MISC. ATTACHMENTS

b) Administrative Plan

Parma Public
Housing Agency

ADMINISTRATIVE PLAN

Housing Choice Voucher

Effective: *June 16, 2008*

CHAPTER 1 - STATEMENT OF POLICIES AND OBJECTIVES **7**

A. HOUSING AUTHORITY MISSION STATEMENT 7
B. PURPOSE OF THE PLAN 7
C. ADMINISTRATIVE FEE RESERVE 7
D. TERMINOLOGY 7
E. FAIR HOUSING POLICY 8
Request for Reasonable Accommodation *8*
Non-Discrimination and Accessibility for Persons with Disabilities: *11*
Verification of Disability *11*
F. OWNER OUTREACH 11
G. LIMITED ENGLISH PROFICIENCY 12
H. VIOLENCE AGAINST WOMENS ACT - NOTIFICATION TO PARTICIPANTS AND LANDLORDS [PUB.L. 109-162] 12
Notification to Participants *12*
Notification to Owners and Managers *12*

CHAPTER 2 - ELIGIBILITY FOR ADMISSION **13**

A. ELIGIBILITY FACTORS 13
B. FAMILY COMPOSITION [24 CFR 982.201 (C), HUD 50058 IB, P. 13] 13
Head of Household [24 CFR 5.504(b)] *14*
Spouse of Head *14*
Co-Head *14*
Live-in Attendants [24 CFR 5.403 and 24 CFR 5.609(b)] *14*
Split Households Prior to Voucher Issuance [24 CFR 5.403] *15*
Multiple Families in the Same Household *15*
Joint Custody of Children *15*
Portability *15*
C. APPLICANT SCREENING 15
D. TENANT SCREENING [24 CFR 982.307(A)(1)]. 16
Discrimination Claims *16*
E. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE HAP CONTRACT 16
F. INELIGIBLE FAMILIES 16
G. SOCIAL SECURITY NUMBERS 16
H. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [PUB.L. 109-162] 16
Notification and Victim Documentation *17*
Perpetrator Removal or Documentation of Rehabilitation *18*
PHA Confidentiality Requirements *18*
I. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [PUB.L. 109-162] 18

CHAPTER 3 - SELECTION AND ADMISSION **19**

A. APPLICATION PROCESS 19
B. OPENING & CLOSING THE WAITING LIST 19
Placement on the Waiting List *20*
C. FULL APPLICATION PROCEDURES 20
Requirement to Attend Interview *20*
D. VERIFICATION 21
Self-Certification *21*
E. STATUS WHILE ON WAITING LIST 22
F. TIME OF SELECTION 22
G. WAITING LIST 22
H. SPECIAL ADMISSIONS 22
I. LOCAL PREFERENCE 22
J. INCOME TARGETING 23
K. DETERMINATION OF LOCAL PREFERENCE QUALIFICATION 23

L. TARGETED FUNDING 23
M. REMOVAL FROM WAITING LIST AND PURGING 23

CHAPTER 4 - SUBSIDY STANDARDS 25

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE 25
B. EXCEPTIONS TO SUBSIDY STANDARDS 25
Request for Exceptions to Subsidy Standards 26
PHA Error 26
Changes for Applicants 26
Changes for Participants 26
Under-Housed and Over-Housed Families 26

CHAPTER 5 - VOUCHER ISSUANCE AND BRIEFINGS 27

A. BRIEFING TYPES AND REQUIRED ATTENDANCE 27
Initial Applicant Briefing 27
B. SECURITY DEPOSIT REQUIREMENTS 27
C. TERM OF VOUCHER 27
Expirations 28
Suspensions 28
Extensions 28
Assistance to Voucher Holders 28
D. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 5.403] 28
E. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER 29

CHAPTER 6 - REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION 30

A. REQUEST FOR TENANCY APPROVAL (RTA [FORM HUD-52517]) 30
B. ELIGIBLE TYPES OF HOUSING 30
C. LEASE REVIEW 30
Actions Before Lease Term 31
D. SEPARATE AGREEMENTS 31
E. RENT REASONABLENESS 31
F. INFORMATION TO OWNERS 32
G. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE 33
H. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT EXECUTION PROCESS 33

CHAPTER 7 - FACTORS RELATED TO TTP, FAMILY SHARE DETERMINATION, AND OCCUPANCY 34

A. DISALLOWANCE OF EARNED INCOME FOR PERSONS WITH DISABILITIES 34
Tracking the Earned Income Exclusion 34
B. MINIMUM RENT 35
C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT 35
Absence of Any Member 35
Absence Due to Full-time Student Status 35
Absence due to Incarceration 36
Absence of Children Due to Placement in Foster Care 36
Absence of Entire Family 36
Caretaker for Children 37
Visitors 37
Reporting Additions to Owner and PHA 38
Reporting Absences to the PHA 38
D. MINIMUM INCOME 38
E. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME 38
F. REGULAR CONTRIBUTIONS AND GIFTS 39
G. ALIMONY AND CHILD SUPPORT 39
H. LUMP-SUM RECEIPTS 39
Prospective Calculation Methodology 39

Retroactive Calculation Methodology *40*
Attorney Fees *40*
I. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS 40
J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE 40
K. CHILD CARE EXPENSES 40
- *Child care to work:* *41*
- *Child care for school:* *41*

L. MEDICAL EXPENSES 41
M. UTILITY REIMBURSEMENT PAYMENTS 41

CHAPTER 8 - HOUSING QUALITY STANDARDS AND INSPECTIONS 42

A. GUIDELINES/TYPES OF INSPECTIONS 42
B. INITIAL HQS INSPECTION 42
Timely Initial HQS Inspection *42*
C. ANNUAL HQS INSPECTIONS 43
Time Standards for Repairs *43*
Rent Increases *43*
D. MOVE-OUT/VACATE 43
E. SPECIAL/COMPLAINT INSPECTIONS 44
F. QUALITY CONTROL INSPECTIONS 44
G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS 44
H. EMERGENCY REPAIR ITEMS 44
I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) 44
Abatement *44*
Reduction of Payments *45*
Termination of HAP Contract *45*
J. DETERMINATION OF RESPONSIBILITY 45
K. CONSEQUENCES IF FAMILY IS RESPONSIBLE 45

CHAPTER 9 - OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS 46

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM 46
B. MAKING PAYMENTS TO OWNERS 46
Excess Payments *46*
C. RENT REASONABLENESS DETERMINATIONS 47
Rent Reasonableness Methodology *47*
D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM 48
E. ADJUSTMENTS TO PAYMENT STANDARDS 48
Assisted Families Rent Burdens *48*
Quality of Units Selected *48*
PHA Decision Point *48*
Rent to Owner Increases *48*
Time to Locate Housing *49*
Lowering of the Payment Standard *49*
Financial Feasibility *49*
File Documentation *49*
F. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM 49

CHAPTER 10 - RECERTIFICATIONS 50

A. ANNUAL ACTIVITIES 50
Moves Between Reexaminations *50*
Reexamination Notice to the Family *50*
Completion of Annual Recertification *50*
Persons with Disabilities *50*
Recertification Appointment *50*
Failure to Respond to Notification to Recertify *51*
Documents Required From the Family *51*

Tenant Rent Changes *51*
B. REPORTING INTERIM CHANGES 51
Interim Reexamination Policy *51*
Decreases in Income *51*
PHA Errors *52*
C. OTHER INTERIM REPORTING ISSUES 52
D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS 52
E. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS 52
Procedures when the Change is Reported in a Timely Manner *52*
Procedures When the Change is Not Reported by the Family in a Timely Manner *52*
Procedures When the Change is Not Processed by the PHA in a Timely Manner *53*
F. MISREPRESENTATION OF FAMILY CIRCUMSTANCES 53

CHAPTER 11 - MOVES WITH CONTINUED ASSISTANCE/PORTABILITY 54

A. ALLOWABLE MOVES 54
B. RESTRICTIONS ON MOVES 54
Grounds for Denial or Termination of Assistance *55*
C. PROCEDURE FOR MOVES 55
Issuance of Voucher *55*
Notice Requirements *55*
Time of Contract Change *55*
D. PORTABILITY 56
E. OUTGOING PORTABILITY 56
Restrictions on Portability *56*
F. INCOMING PORTABILITY 56
Absorption or Administration *56*
Income and Total Tenant Payment of Incoming Portables *57*
Requests for Approval of Tenancy *57*
Terminations *57*
Billing Procedures *58*

CHAPTER 12 - CONTRACT TERMINATIONS 59

A. CONTRACT TERMINATION 59
B. TERMINATION BY THE FAMILY: MOVES 59
C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS 59
Evidence of Criminal Activity *59*
Termination of Tenancy Decisions *59*
Exclusion of Culpable Household Member *60*
Consideration of Rehabilitation *60*
D. TERMINATION OF THE CONTRACT BY PHA 61
Notice of Termination *61*

CHAPTER 13 - DENIAL OR TERMINATION OF ASSISTANCE 62

A. GROUNDS FOR DENIAL/TERMINATION 62
Form of Denial/Termination *62*
Mandatory Denial and Termination [24 CFR 982.553(b) and 982.551(l)] *62*
Failure to Provide Consent [24 CFR 982.552(b)(3)] *62*
Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)] *62*
Failure to Provide Social Security Documentation [24 CFR 5.218(c)] *63*
Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06] ... *63*
Grounds for Denial or Termination of Assistance *63*
B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY 64
Purpose *64*
Administration *64*
Screening of Applicants *64*
HUD Definitions *65*

Definition of Violent Criminal Activity *65*
Standard for Violation *65*
Denial for Drug Related and Violent Criminal Activity *66*
Denial of Assistance for Sex Offenders *66*
Termination of Assistance for Participants *66*
Notice of Termination of Assistance *67*
Required Evidence *67*
Confidentiality of Criminal Records 68
Housing Authority Discretion *68*
Enforcing Family Obligations *68*
Notification of Eviction *69*
Proposed Additions to the Family *69*
Family Member Moves Out *69*
Limitation on Profit-Making Activity in Unit *69*
Interest in Unit *69*
Fraud *69*
C. PROCEDURES FOR NON-CITIZENS 70
Denial or Termination Due to Ineligible Immigrant Status *70*
False or Incomplete Information *70*
Procedure for Denial or Termination *70*
D. OPTION NOT TO TERMINATE FOR MISREPRESENTATION 70
E. MISREPRESENTATION IN COLLUSION WITH OWNER 70
F. MISSED APPOINTMENTS AND DEADLINES 70
G. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [PUB.L. 109-162, PUB.L. 109-271] 71
Victim Documentation *71*
Terminating the Assistance of a Domestic Violence Perpetrator *72*
PHA Confidentiality Requirements *72*

CHAPTER 14 - OWNER DISAPPROVAL AND RESTRICTION 73

A. DISAPPROVAL OF OWNER 73
B. OWNER RESTRICTIONS AND PENALTIES 74
C. CHANGE IN OWNERSHIP 74

CHAPTER 15 - OWNER OR FAMILY DEBTS TO THE PHA 75

A. REPAYMENT AGREEMENT FOR FAMILIES 75
B. DEBTS OWED FOR CLAIMS 75
Late Payments *75*
C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION 76
Family Error/Late Reporting 76
Repayment Procedures for Program Fraud *76*
D. GUIDELINES FOR REPAYMENT AGREEMENTS 76
E. OWNER DEBTS TO THE PHA 76
F. WRITING OFF DEBTS 77

CHAPTER 16 - COMPLAINTS AND APPEALS 78

A. COMPLAINTS TO THE PHA 78
Categories of Complaints *78*
B. REASONABLE ACCOMODATION - BEHAVIOR RELATED TO DISABILITY 78
C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS 78
Procedure for Review *79*
D. INFORMAL HEARING PROCEDURES 79
Notification of Hearing *80*
The PHA's Hearing Procedures *80*
E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" 82

INS Determination of Ineligibility *82*
F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES 83

CHAPTER 17 - SPECIAL HOUSING TYPES 84

Verification of Need for Reasonable Accommodation *84*
A. SINGLE ROOM OCCUPANCY 84
B. CONGREGATE HOUSING 84
C. GROUP HOMES 84
D. SHARED HOUSING 85
E. COOPERATIVE HOUSING 85
F. MANUFACTURED HOMES 86

CHAPTER 18 - EIV POLICY 87

A. ENTERPRISE INCOME VERIFICATION 87

CHAPTER 1 - STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 program was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance program, is described in and implemented throughout this Administrative Plan. The Section 8 Tenant-Based Assistance programs are federally funded and administered for the City of Parma by the Parma Public Housing Agency.

