact PHA to reschedule the inspection, or if the family misses two (2) inspection appointments, PHA 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.

### 2. Re-inspection

The family and owner are provided a notice of the inspection appointment by mail. If the family is not at home for the re-inspection appointment, a notice will be left and another appointment shall be scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility) and a notice of the owner's responsibility to notify the family.

*Last modified: 15 April 2024*

## 18.1.6. Time Standards for Repairs

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The NSPIRE standards include four severity levels for findings (1) Life Threatening, (2) Severe, (3) Moderate, and (4) Low.

1. Life Threatening: These items must be repaired within 24 hours. The citation of one or more Life Threatening issues will result in an overall “Fail” rating on the unit.
2. Severe: All severe non-life-threatening issues must be repaired within 30 Days. The citation of one or more Severe issues will result in an overall “Fail” rating on the unit.
3. Moderate: All moderate issues must be repaired within 30 days. The citation of one or more Moderate issues will result in an overall “Fail” rating on the unit.
4. Low: All “Low” rated issues are to be repaired within 60 days, but the unit status will be “Pass” and no follow-up inspection is required.

For major repairs, the Executive Director (or designated representative) may approve an extension beyond thirty (30) days. [24 CFR 982.404]

*Last modified: 15 April 2024*

## **18.2. Violation and Abatement of Payment**

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

*Last modified: 15 April 2024*

## 18.2.1. Abatement

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1. 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 notice is generally for thirty (30) days, depending on the nature of the repair(s) needed.
2. PHA will inspect abated units within ten (10) 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.
3. 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. The notice of abatement states that the tenant is not responsible for PHA's portion of rent that is abated.

*Last modified: 15 April 2024*

## **18.2.2. Termination of Contract**

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1. 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.
2. 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 PHA if the tenant chooses to remain in the unit.
3. Only one (1) inspection will be conducted after the termination notice is issued.

*Last modified: 15 April 2024*

## **18.2.3. Determination of Responsibility**

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Certain deficiencies are considered the responsibility of the family:

- Tenant-paid utilities 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. “Normal wear and tear” is defined as items which could not be charged against the tenant’s security deposit under state law or court practice.
1. If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.
  2. The owner is responsible for all other violations.
  3. 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. PHA may terminate the family’s assistance on that basis.

*Last modified: 15 April 2024*



## 18.3. Life Threatening Items

The following items are considered of an emergency nature (life threatening) and must be corrected by the owner or participant (whoever is responsible) within twenty-four (24) hours of when the inspector identifies the issue(s) [§982.404(a)(3)],]:

Inspectable Item	Deficiency
Call-for-Aid System	System is blocked, or the pull cord is higher than 6 inches off the floor.
Call-for-Aid System	System does not function properly.
Carbon Monoxide Alarm	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.
Carbon Monoxide Alarm	Carbon monoxide alarm is obstructed.
Carbon Monoxide Alarm	Carbon monoxide alarm does not produce an audio or visual alarm when tested.
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged.
Chimney	Chimney exhibits signs of structural failure.
Dryer Exhaust	Electric dryer transition duct is detached or missing.
Dryer Exhaust	Gas dryer transition duct is detached or missing.
Dryer Exhaust	Electric dryer exhaust ventilation system has restricted airflow.
Dryer Exhaust	Dryer transition duct is constructed of unsuitable material.
Dryer Exhaust	Gas dryer exhaust ventilation system has restricted airflow.
Door – Entry	Entry door is missing.
Door – Fire Labeled	Fire labeled door is missing.
Egress	Obstructed means of egress
Egress	Sleeping Room on 3rd Floor or Below has Obstructed Rescue Opening
Egress	Fire Escape Is Obstructed
Electrical Conductors	Outlet or switch is damaged

<b>Inspectable Item</b>	<b>Deficiency</b>
Electrical Conductors	Exposed electrical conductor
Electrical Conductors	Water is currently in contact with an electrical conductor.
Electrical Panel	Overcurrent Protection Device Is Damaged
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.
Fire Escape	Fire escape component is damaged or missing.
Fire Extinguisher	Fire extinguisher pressure gauge reads over or under-charged.
Fire Extinguisher	Fire extinguisher service tag is missing, illegible, or expired.
Fire Extinguisher	Fire extinguisher is damaged or missing.
Flammable Items	Flammable items within 3ft of an HVAC Appliance or Water Heater
Flammable Items	Improperly Stored Chemicals
Guardrail	Guardrail is Missing or Not Installed
Guardrail	Guardrail is Not Functionally Adequate
HVAC	HVAC Not Working Between 10/1 and 3/31
HVAC	HVAC Not Working and Interior Temp is Less than 64
HVAC	Combustion Chamber Cover Missing
HVAC	Gas Shutoff Valve Mising on Fuel Burning Appliance
HVAC	Fuel Burning Appliance Has Misaligned, Blocked, or Damaged Chimney
Leaks – Gas/Oil	Natural Gas, Oil, or Propane Leak
Mold-Like Substance	Presence of Extremely High Levels of Mold-Like Substances
Smoke Alarm	Smoke alarm not installed where required
Smoke Alarm	Smoke Alarm is obstructed
Smoke Alarm	Smoke Alarm does not Produce Alarm When Tested
Sprinkler Assembly	Sprinkler-head is obstructed within 18” of the head
Sprinkler Assembly	Sprinkler assembly component is missing, damaged, or inoperable

<b>Inspectable Item</b>	<b>Deficiency</b>
Sprinkler Assembly	Sprinkler assembly has evidence of corrosion
Sprinkler Assembly	Sprinkler assembly has evidence of foreign material
Structural System	Structural System Exhibits Signs of Structural Failure
Toilet	Toilet Inoperable or Missing (Only Toilet in Unit)
Water Heater	Chimney or flue piping is blocked, misaligned, or missing
Water Heater	Gas Shut Off Valve is damaged, missing, or not installed

If the emergency repair item(s) is/are not corrected in the time period required by PHA 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 PHA, and it is an HQS breach where the family is responsible, PHA will terminate the assistance to the family.

*Last modified: 15 April 2024*

## 18.4. Lead Based Paint Regulations

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Lead is a highly toxic metal that was widely used for generations in paint, piping, insulation, and other areas of buildings. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves and blood. Lead may also cause behavioral problems, learning disabilities, seizures and in extreme cases, death. Some symptoms of lead poisoning may include headaches, stomachaches, nausea, tiredness and irritability. Children who are lead poisoned may show no symptoms, but can have devastating long-term effects on their health.

PHA is committed to ensuring that all homes rented through the HCV program are lead-free and safe for families. Families moving into buildings constructed prior to 1978 will be provided with information about lead safety and the units will be inspected for possible areas of lead-based paint.

Effective September 15, 2000, lead-based paint regulations set hazard reduction requirements that give much greater emphasis than previous regulations to reducing lead in house dust. Governing regulations require dust testing after paint is disturbed to make sure the home is safe from lead, and an affidavit signed by the landlord certifying that they are in compliance.

The following types of housing are not covered by this rule:

1. Housing built since January 1, 1978
2. Housing for the elderly
3. Zero-bedroom units
4. Property that has been found to be lead-free by a certified lead-based paint inspector
5. Property where all lead-based paint has been removed
6. Unoccupied housing that will remain vacant until it is demolished
7. Non-residential property
8. Any rehabilitation or housing improvement that does not disturb a painted surface

In the Section 8 HCV Program, this regulation will apply to all units that house a child under the age of six years where the unit was built prior to 1978.

*Last modified: 15 April 2024*

# 19. Termination of Assistance

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*Last modified: 15 April 2024*

## **19.1. Grounds for Termination of Assistance**

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HCV housing is a scarce resource and PHA holds the position that HCV families must be held accountable for their actions as it relates to their tenancy under the HCV program.

PHA shall terminate assistance for the participant family on any of the following grounds:

1. If the participant family violates any family obligation stipulated in federal housing regulation under the program as outlined in this Administrative Policy; including criminal activity, failure to report income, violations of the one-strike policy, and other
2. If the participant family fails to sign and submit consent forms;
3. Applicants who owe rent or other amounts to this or another PHA in connection with Housing Choice Voucher Program or other Public Housing assistance under the United States Housing Act of 1937;
4. Applicants (as a previous tenant in a Housing Choice Voucher Program) or tenants that have not reimbursed this or another PHA for any amounts paid to a landlord under a Contract for rent or other amounts owed by the family under the lease or for a vacated unit;
5. Tenants who are guilty of program abuse or fraud in any Federal housing assistance program;
6. Tenants who owe PHA money or breached a Repayment Agreement will not be issued another Housing Choice Voucher to move to another unit;
7. Tenants who are in default of an executed Repayment Agreement must pay their remaining outstanding balance prior to issuance of a Housing Choice Voucher to move. Tenants will be able to remain in their current unit.
8. Tenants whose Total Tenant Payment is sufficient to pay the full gross rent and 180 days has elapsed since the PHA's last Housing Assistance Payment was made.
9. Tenants whose appropriate members do not provide their Social Security numbers and documentation within the time required and specified by PHA.
10. Tenants who have violated one of their family obligations as listed in 24 CFR 982.551 through 982.553.
11. If a present participant, under lease in the Housing Choice Voucher Program, owes the PHA any outstanding debt, a payment agreement may be executed. Time frame on the debt is determined by the amount owed the PHA, however, the debt should be paid in full within twelve (12) months or before the issuance of a new housing choice voucher.
12. If the family has signed an agreement to pay money owed the PHA and they breach the agreement, the PHA may terminate assistance for the breach of agreement.
13. Any member of a tenant family that commits a criminal activity that threatens health, safety, or right to peaceful enjoyment of premises by other tenants or persons residing in the immediate vicinity of premises.
14. Housing Assistance will be terminated or denied for illegal use of a controlled substance or alcohol abuse when such use or abuse leads to behavior that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
15. Housing assistance may be terminated for failure to pay rent, maintain utilities and/or because of damage to the premises.
16. If any member of the family has ever been evicted from public housing.
17. If PHA has ever terminated assistance under the housing choice voucher program for any member of

the family.

18. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
19. If the family has engaged in or threatened abusive violent behavior toward PHA personnel.
20. The net family assets exceeds \$100,000 and/or the family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence.

*Revision: 1 — Last modified: 16 April 2024*

## 19.1.1. Termination for Criminal Activity

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1. If any participant family member participates in criminal activity, specifically drug related or violent criminal activity, including sex offenders and medical marijuana users. PHA shall terminate assistance if a participant family member has engaged in criminal activity with a disposition of the charge as either [24 CFR 982.54(d)(4)(iii)]:

- Guilty
- Guilty/convicted
- Nolo Contendre Plea
- Convicted
- Fined
- Adjudicated
- Adjudication withheld

Where the participant family has no pre or post pattern of repeated engagement in criminal activity and the disposition of the One Strike Policy offense is dropped, nolle prosequere, no action, not guilty, acquitted, dismissed or not prosecuted by the court or State Attorney's Office, the family shall not be recommended for termination of assistance.

