

# **SECTION 8**

# **ADMINISTRATIVE**

# **PLAN**

**HOUSING AUTHORITY OF THE  
CITY OF MILWAUKEE**

**RENT ASSISTANCE PROGRAM**

**(LAST TOTAL REVISION 7/1/2016)**

The Section 8 Administrative Plan sets forth the Housing Authority of the City of Milwaukee Rent Assistance Program (herein referred to as “RAP”) policies for the operation of the Section 8 Housing Choice Voucher Program, incorporating Federal, State, and local law. It was adopted by the Housing Authority’s Board of Directors on September 21, 2005, by Resolution #11972. The program is governed by the United States Department of Housing and Urban Development (HUD) regulations which are continuously subject to updating and revising. Therefore, not all current regulations may be reflected in this document. This Administrative Plan states policy on matters over which the Program has discretion to establish local policy and restates requirements under Program regulations. Any new HUD requirement received after the date of approval of this Administrative Plan shall automatically be incorporated into this Administrative Plan as a replacement or an addition.

# SECTION 8 ADMINISTRATIVE PLAN

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## **1.0 EQUAL OPPORTUNITY**

### **1.1 FAIR HOUSING**

It is the policy of RAP to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, family status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under RAP's housing programs.

**No inquiries shall be made about a person's sexual orientation or gender identity. However, RAP may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.**

To further its commitment to full compliance with applicable Civil Rights laws, RAP will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at RAP's office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

RAP will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form to them. RAP will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

RAP will keep records of all complaints, investigations, notices and corrective actions for five years.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of RAP's housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage on the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines RAP will follow in determining whether it is reasonable to provide a requested accommodation.

**Legitimate reasonable accommodation requests shall be granted if possible and not an undue financial or administrative burden to the XYZ Housing Authority. If the request is**

contrary to a HUD regulatory requirement and not an undue burden, the XYZ Housing Authority shall request a waiver of requirement from HUD.

Because disabilities are not always apparent, RAP will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

## **2.2 GRANTING THE ACCOMMODATION**

- A. The requestor must be a person with disabilities. For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, e.g., a heart condition).

If the disability is not apparent or already documented, RAP will require that the requestor obtain verification that the person is a person with a disability.

- B. The accommodation must be requested in writing related to the disability. If it is not apparent that the request is related to the apparent or documented disability, RAP will require documentation that the requested accommodation is needed due to the disability. RAP will not inquire as to the nature of the disability.
- C. The requested accommodation must be reasonable. In order to be determined reasonable, the accommodation must meet two criteria:
1. The accommodation will not alter the fundamental business of the housing authority.
  2. The accommodation will not create an undue financial hardship or administrative burden.
- D. The housing authority retains the right to be shown how the requested accommodation enables the individual to access or use RAP's programs or services. If more than one accommodation is equally effective in providing access to RAP's

programs and services, RAP retains the right to select the most efficient or economic choice. RAP may assist the individual in obtaining the necessary accommodation.

If the tenant requests, as a reasonable accommodation, that they be permitted to make physical modifications at their own expense, RAP will generally approve such a request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable the tenant to materially violate essential lease terms will not be approved (e.g., allowing non-payment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.)

### **3.0 PROXY**

RAP will allow the use of a proxy by an applicant/participant. RAP will also, upon request, refer applicants/participants to appropriate social service agencies. The use of a proxy does not remove the responsibilities of the applicant/participant to complete their program requirements for participation. RAP requires that program documents may only be signed by the applicant/participant and must be completed by the deadline date specified.

### **4.0 SERVICES FOR LIMITED ENGLISH PROFICIENT PERSONS**

RAP shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the following four factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The frequency with which LEP individuals come in contact with the program;
- B. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to RAP and costs.

In addition, RAP will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, RAP shall utilize multilingual “I speak” cards to the maximum degree possible.

### **5.0 FAMILY/OWNER OUTREACH**

RAP will publicize the availability and nature of the Section 8 Program for applicant families in a newspaper of general circulation during open enrollment. To reach people who cannot or do not read newspapers, RAP will distribute fact sheets to the broadcasting media. RAP will also try to utilize public service announcements.

RAP will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so that they may make proper referrals for the Section 8 program.

RAP will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings may be conducted in association with the City of Milwaukee property owners association. Owners participating in the Section 8 Program ~~will~~ **may** participate in making this presentation. The briefing is intended to:

- a. Explain how the program works;
- b. Explain how the program benefits owners;
- c. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways RAP helps owners do better screening; and
- d. Provide an opportunity for owners to ask questions, obtain written materials, and meet RAP staff.

RAP will remain committed to the recruitment of new owners and units for participants. There will be special effort of recruitment to produce units outside of low-income and/or high poverty areas. The efforts shall include attending landlord meetings, target mailings and some advertisements.

## **6.0 RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be granted unless there is a signed release of information from the applicant or participant. **This includes transmitting data to a Receiving Housing Authority under Portability.**

## **7.0 REQUIRED POSTINGS**

RAP will post, in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan (available upon request)
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all RAP offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review/Hearing Procedures (available upon request)
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster



H. The Agency's SEMAP score and designation

## **8.0 RESPONSIBILITIES/OBLIGATIONS OF RAP, OWNERS, AND PARTICIPANT FAMILIES**

This Section outlines the responsibilities and obligations of RAP, Section 8 Owners/Landlords, and participating families.

### **8.1 RAP RESPONSIBILITIES**

- A. RAP will comply with the consolidated ACC, the application that RAP submitted to HUD to get the specific vouchers, HUD regulations/requirements, and the Section 8 Administrative Plan.
- B. In administering the program, RAP will:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families, including both party's rights and responsibilities under the Violence Against Women Act;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
  - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
  - 6. Make efforts to help people with disabilities find satisfactory housing;
  - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
  - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
  - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
  - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust RAP utility allowance;
17. Administer and enforce the Housing Assistance Payments (HAP) contract with an owner, including taking appropriate action as determined by RAP, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews/hearings of certain RAP decisions concerning applicants for participation in the program and participant families;
20. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
21. Administer an FSS program (if applicable).

## **8.2 OWNER RESPONSIBILITIES**

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and screening the family to determine if the family is suitable for tenancy of the unit;
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance;
  3. Complying with equal opportunity requirements;

4. Complying with the HAP Contract;
  5. Preparing and furnishing to RAP information required under the HAP contract;
  6. Collecting from the family;
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    - c. Any charges for unit damage by the family.
  7. Entering into a lease/HUD required tenancy addendum and enforcing tenant obligations under the lease;
  8. Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any other person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family if the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. An incident(s) of actual or threatened domestic violence, dating violence, or stalking do not qualify as serious or repeated violations of the lease by the victim or threatened victim of that violence, and shall not be considered "good cause" for terminating the assistance, tenancy or occupancy rights of the victim of such violence.
  9. Paying for utilities and services (unless paid by the family under the lease);
  10. Providing evidence of ownership/residency to RAP upon request; and
  11. Retaining in confidence and not entering into any shared database, information provided by any tenants that they are victims of domestic violence, dating violence, or stalking. This information shall not be provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities (see 24 CFR § 100.203).
- D. The owner is responsible for notifying RAP ninety (90) days prior to any rent increase.