Administration of the Section 8 Housing Choice Voucher (HCV) program and the functions and responsibilities of the Parma Public Housing Agency (PHA) staff shall be in compliance with the Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 HCV program regulations as well as all Federal, State and local Fair Housing laws and regulations.

Jurisdiction

The jurisdiction of the PHA is the County of Cuyahoga.

A. HOUSING AUTHORITY MISSION STATEMENT

The mission of the PHA is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

B. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and the Parma Public Housing Agency's mission contained in this Plan. The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The PHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The Governing Board of the Agency must approve the original Plan and any subsequent changes. This Plan is available for public review at the PHA office, along with the most current version of 24 CFR Part 982, the section of the Code of Federal Regulations for the Section 8 HCV Program, 24 CFR Part 5, the general program requirements and 24 CFR Part 8, non-discrimination.

C. ADMINISTRATIVE FEE RESERVE

Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not exceed $20,000 per occurrence nor more than $100,000 in the aggregate for each fiscal year without the prior approval of the PHA's Governing Board.

D. TERMINOLOGY

- The Parma Public Housing Agency is referred to as "PHA" throughout this document.
- "Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.
- "Tenant" is used to refer to participants in terms of their relation to landlords.
- "Landlord" and "Owner" are used interchangeably.
- "Disability" is used where "handicap" was formerly used.
- "Disability" – See Appendix 1 - Detailed Definitions Related to Disabilities
- "Elderly Person" – an elderly person is a person who is at least 62 years of age.
- "Non-Citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S.

citizens and eligible immigrants.

- A "Near-Elderly" person is a person who is 50-61 years of age.
- The Section 8 programs are also known as the Regular Tenancy Certificate, Over FMR Tenancy (OFTO) and Voucher programs. The HCV program refers to the merged program effective as of October 1, 1999.
- "HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.
- "Failure to Provide" refers to all requirements in the first Family Obligation.
- "Family Obligations" – See Appendix 2 – Statement of Family Obligations.
- "Merger Date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher programs into the HCV program.

E. FAIR HOUSING POLICY

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

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal, State and local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

If the applicant or participant is a person with disabilities, and requires a specific accommodation in order to fully utilize the PHA's programs and services, the individual must contact the Housing Agency and request an accommodation.

The PHA office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the Ohio Relay Service at 1-800-750-0750.

Request for Reasonable Accommodation

Reasonable Accommodations [24 CFR §§ 8.20, 8,21, 8.24 and 8.33]. PHA's and other recipients of Federal financial assistance are required to make reasonable adjustments to their rules, policies, practices and procedures in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the housing unit, the common areas of a dwelling or participate in or access programs and activities conducted or sponsored by the PHA and/or recipient. When a family member requires a policy modification to accommodate a disability, PHA's must make the policy modification unless doing so would result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. If providing such an accommodation would result in an undue financial and administrative burden, the PHA is required to take any other action(s) that would not result in an undue burden financial and administrative burden.

The PHA will only request information that is necessary to evaluate the disability-related need for an accommodation. The PHA will not inquire about the nature or extent of any disability.

Non-Discrimination and Accessibility for Persons with Disabilities:
PHA Requirements for the HCV program (24 CFR § 8.28). In carrying out the requirements of 24 CFR § 8.28, the PHA or other recipient administering a Housing Choice Voucher Program shall:

(1) In providing notice of the availability and nature of housing assistance for low income families under program requirements, adopt a suitable means to ensure that the notice reaches eligible individuals with disabilities and that they can have an equal opportunity to participate in the application process for the Housing Choice Voucher Program:

I. In its activities to encourage participation by owners, include encouragement of participation by owners having accessible units;
II. When issuing a Housing Voucher to a family which includes an individual with disabilities include a current listing of available accessible units known to the PHA and, if necessary, otherwise assist the family in locating an available accessible dwelling unit;
III. Take into account the special problems of locating an accessible unit when considering requests by eligible individuals with disabilities for extensions of Housing Choice Vouchers;
IV. In order to ensure that participating owners do not discriminate in the recipient's federally assisted program, a recipient shall enter into a HUD approved contract with participating owners, which contract shall include necessary assurances of non-discrimination.

Verification of Disability
The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Before an accommodation is provided, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is so obvious, or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Department of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

The PHA encourages its participants to make requests for reasonable accommodations using the Agencies reasonable accommodation form. However, the PHA will consider an accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

Medical records on the individual will not be retained in the participants file, but will be returned to the individual or destroyed.

Once a request for an accommodation is presented, the PHA will respond in writing, within 10 business days.

F. OWNER OUTREACH

The Parma Public Housing Agency will encourage participation by owners of units located outside areas

of poverty or minority concentration. The PPHA will take the following actions to encourage such participation by landlords:

- The PHA will conduct periodic meetings with participating owners to improve owner relations and recruit new owners
- Landlord meetings will include information on the benefits of renting units outside areas of poverty and minority concentration.
- Packets given to landlords by prospective tenants will include information on the benefits of renting target units and maps identifying areas of poverty and minority concentration.
- The HQS inspector will discuss with landlords, who own targeted units, the benefits of renting such units to subsidized households and encourage further participation

G. LIMITED ENGLISH PROFICIENCY

Where feasible and the resources are available, the PHA shall utilize bilingual staff/volunteers to act as interpreters and translators, will pool resources with other PHA's, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the HA. The interpreter may be a family member or friend.

H. VIOLENCE AGAINST WOMENS ACT - NOTIFICATION TO PARTICIPANTS AND LANDLORDS [Pub.L. 109-162]

VAWA requires PHA's to notify public housing program participants of their rights under this law, including their right to confidentiality and the limits thereof.

Notification to Participants

The PHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination. The notice will explain the protections afforded under the law, inform the participant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers. The PHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA.

Notification to Owners and Managers

VAWA requires PHA's to notify owners and managers of their rights and responsibilities under this law and inform property owners and managers of their screening and termination responsibilities related to VAWA. The PHA may utilize any or all of the following means to notify owners of their VAWA responsibilities:

- As appropriate in day to day interactions with owners and managers.

Inserts in HAP payments, 1099s, owner workshops, classes, orientations, attach to new unit landlord forms, and/or newsletters, signs in the PHA lobby and/or mass mailings which include model VAWA certification forms.

CHAPTER 2 - ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines the PHA's criteria for admission and denial of admission to the program. The policy of the PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The PHA staff will review all information provided by the family carefully and with regard to factors defined in this Chapter and HUD requirements. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

The PHA accepts applications only from families whose Head or Spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must be:

- A "Family"
- "Income Eligible"
- A citizen or a non-citizen that has eligible immigration status as defined by HUD

An applicant must furnish all documentation required by HUD within the specified timeframes. The family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Eligibility factors will be verified before the family is issued a Voucher.

Income eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be one of the following [24 CFR 982.201]:

- An extremely low-income family.
- A very low-income family.
- A low-income family that is continuously assisted under the 1937 Housing Act will be considered an income eligible applicant if the family has received assistance under any 1937 Housing Act program within 120 days of Voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

At least 75% of the families admitted to the PHA's program during PHA fiscal year must be extremely low income families.

B. FAMILY COMPOSITION [24 CFR 982.201 (c), HUD 50058 IB, p. 13]

The applicant must qualify as a "Family". A "Family" may be a single person or a group of persons. A "Family" includes a family with or without a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a "Family".

A single person "Family" may be:

- An elderly person
- A displaced person
- A person with a disability

Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

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

A "Family" also includes:

- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.
- Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides.

Head of Household [24 CFR 5.504(b)]

The "Head of Household" is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under Federal, State, and local law. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

Spouse of Head

"Spouse" means the husband or wife of the Head of Household.

For proper application of the non-citizens rule, the definition of spouse is the marriage partner who, in order to dissolve the relationship, and would have to be divorced.

Co-Head

"Co-Head" means an individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both [hud-50058 ib, P. 13]. A co-head never qualifies as a dependent.

Live-in Attendants [24 CFR 5.403 and 24 CFR 5.609(b)]

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

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

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

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to non-citizen rule requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.
- Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.
- A live-in aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled.
- The PHA will approve a live-in aide, if needed, as a reasonable accommodation to make the

program accessible to and usable by the family member with a disability in accordance with HUD requirements.

At any time, the PHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if [24 CFR 982.16(b)]:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related or violent criminal activity; or
- The person currently owes rent or other amounts to the PHA or to another PHA in connection with HCV or Public Housing assistance under the 1937 Act.
- The person fails to provide documentation to permit the PHA to conduct the required screening.

Split Households Prior to Voucher Issuance [24 CFR 5.403]
When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the PHA will make the decision taking into consideration the following factors:

- Which family member applied as Head of Household;
- Which family unit retains the children or any disabled or elderly members;
- Role of domestic violence in the split; and
- Recommendations of social service agencies or qualified professionals such as children's protective services.

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

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

Joint Custody of Children
Children who are subject to a joint custody agreement but live with the parent who is receiving or will receive assistance at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

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

Portability
For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live and they must provide written documentation that they have been a resident of Cuyahoga County for a full calendar year prior to their portability request.

C. APPLICANT SCREENING

In an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, the PHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and

violent criminal behavior. Such screening will apply to any member of the household who is 18 years of age or older.

D. TENANT SCREENING [24 CFR 982.307(a)(1)].

The PHA will not screen family behavior or suitability for tenancy. The PHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA will inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)] . The PHA must also inform the owner or manager or their responsibility to comply with VAWA. [Pub. 109-162]

The PHA must provide the owner with the family's current and prior address (as shown in the PHA records); and the name and address (if known to the PHA) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].

Discrimination Claims

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

E. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE HAP CONTRACT

Changes that occur during the period between issuance of a Voucher and lease up may affect the family's eligibility or share of the rental payment. Families are responsibility for notifying the PHA of any changes in family income and/or family composition within ten (10) calendar days from the date the change occurred. The PHA may deny assistance for applicants who fail to report changes in a timely manner.

F. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status.

G. SOCIAL SECURITY NUMBERS

The PHA requires the disclosure of Social Security Numbers, if the member has a SSN regardless of age. This is necessary to fulfill the PHA's requirements on EIV and PIC data processing.

H. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program:

- That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
  Definitions: As used in VAWA:
- The term *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 shares a child in common, by a person who is cohabitating with or has cohabitated 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.
- The term *dating violence* means 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
  - The frequency of interaction between the persons involved in the relationship
- The term *stalking* means:
  - 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 (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
- The term *immediate family member* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
  - Any other person living in the household of that person and related to that person by blood and marriage.

Notification and Victim Documentation

The PHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the PHA's policies. Therefore, if the PHA makes a determination to deny admission to an applicant family, the PHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

The documentation must include two (2) elements:

- A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking; and
- One of the following:
  - A police or court record documenting the actual or threatened abuse; or
  - A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The

professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation with her or his request for an informal review. If after reviewing the documentation provided by the applicant the PHA determines the family is eligible for assistance, no informal review will be scheduled and the PHA will proceed with admission of the applicant family.