Open cases shall be held pending final disposition. Upon a disposition from the court, PHA shall either recommend termination or take no action based on the outcome as defined above.

In circumstances where the family member admits to the crime, whether or not an arrest, charge, or conviction takes place, the family shall be recommended for termination based on the admission.

Except as stipulated under Mitigating Circumstances, PHA shall recommend termination for One Strike Policy violations that includes, but is not limited to, battery, rape, robbery, murder, assault/batteries, threatening the livelihood of others, as follows:

PHA shall recommend terminating assistance for the following violent criminal activities within ten (10) years from the date of arrest, except violent sex-related offenses, including:

1. First or second degree murder
2. Kidnapping
3. Arson
4. Violent sex-related offenses, including but not limited to rape, sexual assault/battery, sexual battery, or child molestation

PHA shall recommend terminating assistance within five years from the date of the arrest for manslaughter, sex offenses, except sex offenses described above and below, or for non-murder violent criminal activity. PHA shall terminate assistance permanently for any member of the household subject to a lifetime registration requirement under a state sex offender registration program, as registered on the state's Law Enforcement website.

1. If any household member is currently engaged in any illegal use or possession of a drug within one (1) year from date of arrest, or within five (5) years from date of arrest if a pattern of illegal use or possession of a drug by any household member interferes with the health, safety, or right to peaceful



- enjoyment of the premises by other participants [(24 CFR § 982)].
2. If PHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing [(24 CFR § 982.553)].
  3. If any family member has participated in other criminal activity (non-violent) within three (3) years from the date of arrest that threatens the health, safety or right to peaceful enjoyment of the premises by other participants or persons residing in the immediate vicinity [(24 CFR §§ 982)].
  4. If any family member is fleeing to avoid prosecution, custody, or confinement after conviction, for a crime or an attempt to commit a crime that is a felony.
  5. If any family member violates a condition of probation or parole imposed under federal or state law.
  6. If any member of the family has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program within ten years from the date of the act;
  7. If the family currently owes rent or other amounts to PHA or to another housing authority in connection with HCV or public housing assistance under the 1937 Act;
  8. If the family has not reimbursed any housing authority 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;
  9. If the family breaches an agreement with PHA to pay amounts owed to PHA or amounts paid to an owner by PHA;
  10. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel;
  11. If the family has made threatening behaviors to others or has failed to maintain the property or caused severe damage to the unit;
  12. If the family fails to pay utilities pursuant to his/her responsibility as stipulated in the lease;
  13. If the family repeatedly breaks obligations under the lease or for serious violations of the lease;
  14. If PHA determines that a participant family's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants within three (3) years of the abuse [(24 CFR §982)].
  15. Full-time or part-time students who do not meet student eligibility requirements.
  16. Any other grounds for termination permitted by HUD.
  17. If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, PHA will deny or terminate assistance.

*Last modified: 15 April 2024*

## **19.1.2. Termination of Nominal Income Households**

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If a household claims nominal income for a period of 6 months, and the family cannot detail how they are able to pay for their household expenses to the satisfaction of PHA, then PHA shall terminate the assistance of the household. The household will be given a written notice of the termination and will be provided (as with all terminations) a right to informal hearing. Households who are a student or participant in a job training program shall be exempt from termination due to nominal income status.

*Last modified: 15 April 2024*

## **19.2. Mitigating Circumstances**

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The factors below will be taken into consideration, as well as the family's pre and post criminal history. If a participant family asserts that mitigating circumstances relate to a change in disability, medical condition, or treatment, PHA shall evaluate the evidence and verify the mitigating circumstance in accordance with PHA's Reasonable Accommodation Policy.

1. Documentation of mitigating circumstances as described below is the responsibility of the family.
2. It is incumbent upon the family to provide documentation, evidence and any and all other third party proof at any time including but not limited to the investigation interviews, appointments with PHA staff, at time of the hearing or within the time limit set by the hearing officer to provide substantiating information challenging the recommendation to terminate assistance.

*Last modified: 15 April 2024*

## **19.3. Family Member(s) with One-Strike Policy Violation(s)**

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If any family member(s) is found to violate the One-Strike policy, the participation in HCV program will be terminated. The participant will be eligible to request an informal hearing to appeal the decision, at which time, PHA will consider a request to remove a single offending family member(s), so long as the family member is not the Head of Household or Co-Head. In order to remove the offending family member(s), the participant family will need to provide verification of the offending family member(s) new residence. If the family member is removed but is subsequently found to reside in the unit without PHA's approval, the family member is considered an unauthorized boarder and the entire family shall be recommended for termination from the HCV Program [24 CFR § 982].

*Last modified: 15 April 2024*

## **19.4. Prior Criminal History**

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In cases of multiple prior charges of one or more family members where the disposition of the cases was dropped, nolle prosequere, no action, not guilty, acquitted, dismissed or not prosecuted by the court or State Attorney's Office, PHA may take both the family and individual family member's history and /or outcome into consideration at arriving at a final determination of continued assistance.

*Last modified: 15 April 2024*

## **19.5. Violation of Peaceful Enjoyment**

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If a participating family is found to have engaged in activity which threatens the health, safety or right of peaceful enjoyment of the premises, the family will be provided with a notice of intent to terminate assistance. The participant will be provided with instructions on how to request an informal review of the decision to terminate participation in the HCV program. During the review, if the family requests to remove the offending member, it will only be considered if the offending member is not the Head or Co-Head and that verification of a new residence can be provided. PHA may also consider the seriousness of the activity and any explanation or evidence provided by the family.

*Last modified: 15 April 2024*

## **19.6. Substance Abuse Rehabilitation**

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During an informal review, if a family member who was engaging in illegal drug use has completed a rehabilitation program or its equivalent, PHA will take the rehabilitation into consideration when determining if the assistance should be terminated. For this purpose, PHA shall require the participant family to submit evidence of the household member's current participation in or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

*Last modified: 15 April 2024*

## **19.7. Domestic Violence/Violence Against Women's Act (VAWA) Claims**

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Any family member who certifies that they are a victim of domestic violence, sexual assault/battery, dating violence, or stalking and certifies the information on form HUD-50066 will have that information considered as a mitigating factor in any decision regarding termination of assistance.

1. The Violence Against Women and Justice Department Reauthorization Act (VAWA) of 2022 affords protection for victims of domestic violence, dating violence, or stalking.
2. PHA will request a participant to certify that he/she is a victim of domestic violence, sexual assault, dating violence, stalking or human trafficking and that the incidence(s) of threatened or actual abuse are bona-fide in determining whether the protections afforded to such individuals are applicable under VAWA. The family must complete and submit form HUD form 5832, Certification of Domestic Violence, Dating Violence, or Stalking, or information in lieu of this certification within 14 business days of receiving the written request for this certification. The certification or alternate documentation must be returned to PHA. If the family has not provided the requested certification or documentation by the 14th business day or any extension as authorized by PHA, none of the protections afforded by VAWA apply in PHA's decision to terminate assistance under the HCV program.
3. Documents that may be submitted in lieu of HUD form 5832, or in addition to the certification form, are: a police or court record, or documentation signed by an authorized employee, agent, or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of such abuse, in which the professional must attest to the certainty that the incident(s) in question are bona fide incident(s) of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation. All information provided by the participant family will be retained in a confidential manner.
4. PHA will allow the perpetrator of the domestic violence, dating violence, or stalking to be removed from the household at the request of the family member who is the victim. Additionally, PHA will implement specific provisions and steps to afford victims of domestic violence protections under the law.
5. If mandated by the court, the individual must show successful completion of any court-mandated diversion program and bring proof of same. See Section 2.15 for further information.

*Last modified: 15 April 2024*



## 19.8. Notice of Termination

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If PHA recommends termination of a family's participation in the program, the family will be notified in writing stating the grounds for proposed termination of assistance and the effective date of termination. The notice will also state whether the participant has a right to a hearing in accordance with the regulations, the procedure for requesting a hearing, and that the participant may be represented at the hearing at their own expense. The owner will receive notice of the recommendation of termination of a family's participation. The same provision stipulated above shall apply to the Family Unification Program. However, PHA shall notify the Department of Children and Families if a family is at-risk of termination in order to allow timely intervention.

*Last modified: 15 April 2024*

## 20. Payment Standards and Rent Reasonableness

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Under the Housing Choice Voucher program, a payment standard is used to calculate the monthly housing assistance payment for families of different sizes and compositions. The payment standard is based on the area Fair Market Rent (FMR) published by the HUD and is established by bedroom size. The payment standard is the maximum monthly subsidy payment PHA will make for a family based on the unit size that PHA determines as appropriate for the family.

PHA is committed to ensure that rents for participating units meet HUD's rent reasonableness standards while still encouraging owners to participate in the HCV program. Rent reasonableness standards ensure that approved rents in the HCV program are reasonable in comparison to other non-assisted (subsidized) units. Likewise, payment standards and uniform policies and procedures have been created to ensure confidence in the program and show equal handling of all cases. PHA will not approve rents which do not meet rent reasonableness standards or charge participants more than 40% of their adjusted income.

*Last modified: 15 April 2024*

## 20.1. Setting the Payment Standards

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1. Payment standards are established within the allowed “basic range” (90 percent and 110 percent of the applicable HUD published Fair Market Rent (FMR). Specific payment standards for all bedroom sizes in each jurisdiction are established per the unique market forces at play in each local program area.
2. PHA may, within the HUD-allowed basic range, approve a higher payment standard for a designated part of an FMR area if it is needed to expand housing opportunities outside areas of minority or poverty concentration [24 CFR § 982.54(d)(23)].
3. PHA may also approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.
4. The owner is required to notify PHA, in writing, at least sixty (60) days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements [ 24 CFR 982.503].

*Last modified: 15 April 2024*

## 20.2. Revising the Payment Standards

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PHA will review payment standard levels annually, concurrent with publication of Fair Market Rents. PHA may also request payment standard adjustments at times other than the annual review when circumstances warrant.

Adequacy/appropriateness of existing payment standard levels will consider:

1. The percentage of annual income families pay for rent under the voucher program (rent burdens);
2. Program utilization rates;
3. Rents for units currently leased;
4. Size and quality of units leased under the program;
5. Rental vacancy rates and rents in the market area; and
6. Success rates of voucher holders in finding units.

If it is determined that existing payment standard levels present an obstacle to achieving favorable success and/or utilization rates, reasonable rent burdens, or that families are generally renting low quality units, PHA may, within the basic range, raise the payment standard to a higher level.

If a PHA changes its payment standard schedule, resulting in a lower payment standard amount, during the term of a HAP contract, the PHA is not required to reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect [FR Notice 11/16/16]

PHA staff will be responsible for initiating this process by providing PHA with analyses that document the nature of the problem and recommend specific payment standard levels that will alleviate these hardships.

PHA may also reduce a payment standard for a specific bedroom size or all bedroom sizes if analysis shows a significant percentage of leased units of moderate to high quality have rents that are substantially below the payment standard level.