### **8.3 OBLIGATIONS OF THE PARTICIPANT FAMILY**

7/1/2016

This Section states the obligations of a participant family under the program.

A. Supplying required information:

1. The family must supply any information that RAP or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
2. The family must supply any information requested by RAP or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family:

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing RAP Inspection:

The family must allow RAP to inspect the unit at reasonable times and after at least 2 days notice.

D. Violation of Lease:

The family may not commit any serious or repeated violation of the lease.

E. Family Request to Move or Lease Termination:

The family must submit a request to move to RAP, and notify the owner before the family moves out of the unit during the term of the lease. The family must give notice to the owner and RAP to terminate the lease at the lease anniversary date.

F. Owner Eviction Notice:

The family must promptly give RAP a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit:

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

2. RAP must approve the composition of the assisted family residing in the unit. The family must promptly inform RAP of the birth, adoption or court-awarded custody of a child. The family must request approval from RAP to add a foster child/foster adult, live-in aide or any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit unless RAP has given approval.
3. The family must promptly notify RAP if any family member no longer resides in the unit.
4. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must be approved by the owner, must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
5. The family must not sublease or let the unit.
6. The family must not assign the lease or transfer the unit.
7. The family must not remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason.

H. Absence from the Unit:

The family must promptly notify RAP of its absence from the unit. The family must supply any information or certification requested by RAP relating to family absence from the unit and the purpose of family absence from the unit, including any information or certification requested by RAP to verify that the family is living in the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to ninety (90) days. The family must notify RAP of absences exceeding ninety (90) days. An authorized absence may not exceed 180 days. Any family absent for more than ninety (90) days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization, temporary admission to a nursing home or rehabilitation center;
2. Absences beyond the control of the family (e.g., death in the family, other family member illness);
3. Other absences that are deemed necessary by RAP.

If a family is terminated after an unauthorized absence for one of the above reasons

and can document the ability to return to the dwelling unit, RAP may allow for a readmittance through the reinstatement process. A written request must be received within 90 days of initial absence from unit.

I. Interest in the Unit:

The family may not own or have any interest in the unit.

J. Fraud and Other Program Violations:

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

K. Crime by Family Members:

The members of the family may not engage in drug-related criminal activity or other 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.

L. Other Housing Assistance:

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

M. Alcohol and/or Drug Abuse By Household Members

The members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety or right to peaceful enjoyment of other residents and/or persons residing in the immediate vicinity of the premises.

## 9.0 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in RAP's jurisdiction, RAP will take applications only during an open enrollment period, depending on the length of the waiting list.

When the waiting list is open, anyone interested in applying must request an application. Persons with disabilities who require a reasonable accommodation in completing an application may call RAP to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available. Applications will be dated and time stamped.

RAP may elect to have a lottery for applicants to limit the size of the waiting list and keep it manageable. RAP may place applicants on the waiting list in the order of their lottery selection sequence.

The initial application for housing assistance, or the pre-application, requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household and income category for the family's placement on the waiting list.

Applicants will be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that RAP may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

If the applicant chooses to have more than one contact person or organization, the applicant must make clear to RAP the reason each person or organization may be contacted. RAP will allow the applicant to complete a form HUD-92006 for each contact and indicating the reason RAP may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

It will be the applicant's responsibility to notify RAP in writing, of any changes in their application status including changes in family composition, income, or address. RAP will annotate the applicant's file and will update their information on the waiting list.

## **10.0 ELIGIBILITY FOR ADMISSION**

There are six requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to these eligibility criteria, families must also meet RAP screening criteria in order to be admitted to the Section 8 Program.

### **10.1 ELIGIBILITY CRITERIA**

**A. Family status** - All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. **A family with or without children.** Such a family is defined as a group of

people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that lives together in a stable family relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members (if properly documented).
- b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size (if properly documented), but are not considered family members for determining income limit.

2. An **elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:

- a. A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
- c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A **disabled family**, which is:

- a. A family whose head, spouse, or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.
- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.



5. **A displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or is referred as catastrophic by HACM's Community Services Section.
6. **A remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can receive Housing Choice Voucher assistance, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement guardian or lose the assistance.
7. **A single person** who is **not an** elderly **or** displaced person, **or a** person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a family that is:
  - a. **An extremely low-income or a** very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
  - c. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a development subject to a resident homeownership program under 24 CFR § 248.173.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into RAP's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they will be assisted under the program.
5. Families who are moving into RAP's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for RAP's program.
6. Income limit restrictions do not apply to families transferring units within the Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible **for a housing choice voucher, at least one** ~~each~~ member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) **or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.**

Family eligibility for assistance:

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (Sec Section 16.5(E) for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. To be eligible, every family member ~~regardless of age~~ must provide RAP with a complete and accurate Social Security Number unless they do not contend eligible immigration status. See Section 15.4 of this Section 8 Administrative Plan.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:

- a. A provision authorizing HUD and RAP to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
- b. A provision authorizing HUD or RAP to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance:
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 or 18 months (whichever date is specified on the form) after the date the consent form is signed, and
- e. A statement allowing RAP permission to access the applicant's criminal record with any and all police and/or law enforcement agencies.

F. Eligibility for tenancy

RAP determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. RAP will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last five years. If the individual has lived outside the local area, RAP may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will begin after each adult household member has signed a consent form designed by RAP. The information received as a result of the criminal background check shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to RAP action has expired or final disposition of any litigation has occurred.

In deciding whether to exercise their discretion to assist an individual or household that has engaged in criminal activity, RAP will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that the denial of assistance of the entire household would have on family members not involved in the criminal activity; and the extent to which the participant has taken all reasonable steps to prevent or mitigate the criminal activity.

RAP will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender. RAP will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list. RAP will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If the applicant is denied assistance based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity for an informal review.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, RAP will provide the name, address, and phone number of the applicant's current landlord and any previous landlords that are known to the housing authority.

No applicant for the RAP who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

#### G. Special College Student Eligibility Rules

No assistance shall be provided under section 8 of the 1937 Act to any individual who:

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
3. Is under 24 years of age;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child; and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

## 11.0 MANAGING THE WAITING LIST

## **11.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

## **11.2 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference (if any) and then in order of date and time of application;
- C. Any written contact between RAP and the applicant will be documented in the applicant file.
- D. In the case of a lottery, applications will be maintained in the order of their lottery selection sequence.

All files (applicant or participant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later.

## **11.3 PURGING THE WAITING LIST**

RAP will update and purge its waiting list on an “as needed” basis to ensure that the pool of applicants reasonably represents interested families. Purging also enables RAP to update the information regarding address, family composition and income category and preferences (if any).

The purge shall consist of RAP mailing a form, via first class mail, to be completed by the person on the waiting list and returned to the housing authority within a specified number of days. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant’s name shall be withdrawn from the waiting list. If the envelope is returned with a forwarding address on it, the housing authority may mail the form to the new address, with a new deadline for response.