Perpetrator Removal or Documentation of Rehabilitation

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the PHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

I. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

Section 606(1) of the Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits the PHA from denying admission to an applicant who otherwise qualifies for the public housing program on the basis that the applicant is a victim of domestic violence, dating violence, or stalking. Section 606(1) further stipulates that any provision of any federal, state, or local law that provides greater protection to such a victim takes precedence over VAWA. VAWA imposes no other specific restrictions or requirements on the PHA with respect to denial of admission.

CHAPTER 3 - SELECTION AND ADMISSION

INTRODUCTION

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

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

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

A. APPLICATION PROCESS

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

Families who wish to apply for any one of the PHA's programs must complete a written pre-application form for each program when the waiting list is open. Pre-applications will be made available in an accessible format upon request for a person with a disability.

When the waiting list is open, any family asking to be placed on the waiting list for HCV rental assistance will be given the opportunity to complete a pre-application.

The application process occurs in two phases. The first involves completion of a pre-application form for assistance. This first phase results in the family's participation in the lottery for possible placement on the waiting list.

The second phase is the full application for admission. During this phase, the family must provide additional information that is used to verify that all HUD and PHA eligibility criteria are met, and, if so, leads to issuance of a Voucher.

B. OPENING & CLOSING THE WAITING LIST

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

When the PHA opens the waiting list, the PHA will advertise through public notice in the following newspapers, minority publications and media entities, locations, and programs for which applications are being accepted:

- The Cleveland Plain Dealer
- Call and Post
- Sun Newspapers

The notice will contain:

- The dates, times, and the locations where families may apply;
- The programs for which applications will be taken;
- A brief description of the programs;
- A statement that Public Housing residents must submit a separate application if they want to apply for HCV; and
- Limitations, if any, on who may apply.

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

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

The PHA will specify the closing date in the same public notices that announce the opening date of the waiting list. The notice will also state any limitation on the number of pre-applications that will be selected during the lottery process. The PHA may limit the number of pre-applications placed on the waiting list based upon its estimate of the number of applicants needed to fill openings for the next 36 months. Any pre-applications remaining after the maximum number to be selected will be discarded.

Placement on the Waiting List

When the period for accepting pre-applications is over, the PHA will conduct a lottery to determine placement of some or all of the pre-applicants on the waiting list. The date of the lottery drawing will be published in the same notice announcing the opening of the waiting list. The lottery will be open to the public. However, those who have completed a pre-application do not need to be present at the drawing to be assigned a number for placement on the waiting list.

Two separate drawings will occur as part of the lottery process. The pre-applications will be divided into two groups - those claiming a local preference and those with no local preference. The drawing for placement of the group of local preference pre-applications will occur first. All pre-applicants in this category will be placed on the waiting list in accordance with the number drawn and before any pre-applicants with no local preference. The drawing for pre-applicants with no local preference will follow with rank on the waiting list based upon the number drawn.

Families that are selected by lottery and placed on the waiting list are referred to as applicants.

C. FULL APPLICATION PROCEDURES

When applicants are nearing the top of the waiting list, they will be notified in writing of the need to complete a full application and attend an interview. The purpose of the full application and interview is to permit the PHA to verify family eligibility or ineligibility.

Requirement to Attend Interview

The PHA utilizes a full application form and interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by

providing information about the application and verification process, as well as to advise the family of other PHA services or programs, which may be available.

All adults in the household are required to attend the interview and complete the forms and certifications required by HUD and the PHA.

The applicant will be notified of an upcoming interview by letter. It is the applicant's responsibility to reschedule the interview if there is a conflict with the scheduled time. This must be done at least 24 business hours before the original interview date stated in the letter scheduling the interview.

Failure to contact the PHA to reschedule or failure to appear for a scheduled meeting will result in the removal of the applicant from the waiting list. If this occurs, the family will be notified in writing and offered an opportunity to request an informal review.

If the PHA determines at or after the interview that additional information or documents are needed, the PHA will request the documents or information, in writing. The family will be given ten (10) calendar days to supply the information. If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance.

Reasonable accommodations will be made for persons with a disability who require an advocate. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the PHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a Voucher and the family's orientation to the housing program.

D. VERIFICATION

Information provided by the applicant will be verified in accordance with federal requirements. Verifications may not be more than 60 days old at the time of issuance of the Voucher.

Written notification of eligibility will be:

- Mailed to the applicant by first class mail; or
- Distributed to the applicant in the manner requested as a specific accommodation.

If the family is determined to be eligible, a Voucher briefing will be scheduled for the issuance of a Voucher and the family's orientation to the HCV program.

If the family is determined to be ineligible based on the information provided in the application, the PHA will notify the family, in writing (in an accessible format upon request as a reasonable accommodation), state the reasons, and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

Self-Certification

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA. The PHA may require a family to certify that a family member does not receive a particular type of income or benefit. The self-certification must be made in a format acceptable to the PHA and must be

signed by the family member whose information or status is being verified. All self certifications must be signed in the presence of a PHA representative or PHA notary public.

E. STATUS WHILE ON WAITING LIST

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

F. TIME OF SELECTION

When Vouchers are available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding and/or Vouchers unavailable for the family at the top of the list, the PHA will not admit any other applicant until funding and/or Vouchers are available for the first applicant.

G. WAITING LIST

The PHA uses one waiting list for admission to its HCV program. Except for special admissions, applicants will be selected from the PHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Plan.

H. SPECIAL ADMISSIONS

If HUD awards a PHA program funding that is targeted for a specific category of families, the PHA will admit these families under a special admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The PHA maintains separate records of these admissions.

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

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

I. LOCAL PREFERENCE

The PHA gives preference to the following:

- Veteran Preference: To veterans or surviving spouses of veterans. As used in this section, Veteran means a person who has served in the active military, naval, or air service of the United States and who was discharged or released from under conditions other than dishonorably. Active military, naval, or air service means a person who has successfully completed basic training. Serviceman means a person serving in the active military or naval service of the United States. The term "surviving spouse" means a person of the opposite sex who was the spouse of a veteran at the time of the veteran's death, and who lived with the veteran continuously from the date of marriage to the date of the veteran's death (except where there was a separation which was

due to the misconduct of, or procured by, the veteran without the fault of the spouse) and who has not remarried; or

- Natural Disaster Preference: As used in this section, natural disaster means an extraordinary event affecting only one or a few PHA's, such as an earthquake or hurricane. Any disaster declared by the President (or which HUD determines would qualify for a Presidential declaration if it were on a larger scale) qualifies for assistance under this paragraph. If at any time, the PHA receives temporary federal Vouchers (i.e. FEMA Vouchers), which are administered by the PHA, preference will be given to these temporary voucher holders if the PHA is accepting applications for placement on the preference waiting list.

With proper documentation, the PHA will expedite requests for incoming portability Vouchers to families who are victims of natural disasters. Based on 24 CFR 968.104, HUD defines natural disasters as an extraordinary event affecting only one or a few PHA's, such as an earthquake or hurricane. Any disaster declared by the President (or which HUD determines would qualify for a Presidential declaration if it were on a larger scale) qualifies for assistance under this paragraph. For the purpose of this policy, documentation includes written verification from Federal, State and local Emergency Management Agencies, The Red Cross or other agencies outside the jurisdiction of the PHA.

J. INCOME TARGETING

In accordance with HUD requirements, each fiscal year the PHA will reserve a minimum of 75% of its HCV new admissions for families whose income does not exceed 30% of the area median income. HUD refers to these families as "extremely low-income families." The PHA will admit families who qualify under the Extremely Low Income limit to meet the income-targeting requirement, regardless of preference when it has been determined that the PHA would not otherwise meet the 75% target by year's end.

The PHA's income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.
The PHA is also exempted from this requirement where the PHA is providing assistance to low income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

K. DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

At the time of full application, an applicant's entitlement to a local preference will be verified. If the PHA determines that an applicant does not qualify for the local preference, the PHA will notify the applicant, in writing, of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. If the preference denial is upheld as a result of the informal review, or the applicant does not request a meeting, the applicant will be placed back on the waiting list by their lottery number.

L. TARGETED FUNDING

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

The PHA has no "targeted" programs at this time.

M. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.

Any mailings to the applicant that require a response will state that failure to respond within ten (10) calendar days will result in the applicant's name being removed from the waiting list.

If the mailing is returned by the Post Office to the PHA without a forwarding address, the applicant will be denied and their name will be removed from the waiting list.

An extension of ten (10) calendar days to respond will be granted, if requested and needed as a reasonable accommodation, for a person with a disability.

If the applicant did not respond to the PHA request for information or updates because of a family member's disability, the PHA will reinstate the applicant in the family's former position on the waiting list.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Program Manager determines there were circumstances beyond the person's control. Decisions will be rendered on a case-by-case basis.

If an applicant completes more than one pre-application, they will be removed from the waiting list.

CHAPTER 4 - SUBSIDY STANDARDS

INTRODUCTION

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

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE

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

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

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

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

One bedroom will generally be assigned for each two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

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

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 1 year old);
- Live-in aides will generally be provided a separate bedroom. However, no additional bedrooms are provided for the live-in aide's family; and
- Single person families shall be allocated one bedroom.

GUIDELINES FOR DETERMINING VOUCHER SIZE

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

B. EXCEPTIONS TO SUBSIDY STANDARDS

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

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

- Verified disability, medical or health condition;
- Elderly persons or persons with disabilities who may require a live-in attendant; or
- A need for an additional bedroom for medical equipment.

The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

Request for Exceptions to Subsidy Standards

The PHA will not issue a larger Voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

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

PHA Error

If the PHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

Changes for Applicants

The Voucher size is determined prior to the briefing by comparing the family composition to the PHA subsidy standards. If an applicant requires a change in the Voucher size, based on the requirements of the PHA subsidy standards, the above-referenced guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within 10 calendar days. The above referenced guidelines will apply.

Under-Housed and Over-Housed Families

If a unit does not meet occupancy standards due to an increase in family size, the PHA will issue a new Voucher of the appropriate size and assist the family in locating a suitable unit.

The PHA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is under-housed in an accessible unit or
- If a family requires the additional bedroom because of a health problem that has been verified by the PHA.

CHAPTER 5 - VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The PHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the PHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, PHA procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the PHA to approve the assisted tenancy in the selected unit

.

This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD required briefing will be conducted for applicant families who are determined to be eligible for assistance.

The briefings will be conducted in groups. Families who attend group briefings and still have the need for individual assistance will be accommodated.

Briefings will be conducted in English.

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

The PHA will not issue a Voucher to a family unless the Head of Household has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings, without prior notification and approval of the PHA, may be denied admission based on failure to supply information needed for certification. The PHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for a reasonable accommodation.

B. SECURITY DEPOSIT REQUIREMENTS

The owner is not required to, but may collect a Security Deposit from the tenant. Security Deposits charged to families may be any amount the owner wishes to charge, granted the amount does not exceed one month's Contract rent.

C. TERM OF VOUCHER

During the briefing session, each household will be issued a Voucher, which represents a contractual agreement between the PHA and the family specifying the rights and responsibilities of each party. It

does not constitute admission to the HCV program, which occurs when the lease and HAP Contract become effective.

Expirations
The Voucher is valid for a period of 60 calendar days from the date of issuance. The family must submit a RFTA within the 60 day time period unless the PHA has granted an extension. The maximum term of a Voucher is 120 calendar days.

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

Suspensions
When an RTA is received, the PHA will deduct the number of days required to process the request from the 60 day term of the Voucher.

Extensions
A family must submit a written request for an extension of the Voucher at least 7 calendar days prior to the expiration date of the Voucher.