*Last modified: 15 April 2024*

## **20.3. Maximum Allowed Rents**

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All owners will be advised that by accepting each monthly housing assistance payment they are certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the same premises. If requested, the owner must give PHA information on rents charged by the owner for other units in the premises or elsewhere.

Participating families may pay more than the amount approved by PHA so long as their rent portion approved by PHA and any additional amount does not exceed 40% of their income.

*Last modified: 15 April 2024*

## **20.4. Owner Charges in Addition to Rent**

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Owner's will execute their own lease with tenants, but all owners will be required to include as an addendum to their lease the form HUD 52641-A, Tenancy Addendum for HCV Program.

Among other restrictions in this addendum, this addendum to the lease restricts other fees and charges to the participant family. Owners may not require

1. That requires that the family pay for charges related to supportive services or meals or furniture which may be provided by the owner and
2. Owner's may not charge the tenants extra amounts for items customarily included in the rent in the locality or items that are provided to unsubsidized tenants at no cost (i.e. parking, trash removal, etc.). If there are agreed upon charges in addition to rent, non-payment of these charges is not grounds for termination. Owners who fail to abide by the terms of the lease addendum may result in disapproval of the owner.

*Last modified: 15 April 2024*

## 20.5. Rent Reasonableness Determinations

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PHA is responsible for ensuring that the rents charged by owners are reasonable based upon objective comparables in the rental market [24 CFR 982.503, 982.507, PIH 2003-12].

PHA will complete a rent-reasonable determination prior to entering in to a new contract with the owner.

PHA will also complete a rent-reasonableness determination upon request by the owner to adjust the contract rent. PHA will ensure that the requested rent:

1. Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
2. Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

HUD requires PHAs to have a written method to determine and document that rent being charged by an owner is reasonable based on current rents for comparable unassisted units. Rent reasonableness determinations are mandated in the following instances:

1. At initial lease-up;
2. Before an increase in the rent to the owner; and
3. If there is a five percent decrease in the published FMR in effect 60 days before the HAP contract anniversary date.

PHA staff will maintain records which include comparable data on unassisted units on the market. This data will be used by staff in making their rent reasonableness determinations.

Records must take into account the following nine factors:

1. Location
2. Age of unit
3. Size
4. Amenities
5. Type (e.g., single family, duplex, garden, low-rise, high-rise, manufactured home)
6. Housing services
7. Quality
8. Maintenance
9. Utilities provided by the owner

HUD requires the PHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 10 percent decrease in the fair market rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct the PHA to make a determination at any other time. The PHA may decide that a new determination of rent reasonableness is needed at any time.

*Last modified: 15 April 2024*

## 20.6. Rent Reasonableness General Guidelines

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1. Assisted units cannot be used as comparables.
2. Gather data: This can be done by conducting telephone interviews, utilizing newspaper advertisements, obtaining the missing information by telephone, reviewing or conducting market surveys, contacting current owners for other owner referrals and other unit data, conducting site visits, contacting real estate agents, viewing posted vacancy signs, following up by telephone and using tax roll reports from local county HCV office.
3. When an assisted unit is vacated, that unit can then be added to the rent reasonableness database if re-rented by an unassisted family.
4. Each rent comparable unit is numbered for easy reference. All rent comparables will have an eight-digit code assigned for ease in identification. The first three digits will be the county code number. The fourth digit will be a letter signifying the structure type: A-low rise apartment, D-duplex, H-single family home, E-elevator/high rise apartment, M-manufactured home, T-townhouse/row house. The fifth digit identifies the bedroom size, and the last three digits will be the individual comparable number.
5. The rental information will be updated annually.
6. When rent increases are requested, the same references can be used unless there has been a significant change in the unit. In this case, a new comparable will be identified and used.
7. Two comparables must be submitted for each rent increase requested and approved. Where PHA staff do not have data to support the reasonableness of rent requested by an owner, the following options are available:
8. The owner must provide information on at least two comparable unassisted units owned by other parties. Units must be viewed by staff to assure comparableness and added to rent reasonableness database; or
  - a. The rent can be lowered to what is reasonable based on PHA data; or
  - b. The unit becomes ineligible for the program.
9. For larger bedroom size units where there is an inadequate supply of comparables, smaller size units may be used with reasonable adjustments for size differences.
10. Reasonable accommodations may be approved on a case-by-case basis for persons with disabilities. This may include obtaining approval from HUD for exception rents and providing documentation of such in the family file.

*Last modified: 15 April 2024*



## 20.7. Special Housing Types

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HUD regulations permit, but do not generally require, the PHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. The HCV Program will only approve one of the following special housing types when it is necessary to provide a reasonable accommodation for a family with disabilities [24 CFR 982.54(d)(16)]:

1. Single Room Occupancy housing;
2. Congregate housing;
3. Licensed Group homes (not more than 12 people may reside in a group home);
4. Shared Housing;
5. Cooperative Housing;
6. Assisted Living Facilities; and

The HCV Program will approve other HUD-permitted housing types including:

1. Single family dwellings;
2. Apartments;
3. Manufactured housing.

PHA has elected not to permit use of an Single Room Occupancy, Congregate Housing, Group Homes, Shared Housing and Cooperative Housing types in its program unless a special housing type is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

PHA may not set aside program funding for special housing types, or for a specific special housing type. The family chooses whether to rent housing that qualifies as a special housing type under this subpart, or as any specific special housing type, or to rent other eligible housing in accordance with requirements of the program. PHA may not restrict the family's freedom to choose among available units in accordance with Sec. 982.353.

*Last modified: 15 April 2024*

## 20.7.1. Single Room Occupancy

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A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

### Voucher housing assistance payment

The payment standard for SRO housing is 75 percent of the zero-bedroom payment standard amount on the PHA's payment standard schedule. The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance. The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

### Housing quality standards

The HQS in Sec. 982.401 apply to SRO housing. However, the standards in this section apply in place of Sec. 982.401(b) (sanitary facilities), Sec. 982.401© (food preparation and refuse disposal), and Sec. 982.401(d) (space and security). Since the SRO units will not house children, the housing quality standards in Sec. 982.401(j), concerning lead-based paint, do not apply to SRO housing.

Sanitary facilities, and space and security characteristics must meet local code standards for SRO housing. In the absence of applicable local code standards for SRO housing, the following standards apply:

1. Sanitary facilities.
  - a. At least one flush toilet that can be used in privacy, lavatory basin, and bathtub or shower, in proper operating condition, must be supplied for each six persons or fewer residing in the SRO housing.
  - b. If SRO units are leased only to males, flush urinals may be substituted for not more than one-half the required number of flush toilets. However, there must be at least one flush toilet in the building.
  - c. Every lavatory basin and bathtub or shower must be supplied at all times with an adequate quantity of hot and cold running water.
  - d. All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
  - e. Sanitary facilities must be reasonably accessible from a common hall or passageway to all persons sharing them. These facilities may not be located more than one floor above or below the SRO unit. Sanitary facilities may not be located below grade unless the SRO units are located on that level.
2. Space and security.
  - a. No more than one person may reside in an SRO unit.
  - b. An SRO unit must contain at least one hundred ten square feet of floor space.

- c. An SRO unit must contain at least four square feet of closet space for each resident (with an unobstructed height of at least five feet). If there is less closet space, space equal to the amount of the deficiency must be subtracted from the area of the habitable room space when determining the amount of floor space in the SRO unit. The SRO unit must contain at least one hundred ten square feet of remaining floor space after subtracting the amount of the deficiency in minimum closet space.
  - d. Exterior doors and windows accessible from outside an SRO unit must be lockable.
3. Access
  - a. Access doors to an SRO unit must have locks for privacy in proper operating condition.
  - b. An SRO unit must have immediate access to two or more approved means of exit, appropriately marked, leading to safe and open space at ground level, and any means of exit required by State and local law.
  - c. The resident must be able to access an SRO unit without passing through any other unit.
4. Sprinkler system. A sprinkler system that protects all major spaces, hard wired smoke detectors, and such other fire and safety improvements as State or local law may require must be installed in each building. The term ``major spaces'' means hallways, large common areas, and other areas specified in local fire, building, or safety codes.

*Last modified: 15 April 2024*

## 20.7.2. Congregate Housing

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Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA 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.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

Congregate housing: Housing quality standards. Sec. 982.609

1. HQS standards for congregate housing. The HQS in Sec. 982.401 apply to congregate housing. However, the standards in this section apply in place of Sec. 982.401© (food preparation and refuse disposal). Congregate housing is not subject to the HQS acceptability requirement in Sec. 982.401(d)(2)(i) that the dwelling unit must have a kitchen area.
2. Food preparation and refuse disposal: Additional performance requirements. The following additional performance requirements apply to congregate housing:
  - a. The unit must contain a refrigerator of appropriate size.
  - b. There must be central kitchen and dining facilities on the premises. These facilities:
    - i. Must be located within the premises, and accessible to the residents;
    - ii. Must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner;
    - iii. Must be used to provide a food service that is provided for the residents, and that is not provided by the residents; and
    - iv. Must be for the primary use of residents of the congregate units and be sufficient in size to accommodate the residents.
3. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

*Last modified: 15 April 2024*

## 20.7.3. Group Home

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A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides. If approved by the PHA, a live-in aide may live in the group home with a person with disabilities.

The PHA 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. When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

A group home must be licensed, certified, or otherwise approved in writing by the State (e.g., Department of Human Resources, Mental Health, Retardation, or Social Services) as a group home for elderly persons or persons with disabilities.

Sec. 982.613 Group home: Rent and voucher housing assistance payment

1. Meaning of pro-rata portion. For a group home, the term “pro-rata portion” means the ratio 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 equals one assisted person plus any PHA-approved live-in aide.
2. Rent to owner: Reasonable rent limit.
  - a. The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.
  - b. The reasonable rent for a group home is determined in accordance with Sec. 982.507. In determining reasonable rent for the group home, the PHA must consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private facilities.
3. Payment standard
  - a. Family unit size
    - i. Unless there is a live-in aide, the family unit size is zero or one bedroom.
    - ii. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
  - b. The payment standard for a person who resides in a group home is the lower of:
    - i. The payment standard amount on the PHA payment standard schedule for the family unit size; or

- ii. The pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size.
  - iii. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
- c. 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.

Sec. 982.614 Group home: Housing quality standards.

Compliance with HQS. The PHA may not give approval to reside in a group home unless the unit, including the portion of the unit available for use by the assisted person under the lease, meets the housing quality standards. Applicable HQS standards.