## **11.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family nears the top of the waiting list, the family will be invited to an interview and the verification process will begin. Annual income must be verified within sixty (60) days of the issuance of a housing choice voucher. RAP will send a notification letter scheduling an appointment. The letter includes instructions permitting the family to reschedule the interview for documented medical confinement or to send a proxy to represent them if they cannot attend. The letter also tells families who may need to make alternate arrangements due to a disability that they may contact RAP to request an accommodation of their needs.

The family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms. All adult household members must present a picture I.D. at interview appointments.

### **11.5 MISSED APPOINTMENTS**

If an applicant fails to keep a scheduled appointment their name will be withdrawn from the waiting list.

### **11.6 WITHDRAWAL OF APPLICANTS FROM THE WAITING LIST**

RAP will deny assistance/withdraw an applicant's name from the waiting list if:

- A. The applicant requests that their name be withdrawn;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments

## **12.0 SELECTING FAMILIES FROM THE WAITING LIST**

### **12.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

RAP may admit an applicant for participation in the program either as a special admission or as a waiting list admission. Special admissions shall not exceed 2% of the total allocation and vouchers available.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, RAP will use the assistance for those families. If this occurs, RAP will maintain records demonstrating that these targeted housing choice vouchers were used appropriately.

### **12.2 SELECTION FROM THE WAITING LIST**

RAP will select families from the waiting list based on the date and time of application or in their lottery selection sequence order.

If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are **very extremely** low-income (unless a different target is agreed to by HUD), RAP retains the right to skip higher income families on the waiting list to reach **very extremely** low-income families. This measure will only be taken if it appears the goals will not otherwise be met. To ensure this goal is met, RAP will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough **very extremely** low-income families on the waiting list, RAP will conduct outreach on a non-discriminatory basis to attract very low-income families to reach the statutory requirement.

### 12.3 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

RAP will issue a housing voucher for a particular bedroom size. The bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's voucher size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, RAP will include the presence of children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care (if properly documented). However, a student living away from home for more than six (6) months per year is not assigned a bedroom and is not counted as a family member.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex under the age of eighteen (18) years will share a bedroom.
- B. Children of the opposite sex, under the age of five (5) years will share a bedroom.
- C. Adults and children will not be required to share a bedroom.

D. Live-in aides will get a separate bedroom.

A live-in-aide is a person who resides in the household essential to the care and well being of an elderly, disabled, or handicapped family member. The following documentation may be required:

1. Written statement from a licensed, practicing medical physician stating that the person is essential to the care and well-being of the individual(s).
2. Written statement of the disability and/or handicap.
3. Nature of care provided (e.g. 24 hour, etc.)

The live-in-aide has the option to include their income in determining the family's income and be a member of the household on the lease. The live-in-aide will not qualify for continued occupancy as a remaining family member if the person chooses not to be a member of the household and does not include their income in determining the family's income. If a live-in-aide becomes a family member, they cannot go back to a live-in-aide status.

E. An additional or separate bedroom due to a medical need.

RAP will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary. The following documentation will be required:

1. Written request from the family and a letter from a licensed, practicing medical physician explaining the medical need for an additional or separate bedrooms.
2. If the request is for the storage of medical equipment, the request must State the type of equipment. RAP will verify and document such equipment is present in the unit through the inspection process.

If the request and supporting documentation is valid, the exception will be granted. If the request for an exception seems invalid and is denied, an informal review/hearing can be requested.

The housing voucher size for the family will be determined by RAP in accordance with the above guidelines and will determine the maximum rent subsidy for the family. The family may select to rent a unit that is smaller than the family voucher size but not larger than the family voucher size. If the family selects a smaller unit, the payment standard for the smaller unit size will be used to calculate the subsidy. However, the family must seek approval from RAP to rent a unit that is larger than the family voucher size. Subject to availability, RAP may grant approval for four-bedroom, five-bedroom and six-bedroom voucher size families to rent a unit that is larger by one bedroom than the family voucher size. If approval is granted, the payment standard for the family unit size will determine the maximum subsidy.



## 12.4 BRIEFING

When RAP selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. RAP will send a notification letter to the family letting them know that in order to receive a housing choice voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session or they may send a proxy to represent them. The letter also tells families who may need to make alternate arrangements due to a disability that they may contact RAP to request an accommodation of their needs. If the family fails to attend two (2) briefings, they will be denied assistance and their name will be withdrawn from the program.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, RAP will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, RAP will give primary consideration to the requests of the applicant.

A. The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside RAP's jurisdiction;
4. Types of eligible housing;
5. For families qualified to lease a unit outside RAP's jurisdiction under portability, an explanation of how portability works, including how the family's assistance can be affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, and other elements of the portability process that could affect the family's assistance. RAP will not discourage the family from choosing to live anywhere in or outside its jurisdiction under portability procedures, unless otherwise expressly authorized by statute, regulation, PIH Notice or court order;
6. An explanation of the advantages of living in a low poverty census tract;
7. An explanation that the family share of rent and utilities may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard; and
8. A description of the homeownership program if one exists.

B. During the briefing, RAP will also give the family a packet containing the

following information:

1. The term of the voucher and RAP's policy on suspensions of the term;
2. How RAP determines the housing assistance payment and total tenant payment for the family;
3. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
4. How RAP determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside RAP's jurisdiction, the packet includes an explanation of how portability works, including how the family's assistance can be affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, and other elements of the portability process that could affect the family's assistance;
6. The HUD-required tenancy addendum that provides the language that must be included in the lease and a sample contract;
7. The request for approval of the tenancy form and an explanation of how to request RAP approval of a unit;
8. A statement of RAP's policy on providing information to prospective owners.
9. RAP's subsidy standards, including when RAP will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit ("A Good Place to Live") and any other information that HUD provides on the subject;
11. The HUD-required lead-based paint brochure;
12. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
13. A list of landlords or other parties known to RAP who may be willing to lease a unit to the family or help the family find a unit, including owners with properties outside areas of low poverty;
14. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to RAP that may be available; or request staff assistance in locating a suitable unit.

15. The family's obligations under the program;
16. The grounds upon which RAP may terminate assistance because of the family's action or inaction;
17. RAP's informal review/hearing procedures, including when RAP is required to provide the opportunity for an informal review/hearing, and information on how to request a review/hearing; and
18. RAP's owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

### **13.0 ISSUANCE OF VOUCHER/REQUEST FOR APPROVAL OF TENANCY**

#### **13.1 ISSUANCE OF THE VOUCHER**

Once all family information has been verified, eligibility determined, subsidy calculated, and the family has attended a briefing, RAP will issue the voucher. At this point, the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease and the request for approval of tenancy form. The family will submit the proposed lease and the request form to RAP during the term of the voucher. RAP will review the request and make an initial determination of approval of tenancy. RAP may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, RAP will schedule an appointment to inspect the unit within ten (10) days after the receipt of the request form. The voucher time is suspended during any period the unit is unavailable for inspection. RAP will only conduct two (2) inspections per request for approval of tenancy. ~~For repairs that are the owner's responsibility, RAP will allow a third inspection appointment with a \$50.00 processing fee paid by the owner.~~

During the initial stage of qualifying the unit, RAP may provide the prospective owner with information regarding the program upon request. The information will include RAP and owner responsibilities for screening and other essential program elements. Upon request, RAP will provide the owner with the family's current and prior addresses as shown in RAP records along with the name and address (if known) of the landlords for those addresses. Additional screening is the responsibility of the owner.