Extensions are permissible at the discretion of the PHA up to a maximum of an additional 60 days, subject to the following reasons:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial 60 day period. Verification is required.
- The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the PHA, throughout the initial 60 day period. Verification is required.

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

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

D. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 5.403]

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

- Which of the two new family units has custody of dependent children;
- Which family member was the Head of Household when the Voucher was initially issued (listed on the pre-application);
- Whether domestic violence was involved in the breakup;
- Which family members remain in the unit; and
- Recommendations of social service professionals.

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

If documentation is not provided within ten (10) calendar days from the date it was requested, the PHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

E. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

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

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

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

CHAPTER 6 - REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

A. REQUEST FOR TENANCY APPROVAL (RTA [Form HUD-52517])

The family must submit the Request for Tenancy Approval, during the term of the Voucher. The PHA will not permit the family to submit more than one RFTA at a time.
The RTA must be signed by both the family and the owner.

The family may not submit, and the PHA will not process, more than one (1) RTA at a time.

When the family submits the RTA and proposed lease, the PHA will also review the terms of the RTA for consistency with the terms of the proposed lease.

If the terms of the RTA are not consistent with the terms of the proposed lease, the PHA will notify the family and the owner of the discrepancies.

B. ELIGIBLE TYPES OF HOUSING

The PHA will approve any of the following types of housing in the Voucher program:

- All structure types can be utilized;
- Manufactured homes where the tenant leases the mobile home and the pad;
- Manufactured homes where the tenant owns the mobile home and leases the pad;
- Group homes;
- Single room occupancy; and
- Units owned, but not subsidized by the PHA.

A family can own a rental unit, but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The PHA may not permit a Voucher holder to lease a unit, which is receiving project-based assistance or any duplicative rental subsidies.

C. LEASE REVIEW

The PHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State and local law. The tenant also must have legal capacity to enter a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA.

The family and owner must submit a standard lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

- The names of the owner and tenant;
- The address of the unit rented, including apartment number, if any;
- The amount of the monthly rent to owner;
- The utilities and appliances to be supplied by the owner; and
- The utilities and appliances to be supplied by the family.

The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

Effective September 15, 2000, the owners lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

Actions Before Lease Term

All of the following must be completed before the beginning of the initial term of the lease for a unit:

- The PHA has inspected the unit and has determined that the unit satisfies HQS;
- The PHA has determined that the rent charged by the owner is reasonable;
- The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum; and
- The PHA has approved leasing of the unit in accordance with program requirements.

When the gross rent exceeds the applicable payment standard for the family, the PHA must determine that the family share will not be more than 40% of the family's monthly adjusted income.

D. SEPARATE AGREEMENTS

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

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

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

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

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

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

The PHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

E. RENT REASONABLENESS

No HAP contract can be approved until a determination is made that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

The PHA will make a determination as to the reasonableness of the proposed rent in relation to

comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide the PHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the PHA.

In any of the programs, if the proposed gross rent is not reasonable, at the family's request, the PHA will negotiate with the owner to reduce the rent to a reasonable rent. If, in the Voucher program, the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the PHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

At the family's request, the PHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, the PHA will continue processing the RFTA. If the revised rent involves a change in the provision of utilities, the family must submit a new Request for Tenancy Approval.
If the owner does not agree on the rent to owner after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the family and owner that the lease is disapproved.

F. INFORMATION TO OWNERS

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

The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

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

The PHA will provide the following information, based on documentation in its possession:

- Eviction history;
- Damage to rental units;
- Drug trafficking by family members; and
- The information will be provided for the last three years.

The information will be provided for the last two years and will be provided orally.

Only the Program Manager may provide this information. The PHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

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

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP Contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, the PHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

H. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT EXECUTION PROCESS

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

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

The Executive Director and Program Administrator are authorized to execute a HAP Contract on behalf of the PHA.

Owners must provide the current address of their residence. If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an employer identification number or social security number for tax purposes.

Owners must also submit proof of ownership of the property, if requested by PHA staff, such as a grant deed or tax bill, and a copy of the management agreement if a management agent manages the property.

The owner must provide a home or business telephone number.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

CHAPTER 7 - FACTORS RELATED TO TTP, FAMILY SHARE DETERMINATION, AND OCCUPANCY

INTRODUCTION

The PHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. DISALLOWANCE OF EARNED INCOME FOR PERSONS WITH DISABILITIES

The annual income for qualified families may not be increased as a result of increases in earned income of a family member who is a person with disabilities, beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the qualified family receives 12 cumulative months of the full exclusion, annual income will include a PHA phase-in of half the earned income excluded from annual income.

A qualified family eligible for the earned income exclusion is a:

- Disabled family that is receiving tenant-based rental assistance under the HCV program;
- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500.

Amounts to be excluded are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD-50058. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

- Date the increase in earned income was reported by the family;
- Name of the family member whose earned income increased;
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income;
- Amount of the increase in earned income (amount to be excluded);
- Date the increase in income is first excluded from annual income;
- Date the earned income ended and resumed during the initial cumulative 12 month period of exclusion, if any;
- Date the family member has received a total of 12 months of the initial exclusion;
- Date the 12 month phase-in period began;
- Date the earned income ended and resumed during the second cumulative 12 month period phase-in of exclusion, if any;

- Date the family member has received a total of 12 months of the phase-in exclusion; and
- Ending date of the maximum 48 month disallowance period.

The PHA will maintain a tracking system to ensure correct application of the earned income disallowance.

B. MINIMUM RENT

"Minimum rent" is $50. Minimum rent refers to the TTP and includes the combined amount a family pays towards rent and/or utilities when it is applied.

The PHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to the minimum rent. Per HUD regulation, families may request a financial hardship exemption from the PHA. Requests for exemption based on financial hardship must be submitted, in writing, to the PHA. The PHA will review the request and make a determination in accordance with HUD requirements.

C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

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

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

It is the responsibility of the Head of Household to report changes in family composition within ten (10) calendar days of when the change in family composition occurred. The PHA will evaluate absences from the unit using this Plan.

Absence of Any Member

Any member of the household will be considered permanently absent if they are away from the unit for two (2) months, except as otherwise provided in this Chapter and HUD requirements.

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 60 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

Absence Due to Full-time Student Status

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

- Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

Absence due to Incarceration

If the sole member is incarcerated for more than 60 consecutive days, they will be considered permanently absent. Any member of the household, other than Head of Household, will be considered permanently absent if they are incarcerated for 3 consecutive months or more.

The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity.

Absence of Children Due to Placement in Foster Care

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

If the time period is to be greater than 6 months from the date of removal of the child or children, the Voucher size will be reduced. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with the PHA's subsidy standards.

Absence of Entire Family

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

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

Families must notify the PHA if they are going to be absent from the unit for more than 14 consecutive days. Notice to the PHA must be provided prior to the absence.

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

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

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

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

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

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

If the absence, which resulted in termination of assistance, was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the family's responsibilities, and if funding is available, the PHA may reinstate the family as an accommodation, if requested by the family.

Caretaker for Children

If neither parent remains in the household, and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the child or children for an indefinite time period, the PHA will treat that adult as a visitor for the first 60 days.

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

If the appropriate agency cannot confirm the guardianship status of the caretaker, the PHA will review the status at 30 day intervals.
If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The PHA will transfer the Voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 6 months and it is reasonable to expect that custody will be granted.

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

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

Visitors

Any adult not included on the HUD-50058 who has been in the unit more than 7 consecutive days without PHA approval, or a total of 16 days in a 12 month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

Statements from the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

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

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 120 calendar days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 183 calendar days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and PHA
Reporting changes in household composition is both a HUD and a PHA requirement.

The family obligations require the family to request PHA approval to add any other family member as an occupant of the unit and to inform the PHA of the birth, adoption or court-awarded custody of a child.

The PHA will consider the following policies and tenant behavior before approving an addition of a foster child to the household:

- The family is not eligible for a larger Voucher size as a result of the additional household member
- The maximum occupancy standards must not be exceeded due to the additional household member
- The family is not eligible for the dependent deduction for foster children

The family must request prior approval of additional household members, in writing, within 10 calendar days of when the addition occurs. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

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

In the event that a visitor continues to reside in the unit after the maximum allowable time, the person the family has permitted to move in will be considered an unauthorized household member.

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

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

Reporting Absences to the PHA
Reporting changes in household composition is both a HUD and a PHA requirement.

If a family member leaves the household, the family must report this change to the PHA, in writing, within ten (10) calendar days of when the change occurs and certify as to whether the member is temporarily or permanently absent.

The PHA will conduct an interim reexamination for changes, which affect the Total Tenant Payment, in accordance with the interim policy.

D. MINIMUM INCOME

There is no minimum income requirement.

E. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

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

- Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member; or
- Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home.

F. REGULAR CONTRIBUTIONS AND GIFTS

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

Any contribution or gift received every 3 months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

If the family's expenses exceed its known income, the PHA will inquire of the family regarding contributions and gifts.

G. ALIMONY AND CHILD SUPPORT

Regular Alimony and Child Support payments are counted as income for calculation of TTP.

If the amount of Child Support or Alimony received is less than the amount awarded by the court, the PHA will use the amount awarded by the court, unless the family can verify that they are not receiving the full amount and verification of items below are provided.

The PHA will accept verification that the family is receiving an amount less than the award if:

- The PHA receives verification from the agency responsible for enforcement or collection; or
- The family furnishes documentation of Child Support or Alimony collection action filed through a Child Support or Alimony collection agency, or has filed an enforcement or collection action through an attorney.

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

For children under the age of 18, the family must submit custody documents, if requested by the PHA.

H. LUMP-SUM RECEIPTS

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

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

In order to determine the amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, the PHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

- The PHA will calculate prospectively if the family reported the payment within ten (10) calendar days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively, and will result in an interim adjustment calculated as follows:

- At the next annual recertification, the PHA will apply the percentage balance to the lump sum and add it to the rest of the annual income.

Retroactive Calculation Methodology
The PHA will go back to the date the lump-sum payment was received, or the date of admission, whichever is closer.

The PHA will determine the amount of income for each recertification period, including the lump sum, and recalculate the tenant rent for each recertification period to determine the amount due to the PHA.

At the PHA's option, the PHA may enter into a repayment agreement with the family, or the family may choose to pay the total amount owed in a lump sum.

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

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

I. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement and/or pension funds are handled as follows:

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

J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The PHA must count assets disposed of for less than Fair Market Value during the two years preceding certification or reexamination. The PHA will count the difference between the market value, less expenses, such as broker fees, penalties, etc., and the actual payment received in calculating total assets.

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

The PHA's minimum threshold for counting assets disposed of for less than Fair Market Value is $1,000.00. If the total value of assets disposed of within a two-year period is less than $1,000.00, they will not be considered an asset.

K. CHILD CARE EXPENSES

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

In the case of a child attending private school, only after hours care can be counted as child care expenses.

Child care expenses may be allowed as a deduction, even if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

- The abuser in a documented child abuse situation; or

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

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

- Child care to work:
  The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- Child care for school:
  The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

L. MEDICAL EXPENSES

When it is unclear in HUD regulations as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

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

M. UTILITY REIMBURSEMENT PAYMENTS

Where the calculation on the HUD-50058 results in a Utility Reimbursement Payment (URP) due to the family, the PHA will provide a URP for the family each month. The URP will be made out directly to the tenant.

CHAPTER 8 - HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

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

The PHA will inspect each unit under Contract, at least annually. The PHA will also have a supervisor or certified designee perform Quality Control inspections on at least the number of files required for file sampling by SEMAP annually to maintain the PHA's required standards and to assure consistency with the PHA's Administrative Plan. This Chapter describes the PHA's procedures for performing HQS and other types of inspections, and PHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and PHA requirements. (See additions to HQS).