1. The HQS in Sec. 982.401 apply to assistance in a group home. However, the standards in this section apply in place of Sec. 982.401(b) (sanitary facilities), Sec. 982.401© (food preparation and refuse disposal), Sec. 982.401(d) (space and security), Sec. 982.401(g) (structure and materials) and Sec. 982.401(l) (site and neighborhood).
  - a. The entire unit must comply with the HQS.
2. The following additional performance requirements apply to a group home:
  - a. Sanitary facilities.
    - i. There must be a bathroom in the unit. The unit must contain, and an assisted resident must have ready access to:
      - ii. A flush toilet that can be used in privacy;
      - iii. A fixed basin with hot and cold running water; and
      - iv. A shower or bathtub with hot and cold running water
  - b. All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
  - c. The unit may contain private or common sanitary facilities. However, the facilities must be sufficient in number so that they need not be shared by more than four residents of the group home.
  - d. Sanitary facilities in the group home must be readily accessible to and usable by residents, including persons with disabilities.
3. Food preparation and service.
  - a. The unit must contain a kitchen and a dining area. There must be adequate space to store, prepare, and serve foods in a sanitary manner.
  - b. Food preparation and service equipment must be in proper operating condition. The equipment must be adequate for the number of residents in the group home. The unit must contain the following equipment:
    - i. A stove or range, and oven;
    - ii. A refrigerator; and
    - iii. A kitchen sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
  - c. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

- d. The unit may contain private or common facilities for food preparation and service.
4. Space and security.
    - a. The unit must provide adequate space and security for the assisted person.
    - b. The unit must contain a living room, kitchen, dining area, bathroom, and other appropriate social, recreational or community space. The unit must contain at least one bedroom of appropriate size for each two persons.
    - c. Doors and windows that are accessible from outside the unit must be lockable.
  5. Structure and material.
    - a. The unit must be structurally sound to avoid any threat to the health and safety of the residents, and to protect the residents from the environment.
    - b. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other significant damage. The roof structure must be firm, and the roof must be weather tight. The exterior or wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or large holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., must not present a danger of tripping or falling. Elevators must be maintained in safe operating condition.
    - c. The group home must be accessible to and usable by a resident with disabilities.
  6. Site and neighborhood. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the residents. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mud slides, abnormal air pollution, smoke or dust, excessive noise, vibrations or vehicular traffic, excessive accumulations of trash, vermin or rodent infestation, or fire hazards. The unit must be located in a residential setting.

*Last modified: 15 April 2024*

## 20.7.4. Shared Housing

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Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family. An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA 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. When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

### Sec. 982.618 Shared housing: Housing quality standards

1. Compliance with HQS. The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.
2. Applicable HQS standards. The HQS in Sec. 982.401 apply to assistance in shared housing. However, the HQS standards in this section apply in place of Sec. 982.401(d) (space and security).
3. Facilities available for family. The facilities available for the use of an assisted family in shared housing under the family's lease must include (whether in the family's private space or in the common space) a living room, sanitary facilities in accordance with Sec. 982.401(b), and food preparation and refuse disposal facilities in accordance with Sec. 982.401©.
4. Space and security: Performance requirements.
  - a. The entire unit must provide adequate space and security for all its residents (whether assisted or unassisted).
    - i. Each unit must contain private space for each assisted family, plus common space for shared use by the residents of the unit. Common space must be appropriate for shared use by the residents.
    - ii. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family may not be less than the family unit size.
    - iii. A zero or one bedroom unit may not be used for shared housing.

*Last modified: 15 April 2024*



## 20.7.5. Cooperative Housing

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A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged “rent” a cooperative member is charged a “carrying charge.” When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

Maintenance:

1. During the term of the HAP contract between the PHA and the cooperative, the dwelling unit and premises must be maintained in accordance with the HQS. If the dwelling unit and premises are not maintained in accordance with the HQS, the PHA may exercise all available remedies, regardless of whether the family or the cooperative is responsible for such breach of the HQS. PHA remedies for breach of the HQS include recovery of overpayments, abatement or other reduction of housing assistance payments, termination of housing assistance payments and termination of the HAP contract.
2. The PHA may not make any housing assistance payments if the contract unit does not meet the HQS, unless any defect is corrected within the period specified by the PHA and the PHA verifies the correction. If a defect is life-threatening, the defect must be corrected within no more than 24 hours. For other defects, the defect must be corrected within the period specified by the PHA.
3. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to perform any maintenance for which the family is responsible in accordance with the terms of the cooperative occupancy agreement between the cooperative member and the cooperative;
  - b. The family fails to pay for any utilities that the cooperative is not required to pay for, but which are to be paid by the cooperative member;
  - c. The family fails to provide and maintain any appliances that the cooperative is not required to provide, but which are to be provided by the cooperative member; or
  - d. Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
4. If the family has caused a breach of the HQS for which the family is responsible, the PHA must take prompt and vigorous action to enforce such family obligations. The PHA may terminate assistance for violation of family obligations in accordance with Sec. 982.552.

Section 982.404 does not apply to assistance for cooperative housing under this section.

*Last modified: 15 April 2024*

## 20.7.6. Manufactured Home

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A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV assisted families may occupy manufactured homes in two different ways.

1. A family can choose to rent a manufactured home already installed on a space and the PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.
2. HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space as well as certain other housing expenses. PHAs may, but are not required to, provide assistance for such families.

Housing quality standards. Sec. 982.621

A manufactured home must meet all the HQS performance requirements and acceptability criteria in Sec. 982.401. A manufactured home also must meet the following requirements:

1. Performance requirement. 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.
2. Acceptability criteria. A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Space Rental: Rent to owner. Sec. 982.622

What is included:

1. Rent to owner for rental of a manufactured home space includes payment for maintenance and services that the owner must provide to the tenant under the lease for the space.
2. Rent to owner does not include the costs 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.
3. Reasonable rent
  - a. During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined in accordance with this section. Section 982.503 is not applicable.
  - b. The PHA may not approve a lease for a manufactured home space until the PHA determines that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the PHA must re-determine that the current rent to owner is a reasonable rent.
  - c. The PHA must determine whether the rent to owner for the manufactured home space is a reasonable rent in comparison to rent for other comparable manufactured home spaces. To make this determination, the PHA must consider the location and size of the space, and any services and maintenance to be provided by the owner in accordance with the lease (without a fee in addition to the rent).

- d. By accepting each monthly housing assistance payment from the PHA, 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. The owner must give the PHA information, as requested by the PHA, on rents charged by the owner for other manufactured home spaces.

Manufactured home space rental: Housing assistance payment. Sec. 982.623

1. Housing assistance payment: (For certificate tenancy)
  - a. During the term of a certificate tenancy (entered prior to the merger date), the amount of the monthly housing assistance payment equals the lesser of the amounts specified in paragraphs (b)(1)(i) or (b)(1)(ii) of this section:
    - i. Manufactured home space cost minus the total tenant payment.
    - ii. The rent to owner for the manufactured home space.
  - b. "Manufactured home space cost" means the sum of:
    - i. The amortization cost,
    - ii. The utility allowance, and
    - iii. The rent to owner for the manufactured home space.
  - c. Amortization cost,
    - i. The amortization cost may include debt service to amortize cost (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 must be reduced by 15 percent to exclude debt service to amortize the cost of furniture, unless the PHA determines that furniture was not included in the purchase price.
    - ii. The amount of the amortization cost is the debt service established at time of application to a lender for financing purchase of the manufactured home if monthly payments are still being made. Any increase in debt service due to refinancing after purchase of the home is not included in amortization cost.
    - iii. Debt service for set-up charges incurred by a family that relocates its home may be included in the monthly amortization payment made by the family. In addition, set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize such charges.
2. Housing assistance payment for voucher tenancy:
  - a. There is a separate fair market rent for a manufactured home space. The FMR for a manufactured home space is determined in accordance with §888.113(e) of this title. The FMR for a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit.
  - b. The payment standard shall be determined in accordance with §982.505.
  - c. The PHA shall pay a monthly housing assistance payment on behalf of the family that is equal to the lower of:
    - i. The payment standard minus the total tenant payment; or
    - ii. The rent paid for rental of the real property on which the manufactured home owned by the family is located ("space rent") minus the total tenant payment.
    - iii. The space rent is the sum of the following as determined by the PHA:

- i. Rent to owner for the manufactured home space;
- ii. Owner maintenance and management charges for the space;
- iii. The utility allowance for tenant-paid utilities.

Space Rental: Utility allowance schedule. Sec. 982.624

The PHA must establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances must 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 must not cover costs payable by a family to cover the digging of a well or installation of a septic system.

*Last modified: 15 April 2024*

## 20.8. Utility Allowances

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PHA shall establish a utility allowance for all tenant-paid utilities (telephone, internet, and cable excluded). The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, PHA will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances [(24 CFR 960.253© &(d) and 966.4©(4)].

Effective January 1, 2024, foster children and foster adults are household members and will be considered when determining utility allowance.

1. Utility allowance revisions based on rate changes shall be on the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.
2. Higher Utility Allowance as a reasonable accommodation for a person with disabilities. Upon request from a family that includes a person with disabilities, PHA will approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. This could include scenarios where a family may have a higher energy consumption due to auxiliary aids or other similar scenarios.

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## **20.8.1. Utility Reimbursement**

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When the PHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

The PHA will make utility reimbursements directly to the participant family.

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## **20.8.2. Tenant-Responsible Utilities**

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Utilities for which the tenant has agreed to be responsible, as stated in the Request for Tenancy Approval (RFTA), are a family responsibility as specified at 24 CFR § 982.404. The denial of service, disconnection or shutting off utilities that the resident is responsible for paying or the discovery that a resident is tampering with utilities to illegally obtain service, may result in a recommendation for termination.

*Last modified: 15 April 2024*

## **21. Project Based Vouchers under the Rental Assistance Demonstration (RAD) Program**

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The Rental Assistance Demonstration (RAD) program was authorized in 2012 in order to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's four primary objectives are to:

1. Preserve and improve public and other assisted housing.
2. Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
3. Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
4. Increase tenant mobility opportunities.

This section will focus on public housing conversions to the PBV program under RAD. In order to distinguish between requirements for public housing conversion under RAD and PBV units under the standard PBV program, we will refer to the standard PBV program and the RAD PBV program.

The PHA has and may engage in RAD conversions that includes the construction of new housing and rehabilitation of existing former public housing projects. RAD properties may be leased to private developers through a long-term ground lease and other applicable agreements and documents. The properties would then be managed by these private developers, their affiliates, or third parties. PHCD acknowledges that such RAD properties may be subject to federal Tax Credit Requirements.

*Last modified: 15 April 2024*



## 21.1. Overview and Regulations

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The Project-Based Voucher Program was enacted in 1998 as part of the Quality Housing and Work Responsibility Act (QHWRA), with substantial revisions under the FY 2001 Appropriations Act. Based on a proposed rule and public comment, HUD published the Final Rule on November 14, 2005 and amended the rule in July, 2014 and further amended through HOTMA in 2016. Further guidelines for implementation are to be found in PIH Notices 2011-54, 2012-32 rev 3, 2013-11, 2014-17 and 2015-5, PIH 2016-17.

The Program may be administered by Housing Authorities that already administer a Tenant-Based Voucher Program under an Annual Contributions Contract (ACC) with HUD. The significant difference between the programs is that assistance is “attached to the structure” in the Project-Based Program while assistance is considered “portable” in the Tenant-Based Program. Under HUD Regulations at 24 CFR 983, a Housing Authority may commit up to 20% of its budget authority under the ACC to Project-Based Vouchers. Under HOTMA, this has been increased to 30% under specific conditions. Participation is allowed at the discretion of the individual Housing Authority. No additional funding is provided by HUD for the administration of the Program.