#### **13.2 TERM OF THE VOUCHER**

The Housing Choice Voucher will expire one hundred and twenty (120) calendar days and/or 120 tolled days from the date of issuance.

If the family includes a person with a disability, the family may request additional time on

the voucher due to the documented reasonable accommodation. If RAP determines that additional search time would be a reasonable accommodation, RAP may approve an extension.

Upon submittal of a completed request for approval of tenancy form, RAP will suspend or toll the term of the voucher. The term of the voucher will be in suspension until the date RAP provides notice that the request has been approved or denied. This policy allows families the full term of 120 days to find a unit, not penalizing them for the period during which RAP is taking action on their request. A family may only submit one (1) request for approval of tenancy form at one time. A family may submit a second request for approval of tenancy only after RAP finalizes action on the first request and if there is still time left on the voucher.

In order to reduce costs, RAP may pull back outstanding vouchers for applicants searching for housing that have not yet resulted in an executed HAP contract.

If a family's voucher expires (120 days) and the family fails to submit a request for approval of tenancy for an eligible unit or the request has been denied, RAP will require the family to reapply for assistance.

RAP will notify the family in writing by first class mail, that the voucher term has expired and that the family must reapply during the next open application period.

### **13.3 APPROVAL TO LEASE A UNIT**

RAP will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by RAP and passes HQS;
- C. The lease is approvable and includes the following:
  - 1. The names of the owner and the tenant;
  - 2. The address of the unit rented;
  - 3. The term of the lease (initial term and any provisions for renewal);
  - 4. The amount of the monthly rent to owner;
  - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  - 6. The required HUD tenancy addendum.
- D. The rent to the owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard;

- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or RAP; and
- G. The family continues to meet all eligibility and screening criteria.

The lease term may begin only after all of the aforementioned conditions are met.

RAP will prepare the contract when the unit is approved for tenancy. Upon receipt of the executed lease and the signed contract by the landlord, RAP will execute the contract. RAP will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and RAP will not pay housing assistance to the owner.

#### **13.4 RAP DISAPPROVAL OF OWNER**

RAP will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). RAP may also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments;
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. Premises by tenants, RAP employees or owner employees; or
  - 2. Residences by neighbors.

- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless RAP determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- I. The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or
- J. Other conflicts of interest under Federal, State, or local law.

### **13.5 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A single family dwelling occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

RAP will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing

RAP will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals
- E. Single Room Occupancy (SRO)

## **13.6 SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant in compliance with State law.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. If the owner obtains a court judgment for unpaid rent and/or damages, RAP may question the tenant's continued eligibility.

## **14.0 DETERMINATION OF FAMILY INCOME**

### **14.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME**

To determine annual income, RAP counts the income of all family members, except the types and sources of income that are specifically excluded. RAP will calculate income using the exact amount of dollars and cents. The program will not round any money amounts. Once the annual income is determined, RAP subtracts all allowable deductions (allowances documented in accordance with IRS Publication 502) as the next step in determining the Total Tenant Payment.

### **14.2 INCOME**

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or RAP believes that past income is the best available indicator of expected

future income, RAP may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. **Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.**
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.



a. Welfare assistance payments

- i. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- (1) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage; plus
- (2) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities.

ii. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

- (1). Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
- (2). Are not otherwise excluded under 14.3 of this Plan.

b. Imputed welfare income.

- i. A family's annual income includes the amount of imputed welfare income (because of welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to RAP by the welfare agency), plus the total amount of other annual income.
- ii. At the request of RAP, the welfare agency will inform RAP in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform RAP of any subsequent changes in the term or amount of such specified welfare benefit reduction. RAP will use this information to determine the amount of imputed welfare income for a family.
- iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or

regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to RAP by the welfare agency).

- iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
  - v. RAP will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
  - vi. If the family is not satisfied that RAP has calculated the amount of imputed welfare income in accordance with HUD requirements, and if RAP denies the family's request to modify such amount, then RAP shall give the family written notice of such denial, with a brief explanation of the basis for RAP's determination of the amount of imputed welfare income. The notice shall also state that if the family does not agree with the determination, the family may contest the decision in accordance with the informal review/hearing policy.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
  - 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

### **14.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of,

the cost of medical expenses for any family member;

- E. Income of a live-in aide (unless the person chooses to be included as a member of the tenant family);
- F. The full amount of student financial assistance paid directly to the student or to the educational institution for tuition. **Any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income;**
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of RAP’s governing board. No resident may receive more than one such stipend during the same period of time;
- I. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a family member with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a family member in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Incremental earnings and benefits received by any family member resulting from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government). Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  - 5. Temporary, nonrecurring, or sporadic income (including gifts);

6. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
7. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
8. Adoption assistance payments in excess of \$480 per adopted child;
9. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
10. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
11. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
12. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps;
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
  - c. Certain payments received under the Alaska Native Claims Settlement Act;
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;
  - e. Payments made under the U.S. Department of Health and Human Services' Low-Income Energy Assistance Program;
  - f. Payments received under the Job Training Partnership Act;
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians;
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims;
  - i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). Any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher

Education Act of 1965 (20 U.S.C. 1002), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);

- j. Payments received under Title V of the Older Americans Act of 1985;
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Act of 1980;
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- n. Earned income tax credit refund payments ; and
- o. Allowances, earnings and payments for living expenses under the AmeriCorps Program.
- p. Income payments from the U.S. Census Bureau defined as employment NOT lasting longer than 180 days and not culminating in permanent employment.
- q. Kinship Guardian Assistant Payments (Kin-GAP) and similar state guardianship payments.
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- q. Any allowance paid under the provisions of 38 U.S.C. 1883(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998
- t. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.
- v. One-time recovery payments generated by the American Recovery and Reinvestment Act (ARRA).
- w. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- x. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);

- y. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
- z. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269, 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;
- aa. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.) **for a period of one year from the time of receipt of that payment** as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);
- bb. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
- cc. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
- dd. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

#### 14.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program or (documented in accordance with IRS Publication 502); and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses

(documented in accordance with IRS Publication 502) for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. For persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following the date of the initial hire shall be excluded. This exclusion is only available to the following families:
  - 1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
  - 2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
  - 3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

This is true if it is implemented prior to August 8, 2016. After that date, the "lifetime disallowance" will end 24 months after it began.