A. GUIDELINES/TYPES OF INSPECTIONS

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The 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 and appliances (provided by the owner) must be in service prior to the effective date of the HAP Contract. If the utilities are not in service at the time of the initial inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFTA) to have the utilities turned on. Inspections will not be considered passed until all utilities are on and applicable areas have been inspected for HQS.

If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and/or refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. The PHA will not conduct a reinspection.

There are five types of inspections the PHA will perform:

- Initial/Move-In: Conducted upon receipt of completed RFTA and all other applicable paperwork.
- Annual: Must be conducted within 12 months of the last annual inspection.
- Move-Out/Vacate: Conducted for pre 10/2/95 Contracts where there could be damage claims.
- Special/Complaint: At the request of owner, family, agency or third party.
- Quality Control

B. INITIAL HQS INSPECTION

Timely Initial HQS Inspection

The PHA will inspect the unit within 15 calendar days from the date the RFTA was received to determine whether the unit satisfies HQS. The PHA will notify the family and owner of the determination

The Initial Inspection will be conducted to:

- Determine if the unit and property meet HQS as defined in this Plan.
- Document the current condition of the unit, as to assist in future evaluations, whether the condition of the unit exceeds normal wear and tear.

- Document the information to be used for determination of Rent Reasonableness.

If the unit fails the initial HQS inspection, the PHA will automatically set up a reinspection and notify the landlord via telephone.

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as fail.

The owner will be allowed up to 2 reinspections for repair work to be completed.

If the time period of 30 calendar days to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family will be issued a new RFTA.

C. ANNUAL HQS INSPECTIONS

The PHA conducts inspections annually to ensure HQS compliance and that all units under Contract meet HUD requirements.

The landlord must correct HQS deficiencies, which cause a unit to fail, unless it is a fail for which the tenant is responsible.

The family must allow the PHA to inspect the unit at reasonable times and with reasonable notice. Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m. Reasonable notice is at least 7 calendar days prior to the inspection.

The PHA will notify the family and owner of the date and time of the inspection appointment by mail. If the family is unable to be present, they must contact the PHA 48 hours before the scheduled inspection. An inspection will then be scheduled so that the inspection is completed in approximately 14 days.

If the family misses 2 inspection appointments, either by reschedule, non-entry or a combination of both, the PHA will consider the family to have violated their obligation to allow entry to the PHA inspector, and their assistance will be terminated in accordance with the termination procedures in this Plan.

Time Standards for Repairs

The owner must correct emergency items that endanger the family's health or safety within 24 hours of notification.

For non-emergency items, repairs must be made within 30 calendar days.

For major repairs, the Program Administrator may approve an extension beyond 30 calendar days if the landlord can provide documentation that the repairs are extensive and provide a reasonable time frame for completion before the inspection date.

Rent Increases

Rent to owner increases will not be approved if the unit is in a failed condition.

D. MOVE-OUT/VACATE

A move-out inspection, for Contracts effective prior to October 2, 1995 will be performed only at the landlords request if a claim is to be submitted.

E. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family, owner or other individual or entity notifies the PHA that the unit does not meet HQS, the PHA will conduct an inspection.

The PHA will inspect only the items that were reported, but if the Inspector observes additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs. A full inspection will be conducted and documented as an annual inspection if the unit is within 4 months of the upcoming anniversary of the last annual HQS inspection date.

F. QUALITY CONTROL INSPECTIONS

PHA management or certified designee will conduct Quality Control inspections on at least the minimum number of files required by SEMAP. The purpose of QC inspections is to ascertain that each Inspector is conducting accurate and complete inspections, and to ensure that there is consistency among Inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of Inspectors.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The PHA adheres to the acceptability criteria in the program regulations and with the HUD Inspections Booklet as well as the interpretation of acceptability criteria outlined by Nan McKay & Associates.

H. EMERGENCY REPAIR ITEMS

If a defect is life threatening, then it must be corrected within no more than 24 hours of landlord or participant notification.

If the emergency repair items are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payments will be abated and the HAP Contract will be terminated at the end of the month following the notification of termination.

If the emergency repair items are not corrected in the time period required by the PHA, and it is an HQS breach which is a family obligation, the PHA will terminate the assistance to the family at the end of the month following the notification of termination.

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

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

Abatement

A notice of abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for 30 days, depending on the nature of the repairs needed.

The PHA will inspect abated units within 5 business 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.

The PHA will advise owners of their responsibility to notify the tenant of when the reinspection will take place and allow entry to the unit. The landlord is responsible for allowing entry for abatement reinspections.

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 the PHA's portion of rent that is abated.

Reduction of Payments

The PHA may grant an extension in lieu of abatement in the following cases:

- The owner can document that the repairs are extensive in nature and documentation is provided to the PHA before the inspection date;
- The repairs must be delayed due to climate conditions; or
- No critical (health and/or safety) repairs, deemed by PHA, will be weather deferred.

Termination of HAP Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies prior to the 2nd reinspection, the owner will be sent a HAP Contract termination notice. Prior to the effective date of the termination, the abatement will remain in effect. The effective date of the termination is the last day of the month following the month the notice of termination is sent. The participant must obtain a voucher to move within 30 days of the HQS termination.

J. DETERMINATION OF RESPONSIBILITY

Certain HQS 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;

The owner is responsible for all other HQS violations.

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

The inspector will make a determination of owner or family responsibility during the inspection.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family make any repairs or corrections within 24 hours for emergency violations and within 30 of days for non-emergency violations. If the repairs or corrections are not made in this time period, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. The Program Administrator must approve extensions in these cases. The owner's rent will not be abated for items that are the family's responsibility.

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

CHAPTER 9 - OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The policies in this Chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Housing Choice Voucher program. These amendments became effective on October 1, 1999, which is referred to as the "merger date." These amendments complete the merging of the Section 8 Certificate and Voucher programs into one program, called the HCV program.

All Section 8 participant families have been transitioned to the HCV program on or before October 1, 2001. Rent calculation methods for the HCV program are described at 24 CFR 982.505. The rent calculation formula is specific and is not subject to interpretation.

However, all new leases, moves and new admissions taking effect on or after October 1, 1999 will be subject to the regulations of the new HCV program.

The PHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This Chapter explains the PHA's procedures for determination of Rent Reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited only by Rent Reasonableness. The PHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40% of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent to owner.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the PHA begins processing payments to the landlord. A HAP register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP register for the following month. Checks are disbursed by the Program Manager to the owner each month. Checks may not be picked up by owner at the PHA. Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus the HAP may not be more than the rent to owner. The owner must immediately return any excess payment to the PHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA" chapter of this Plan.

C. RENT REASONABLENESS DETERMINATIONS

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

The PHA will not approve a lease until the PHA determines that the initial rent to owner is a reasonable rent.

The PHA must re-determine the reasonable rent before any increase in the rent to owner, and if there is a 5% decrease in the HUD published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

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

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

If requested, the owner must give the PHA information on rents charged by the owner for other units in the premises or elsewhere. The PHA will only request information on the owner's units elsewhere if the PHA has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

Rent Reasonableness Methodology

In order to fulfill the Rent Reasonableness mandate, the PHA contracted with a third party consultant to devise methodology for fairly determining Reasonable Rent. The solution developed was required to be independent of personal opinions and bias. The result is an Internet based system that allows the PHA to enter information about a rental unit, including the nine criteria specified by HUD, to calculate a predicted or probable market rent for the unit and a reasonable range of market rent.

The analysis is based upon data collected from a wide variety of sources, including direct mailed surveys, Internet and broker information. Date collection is year round for this system in order to provide the best indication of local market conditions.

The data collected includes the nine criteria specified by HUD as well as additional descriptive information.

The data collected is statistically analyzed to determine the relative value of apartment unit features. A series of mathematical models or algorithms resulting from the analyses is used in the system, which demonstrates whether a unit's asking rent falls within the median range for units of similar type and features. It is assumed that asking rents within this range have a high likelihood or reflecting normal market conditions. When the asking price for a unit is above the calculated "reasonable range", the participation of the unit in the Housing Choice Voucher program may be called into question.

The HUD mandate is part of an overall program by the Federal government to allocate funds for housing fairly among Housing Choice Voucher participants, and to prevent the inequitable payment of above market level rents to landlords.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulations, and at the PHA's discretion, the Payment Standard amount is set by the PHA between 90% and 110% of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard annually when the FMR is published by HUD. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90% to 110% of the new FMR, unless an exception Payment Standard has been approved by HUD.

The PHA will establish a single Payment Standard amount for each FMR area in the PHA jurisdiction. For each FMR area, the PHA will establish Payment Standard amounts for each "unit size". The PHA may have a higher Payment Standard within the PHA's jurisdiction, if needed, to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90% and 110% of the FMR range.

The PHA may approve a higher Payment Standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

E. ADJUSTMENTS TO PAYMENT STANDARDS

Payment Standards may be adjusted, within HUD regulatory limitations, to increase HAP, in order to keep families rents affordable. The PHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. The PHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families Rent Burdens

The PHA will review its Payment Standard amounts at least annually to determine whether more than 40% of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

Quality of Units Selected

The PHA will review the quality of units selected by participant families when making the determination of the % of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

PHA Decision Point

The PHA will review the average % of income of families on the program. If more than 40% of families are paying more than 30% of monthly adjusted income, the PHA will determine whether there is a difference by Voucher size, whether families are renting units larger than their Voucher size, and whether families are renting units which exceed the PHA's occupancy standards and any additional standards added by the PHA in this Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the PHA may decline to increase the Payment Standard. If these are not the primary factors for families paying higher rents, the PHA will continue increasing the Payment Standard.

Rent to Owner Increases

The PHA may review a sample of the units to determine how often owners are increasing rents and the average % of increase by bedroom size.

Time to Locate Housing

The PHA may consider the average time period for families to lease up under the Voucher program. If more than 50% of Voucher holders are unable to locate suitable housing within the term of the Voucher and the PHA determines that this is due to 40% of rents in the jurisdiction being unaffordable for families even with the presence of a Voucher, the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90% of the FMR without authorization from HUD.

Financial Feasibility

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

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

File Documentation

The PHA will retain a file for at least 3 years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM

The owner is required to notify the PHA, in writing, at least 60 calendar 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.

CHAPTER 10 - RECERTIFICATIONS

INTRODUCTION

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

A. ANNUAL ACTIVITIES

There are 3 activities the PHA conducts on an annual basis:

- Recertification of income and family composition
- HQS inspection
- Rent to owner adjustment, following HUD requirements.

The PHA produces a monthly listing of units under Contract to ensure that timely reviews of rent to owner, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be submitted to the Program Manager.

Moves Between Reexaminations

When families move to another dwelling unit:

- The anniversary date for the recertification will not be changed to the new move date; and
- Income limits are not used as a test for continued eligibility at recertification.

Reexamination Notice to the Family

The PHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 30 calendar days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested, as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Completion of Annual Recertification

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

Persons with Disabilities

Persons with disabilities who are unable to come to the PHA's office will be granted an accommodation by conducting a home visit, upon verification that the accommodation requested meets the need presented by the disability.

Recertification Appointment

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The PHA representative will interview the family and enter the information provided on the recertification worksheet.

All adult household members will be required to attend the recertification interview.

If the Head of Household is unable to attend the interview, the appointment will be rescheduled once.

Failure to Respond to Notification to Recertify
The written notification states which family members are required to attend the interview. The family may call to request another appointment date up to 24 hours before the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will send the family notice of termination and offer them an informal hearing

Exceptions to these policies may be made by Program Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment, or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family
In the notification letter to the family, the PHA will include instructions for the family, including the documentation to bring to the appointment.

Tenant Rent Changes
If the tenant rent changes during the annual reexamination process, the rent letter will be mailed 30 calendar days before the effective date. The new rent goes into effect on the scheduled reexamination date after 30 calendar days notice.