The PHA will utilize this Program to further its mission of creating and preserving affordable housing in its jurisdiction. This chapter defines the procedures and the criteria for acceptance of units to the program. The administrative procedures are set for per the HUD Final Rule and PIH RAD Notices. The chapter also provides policy and regulatory differences between the Project-Based and Tenant-Based Voucher Programs that are significant for owners and participants.

The PHA will operate a project-based voucher (PBV) program with up to the maximum twenty percent (20%) of its Housing Choice Voucher Program budget authority. In addition, PHA will explore the opportunity to increase to 30% under the revised regulations, once HUD places them into final format. In the event HUD increases the level of allowed budget authority that may be used for PBV assistance, the PHA may increase the PBV program up to the maximum level allowed by HUD.

Requirements specific to the RAD program may be found in the following:

1. Generally, public housing projects converting assistance under RAD are bound by the terms of the notice in effect at the time of closing.
2. Notice PIH 2019-23 was immediately applicable at the time of closing to all projects converting assistance (notwithstanding execution of a commitment for conversion). Notice PIH 2019-23 was published on September 5, 2019.
  - a. Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
3. Notice PIH 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions.
  - a. This Notice applies to all projects that have applied for RAD conversion but have not yet converted as of November 10, 2016.



## **21.1.1. Tenant-Based VS. Project-Based Voucher Assistance [24 CFR § 983.2]**

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Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of PHCD's policies related to tenant-based assistance also apply to RAD PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR § 983.2. Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, PHCD's policies for the tenant-based voucher program contained in this administrative plan also apply to the RAD PBV and non-RAD PBV units in a RAD converted development and its participants. This chapter is intended to address requirements specific to the RAD PBV and non-RAD PBV program only.

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## **21.1.2. Relocation Requirements [24 CFR 983.7]**

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Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

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## **21.1.3. Equal Opportunity Requirements [24 CFR § 983.8; 24 CFR § 5.105; Notice PIH 2016-17]**

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RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. These authorities prohibit discrimination and impose affirmative obligations on HUD program participants. PHCD must comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated. See the RAD Fair Housing, Civil Rights, and Relocation Notice [Notice PIH 2016-17] for more information.

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## **21.2. PHA Owned Units [24 CFR 983.59]**

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### **Selection of PHA-owned units**

The selection of PHA-owned units must be done in accordance with the proposal selection procedures set forth in this chapter of the Administrative Plan (24 CFR 983.51(e)). In the case of PHA-owned units, the following program services may not be performed by the PHA, but must be performed instead by an independent entity approved by HUD.

1. Determination of rent to owner for the PHA-owned units. Rent to owner for PHA-owned units is determined pursuant to Sec. 983.301 through 983.305 in accordance with the same requirements as for other units, except that the independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed, state-certified appraiser;
2. Initial and renewal HAP contract term. The term of the HAP contract and any HAP contract renewal for PHA-owned units must be agreed upon by the PHA and the independent entity approved by HUD.  
Any
3. Inspection of PHA-owned units as required by Sec. 983.103(f).

The independent entity that performs these program services may be the unit of general local government for PHA jurisdiction (unless PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

PHA may compensate the independent entity and appraiser from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). PHA may not use other program receipts to compensate the independent entity and appraiser for their services. The PHA, independent entity, and appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

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## **21.3. Housing Quality Standards [24 CFR § 983.101]**

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The housing quality standards (HQS) for the tenant-based program generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR § 5.703 do not apply to the PBV program.

### **Lead-based Paint [24 CFR 983.101( c )]**

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846),

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## **21.4. Housing Accessibility for Persons with Disabilities [Notice PIH 2016-17]**

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Federal accessibility requirements apply to all conversions, whether they entail new construction, alternations, or existing facilities. The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8. PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD's regulations at 24 CFR part 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR § 100.205, as applicable. (24 CFR § 983.102)

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## 21.5. Inspecting Units

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### **Initial Inspection [RAD Quick Reference Guide; Notice PIH 2019-23]**

Under standard PBV regulations at 24 CFR § 983.103(b), a PHA may not enter into a HAP contract until PHA has determined all units comply with HQS. In order to accommodate projects in which repairs are conducted, however, HUD has waived this requirement when units are undergoing rehabilitation. In this case, units must meet HQS by the date indicated in the RAD Conversion Commitment (RCC).

### **Turnover Inspections [24 CFR § 983.103©, FR Notice 1/18/17, and Notice PIH 2017-20]**

Before providing assistance to a new family in a contract unit, PHA must inspect the unit. PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

### **Biennial Inspections [24 CFR § 983.103(d); FR Notice 6/25/14]**

PHA will conduct biennial inspections for a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. PHA may also conduct inspections as often as deemed necessary to determine compliance with PHA's designated inspection standards.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, PHA must reinspect 100 percent of the contract units in the building.

### **Other Inspections [24 CFR § 983.103(e)]**

PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. PHA must consider complaints and any other information coming to its attention in scheduling inspections.

PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting a supervisory quality control HQS inspections, PHA should include a representative sample of both tenant-based and project-based units.

### **Inspecting PHA-Owned Units [24 CFR § 983.103(f); Notice PIH 2017-21]**

In the case of PHA-owned units, all required inspections must be performed by an independent entity designated by PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to PHA and to the HUD field office where the project is located. PHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by PHA-owner.

*Last modified: 15 April 2024*

## **21.6. Rehabilitated And Newly Constructed Units [24 CFR 983.151]**

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There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance. Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

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## **21.6.1. Agreement To Enter Into HAP Contract [24 CFR 983.152 – 983.154]**

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In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152©]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

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## **21.6.2. Content of the Agreement [24 CFR 983.152(d)]**

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At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

*Last modified: 15 April 2024*

## **21.6.2.1. Execution of the Agreement [24 CFR 983.153]**

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The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

*Last modified: 15 April 2024*

## 21.6.3. Conduct of Development Work

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### **Labor Standards [24 CFR 983.154(b)]**

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates. The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

### **Equal Opportunity [24 CFR 983.154( c )]**

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

### **Owner Disclosure [24 CFR 983.154(d) and (e)]**

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs. The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

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## **21.6.3.1. Completion of Housing and Acceptance of Units [24 CFR 983.155 – 983.156]**

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The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract. If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

*Last modified: 15 April 2024*

## 21.7. Housing Assistance Payments (HAP) Contract

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The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Before execution of the HAP contract, PHA will inspect each contract unit in accordance with the above section in this Chapter regarding inspecting units (24 CFR 983.103(b)). PHA may not enter into the HAP contract until PHA has determined that the unit complies with the HQS.

In the case of existing housing, the HAP contract must be executed promptly after PHA selection of the owner proposal and PHA inspection and acceptance of the housing.

In the case of newly constructed or rehabilitated housing the HAP contract must be executed after PHA has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion. In the HAP contract, the owner certifies that the units have been completed in accordance with the Agreement.

*Last modified: 15 April 2024*



## **21.7.1. Term of HAP Contract [Notice PIH 2019-23]**

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The initial term of the HAP contract may not be for less than 15 years and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to PHCD and HUD approval, at another site through a future transfer of assistance. Contracts are subject to the terms and conditions applicable at the time of each offer and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8°(13)(F) of The United States Housing Act of 1937, which permits a minimum term of one year, as well as 24 CFR § 983.205(a), which governs the contract

*Last modified: 15 April 2024*

## **21.7.2. Termination by PHA [24 CFR 983.205(c) and FR Notice 1/18/17]**

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The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

In times of insufficient funding, HUD requires that PHAs first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions

*Last modified: 15 April 2024*

## **21.7.3. Termination by Owner [24 CFR 983.205(d)]**

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If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.

### ***Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206, FR Notice 1/18/17, and Notice PIH 2017-21]***

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the PHA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owner's required notice period ends. The PHA must provide the family with a voucher and the family must also be given the option by the PHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the PHA HCV tenant-based program and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

### **Remedies for HQS Violations [24 CFR 983.208(b)]**

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

*Last modified: 15 April 2024*

## 21.7.4. Amendments to the HAP Contract

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### **Substitution of Contract Units [24 CFR 983.207(a)]**

At the PHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

### **Addition of Contract Units [FR Notice 1/18/17 and Notice PIH 2017-21]**

The PHA and owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed. The additional PBV units, however, are still subject to the PBV program cap and individual project caps. Prior to attaching additional units without competition, the PHA must submit to the local field office information outlined in FR Notice 1/18/17. The PHA must also detail in the administrative plan their intent to add PBV units and the rationale for adding units to the specific PBV project.

### **Floating Units [Notice PIH 2019-23]**

1. Upon request of the owner to the voucher agency that will administer the project, HUD will permit assistance to float among units within the project that are the same bedroom size.

The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

2. If PHA chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward.

3. PHA may float assistance among unoccupied units within the project. Tracking of the number and type of units at the property, as well as identification of comparable units when assistance is floated, will be maintained by each property.

### **Reduction in HAP Contract Units [Notice PIH 2019-23]**

1. Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

2. PHA may not reduce the number of assisted units without written HUD approval. Any HUD approval of PHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose.

3. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR § 983.207, or where the development has "floating" units.

*Last modified: 15 April 2024*

## **21.7.5. Owner Responsibilities under the HAP Contract [24 CFR § 983.210]**

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When the owner executes the HAP contract, they certify that at such execution and at all times during the term of the HAP contract:

1. All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
2. The owner is providing all services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases;
3. Each contract unit for which the owner is receiving HAP is leased to an eligible family referred by PHCD, and the lease is in accordance with the HAP contract and HUD requirements;
4. To the best of the owner's knowledge, the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
5. The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
6. The amount of the HAP the owner is receiving is correct under the HAP contract;
7. The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
8. Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
9. The family does not own or have any interest in the contract unit (this does not apply to the family's membership in a cooperative); and
10. Repair work on the project selected as an existing project that is performed after HAP contract execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

*Last modified: 15 April 2024*

## **21.7.6. Vacancy Payments [24 CFR § 983.352(b)]**

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At the discretion of PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the moveout month. The amount of the vacancy payment will be determined by PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner, including amounts available from the tenant's security deposit.

*Last modified: 15 April 2024*

## **21.8. Selection of PBV Program Participants**

Many of the provisions of the tenant-based voucher regulations [24 CFR part 982] also apply to the PBV program (see chapter 7). This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

*Last modified: 15 April 2024*

## **21.8.1. Eligibility for PBV assistance [24 CFR § 983.251(a) and (b)]**

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Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and PHCD, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR § 982.201(a) and 24 CFR § 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR §§ 5.216 and 5.218] and consent to PHCD's collection and use of family information regarding income, expenses, and family composition [24 CFR § 5.230].