## 15.0 VERIFICATION

RAP will verify information related to waiting list, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets ~~greater than \$5,000~~ (for assets of \$5,000 or less, see 15.1, 6. Self-Certification and Self-Declaration), and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age

and older, Social Security Numbers, Picture I.D.'s, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

In accordance with Notice PIH 2013-03 (HA), the requirement to undertake the complete process of income verification and rent determination for elderly families and disabled families when 100% of the family's income consists of fixed incomes is not necessary given the infrequency of changes to their incomes.

## **15.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family and as specified in the chart in 15.2. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). It may be a computerized print-out or report generated by a request from RAP or automatically by another government agency, (e.g., the Social Security Administration). Verification forms and reports received will be contained in the applicant/participant file. This verification may also be by direct contact with the source, in person or by telephone. Third party oral documentation in the file will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When 100% of the family's income consists of fixed incomes, HACM will recalculate the family incomes by applying any published cost of living adjustments to the previously verified income amount.

Fixed Income includes income from:

- Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- Federal, State, local, and private pension plans; and
- Other periodic payments received from annuities, insurance policies, periodic receipts that are of substantially the same amounts from year to year.

When third party verification cannot be obtained, RAP will accept documentation provided by the family. Hand-carried documentation will be accepted if RAP has been unable to obtain third party verification in a maximum of a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:



**1. Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. The XYZ Housing Authority will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Discrepancy Report, Multiple Subsidy Report, and the New Hires Report.
- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

RAP will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until RAP has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The

consequences of adverse findings may include RAP requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information RAP derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. RAP is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## **2. Third-Party Written Verifications**

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or RAP request date. Such documentation may be in the possession of the participant (or applicant), and is commonly referred to as participant-provided documents. It is the HUD's position that such participant-provided documents are written third-party verification since these documents originated from a third-party source. RAP may, at its discretion, reject any participant-provided documents and follow up directly with the source to obtain necessary verification of information.

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

RAP will obtain three current and consecutive pay stubs for determining annual income from wages. For new income sources or when three pay stubs are not available, RAP will project income based on the information from a traditional written third-party verification form or the best available information.

**Note:** Documents older than 60 days (from RAP interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

**Note:** Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

### **3. Written Third-Party Verification Form**

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by RAP. The form is completed by the third-party by hand (in writing or typeset) when sent the form by RAP.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some participants may collude with the third-party source to provide false information; or the participant intercepts the form and provides false information.

HUD requires RAP to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable participant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

RAP will allow 30 calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

### **4. Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

RAP will allow 14 calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

### **5. Review of Documents**

When UIV, written and oral third-party verifications are not available within the 30 calendar day period allowed in paragraph 3 and 14 calendar day period allowed in paragraph 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

### **6. Self-Certification and Self-Declaration**

When UIV, written and oral third-party verifications are not available within the 30

calendar day period allowed in paragraph 3 and 14 calendar day period allowed in paragraph 4 above, and hand-carried verification cannot be obtained, When neither third party verification nor hand-carried verification can be obtained, RAP will accept a notarized statement detailing information needed, signed by the head, spouse, co-head or other adult family member of household. Such documents will be maintained in the file.

Verification forms and reports received will be contained in the applicant/participant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-front Income Verification is utilized, RAP will document the reason for the choice of the verification methodology in the applicant/resident's file.

~~In accordance with Notice PIH 2013-03 (HA), where a family has net combined assets of \$5,000 or less, HACM will allow the family to Self-Declare/Certify assets and the amount of income expected to be received from those assets by completing the appropriate Asset Self Declaration of \$5,000 or less Form. This form must be signed/dated by all adult family members. Where the family has assets of \$5,000 or less, HACM does not need to obtain supporting documentation from the family to confirm the assets or the amount of income expected to be received from those assets.~~

The following chart comes from PIH Notice 2010-19 and PIH Notice 2013-03.

Level	Verification Technique	Ranking
6	<b>Up-front Income Verification (UIV)</b> using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	<b>Up-front Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
4	<b>Written Third-Party Verification</b>	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third-Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)

<b>2</b>	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third-party verification is not available)
<b>1</b>	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third party verification) <del>or when allowed in the case of assets of \$5,000 or less</del>

## 15.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, RAP will send a request form to the source along with a release form signed by the applicant/participant via first class mail or facsimile (fax).

Verification Requirements for Individual items		
Item to be verified	Third-party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	<del>Letter from Social Security and electronic reports</del> Not Allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of the Head of Household	N/A	Valid drivers license, identification card issued by a government agency, or a birth certificate.

Citizenship	N/A	Signed Certification voter's registration card, birth certificate, citizenship certificate, valid passport, signed letter from INS
Eligible immigration status	INS SAVE confirmation#	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full- time student status (if > 18)	Letter from school	For high school students, any document evidencing enrollment
Need for live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Verification Requirements for Individual Items		
Item to be verified	Third-party verification	Hand-carried verification
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
<b>Value of Income from Assets in excess of \$5,000</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CD's, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statements, price in newspaper or through Internet

Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Assets with a value of \$5,000 or less	N/A	Asset Self Declaration of \$5,000 or less Form
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Notarized Affidavit Letter/statement from source, letter from organization receiving gift e.g., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence

Verification requirements for Individual Items		
Item to be verified	Third-party verification	Hand-carried verification
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration	Published cost of living adjustment notice	Letter from Social Security no more than 60 calendar days old as verified by HUD computer systems
Periodic payments (e.g., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source Published cost of living adjustment notice	Award letter, letter announcing change in amount of future payments

Training program participation	Letter from program provider indicating -whether enrolled -whether training is HUD- funded -whether State or local program- whether it is employment training -whether payments are for out – of- pocket expenses incurred in order to participate in a program	N/A
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### 15.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

The citizenship/eligible non-citizen status of each family member must be determined regardless of age.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. RAP will make a copy of the individual's INS documentation and place the copy in the file. RAP also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, RAP will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

7. Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.



The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If RAP determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### 15.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

~~Prior to admission, each family member who has a Social Security Number and who is at least six (6) years of age must provide verification of his or her Social Security Number. New family members at least six (6) years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.~~

Prior to admission, every family member ~~regardless of age~~ must provide RAP with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member became a member of the household within six months prior to the date of voucher issuance and is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. RAP ~~shall~~ may grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person. If the Social Security Number is not provided within the required period, the assistance shall be terminated.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, RAP ~~will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.~~ will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as

HUD may prescribe in administrative instructions.

If a family member indicates they have a Social Security Number, but cannot readily verify it, ~~they shall be asked to certify to this fact and shall be given up to thirty (30) days to provide the verification.~~ the family cannot be assisted until verification is provided.

If the individual fails to provide the verification within the time allowed, the family will be denied assistance and/or terminated from the program. RAP may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

## **15.5 TIMING OF VERIFICATION**

Verification must be dated within sixty (60) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, RAP will verify and update only those elements reported to have changed.

## **15.6 FREQUENCY OF OBTAINING VERIFICATION**

Household income and composition will be verified at least annually and at other times as needed, to determine continued program eligibility.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination.