B. REPORTING INTERIM CHANGES

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

If any new family member is added, family income must include any income of the new family member. The PHA will conduct an interim reexamination to determine such additional income and will make the appropriate adjustments in the HAP and family unit size.

Interim Reexamination Policy
The PHA will conduct interim reexaminations when families have an increase in income. Changes in income must be reported within ten (10) calendar days from the date the change in income occurred. Rent increases as a result of a change in the income will be effective the first of the month following a 30 calendar day notice.

Decreases in Income
Participants are required to report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The PHA must calculate the change if a decrease in income is reported. Decreases in rent become effective the first of the month following the month in which the change was received.

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

C. OTHER INTERIM REPORTING ISSUES

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

In the following circumstances, the PHA may conduct an interim reexamination by mail:

- Changes that will not result in a change in tenant rent or Voucher size; and
- As a reasonable accommodation, when requested.

Any changes reported by participants other than those listed in this section will be noted in the file but will not be processed between regularly scheduled annual reexaminations.

D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

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

The notice of rent change is mailed to the tenant and the owner. The PHA does not require signatures. If the family disagrees with the rent adjustment, they may request an informal hearing.

E. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

The PHA requires that families report interim changes to the PHA within ten (10) calendar days of when the change occurs. Any information, document or signature needed from the family to verify the change must be provided within 30 calendar days of the change.

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

Procedures when the Change is Reported in a Timely Manner
The PHA will notify the family and the owner of any change in the HAP to be effective according to the following guidelines:

- Increases in the tenant rent are effective on the first day of the month following at least 30 calendar days notice.
- Decreases in the tenant rent are effective the first of the month following when the change is reported.

The change, whether it is an increase or decrease, will not be made until the 3rd party verification is received by the PHA.

Procedures When the Change is Not Reported by the Family in a Timely Manner
If the family does not report the change as described under "Timely Reporting", the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

- Increase in the tenant rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid HAP and may be required to sign a repayment agreement or make a lump sum payment.

- Decrease in the tenant rent will be effective on the first of the month following the date the change was reported.

Procedures When the Change is Not Processed by the PHA in a Timely Manner
"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

In this case, an increase will be effective after the required 30 calendar days notice prior to the first of the month after completion of processing by the PHA.

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

F. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may terminate assistance and may refer the family file to the proper authorities for appropriate disposition.

CHAPTER 11 - MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

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

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

- The assisted lease for the old unit has terminated because the PHA has terminated the HAP Contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family;
- The owner has given the family a notice to vacate, has commenced an action to evict the tenant, has obtained a court judgment or other process allowing the owner to evict the family, unless assistance to the family will be terminated; or
- The family has given proper notice of lease termination and if the family has a right to terminate the lease on notice to owner.
- The Violence Against Women Reauthorization Act of 2005 provides that "a family may receive a voucher from a public housing agency and move to another jurisdiction under the tenant-based assistance program if the family has complied with all other obligations of the section 8 program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit" [Pub.L. 109-162].

B. RESTRICTIONS ON MOVES

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

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

The PHA will deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in the PHA's jurisdiction.

The PHA will deny permission to move if the family has violated a family obligation or if the family owes the PHA money.

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

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a PHA may deny a family permission to move and two ways in which a PHA may restrict moves by a family.

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

The PHA may deny a family permission to move if the PHA does not have sufficient funding for continued assistance [24 CFR 982.314(e)(1)].

The PHA will deny a family permission to move on grounds that the PHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or the PHA; (b) the PHA can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) the PHA can demonstrate that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs. This policy applies to moves within the PHA's jurisdiction as well as to moves outside it under portability. (See Appendix 3 – Calculation of Insufficient Funding)

Grounds for Denial or Termination of Assistance

The PHA has grounds for denying or terminating the family's assistance [24 CFR 982.314(e)(2)]. VAWA creates an exception to these restrictions for families who are otherwise in compliance with program obligations, but have moved to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence or stalking, and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit. [Pub.L. 109-162]

If the PHA has grounds for denying or terminating a family's assistance, the PHA will act on those grounds in accordance with the regulations and policies. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances. Refer to sections 3-III.G and 12-II.E for VAWA provisions.

The PHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control.

In addition, the PHA will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities

C. PROCEDURE FOR MOVES

Issuance of Voucher

Subject to the restrictions on moves, if the family has been recertified within the last 120 days, the PHA will issue the Voucher to move as soon as the family requests the move.

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

The annual recertification date will not be changed to coincide with the new lease-up date.

Notice Requirements

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

Time of Contract Change

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

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

D. PORTABILITY

Portability applies to families moving out of or into the PHA's jurisdiction within the U.S. and its territories.

E. OUTGOING PORTABILITY

Within the limitations of the regulations and this Plan, a participant family has the right to receive Voucher assistance to lease a unit outside the PHA's jurisdiction, anywhere in the U.S., in the jurisdiction of a PHA, with a tenant-based program. When a family requests to move outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one PHA in the area in which the family has selected a unit, the PHA will choose the receiving PHA.

Restrictions on Portability

Applicants

If neither the Head of Household or Spouse had a domicile (legal residence as defined by local government) in the PHA's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a Voucher, unless the PHA approves such move.

For a portable family that was not already receiving assistance in the PHA's program, the PHA must determine whether the family is eligible for admission under the receiving PHA's program.

Participants

After an applicant has leased-up in the jurisdiction of the initial PHA, they cannot exercise portability during the first year of assisted occupancy, except if the receiving and initial PHA agree to allow the move.

The PHA will not permit families to exercise portability:

- If the family is in violation of a family obligation;
- If the family owes money to the PHA; or
- If the family has moved out of its assisted unit in violation of the lease.

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

F. INCOMING PORTABILITY

Absorption or Administration

The PHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "portable" Voucher by the PHA. The term of the Voucher will not expire before the expiration date of any initial PHA Voucher. The family must submit a RFTA for an eligible unit to the PHA's jurisdiction during the term of the PHA Voucher. The PHA may grant an extension in accordance with this Plan. However, if the family decides not to lease-up in the PHA's jurisdiction, they must contact the initial PHA to request an extension.

The PHA will absorb all incoming portable families provided that there is funding available.

When the PHA does not absorb the incoming Voucher, it will administer the initial PHA's Voucher and the receiving PHA's policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

The receiving PHA does not re-determine eligibility for a portable family that was already receiving assistance in the initial PHA's HCV program.

The PHA will issue a Voucher according to its own subsidy standards. If the family has a change in family composition which would change the Voucher size, the PHA will change to the proper size based on its own subsidy standards.

Income and Total Tenant Payment of Incoming Portables

As receiving PHA, the PHA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the PHA conducts a recertification of the family it will not cause a delay in the issuance of a Voucher.

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

Requests for Approval of Tenancy

A briefing will be mandatory for all portability families.

When the family submits a RFTA, it will be processed using the PHA's policies. If the family does not submit a RFTA or does not execute a lease, the PHA will notify the initial PHA within 10 calendar days.

If the family leases up successfully, the PHA will notify the initial PHA within 10 calendar days, and the billing process will commence.

The PHA will notify the initial PHA if the family fails to submit a RFTA for an eligible unit within the term of the Voucher.

If the PHA denies assistance to the family, the PHA will notify the initial PHA within 10 calendar days and the family will be offered an informal review or hearing.

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

Terminations

The PHA will notify the initial PHA, in writing, of any termination of assistance within 10 calendar days of the termination. If an informal hearing is required and requested by the family, the PHA, using the regular hearing procedures included in this Plan, will conduct the hearing. A copy of the hearing decision will be furnished to the initial PHA.

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

Billing Procedures

As receiving PHA, the PHA will bill the initial PHA monthly for HAP. The billing cycle for other amounts, including administrative fees and special claims, will be monthly unless requested otherwise by the initial PHA.

The PHA will notify the initial PHA of any changes in subsidy amounts and will expect the initial PHA to notify the PHA of changes in the administrative fee amount to be billed.

CHAPTER 12 - CONTRACT TERMINATIONS

INTRODUCTION

The HAP Contract is the Contract between the owner and the PHA, which defines the responsibilities of both parties. This Chapter describes the circumstances under which the Contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

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

The PHA will make no future subsidy payments on behalf of the family to the owner after the month in which the Contract is terminated. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the Contract termination date.

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

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

B. TERMINATION BY THE FAMILY: MOVES

Family termination of the lease must be in accordance with the terms of the lease.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner must provide proper notice, as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in HUD regulations.

During the initial term of the lease, the owner may not terminate the tenancy for other good cause, unless the owner is terminating the tenancy because of something the family did or failed to do.

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity:

- Regardless of arrest or conviction; or
- Without satisfying the standard of proof used for a criminal conviction.

Termination of Tenancy Decisions

If the law and regulation permit the owner to take an action, but don't require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include:

- The seriousness of the offense;
- The effect on the community;
- The extent of participation by household members;
- The effect on uninvolved household members;

- The demand for assisted housing by families who will adhere to responsibilities;
- The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action; or
- The effect on the integrity of the program.

Exclusion of Culpable Household Member
The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

Consideration of Rehabilitation
When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the member:

- Is no longer participating;
- Has successfully completed a supervised drug or alcohol rehab program; or
- Has otherwise been successfully rehabilitated.

The owner may require the tenant to submit evidence of any of the above three cases.

Actions of termination by the owner must be consistent with the Fair Housing and Equal Opportunities, as stated in 24 CFR 5.105.

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

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

The PHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the PHA's decision regarding termination of assistance.

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

The PHA will continue HAP until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the PHA with the documentation, including notice of the lockout date.

The PHA must continue making payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and they are in compliance with the Contract.

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

D. TERMINATION OF THE CONTRACT BY PHA

The term of the HAP Contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP Contract.

The PHA may also terminate the HAP Contract if:

- The PHA terminates assistance to the family;
- The family is required to move from a unit the unit does not meet the occupancy standards because of an increase or decrease in family size;
- Funding is no longer available under the ACC; or
- The Contract will terminate automatically if 180 days have passed since the last payment to the owner.

Notice of Termination

When the PHA terminates the HAP Contract under violation of occupancy standards, the PHA will provide the owner and family written notice of termination of the Contract, and the Contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives such written notice to the owner. The participant must obtain a voucher to move within (30) calendar days. Failure to obtain the appropriate paperwork is grounds for termination.

CHAPTER 13 - DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

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

A. GROUNDS FOR DENIAL/TERMINATION

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

Form of Denial/Termination

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

- Denial for placement on the PHA waiting list;
- Denying or withdrawing a Voucher;
- Refusing to enter into a HAP Contract or approve a tenancy; or
- Refusing to process or provide assistance under portability procedures.

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

- Refusing to enter into a HAP Contract or approve a tenancy;
- Terminating HAP under an outstanding HAP Contract; or
- Refusing to process or provide assistance under portability procedures.

Mandatory Denial and Termination [24 CFR 982.553(b) and 982.551(l)]

Failure to Provide Consent [24 CFR 982.552(b)(3)]

The PHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a reexamination.

Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]

The PHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible non-citizens already in the household where the family's assistance has been prorated.

Failure to Provide Social Security Documentation [24 CFR 5.218(c)]
The PHA must terminate assistance if a participant family fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches 6 years of age.

Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]
If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, and is not residing with his/her parents in an HCV assisted household, the PHA must the terminate the student's assistance if, at the time of reexamination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and PHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

The PHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that any household member is currently engaging in illegal use of a drug. "currently engaging in" is defined as any use of illegal drugs during the previous year.

The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

The PHA must deny admission to an applicant if the PHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The PHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information.

Grounds for Denial or Termination of Assistance
The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- If any family member violates any family obligation under the program, including the obligation not to engage in any drug-related and violent criminal activity;
- The family has not reimbursed any PHA 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; or
- The family has engaged in or threatened abusive or violent behavior toward PHA personnel.