PHCD may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

PHCD will determine an applicant family's eligibility for the RAD PBV program in accordance with the policies in Chapter 2 of this administrative plan.

*Last modified: 15 April 2024*



## **21.8.1.1. Prohibited Rescreening of Existing Tenants upon Conversion [Notice PIH 2019-23]**

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Current households cannot be excluded from occupancy at the covered project based on any rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. Post-conversion, the tenure of all residents of the covered project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified by Notice PIH 2019-23 (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

Further, so as to facilitate the right to return to the assisted property, this provision must apply to current public housing residents of the converting project that will reside in non-RAD PBV units placed in a project that contain RAD PBV units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR § 983 for non-RAD PBV. Any non-RAD PBV units located in the same project are also subject to the right to return.

For the RAD PBV program, in-place family means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

*Last modified: 15 April 2024*

## **21.8.1.2. Organization of the Waiting List [24 CFR § 983.251©; Notice PIH 2019-23]**

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The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and project-based assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

*Last modified: 15 April 2024*

## **21.8.1.3. Selection from the Waiting List [24 CFR § 983.251( c )]**

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After conversion to RAD PBV, applicants who will occupy units with RAD PBV assistance must be selected from PHA's waiting list. PHA may establish selection criteria or preferences for occupancy of particular PBV units and may place families referred by the PBV owner on its designated site-based waiting lists.

*Last modified: 15 April 2024*

## **21.8.1.4. Income Targeting [24 CFR § 983.251(c)(6); Notice PIH 2019-23]**

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At least 75 percent of the families admitted to PHCD's tenant-based and project-based voucher programs during PHCD fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place (i.e., public housing residents) at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements. Any non-RAD PBV units located in the same project are also subject to these requirements.

*Last modified: 15 April 2024*

## **21.8.1.5. Units with Accessibility Features [24 CFR § 983.251( c )(7)]**

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When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, PHA must first refer families who require such features to the owner.

*Last modified: 15 April 2024*

## **21.8.1.6. Preferences [24 CFR § 983.251(d); FR Notice 11/24/08; Notice PIH 2019-23]**

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PHA may use the same selection preferences that are used for the tenant-based voucher program, the PBV program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

*Last modified: 15 April 2024*

## 21.8.1.7. Offer of PBV Assistance

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### Acceptance of Offer [24 CFR § 983.252]

#### 1. Family Briefing

a) When a family accepts an offer for PBV assistance, PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, PHA must provide a briefing packet that explains how PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

#### 2. Persons with Disabilities

a) If an applicant family's head or spouse is disabled, PHA must assure effective communication, in accordance with 24 CFR § 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. In addition, PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

### Refusal of Offer [24 CFR § 983.251(e)(3)]

1. PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- a) Refusing to list the applicant on the waiting list for tenant-based voucher assistance
- b) Denying any admission preference for which the applicant qualifies
- c) Changing the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under PHA's selection policy
- d) Removing the applicant from the tenant-based voucher waiting list

### Disapproval by Landlord [24 CFR § 983.251(e)(2)]

1. If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

### Persons with Limited English Proficiency

1. PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Section 3).

*Last modified: 15 April 2024*

## **21.8.1.8. Owner Selection of Tenants**

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The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

### **Leasing [24 CFR § 983.253(a)]**

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by PHA from PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on PHA's subsidy standards.

### **Filling Vacancies [24 CFR § 983.254(a)]**

The owner must promptly notify PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

*Last modified: 15 April 2024*



## 21.9. Occupancy

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After an applicant has been selected from the waiting list, determined eligible by PHA, referred to an owner, and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

*Last modified: 15 April 2024*

## **21.9.1. Lease [24 CFR § 983.256]**

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The tenant must have legal capacity to enter into a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner. The tenant and the owner must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

### **Lease Requirements [24 CFR § 983.256( c ); Notice PIH 2019-23]**

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.
- PHA must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD.

### **Tenancy Addendum [24 CFR § 983.256(d)]**

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by PHA (the names of family members and any PHA-approved live-in aide)
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

### **Initial Term and Lease Renewal [24 CFR § 983.256(f); PBV Quick Reference Guide 10/14]**

- Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with, and must be signed on or before the effective date of the RAD PBV HAP contract.
- The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:
  - The owner terminates the lease for good cause;
  - The owner and tenant agree to terminate the lease;
  - The owner and tenant agree to terminate the lease

- PHA terminates the HAP contract;
- PHA terminates assistance for the family.

### **Changes in the Lease [24 CFR § 983.256(e)]**

- If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give PHA a copy of all changes.
- The owner must notify PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by PHA and in accordance with the terms of the lease relating to its amendment. PHA must re-determine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The re-determined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

### **Owner Termination of Tenancy [24 CFR § 983.257; Notice PIH 2019-23]**

- With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see 24 CFR § 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.
- Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the standard PBV program. These procedural rights must be included in the owner’s lease. In addition to the regulations at 24 CFR § 983.257 related to project owner termination of tenancy and eviction, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease, which may not be less than:
  - A reasonable period of time, but not to exceed 30 days:
    - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - In the event of any drug-related or violent criminal activity or any felony conviction;
  - Not less than 14 days in the case of nonpayment of rent;
  - Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply;
  - These provisions apply to non-RAD PBV units located in the project as well.

### **Tenant Absence from the Unit [24 CFR §§ 983.256(g) and 982.312(a)]**

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR § 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period.

### **Continuation of Housing Assistance Payments [24 CFR 982.258]**

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family’s other rights under its lease, nor will

such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

**Security Deposits [24 CFR § 983.259; PBV Quick Reference Guide 10/14]**

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise the security deposit requirements for standard PBV apply.

- The owner may collect a security deposit from the tenant. PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.
- PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.
- When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.
- The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.
- If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

*Last modified: 15 April 2024*

## **21.9.2. Reexaminations [PBV Quick Reference Guide 10/14]**

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A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, PHA does not need to recertify tenants at the point of conversion.

*Last modified: 15 April 2024*

## **21.9.3. Earned Income Disallowance**

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Effective January 1, 2024, HUD will be discontinuing the Earned Income Disallowance (EID). As a result, no new individuals may qualify for the EID after December 31, 2023.

Any individual who has an EID as of December 31, 2023, may continue to receive the EID, as described in this section, until it expires.

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID until the maximum 2-year disallowance time frame expires. No new families may be added. Further, within two years from the effective date of the final rule implementation (January 1, 2026), no family will receive the EID benefit.

Upon the expiration of the EID for such families, the rent adjustment will not be subject to rent phase-in; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time. Any non-RAD PBV units located in the same project are also subject to these requirements.

Under the HCV program, the EID exclusion is limited to only persons with disabilities [24 CFR § 5.617(e)]

*Last modified: 15 April 2024*

## 21.10. Moves

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### **Overcrowded, Under-Occupied, and Accessible Units [24 CFR § 983.260; Notice PIH 2019-23]**

All in-place tenants at the time of conversion are eligible to remain in the project. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family. Any non-RAD PBV units located in the same project are also subject to these requirements.

Following conversion, the standard PBV regulations apply. If PHA determines that a family is occupying a wrong-size unit, based on PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, PHA must promptly notify the family and the owner of this determination, and PHA must offer the family the opportunity to receive continued housing assistance in another unit.

PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit. PHA may offer the family the following types of continued assistance in the following order, based on the availability of assistance:

1. PBV assistance in the same building or project;
2. PBV assistance in another project;
3. Tenant-based voucher assistance.

If PHA offers the family a tenant-based voucher, PHA must terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by PHA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, PHA must remove the unit from the HAP contract.

If PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by PHA, or both, PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by PHA and remove the unit from the HAP contract.

When PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, PHA will terminate the housing assistance payments at the expiration of this 30-day period.

PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

### **Family Right to Move, Choice Mobility [24 CFR § 983.261]**

1. The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to PHA.
2. Prior to providing notice to the owner to terminate the lease, the family may submit a written request to PHA for a choice mobility voucher at any time after completing the 12-month occupancy requirement.
3. If the family wishes to move with continued tenant-based assistance, the family must contact PHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance.
4. If a voucher or other comparable tenant-based assistance is not immediately available, PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.
5. If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

### **Emergency Transfers under VAWA [Notice PIH 2017-08]**

1. Except where special consideration is needed for the project-based voucher program, PHA will follow VAWA policies as outlined in this administrative plan.
2. HUD requires that PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.
3. When the victim of domestic violence, economic abuse, technological abuse, dating violence, sexual assault, or stalking has lived in the unit for less than one year, PHA will provide several options for continued assistance.
4. PHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where PHA has PBV units. PHA will expedite the administrative processes in his case in an effort to conduct the transfer as quickly as possible. If assistance is transferred to another development, PHA will give priority to the participant on the other development's waiting list. If no units are available for an internal transfer to a PBV development or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either tenant-based rental assistance (HCV) or assistance in PHA's public housing program. Such a decision will be made by PHA based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program. PHA has adopted a waiting list preference for victims of domestic violence, economic abuse, technological abuse, dating violence, sexual assault, and stalking in both its HCV and public housing programs in order to expedite this process.
5. If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, PHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where PHA has PBV units. PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.
6. If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to PHA's public housing program. PHA has adopted a waiting list preference for



victims of domestic violence, economic abuse, technological abuse, dating violence, sexual assault, and stalking as part of the public housing ACOP in order to expedite this process.

*Last modified: 15 April 2024*

## 21.11. Rent To Owner

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The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is re-determined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

*Last modified: 15 April 2024*

## **21.11.1. Rent Limits [24 CFR 983.301]**

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Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

*Last modified: 15 April 2024*

## **21.11.2. Certain Tax Credit Units [24 CFR 983.301( c )]**

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For certain tax credit units, the rent limits are determined differently than for other PBV units.

Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

*Last modified: 15 April 2024*

## **21.11.3. Reasonable Rent [24 CFR 983.301(e) and 983.302( c )(2)]**

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At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by PHA, except rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

### **How to Determine Reasonable Rent**

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

**Comparability Analysis** For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

### **PHA-Owned Units**

For PHA-owned units, the amount of the reasonable rent must be determined by an independent entity approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to PHA and to the HUD field office where the project is located.

*Last modified: 15 April 2024*

## **21.11.4. Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]**

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When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When re-determining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

*Last modified: 15 April 2024*

## **21.11.4.1. Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)]**

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While small area FMRs (SAFMRs) do not apply to PBV projects, PHAs that operate a tenant based program under SAFMRs may apply SAFMRs to all future PBV HAP contracts. If the PHA adopts this policy, it must apply to all future PBV projects and the PHA's entire jurisdiction. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy.

Further, the PHA may apply SAFMRs to current PBV projects where the notice of owner selection was made on or before the effective date of PHA implementation, provided the owner is willing to mutually agree to doing so and the application is prospective. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy. If rents increase as a result of the use of SAFMRs, the rent increase may not be effective until the first anniversary of the HAP contract.