## **15.7 DISCREPANCIES IN VERIFIED INFORMATION**

An EIV Income Report shall be pulled from the system before annual or interim reexamination are conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the participant or a substantial difference (defined as \$2400 or more annually) in the reported income information, RAP will:

- A. Discuss the income discrepancy with the participant; and

- B. Request the participant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
- C. In the event the participant is unable to provide acceptable documentation to resolve the income discrepancy, RAP will request from the third party source, any information necessary to resolve the income discrepancy; and
- D. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively\*; and
- E. Take any other appropriate action.

\*RAP will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The participant will be provided an opportunity to contest RAP's determination of overpayment of the HAP. Participants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The participant may contest the findings in accordance with established grievance procedures. RAP will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between participant-reported and EIV-reported income information, RAP will obtain from the participant, any necessary documentation to complete the income determination process. As noted previously, RAP may reject any participant-provided documentation, if the Authority deems the documentation unacceptable. Documentation provided by the participant will only be rejected for only the following reasons:

- A. The document is not an original; or
- B. The original document has been altered, mutilated, or is not legible; or
- C. The document appears to be a forged document (i.e. does not appear to be authentic).

RAP will explain to the participant, the reason(s) the submitted documents are not acceptable and request the participant to provide additional documentation. If at any time, the participant is unable to provide acceptable documentation that RAP deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to RAP.

If the third-party source does not respond to RAP's request for information, the Authority is required to document the participant file of its attempt to obtain third-party verification and that no response to the third party verification request was received.

RAP will then pursue lower level verifications in accordance with the verification hierarchy.

## **15.8 SPECIAL VERIFICATION FOR ADULT STUDENTS**

In addition to other verification procedures, student heads of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. RAP shall verify using normal third party verification procedures that support the amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, RAP shall determine if any of the scholarship is available for housing costs.

## **16.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **16.1 RENT REASONABLENESS**

RAP will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If RAP or HUD directs that reasonableness be re-determined.

### **16.2 COMPARABILITY**

In making a rent reasonableness determination, RAP must determine the monetary rent values of residential units for program participation. RAP will compare the real rent for the unit to the rent of comparable units in the same or comparable neighborhoods that are not assisted under any federal, state or local program. RAP will consider the location, type, property value, quality, size, number of bedrooms, age, amenities, housing services, maintenance, utilities and condition of the unit and the comparable units. The results of this determination shall be documented in the tenant's file.

RAP will maintain current survey information on rental units in the jurisdiction. RAP may also obtain from landlord associations and management firms the value of the array of amenities.

Owners are invited to submit information to the survey at any time for consideration. Owners may review the determination made on their unit and may submit additional information or make improvements or add amenities to the unit that will enable RAP to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing

assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units on the premises.

### 16.3 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by RAP and approved by HUD) determines the maximum subsidy for a family.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or non-insured 236 project, a 515 project of the Rural Development Administration, a Section 202 or 811 project, or a Section 221(d)(3) below market interest rate project, the maximum subsidy may not exceed the basic rent charged including the cost of tenant-paid utilities. Furthermore, if any of the units also receive the benefit of a State, local, or federal housing subsidy (e.g., Section 8 project-based housing assistance payments contract), they are ineligible units under the HCV program.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR § 982.888.

#### 16.3.1 SETTING THE PAYMENT STANDARD

The Statute requires that the payment standard be set by RAP at between 90 and 110% of the FMR without HUD's prior approval. RAP will review its determination of the payment standard annually after publication of the FMRs. RAP will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

RAP may establish a higher payment standard of up to 120% of the FMR without HUD approval if requested as a reasonable accommodation by a family that includes a person with a disability. The higher payment standard will only be implemented after documenting in the participant's file that:

- A. A rent reasonableness analysis was conducted in accordance with the HCV program regulations.
- B. The family requested lease approval for the unit and requested an exception payment standard as a reasonable accommodation in writing accompanied by a letter from a medical professional explaining what is needed in the family's residence; and

**C. The unit has features that meet the needs of a family member with disabilities. For example, a unit may be suitable because of its physical features or for other reasons, such as having the requisite number of bedrooms, location on an accessible transit route, or proximity to accessible employment, education, services, or recreation.**

~~(although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.~~

~~If a higher payment standard is needed as a reasonable accommodation, RAP shall submit the following to HUD:~~

~~A. A statement from a health care provider regarding the nature of the disabled person's disability/ies and the features of the unit (which may include its location) which meet that person's needs.~~

~~B. The contract rent and utility allowance for the unit.~~

~~C. A statement from the agency that it has determined the rent for the unit is reasonable, and that the unit has the feature/s required to meet the needs of the person with disabilities as noted in the statement from the health care provider.~~

~~D. The household's monthly adjusted income.~~

~~E. The FMR for the unit size for which the family is eligible.~~

~~F. Proposed effective date of the new lease or actual effective date of the lease renewal.~~

Payment standards will not be raised solely to allow the renting of luxury quality units. If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, RAP will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. RAP may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, RAP will conduct a financial feasibility test to ensure that in using the higher standards, adequate funds will continue to be available to assist families in the program.

### **16.3.2 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY**

A. For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or
2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, RAP will use the

appropriate payment standard for the exception rent area.

- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family voucher size resulting from a change in family size or composition, the new family voucher size will be considered when determining the payment standard at the next annual reexamination.

### **16.3.3 AREA EXCEPTION RENTS**

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, RAP may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. RAP may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as RAP requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

### **16.4 ASSISTANCE AND RENT FORMULAS**

- A. Total Tenant Payment

The total tenant payment is equal to the highest of:

- 1. 10% of the family's monthly income;
- 2. 30% of the family's adjusted monthly income;
- 3. The Minimum rent;

4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

**B. Minimum Rent**

RAP has set the minimum rent as \$50.00. However, if the family requests a hardship exemption, RAP will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until RAP can determine whether a hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
  - b. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - c. When a death has occurred in the family.
2. No hardship. If RAP determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to RAP for the time of suspension.
3. Temporary hardship. If RAP determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. RAP will offer a reasonable repayment agreement for any minimum rent back payment paid by RAP on the family's behalf during the period of suspension.
4. Long-term hardship. If RAP determines there is a long-term hardship, the



family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the informal hearing procedure to appeal RAP's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
  - i. The payment standard amount for the appropriate family voucher size; or
  - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. During the HAP contract term, the payment standard for the family is the higher of:
  - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
  - ii. The payment standard as determined in accordance with paragraph (1) (a) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- c. At the next regular reexamination following a change in family composition that causes a change in family voucher size during the HAP contract term, and for any examination thereafter during the term:
  - i. Paragraph (b) (i) of this section does not apply; and
  - ii. The new family voucher size must be used to determine the payment standard.
- d. If the dwelling unit is located in an exception area, RAP will use the appropriate payment standard for the exception area.

2. RAP will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

- a. The payment standard minus the total tenant payment; or
- b. The gross rent minus the total tenant payment.