"Abusive or violent behavior towards PHA personnel" includes verbal as well as physical abuse or violence.

Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

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

Actual physical abuse or violence will always be cause for termination.

If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents.

The PHA will deny or terminate assistance if any member of the family commits drug-related or violent criminal activity within the past 10 years.

The PHA will deny or terminate assistance if any member of the family commits criminal activity that is not drug-related or violent criminal activity within the past 5 years.

B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the PHA to fully endorse and implement a policy designed to:

- Help create and maintain a safe and drug-free community;
- Keep our program participants free from threats to their personal and family safety;
- Support parental efforts to instill values of personal responsibility and hard work;
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

Screening of Applicants

In an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by HUD regulation the PHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior.

Such screening will apply to any member of the household who is 18 years of age or older.

HUD Definitions

- Covered person, for purposes of 24 CFR Part 982 and this Chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
- Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- Guest, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.
- Household, for the purposes of 24 CFR Part 982 and this chapter, means the family and PHA-approved live-in aide.
- Other person under the tenant's control, for the purposes of the definition of covered person and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.
- Violent criminal activity means 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.

Definition of Violent Criminal Activity

"Violent criminal activity" includes the following: Aggravated murder, murder, voluntary manslaughter, involuntary manslaughter, felonious assault, aggravated assault, assault, permitting child abuse, aggravated menacing, menacing by stalking, menacing, kidnapping, abduction, extortion, rape, sexual battery, gross sexual imposition, aggravated arson, arson, terrorism, aggravated robbery, robbery, aggravated burglary, inciting to violence, aggravated riot, riot, inducing panic, domestic violence, intimidation, intimidation of an attorney, victim or witness in criminal case, escape, improperly discharging a firearm at or into a habitation or in a school safety zone.

Violent criminal activity also includes all offenses as enumerated in the Ohio Revised Code definition of "offense of violence".

Standard for Violation

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 6 months.

"Engaged in or engaging in" violent criminal activity means any act by an applicant or participant or household member which involved 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, whether or not it resulted in the arrest and/or conviction of the applicant or participant, household members or guests. The timeframe used in denying assistance will be five (5) years from the date the applicant, participant, household member or guest was charged OR five (5) years from the completion of the sentence, whichever is later.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

Denial for Drug Related and Violent Criminal Activity

Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the program for a three (3) year period beginning on the date of such eviction.

However, the household may be admitted if, after considering the individual circumstances of the household, the PHA determines that the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA.

The circumstances leading to eviction no longer exist because:

- The criminal household member has died.
- The criminal household member is imprisoned.

Applicants will be denied assistance if they have been arrested at or evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last ten (10) years prior to the date of the certification interview.

Also, assistance must be denied if:

- Applicant does not meet eligibility
- Any adult refuses to sign required forms

Denial of Assistance for Sex Offenders

The PHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening applicants, the PHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

Termination of Assistance for Participants

Terminating assistance for drug-related or violent criminal activity:

- If the family violates the lease by engaging in drug-related or violent criminal activity within the past ten (10) years, the PHA will terminate assistance.

Terminating assistance for other criminal activity that is not violent or drug-related criminal activity:

- If the family violates the lease by engaging in criminal activity that is not drug-related or violent criminal activity within the past five (5) years, the PHA will terminate assistance.

Under the family obligations, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The PHA has established the following standards for termination of assistance for the family when a

household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for participants who have been:

- Arrested at and/or evicted from a unit assisted under any federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last three (3) years prior to the date of the notice to terminate assistance.
- If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, the PHA will terminate assistance.
- In appropriate cases, the PHA may permit the family to continue receiving assistance provided that the family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

Terminating Assistance for Alcohol Abuse by Household Members:

- Under the family obligations, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the PHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Notice of Termination of Assistance

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

- The reasons for the proposed termination;
- The effective date of the proposed termination;
- The family's right, if they disagree, to request an informal hearing to be held before termination of assistance;
- The date by which a request for an informal hearing must be received by the PHA;
- If the PHA proposes to terminate assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant with a copy of the criminal record; and
- The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the termination of assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.
- If a criminal record is the basis of the termination, a copy of the record must accompany the notice. A copy of the criminal record also must be provided to the subject of the record [24 CFR 982.553(d)].

Required Evidence

- Preponderance of evidence [24 CFR 982.553(c)] is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the acts occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The PHA will terminate assistance for criminal activity by a household member, as described in this chapter, if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

The PHA may terminate assistance for criminal activity by a household member under this section if the PHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

Confidentiality of Criminal Records

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

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance and to PHA management.

Housing Authority Discretion

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

The PHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. The PHA may permit the other members of a family to continue in the program. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

Enforcing Family Obligations

- Explanations and Terms - The term "promptly" when used with the family obligations always means "within 10 calendar days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.
- HQS Breach - The Inspector will determine if an HQS breach as identified in 24 CFR 982 is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Program Manager.
- Lease Violations - The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:
    - If the owner terminates tenancy through court action for serious or repeated violation of the lease.
    - If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of

court action, and the PHA determines that the cause is a serious or repeated violation of the lease based on available evidence.

- If there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.

Notification of Eviction

If the family requests assistance to move and they did not notify the PHA of an eviction within ten (10) calendar days of receiving the notice of lease termination, the move will be denied.

Proposed Additions to the Family

The PHA will deny a families request to add additional family members who are:

- Persons who have been evicted from Public Housing;
- Persons who have previously violated a family obligation under HUD regulations;
- Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program;
- Persons who commit drug-related or violent criminal activity;
- Persons who do not meet the PHA's definition of family;
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with Section 8 or Public Housing under the 1937 Act; or
- Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.

Family Member Moves Out

Families are required to notify the PHA if any family member leaves the assisted household. When the family notifies the PHA, they must furnish the following information:

- The date the family member moved out; and
- The new address, if known, of the family member.

Limitation on Profit-Making Activity in Unit

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

If the PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the PHA determines the business is not legal, it will be considered a program violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether they are a member of the assisted family, unless the family owns the mobile home and rents the pad.

Fraud

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

C. PROCEDURES FOR NON-CITIZENS

Denial or Termination Due to Ineligible Immigrant Status
Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for an informal hearing.

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information
When the PHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the PHA will give them an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status. The PHA will then verify eligible status, deny, terminate, or prorate as applicable.

The PHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination
If the family, or any member of the family, claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request an informal hearing with the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance.

D. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the PHA in full within a PHA specified time period.

E. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

In making this determination, the PHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

F. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the

required information. The obligations also require that the family allow the PHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA, may be sent a notice of denial or termination of assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency;
- Incarceration; and
- Family emergency.

G. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [Pub.L. 109-162, Pub.L. 109-271]

VAWA provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking."

VAWA also gives the HA the authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant."

VAWA does not limit the authority of the PHA to terminate the assistance of any participant if the PHA "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance."

Victim Documentation

When a participant family is facing assistance termination because of the actions of a participant, household member, guest, or other person under the participant's control and a participant or immediate family member of the participant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the PHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

- A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking and one of the following:
    - A police or court record documenting the actual or threatened abuse; or
    - A statement signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The

professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the PHA within 14 business days after the PHA issues their written request. The 14-day deadline may be extended at the PHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the PHA may proceed with assistance termination.

If the PHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives the PHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271].

When the actions of a participant or other family member result in a PHA decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, the PHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any approved extension period, the PHA will terminate the perpetrator's assistance. If the victim does not provide the certification and supporting documentation, as required, the PHA will proceed with termination of the family's assistance.

If the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

CHAPTER 14 - OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the PHA to recruit owners to participate in the HCV program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "Owner" includes a principal or other interested party.

The PHA will disapprove the owner for the following reasons:

- HUD has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR [24 CFR 982.306(a) and (b)];
- HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal Equal Opportunity requirements and such action is pending; or
- HUD has informed the PHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal Equal Opportunity requirements.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability [24 CFR 982.306(d), HCV GB p. 11-2].
- In cases where the owner and tenant bear the same last name, the PHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.
- The owner has violated obligations under a HAP Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug-related or violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The Owner (s) has engaged in or threatened abusive or violent behavior toward PHA personnel.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity.
- The owner has not paid state or local real estate taxes, fines, or assessment.

In considering whether to disapprove owners for any of the discretionary reasons listed above, the PHA will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others. Upon consideration of such circumstances, the PHA may, on a case-by-case basis, choose to approve an owner.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the PHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The PHA may also terminate some or all Contracts with the owner.

Before imposing any penalty against an owner, the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new HAP Contract.

The PHA will process a change of ownership, only upon the written request of the new owner, and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner.

If the new owner does not want an assignment of the Contract, the PHA will terminate the Contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

CHAPTER 15 - OWNER OR FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies, which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments;
- Civil suits;
- Repayment agreements;
- Abatements;
- Reductions in HAP to owner; or
- Collection agencies.

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The PHA will prescribe the terms of the repayment agreement, including determining whether to enter into a repayment agreement with the family based on the circumstances surrounding the debt to the PHA.

There are some circumstances in which the PHA will not enter into a repayment agreement. They are:

- If the family already has a repayment agreement in place; or
- The maximum length of time the PHA will enter into a repayment agreement with a family is determined by the PHA but will not exceed one year.

B. DEBTS OWED FOR CLAIMS

If a family owes money to the PHA for claims paid to an owner:

- The PHA will require applicant families to pay the amount in full; or
- The PHA will enter into a repayment agreement with participant families.

Late Payments

A payment will be considered to be in arrears if:

- The payment has not been received by the close of the business day on which the repayment was due. If the due date is on a weekend or legal holiday, the due date will be at the close of the next business day.
- If the family's repayment agreement is in arrears, and the family has not contacted or made arrangements with the PHA, the PHA may:
  - Require the family to pay the balance in full;
  - Pursue civil collection of the balance due;
  - Terminate the HAP; or

- Grant an extension of five (5) calendar days.
- If the family requests a move to another unit and has a repayment agreement in place for the payment of an owner claim, and the repayment agreement is not in arrears:
  - The family will be permitted to move subject to paying the balance in full prior to the issuance of a Voucher.
- If the family requests a move to another unit and is in arrears on a repayment agreement for the repayment of an owner claim:
  - The family will be permitted to move subject to paying the balance in full prior to the issuance of a Voucher.

C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the repayment procedures stated in this Plan.

Repayment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

- The minimum monthly payment will be $50; and
- The maximum length of time the PHA will enter into a repayment agreement with a family is up to 12 months.

D. GUIDELINES FOR REPAYMENT AGREEMENTS

Repayment agreements will be executed between the PHA and the Head of Household and Spouse or Co-Head jointly as applicable.

A repayment agreement will be considered to be in default when it is in arrears for 5 days.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the repayment agreement is current:

- Family size exceeds the maximum occupancy standards;
- The HAP Contract is terminated due to owner non-compliance or opt-out;
- A natural disaster;
- If the family already has a repayment agreement in place and incurs an additional debt to the PHA:
  - The additional debt must be paid in full. The PHA will not enter into more than one repayment agreement with the family.

E. OWNER DEBTS TO THE PHA

If the PHA determines that the owner has retained HAP or claim payments the owner is not entitled to, the PHA may reclaim the amounts from future HAP or claim payments owed the owner for any units under Contract.

If future HAP or claim payments are insufficient to reclaim the amounts owed, the PHA will:

- Require the owner to pay the amount in full within 30 calendar days;

- Pursue collections through the local court system; or
- Restrict the owner from future participation.

F. WRITING OFF DEBTS

Debts will be written off if:

- The debtor's whereabouts are unknown;
- A determination is made that the debtor is judgment proof;
- The debtor is deceased;
- The debtor is confined to an institution indefinitely or for more than 3 years; or
- The PHA has received judgment, has been unable to collect and the debt has been referred to a creditor.