*Last modified: 15 April 2024*

## **21.11.5. Adjusting Contract Rents [Notice PIH 2019-23; PBV Quick Reference Guide 10/14]**

Contract rents will be adjusted annually only by HUD's operating cost adjustment factor (OCAF) at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR §§ 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents.

The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR § 983.303.

Contract rents may not exceed the reasonable rent, with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract. However, the rent to owner may fall below the initial contract rent in the following situations:

1. To correct errors in calculations in accordance with HUD requirements;
2. If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR § 983.55 (prohibition of excess public assistance);
3. If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:

1. The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the Federal Register; or
2. The reasonable rent

The administering PHA (or independent entity, if the project is PHA-owned) is responsible for processing rent adjustments, at each contract anniversary date, in accordance with the prevailing OCAF. At least 120 days before the contract anniversary date, HUD recommends that the owner submit the OCAF rent adjustment worksheet (Form HUD-9625) to PHA administering the PBV assistance (or the independent entity). PHA will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR § 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent can only be increased up to the reasonable rent. The approved rent adjustment will go into effect and the new rents to owner will take effect on the date of the contract anniversary.

### **Rent Decrease**

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

*Last modified: 15 April 2024*



# 21.12. Payments to Owner

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*Last modified: 15 April 2024*

## **21.12.1. Housing Assistance Payments [24 CFR 983.351]**

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During the term of the HAP contract, PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and PHA agree on a later date.

Except for discretionary vacancy payments, PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

*Last modified: 15 April 2024*

## **21.12.2. Vacancy Payments [24 CFR § 983.352]**

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If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if PHA determines that the vacancy is the owner's fault.

If PHA determines that the owner is responsible for a vacancy and as a result is not entitled to keep the housing assistance payment, PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. PHA will require the owner to repay the amount owed.

At the discretion of PHA, the HAP contract may provide for vacancy payments to the owner. PHA may only make vacancy payments if:

1. The owner gives PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
4. The owner provides any additional information required and requested by PHA to verify that the owner is entitled to the vacancy payment;
5. The owner must submit a request for vacancy payments in the form and manner required by PHA and must provide any information or evidentiary support required by PHA to determine the amount of any vacancy payment.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified PHA of the vacancy in accordance with the policy in Section 18-V.G. regarding filling vacancies. In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by PHA within 10 business days of PHA's request, no vacancy payments will be made.

*Last modified: 15 April 2024*

## **21.12.3. Tenant Rent To Owner [24 CFR § 983.353; Notice PIH 2019-23]**

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The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by PHA. The owner must immediately return any excess payment to the tenant.

### **Initial Certifications [Notice PIH 2019-23]**

For the initial certification, PHA will use the family's public housing tenant rent (reflected on line 10f of the family's most recent 50058) at the date of conversion to calculate HAP and tenant rent for the PBV program. PHA will use this amount until the effective date of the earlier of the family's first regular or interim recertification following the conversion. At that point, PHA will use the family's TTP based on the recertification and the applicable utility allowance (HCV or RAD PBV site-based, as applicable) to determine PBV HAP and tenant rent. Any non-RAD PBV units located in the same project are subject to the same requirements.

### **Tenant and PHA Responsibilities**

1. The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by PHA.
2. Likewise, PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

### **Utility Reimbursements**

1. If the amount of the utility allowance exceeds the total tenant payment, PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.
2. PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If PHA chooses to pay the utility supplier directly, PHA must notify the family of the amount paid to the utility supplier.

*Last modified: 15 April 2024*

## **21.12.4. Other Fees and Charges [24 CFR § 983.354]**

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### **Meals and Supportive Services**

1. With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

### **Other Charges by Owner**

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

*Last modified: 15 April 2024*

## **22. Repayment of Amounts Owed to PHA**

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Except as otherwise required under Enterprise Income Verification discrepancies, PHA has the discretion to enter into repayment agreements with program participants for amounts owed to PHA. If the debt has not been expunged by operation of law, and the participant has not intentionally committed any act that led to the amount owed, PHA may discuss a repayment agreement with the participant. Currently, the debt will be considered expunged by operation of law if the time period has exceeded five (5) years and PHA has not attempted to collect the debt within the five-year period [24 CFR § 982.54(d)(17)].

*Last modified: 15 April 2024*

## 22.1. Standards for Repayment

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If a repayment agreement is offered to a participant in lieu of full payment, it will be in writing and may be within the following guidelines:

1. Amounts of payments in repayment agreement may not exceed the difference between Tenant Rent (TTP) and 40% of adjusted income [Payment Thresholds PIH 2010-19 and 24 CFR 982.552 (c)(1)(viii)]. Where possible, PHA will attempt to have all repayment agreements resolved within twelve (12) months.
2. If the repayment is due to fraud PHA reserves the right to require payment in full within 30 days or the participant will be terminated from the program,
3. Failure to make required payments may result in termination of housing assistance

*Revision: 1 — Last modified: 16 April 2024*



## **22.1.1. Additional Time for Repayment and Other Exceptions**

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Any terms allowing more time for repayment or for a lower down payment must be approved by Executive Director (or designated representative). A hearing officer shall also have the discretion to set the amounts and length of time for repayment. Strict adherence to the terms of the repayment agreement by the participant is necessary otherwise benefits may be terminated in accordance with this plan.

PHA will not enter into more than one repayment agreement with a family within a five year period. If the participating family accrues additional debt, PHA will seek to terminate assistance.

*Last modified: 15 April 2024*

## **22.1.2. Owner Debts to the PHA**

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If PHA determines that the owner has retained housing assistance or claim payments the owner is not entitled to, PHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the agency may take action, including, but not limited to one or more of the following:

1. Require the owner to pay the amount in full within thirty (30) days;
2. Enter into a (re)payment agreement with the owner for the amount owed;
3. Pursue collections through the local court system;
4. Restrict the owner from future participation.

*Last modified: 15 April 2024*

## **22.1.3. Debts Due to Misrepresentation/Non-Reporting of Information**

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HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes any false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of HCV program funds in violation of HCV program requirements.

1. Family Error / Late Reporting: Families who owe money to PHA due to the family's failure to report increases in income will be required to pay in a lump sum within ninety (90) days. If the family pays the amount in full within this time period, PHA may continue assistance to the family.
2. Program Fraud: Families who owe money to PHA due to program fraud will be required to pay the amount in full within thirty (30) days. If the full amount is paid within this time period, and the family is still eligible, PHA may continue assistance to the family.

If a family owes an amount which equals or exceeds Ten Thousand Dollars (\$10,000.00) as a result of program fraud, the case will be referred to the Inspector General. At the discretion of PHA's Executive Director and Board of Commissioners, these cases may also be referred for criminal prosecution.

*Last modified: 15 April 2024*

## 22.1.4. Collections Activity

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Debts owed to PHA, whether by an owner or a family, are subject to collections activity. PHA will make every effort to the recover debts, including, but not limited to:

1. Requests for lump sum payments;
2. Civil suits;
3. Payment agreements;
4. Abatements;
5. Reductions in future HAP payment(s) to owner;
6. Collection agencies;
7. Credit bureaus;
8. Income tax set-off programs.

*Last modified: 15 April 2024*

# **23. Providing Information and Complaints**

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*Last modified: 15 April 2024*

## 23.1. Information to Owner

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Owners participating in the HCV program will be provided the following information about the program participation [24 CFR 982.54(d)(7)].

1. The participant's current and prior address as shown in PHA records;
2. The address of the participant's current and prior landlord; and
3. A statement to the effect that the Agency has not screened the family's background or suitability for tenancy with the exception of a criminal and sex offender background check in accordance with PHA's policies.

The landlord is responsible for any other screening to be completed in a non-discriminatory manner. Landlords are responsible for determining whether to conduct their own criminal background checks to decide if the family is suitable for tenancy. If the current or potential owner requests criminal background information on an applicant/tenant, PHA may not release details of the criminal background check but may notify the owner verbally over the telephone or in writing whether the family is eligible for assistance.

In cases involving a victim of domestic violence, dating violence, sexual assault, or stalking, PHA must provide information to the owner regarding the participant's claim. PHA must provide the same type of information to all families and owners.

*Last modified: 15 April 2024*

## 23.2. Complaints

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PHA shall promptly notify the owner of any complaints by or about the family concerning its tenancy or housing as it relates to their tenancy or the HCV program. PHA has the right to request action by the owner or a response as to the resolution or outcome of the issue. In responding to a complaint, PHA may require the family to come to the HCV Office for an interview to address its concerns regarding participation in the HCV program. Members of the public may file complaints against owners, tenants, and employees of PHA by submitting a letter describing the specific problems to:

**Executive Director**  
**Chester Housing Authority**  
**2678 Dawson Drive, Building 100**  
**Chester, SC 29706**

PHA will investigate allegations of fraud or illegal activity committed by housing program applicants and participants. Incidents of fraud or illegal activity may be reported by calling PHA's main phone numbers. All calls are confidential and callers remain anonymous at all times.

All non-fair housing and ADA complaints shall be reviewed by an appropriate staff member and answered in no more than thirty (30) calendar days; Fair Housing/ADA shall be reviewed immediately (not more than 10 days). Persons filing complaints shall be informed on a regular basis as to the progress of their complaint and any decisions made by PHA. Persons wishing to report welfare fraud may do so by calling or writing PHA's main office.

*Revision: 1 — Last modified: 16 April 2024*

## 24. Owner Disapproval and Restrictions

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PHA shall limit, deny or terminate participation of owners in any of the following circumstances [24 CFR 982.54(d)(8)]:

1. When the owner is debarred, suspended, or subject to a limited denial of participation by HUD;
2. When directed by HUD as a result of an administrative or judicial action in violation of the Fair Housing Act;
3. When an owner has a history of uncorrected HQS;
4. When an owner has a history of fair housing violations or complaints;
5. When an owner has been convicted of fraud, bribery or any corrupt or criminal act in connection with any federal housing program;
6. When an owner has violated a HAP contract pursuant to the federal regulation at (24 CFR part 982);
7. When an owner has engaged in any drug-related or violent criminal activity;
8. When an owner has not paid local property real estate taxes, fines or assessments;
9. When an owner has claimed homestead exemption on the assisted unit;
10. When the owner is any member of the participant family, unless PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. When the owner has not paid in full all utility bills related to the tenancy of a HCV family that are owner responsibility;
12. When an owner has a history of failing to terminate the tenancy of HCV participants for activity engaged by the participant family, any member of the household, guest or other person that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants, for drug-related criminal activity; or violent criminal activity;
13. When the owner fails to execute the Housing Choice Voucher Landlord Certification of Responsibility form.
14. When an owner has a history of being abusive towards PHA's staff or program participants.
15. Nothing in this Administrative Plan is intended to give or confer any rights upon any owner any right to participate in PHA's HCV Program. There are no appeal rights for the Agency's decision to disapprove owner participation.

*Last modified: 15 April 2024*



## 24.1. Transfer of Ownership

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Section 14 of the existing HAP contract requires the owner to obtain prior written consent of PHA before any assignment of the HAP contract. In the event prior written consent was not requested nor granted, the HAP contract will be terminated.