D. Manufactured Home Space Rental: Section 8 Vouchers

- 1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
- 2. The space rent is the sum of the following as determined by RAP:
  - a. Rent to the owner for the manufactured home space;
  - b. Owner maintenance and management charges for the space; and
  - c. Utility allowance for tenant paid utilities.
- 3. The participant pays the rent to owner less the HAP.
- 4. HAP equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

E. Rent for Families under the Non-citizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- 1. The family was receiving assistance on June 19, 1995;
- 2. The family was granted continuation of assistance before November 29, 1996;
- 3. The family's head or spouse has eligible immigration status; and
- 4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

~~If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing.~~

~~Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. RAP will grant each family a period of 120 days to find suitable affordable housing.~~

~~Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.~~

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

## **16.5 UTILITY ALLOWANCE**

RAP maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection, disposal of waste and refuse).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, RAP uses normal patterns of consumption for the community as a whole, and current utility rates.

RAP reviews the utility allowance schedule annually and revises any allowance for a utility category (if there has not been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised, a change is not required). RAP maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with RAP.

The Housing Authority uses the lower of the appropriate utility allowance for the voucher size or the utility allowance amount for the unit size of the unit actually leased by the family.

According to the FY 2014 Appropriations Act Section 242 there is a cap on the utility allowance for families leasing oversized units. The utility allowance is set at the amount based on voucher size rather than the unit size with the ability to set the amount to the unit size in order to provide a reasonable accommodation to the family of a person with

disabilities.

At each annual reexamination, RAP applies the utility allowance from the most current utility allowance schedule.

If the gross rent does not exceed the payment standard, the utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant. RAP will pay any savings resulting from utility costs directly to the utility companies on behalf of the tenant.

## **16.6 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

RAP pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within five (5) business days of when due, the owner may charge RAP a late payment, agreed to in the Contract and in accordance with generally accepted practices in RAP's jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of RAP.

A housing assistance payment is considered made upon being mailed by RAP or an electronic fund transfer of payments has been made.

If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, RAP will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, RAP may deduct the amount due to the Authority from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, RAP may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

## **16.7 CHANGE OF OWNERSHIP**

RAP requires a written request by the property owner in order to make changes regarding who is to receive RAP's rent payment or the address as to where the rent payment should be sent.

In addition, RAP requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title;
- B. Tax Identification Number or Social Security Number; and
- C. HAP Assignment form.

RAP will execute the HAP Assignment. New owners will be required to execute IRS form W-9. RAP may withhold the rent payment until the taxpayer identification number is received.

## **17.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

### **17.1 INSPECTION POLICIES**

RAP will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be placed on the Section 8 Existing program unless the HQS is met.

When a new applicant submits a Request for Tenancy Approval, RAP will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 10 business days) upon receipt of a Request for Tenancy Approval. The owner and the applicant will be notified in writing of the results of the inspection. If the unit fails HQS again on the second inspection and time remains on the voucher, RAP will notify the applicant to submit a new Request for Tenancy Approval for the same unit or for another unit. RAP will only conduct two (2) inspections per Request for Tenancy Approval. ~~For repairs that are the owner's responsibility, RAP will allow a third inspection appointment with a \$50.00 processing fee paid by the owner.~~

Units will be inspected at least biennially, and at other times as needed, to determine if the unit continues to meet HQS. At recertification, the owner and the participant will be notified of a scheduled inspection appointment by first class mail. If the unit is disapproved the tenant and owner will be notified of the disapproval and a second inspection scheduled by first class mail. If the unit does not pass the HQS inspection after the 2<sup>nd</sup> inspection, RAP will notify the participant to submit a new Request for Tenancy Approval for the same unit or for another unit. ~~For repairs that are the owner's responsibility, RAP will allow a third inspection appointment with a \$50.00 processing fee paid by the owner.~~

RAP must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. If the family fails to allow a RAP inspection, RAP will consider the family to have violated a Family Obligation. RAP will take action to terminate the family's assistance.

#### **17.1.1 TYPES OF INSPECTIONS**

There are six types of inspections that RAP will perform:

- A. Initial Inspection: An inspection that must take place to insure that the unit passes HQS before assistance can begin for a new applicant or a participant in a new unit.
- B. Annual/Biennial Inspection: An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection: An inspection that takes place because of a complaint on the unit by appropriate parties.
- D. Special Inspection: An inspection conducted by RAP with a third party, (e.g., HUD, needing to view the unit.)
- E. Emergency Inspection: An inspection that takes place in the event of a perceived emergency (e.g., disruption of essential services, family's health or safety is threatened or compromised.) These inspections will take precedence over all other inspections.
- F. Quality Control Inspection - Supervisory audit inspections based on at least the minimum number required by the Section 8 Management Assessment Program (SEMAP).

## **17.2 OWNER AND FAMILY RESPONSIBILITY FOR HQS**

- A. Owner Responsibility for HQS:
  - 1. The owner must maintain the unit in accordance with HQS.
  - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, RAP will take prompt and vigorous action to enforce the owner obligations. RAP's remedies for such breach of the HQS include termination, suspension of housing assistance payments and termination of the HAP contract.
  - 3. RAP will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by RAP and RAP verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than thirty (30) days (or any RAP approved extension). If the required repair(s) is/are not made in a timely manner, the rent shall be abated beginning with the next rent check.
  - 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, RAP may

terminate assistance to a family because of the HQS breach caused by the family.

**B. Family Responsibility for HQS:**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
  - d. Any member of the household or a guest removes any batteries from a smoke detector or the family fails to notify the Housing Authority if the smoke detector is inoperable for any reason.
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than thirty (30) days (or any RAP approved extension).
3. If the family fails to pay for any utilities that the family was required to pay and the owner pays for those utilities, the family must repay the owner within thirty (30) days. Failure to comply may subject the family to termination from program.
4. If the family has caused a breach of the HQS, RAP will take prompt and vigorous action to enforce the family obligations. RAP may terminate assistance for the family in accordance with 24 CFR § 982.552.

**17.3 EXCEPTIONS TO HQS ACCEPTABILITY CRITERIA**

RAP will utilize the acceptability criteria of 24 CFR 982.401, with applicable State and local codes. Additionally, RAP has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one (1) exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with two (2) coats of non-lead paint. An extension may be granted as

a severe weather related item as defined at section 17.4(D).

- C. Adequate heat shall be considered to be sixty-eight (68) degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A  $\frac{3}{4}$ " overflow pipe must be present on the hot water heater safety valves and installed down to within six (6) inches of the floor.

#### **17.4 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

##### **A. Correcting Initial HQS Fail Items**

On an initial inspection, the owner will be given a reasonable timeframe to correct the items noted as failed, based on the extent of the repairs required, but not to exceed thirty (30) days.

##### **B. HQS Fail Items for Units under Contract**

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency items in Section 17.5), the owner or participant will be given twenty-four (24) hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, RAP will abate payment and terminate the contract in accordance with Sections 17.6 and 23.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, RAP will terminate assistance for the family in accordance with Sections 17.2(B) and 23.0(B) (3).