However, this will not eliminate the duty to pay the debt if the family seeks assistance after the debt is written off.

CHAPTER 16 - COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

The PHA hearing procedures will be provided to families in the briefing packet.

Categories of Complaints

All complaints will be referred to the related Program Manager and then to the Executive Director, if necessary.

- Complaints from families: If a family disagrees with an action or inaction of the PHA or owner.
- Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family.
- Complaints from staff: If a staff person reports an owner or family violating or not complying with program rules, the complaint will be referred to the Program Manager.
- Complaints from the general public: Complaints or referrals from persons in the community in regard to the PHA, a family or an owner will be referred to the Program Manager or Executive Director.

B. REASONABLE ACCOMODATION - BEHAVIOR RELATED TO DISABILITY

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See discussion of Reasonable Accommodations.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with PHA staff to discuss the reasons for the denial and to dispute the decision.

The person who conducts the meeting will be any officer or employee of the Public Service Department except the person who made or approved the decision or a subordinate of those persons.

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The PHA must provide applicants with the opportunity for an informal review of decisions denying:

- Listing on the PHA's waiting list;
- Issuance of a Voucher;
- Participation in the program; and
- Assistance under portability procedures.

Informal reviews are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA;
- General policy issues or class grievances;
- A determination of the family unit size under the PHA subsidy standards;
- Refusal to extend or suspend a Voucher;
- A PHA determination not to grant approval of the tenancy;
- Determination that unit is not in compliance with HQS; and
- Determination that unit is not in accordance with occupancy standards due to family composition.

Procedure for Review

A request for an informal review must be received, in writing, by the close of the business day, no later than ten (10) calendar days from the date of the PHA's notification of denial or termination of assistance. The informal review will be scheduled within 14 calendar days from the date the request is received.

The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them, at their own expense.

A notice of the review findings will be provided, in writing, to the applicant within 14 calendar days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for informal reviews, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations, which will include:

- The proposed action or decision of the PHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the PHA's decision;
- The procedure for requesting a hearing; and
- The time limit for requesting an informal hearing.

When terminating assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant/participant with a copy of the criminal record upon which the decision to terminate was based.

The PHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following PHA determinations:

- Determination of the family's annual or adjusted income and the computation of the HAP;
- Appropriate utility allowance used from schedule;
- Family unit size determination under PHA subsidy standards;
- Determination to terminate assistance for any reason;
- Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account; and
- The PHA must always provide the opportunity for an informal hearing before termination of assistance.

Notification of Hearing

It is the PHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within 14 calendar days. The notification of hearing will contain:

- The date and time of the hearing;
- The location where the hearing will be held;
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense;
- The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than 7 days before the hearing date; and
- A notice to the family that the PHA will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than 10 calendar days before the hearing date.

The PHA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

The family must contact the PHA 24 hours prior to the hearing, excluding weekends and holidays, to reschedule an informal hearing. The PHA will reschedule the hearing, only if the family can show good cause. If no good cause is shown, then hearing will proceed without the family being present.

If a family does not appear at a scheduled informal hearing and has not rescheduled the informal hearing in advance, the informal hearing will proceed without the family being present.

Families have the right to:

- Present written or oral objections to the PHA's determination;
- Examine the documents in the file, which are the basis for the PHA's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;

- Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a charge of $.05 per copy. In no case will the family be allowed to remove the file from the PHA's office.
In addition to other rights contained in this Chapter, the PHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer, appointed by the PHA, who is neither the person who made or approved the decision, nor a subordinate of that person. The PHA appoints hearing officers who are employees of the Public Service Department.

The hearing shall concern only the issues for which the family has received the opportunity for hearing.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

The Hearing Officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this Plan based upon the evidence and testimony provided at the informal hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the informal hearing.

A notice of the informal hearing findings shall be provided in writing to the PHA and the family within ten (10) calendar days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed and documentation of the calculation; and
- The date the decision goes into effect.

The PHA is not bound by hearing decisions:

- Which concern matters in which the PHA is not required to provide an opportunity for an informal hearing;
- Which conflict with or contradict to HUD regulations;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the informal hearing.

All requests for informal hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.
Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

INS Determination of Ineligibility
If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or participant within ten days of their right to appeal to the INS within 30 calendar days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within ten (10) calendar days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within ten (10) calendar days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this Chapter for both applicants and participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

- Deny the applicant family;
- Defer termination if the family is a participant and qualifies for deferral;
- Terminate the participant if the family does not qualify for deferral; or
- If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide;
- Participants whose termination is carried out after temporary deferral may not request an informal hearing since they had an opportunity for an informal hearing prior to the termination;
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing based on the right to an informal hearing regarding determinations of tenant rent and Total Tenant Payment; or
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

CHAPTER 17 - SPECIAL HOUSING TYPES

INTRODUCTION

The PHA will not set aside any program funding for special housing types, or for a special housing type. A family may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

Verification of Need for Reasonable Accommodation

A copy of the PHA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all applicable HUD standards and HQS requirements.

A. SINGLE ROOM OCCUPANCY

HUD has determined that there could be a demand for SRO's in this area. Therefore, a single person may reside in an SRO housing unit.

The PHA will use a separate lease and HAP Contract for each assisted person residing in a SRO.

B. CONGREGATE HOUSING

An elderly person or a person with disabilities may reside in a congregate housing unit.

The PHA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

The PHA will approve a live-in aide, if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

For congregate housing there will be a separate lease and HAP Contract for each assisted family.

C. GROUP HOMES

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's Licensing Department.

An elderly person or a person with disabilities may reside in a state-approved group home. If approved by the PHA, a live-in aide may reside 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. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The PHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than 12 persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

There will be a separate HAP Contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group

home. The number of persons in the assisted household equals one assisted person plus any PHA approved live-in aide.

D. SHARED HOUSING

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The PHA may approve a live-in aide to reside with a family in order to care for a person with a disability. 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.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP Contract with the PHA. However, HAP may not be paid on behalf of an owner. The PHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate HAP Contract and lease for each assisted family residing in a shared housing unit.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request-subject to PHA verification-at each annual reexamination.

The PHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]: The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; The person commits drug-related criminal activity or violent criminal activity; or the person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

E. COOPERATIVE HOUSING

The PHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The PHA will not approve assistance for a family in cooperative housing until the PHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperatives debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner.

The PHA may approve a live-in aide to reside with the family to care for a person with disabilities. The PHA will approve a live-in aide, if needed as a reasonable accommodation, so that the program is readily accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

F. MANUFACTURED HOMES

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will not provide assistance for a family that owns the manufactured home and leases only the space.

The PHA may approve a live-in aide to reside with a family to care for a person with disabilities. The PHA will approve a live-in aide, if needed as a reasonable accommodation, so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

CHAPTER 18 - EIV POLICY

A. ENTERPRISE INCOME VERIFICATION

The PHA utilizes HUD's Enterprise Income Verification (EIV) System to improve its income verification process. The PHA reviews any information provided by EIV during required income reexaminations and at any other time as deemed appropriate by management.

EIV provides the PHA with the following information:

- Monthly employer new hires
- Quarterly wages (including employer information)
- Quarterly unemployment compensation
- Monthly Social Security (SS) and Supplemental Security Income (SSI) benefits

A completed Release of Information form (HUD-9886) must be signed by each adult member of the household prior to running the EIV.

EIV verifications shall be run by authorized staff only.

If a discrepancy is found between the reported family income and the threshold report, the PHA will take action according to the following thresholds:

Threshold levels that warrant PHA action:

- <$500.00
- $500.00-$5000.00
- >$5000.00

The following process will be followed when the EIV threshold report does not reconcile with the families reported income:

- Third party verifications will be sent out on behalf of families targeted as having discrepancies.
- Current documents will be requested from the tenant. i.e. Original, current and consecutive pay stubs, original SSA benefit verification letter, etc. The PHA will confirm effective dates of unreported income source.
- A meeting will take place with the PHA and individuals that have been targeted as having discrepancies in EIV.
- The family will be given the opportunity to explain the difference between what has been reported on the EIV Threshold Report and 50058. Once an explanation is documented with the family and they have a chance to explain the variance, the PHA will make a determination on how to proceed based on the following guidelines:

Threshold/Discrepancy	Agency Action
<$500.00	1) Further discrepancies will be reviewed at the next annual recertification.
$500.00-$5000.00	1) The PHA will call in the tenant and make an effort to have them sign a repayment agreement. 2) Termination will be initiated and information forwarded to the Law Department for further legal action if participant does not sign the repayment agreement or does not fulfill their repayment agreement obligation during the time

		that repayment agreement is in effect. Repayment agreement is maximum one year in length.
>$5000.00	1)	Participant is terminated from the program.
	2)	The PHA will send a letter indicating that the participant needs to sign and complete a repayment agreement.
	3)	Failure to enter into or fulfill the terms of the repayment agreement within the given time period will result in information being forwarded to the Law Department for further legal action.

Once the PHA has selected the appropriate action to be taken, an informal hearing will be granted to those that have the discrepancy.

Participants being terminated from the program due to findings resulting from EIV can request an informal hearing, in writing, within ten (10) calendar days from the date of the PHA's notification of termination of assistance.

The repayment agreement must be signed within ten (10) calendar days from the date of receipt. The maximum term of any repayment agreement is one year. Repayment Agreement can be less than one year in length, based on the discretion of the PHA.

During interim reexaminations, the PHA will re-run EIV only if the program participant reports they are now employed. In cases where the PHA obtains additional income information via the EIV system (and verifies the UIV data with the tenant and/or 3rd party source) that would result in a more accurate income determination and the PHA policy allows for increases in rent (during interim reexaminations when employment changes), the PHA will adjust the rent accordingly to reduce the occurrence of improper subsidy payments.

Any page containing tenant information will contain the following Privacy Act statement: *Confidential Privacy Act Data. Civil and Criminal Penalties Apply to Misuse of this Data.* All printed EIV pages carry this message.

APPENDIX 1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Disability is defined as, a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. This term does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. As used in this definition: Also see 24 CFR Parts 8.3, 24 CFR 5.403 and 100.201.

Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:
  Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; *or*
  In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

  In General

  The term "developmental disability" means a severe, chronic disability of an individual that:
  - Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - Is manifested before the individual attains age 22;
  - Is likely to continue indefinitely;
  - Results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
  - Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

  Infants and Young Children

  An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

APPENDIX 2: STATEMENT OF FAMILY OBLIGATIONS

Following is a listing of a participant family's obligations under the HCV program:

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information. Applicants and family members, regardless of age who are in possession of a social security number must provide this information to the Housing. If the applicant or family member does not possess a social security number, they must attest to this via certification.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
- PHA Policy
  - Damages beyond normal wear and tear will be considered to be damages which could be assessed against the tenant
- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- The family must not commit any serious or repeated violation of the lease.
- PHA Policy
  - The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.
- Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.
- The family must notify the PHA and the owner before moving out of the unit or terminating the lease.
- PHA Policy
  - The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the PHA at the same time the owner is notified.
- The family must promptly give the PHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.
- PHA Policy
  - The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.
- The family must promptly notify the PHA in writing if any family member no longer lives in the unit.

- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).
- The family must not sublease the unit, assign the lease, or transfer the unit.
- PHA Policy
  - Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
- The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
- The family must promptly notify the PHA when the family is absent from the unit.
- PHA Policy
  - Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to the PHA at the start of the extended absence.
- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

APPENDIX 3: DETERMINATION OF INSUFFICIENT FUNDING

OVERVIEW

The HCV regulations allows PHA's to deny families permission to move and to terminate HAP Contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.314(e)(1) and 982.454]. Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

METHODOLOGY

The PHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing the PHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, the PHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if the PHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, the PHA will be considered to have insufficient funding.