1. When a family is notified of a transfer of ownership, the family must provide PHA with a copy of the Transfer of Ownership documents upon receipt from the owner, no later than ten (10) business days after receipt.
2. The new owner must submit all necessary paperwork and documents to HCV Program staff and be qualified as an owner.
3. At the time of notification, PHA shall stop payment to the former owner. If there is an overlap between the transfer of ownership date and the date the payments are stopped, PHA shall not be responsible for funds already disbursed to the former owner and Housing Assistance Payment disbursements shall be settled between the new and the previous owners.

*Last modified: 15 April 2024*

## 24.2. Foreclosure

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Families receiving HCV assistance are entitled to certain protections set forth under the Protecting Tenants at Foreclosure Act (PTFA) [ (Section 8° of the U.S. Housing Act of 1937, 42 U.S.C. 1437f°),].

If PHA learns that the property is in foreclosure, PHA must (PIH Notice 2009-17) [“PROTECTING TENANTS AT FORECLOSURE: NOTICE OF RESPONSIBILITIES PLACED ON IMMEDIATE SUCCESSORS IN INTEREST PURSUANT TO FORECLOSURE OF RESIDENTIAL PROPERTY.”](#)

1. Make all reasonable efforts to determine the status of the foreclosure and ownership of the property. This information can most likely be obtained through information that has been sent to the tenant notifying them of the foreclosure, and possibly in a 90 day notice to vacate. Additionally, PHA may review legal notices in the local newspaper or the local governments’ website to keep apprised of foreclosure actions initiated against owners of HCV assisted properties.
2. Continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract. With the exception of HUD-insured mortgages or loans, defaulting on a mortgage/ loan is not a breach of the HAP contract.
3. Attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. The written agreement should include a request for owner information such as a Tax Identification Number, and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is nevertheless effective by operation of law.
4. Inform the tenant that they must continue to pay rent in accordance with the lease, and if the successor in interest refuses to accept payment or cannot be identified, the tenant should pay the rent into escrow, because failure to pay rent may constitute an independent ground for eviction.
5. If PHA is unable to make HAP payments to the successor in interest due to: (1) An action or inaction by the successor in interest that prevents such payments, including the rejection of payments or the failure of the successor to maintain the property in accordance with Housing Quality Standards (HQS); or (2) An inability to identify the successor, PHA should inform the family of this. In order to ensure adequate protection of the tenant’s rights under the statutory authority as well as enforcing performance of the successor in interest under the HAP contract, PHA should refer tenants, as services are needed, to the local Legal Aid Office.

*Revision: 2 — Last modified: 16 April 2024*

## 25. Definitions

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### **Absorption**

In portability: the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

### **Adjusted income**

Annual income, less allowable HUD deductions and allowances.

### **Administrative Fee**

Fee paid by HUD to the PHA for the administration of the program.

### **Administrative Plan**

The plan that describes PHA's policies for administration of the tenant-based programs.

### **Admission**

The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

### **Adult**

A person who is eighteen (18) years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.

### **Annual Contributions Contract (ACC)**

The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

**Annual income** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

### **Applicant (Applicant Family)**

A family that has applied for admission to a program but is not yet a participant in the program.

### **Assets**

The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

### **Child/Minor**

Means a member of the family other than the family head or spouse who is under eighteen (18) years of age.

### **Childcare Expenses**

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to

actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen**

A citizen or national of the United States.

**Criminal Records**

All criminal arrest records for persons 18 years of age or older, including but not limited to, sex offender records and registration records, and any court dispositions, including but not limited to, nolo contendere, nolle prosequi, withholds of adjudication and adjudications of guilt. The term "criminal records" does not include records unavailable to PHA by operation of law, including juvenile records, sealed or expunged records, exempt records under the state's Public Records Act, or other records unavailable to PHA under state and federal laws. PHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.

**Dating Violence**

Violence committed by a person:

- who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - the length of the relationship;
  - the type of relationship, and
  - the frequency of interaction between the persons involved in the relationship.

**Dependent**

A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability Assistance Expenses**

Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus. These allowances are given when calculating adjusted income for attendant care and auxiliary apparatus in excess of ten (10) percent of annual income.

**Disabled Family**

A family whose head, spouse, or sole member is a person with disabilities; or two (2) or more persons with disabilities living together; or one (1) or more persons with disabilities living with one or more live-in aides.

**Displaced Family**

Includes persons who can document that they have been displaced by a natural disaster declared by the

President of the United States, displaced through no fault of their own, by governmental action, or displaced by domestic violence.

**Domestic Violence**

Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabited with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Drug-related Criminal Activity**

Illegal manufacture, sale, distribution, or use of a drug, or possession of a drug, with the intent to manufacture, sell, distribute or use the drug pursuant to State law.

**Elderly Family**

A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; or two or more persons who are at least sixty-two (62) years of age living together; or one or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.

**Elderly Person**

A person sixty-two (62) years of age or older.

**Extremely Low-Income Family**

A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher. Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. See 24 CFR 5.603.

**Fair Housing Act**

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

**Fair Market Rent (FMR)**

The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR Part 888.

**Family**

Family includes, but is not limited to regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family;
- The remaining member of a participant family;
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a participant family;
- A single person or a group of persons who reside together; and who are related by blood or marriage, or who exhibit a stable familial relationship.

**Family Income**

Family Income means the annual income derived from all sources of the family members expected to reside in the dwelling unit and upon which rent is to be based.

**Family Rent to Owner**

The portion of the rent to the owner paid by the participant family.

**Family Share**

The amount of rent and utilities paid by the participant family.

**Family Unit Size**

The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

**Foster Adult**

A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

**Foster Child**

A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency ( e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

**Fraud**

Deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and is not committed accidentally.

**Full-Time Student**

A person registered for and carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Gross Rent**

The sum of the rent to the owner plus any utility allowance.

**HAP Contract**

The housing assistance payments contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

**Head of Household**

The family member who is 18 years or older and held responsible and accountable for the family, normally considered to be the official tenant of record on the lease.

**Household**

A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

**Housing Assistance Payment (HAP)**

The monthly assistance payment by PHA, including the monthly rent payment to the owner, and an additional payment the family if the total assistance payment exceeds the rent to owner.

**Housing Quality Standards (HQS) (NSPIRE effective 10/1/2024)**

Refers to the HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD**

United States Department of Housing and Urban Development.

**Initial Rent to Owner**

The rent to owner at the beginning of the HAP contract term.

**Income Limits**

Income limits are those published by HUD that determine a family's eligibility for the HCV.

**Immediate Family Members**

Immediate family members are as follows: sons, daughters, brothers, sisters, parents, grandparents and grandchildren.

**Imputed Asset**

An asset disposed of for less than fair market value during the two years preceding examination or reexamination.

**Imputed Asset Income**

The PHA-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed \$5,000.

**Income**

Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

**Initial PHA**

In portability, the term refers to both: (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**Jurisdiction**

The area in which the PHA has authority under State and local law to administer the program.

**Landlord**

Either the owner of the property or his/her representative, or the managing agent or his/her representative, as shall be designated by the owner.

**Lease**

A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

**Live-in Aide**

A person eighteen (18) years of age or older who resides with one (1) or more elderly persons, or near elderly persons, or persons with disabilities who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the financial support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

The live-in aide's income is not counted when determining family income.

**Local Preference**

A preference used by the PHA to select among applicant families.

**Low Income Family**

A family whose Annual Income does not exceed eighty percent (80%) of the median family Income for the area, as determined by HUD with adjustments for smaller and larger families.

**Manufactured Home**

A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. (A special housing type: see 24 CFR 982.620 and 982.621.)

**Medical Expenses**

Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance (a deduction for elderly or disabled families only). These allowances are given when calculating adjusted income for medical expenses in excess of 3 percent of annual income.

**Minor**

A member of the family household other than the family head or spouse, who is under 18 years of age.



**Mixed Family**

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Monthly Adjusted Income**

One twelfth of adjusted income.

**Monthly Income**

One twelfth of annual income.

**Near-Elderly Family**

A family whose head of household, spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

**Net Family Assets**

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Noncitizen**

A person who is neither a citizen nor national of the United States.

**Offer**

The term "offer" is used in the context of project-based assistance and means an offer of a unit that is vacant, appropriate for the household in size and type, and meets applicable housing quality standards.

**Owner (Landlord)**

Any person or entity with the legal right to lease or sublease a unit to a participant.

**Persons with Disabilities**

Under federal discrimination law, an individual is disabled if he/she has a physical or mental impairment that

substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. This definition does not include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic, who poses a direct threat to the health, safety, and right to peaceful enjoyment of the premises by other residents.

**Portability**

Renting a dwelling unit with a Section 8 housing choice voucher outside the jurisdiction of the initial PHA.

**Public Housing Agency (PHA)**

Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

**Reexamination/Recertification Date**

The date on which the annual re-examination of eligibility for continued occupancy is due and which may or may not result in a rent change.

**Reasonable Rent**

A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

**Reasonable accommodation**

A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

**Receiving PHA**

In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

**Single Person**

A person living alone and who does not qualify as an elderly family, disabled family, displaced person, or as the remaining member of a tenant family.

**Security Deposit**

A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

**Sexual Assault**

Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Sexual Orientation**

Homosexuality, heterosexuality or bisexuality.

*Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, enacted in 2012, protects transgender and gender non-conforming people from housing and employment*

*discrimination. [FR Notice 02/03/12]*

**Stalking**

To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

**Single Person**

A person living alone or intending to live alone.

**Social Security Number (SSN)**

The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

**Subsidy Standards**

Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Tenancy Addendum**

For the housing choice voucher program, the lease language required by HUD in the lease between the tenant and the owner.

**Tenant**

The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant Error**

Occurs when the tenant by action or by inaction breaches a lease, regulation or other program requirement because of a misunderstanding of rules. Tenant errors are considered unintentional program violations, as compared to fraud.

**Tenant Rent to Owner**

See family rent to owner.

**Term of Lease**

The amount of time a tenant agrees in writing to live in a dwelling unit.

**Total tenant payment (TTP)**

The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**Unit**

Residential space for the private use of a family. The size of a unit is based on the number of bedrooms

contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

**Units with Accessible Features**

A unit which has been altered in a manner that has some accessible features that assist persons with disabilities.

**Utilities**

Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.

**Utility Allowance**

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility Reimbursement**

The portion of the housing assistance payment which exceeds the amount of rent to owner.

**Very Low-Income Family**

A family whose Annual Income does not exceed fifty percent (50%) of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Veteran**

A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**Violence Against Women Reauthorization Act (VAWA) of 2013**

Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis that the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Voucher Holder**

A family holding a voucher with an unexpired term (search time).

**Voucher Program**

The housing choice voucher program.

**Violent Criminal Activity**

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage pursuant to State law.

**Waiting List** The list of applicants who are waiting to be verified eligible for admittance to housing programs

administered by PHA and offered the benefit as it becomes available.

*Last modified: 15 April 2024*