##### **C. Time Frames for Corrections**

1. Emergency repair items must be abated within twenty-four (24) hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within seventy-two (72) hours.
3. For major repairs, the owner will have up to thirty (30) days to complete.

##### **D. Extensions**

At the sole discretion of RAP, extensions of up to thirty (30) days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to



initiate repairs. If repairs are not completed within sixty (60) days after the initial inspection date, RAP will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

## **17.5 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within twenty-four (24) hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- F. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety
- M. Inoperable smoke detector
- N. Inoperable carbon-monoxide detector

## **17.6 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated. The abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, RAP will end the abatement the day the unit passes inspection. Rent payments will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent

will not be abated. The tenant is held to the same standards and timeframes for correction of deficiencies as owners. If deficiencies are not corrected by the deadline, RAP will send a notice of termination to both the tenant and the owner advising them of the contract termination. The tenant will be given the opportunity to request an informal hearing.

## **17.7 LEAD BASED PAINT REQUIREMENTS**

The purpose of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822 and Chapter HFS 163, Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards of the State Dept. of Health and Family Services by establishing procedures to eliminate as practicable the hazards of lead-based paint poisoning for units assisted in the program.

For purposes of this section, the following definitions apply:

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six (6) years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Deteriorated paint surface: A surface on which the paint is cracking, flaking, chipping, peeling, chalking or loose.
- d. Dust wipe sample: A sample of dust collected by wiping a representative surface of a know area with an acceptable wipe material to determine lead content.
- e. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 or more micrograms per 100 milliliters for a single test or of 15 or more micrograms in two consecutive tests at least 90 days apart.
- f. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- g. Lead-based paint: A paint surface identified as having a lead content greater than 0.7 milligrams per centimeter or 0.06 % lead by weight.
- h. Lead inspection: An on-site, surface by surface investigation of painted, varnished or other coated surfaces to determine the presence of lead.
- i. Risk assessment: An on-site investigation of paint, dust, water or other environmental media to determine the existence, nature, severity and location of lead hazards.
- j. XRF: A portable analyzer used to determine lead concentration in milligrams per square centimeter using x-ray fluorescence.

The requirements of this Section do not apply to zero (0) bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly.

child under the age of six (6) years, the initial and each periodic inspection (as required under this part) must include a visual assessment for deteriorated paint surfaces. If deteriorated paint surfaces are found, such surfaces must be treated in accordance with paragraph H of this Section.

- B. RAP may exempt from such treatment deteriorated paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- C. Treatment of deteriorated paint surfaces required under this Section must be completed within thirty (30) days of RAP notification to the owner. When weather conditions prevent treatment of the deteriorated paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph H of this Section may be delayed for a reasonable time.
  - a. The requirements in this paragraph apply to:
    - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
    - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
    - iii. Exterior surfaces up to five (5) feet from the floor or ground that are readily accessible to children under six (6) years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- D. In addition to the requirements of paragraph A of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six (6) years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint (lead inspection or risk assessment). Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the surfaces have already been treated.
- E. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples (dust wipe sample). Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph H of this Section is required, and treatment shall be completed within the time limits in paragraph C of this Section.
- F. The requirements in paragraph D of this Section apply to all protruding painted surfaces up to five (5) feet from the floor or ground that are readily accessible to children under six (6) years of age:

- i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garage and sheds).
- G. In lieu of the procedures set forth in paragraph D of this Section, RAP may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph H of this Section.
- H. Treatment or abatement of deteriorated paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - a. A deteriorated paint surface shall be treated if the total area of deteriorated paint on a component is:
    - i. More than ten (20) square feet on an exterior wall;
    - ii. More than two (2) square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
    - iii. More than 10% of the total surface on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
  - b. Acceptable methods of treatment or abatement are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro-blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - c. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro-blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating deteriorated paint spots no more than two (2) square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty (20) square feet on exterior surfaces.
  - d. During exterior treatment soil and playground equipment must be protected from contamination.
  - e. All treatment procedures must be concluded with a thorough cleaning of all

surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as tri-sodium phosphate or an equivalent solution.

- f. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- I. The owner must use safe work methods and take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- J. Prior to execution of the HAP contract, the owner must inform RAP and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- K. RAP must attempt to obtain annually from local health agencies the names and addresses of children with identified EBL's and must annually match this information with the names and addresses of participants under this part. If a match occurs, RAP must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, RAP must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- L. RAP must keep a copy of each inspection report for at least three (3) years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, RAP must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested and treated in accordance with the standards prescribed in this Section. Such chewable surfaces do not have to be tested or treated at any subsequent time.

## **17.8 DAMAGE CLAIMS/PARTICIPANT'S RESPONSIBILITIES**

There are no provisions under the voucher program for reimbursement to an owner for claims of damages, vacancy loss or unpaid rent.

The tenant is solely responsible for reimbursement to an owner for any damages to the unit or unpaid rent.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent due from the tenant or for other amounts the tenant owes under the lease.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

~~If the owner secures a court judgment against the tenant for damages, unpaid rent or any other amounts the tenant owes under the lease, the participant must resolve the court judgment for continued program benefits. If the participant fails to resolve the judgment, RAP may question the participant's continued eligibility for the program and the participant may be terminated.~~

If the family has caused a breach of the HQS, thereby violating family obligations, RAP will take prompt and vigorous action and may question continued eligibility, deny or terminate the participant from the program in accordance with 24 CFR 982.552.

## **18.0 ANNUAL REEXAMINATION POLICIES**

### **18.0.1 CHANGES IN LEASE OR RENT**

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give RAP a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify RAP of any changes in the amount of the rent at least ninety (90) days prior to the lease anniversary date. Any such changes are subject to RAP determining them to be reasonable.

Assistance shall not be continued unless RAP has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities, appliances or amenities;
- B. In the lease terms governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

RAP approval is not required for changes other than those specified in A, B, or C above.

### **18.1 ANNUAL INCOME REEXAMINATION**

At least annually RAP will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family voucher size.

RAP will send a notification letter to the family letting them know that it is time for their annual reexamination and of their scheduled interview appointment. The letter includes

instructions permitting the family to reschedule the interview for documented medical confinement or to send a proxy to represent them if they cannot attend. The letter tells families who may need to make alternate arrangements due to a disability that they may contact RAP to request an accommodation of their needs. The letter also includes forms for the family to complete in preparation for the interview.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, RAP will determine the family's annual income and will calculate their family share.

### **18.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### **18.1.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, ~~RAP will consider the family to have violated a Family Obligation. RAP will take action to terminate the family's assistance.~~

a No Show Meeting notice will be sent allowing the family to request another appointment and submit documentation as to why the initial meeting was not attended. If the documentation is deemed acceptable, a second recertification appointment will be scheduled. Failure by the family to attend the second scheduled interview will result in RAP taking action to terminate the family's assistance. Failure by the family to complete and submit the notice by the deadline date, or to submit adequate documentation, will result in RAP taking action to terminate the family's assistance. A termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

## **18.2 INTERIM REEXAMINATIONS**

Families are required to report any increase or decrease in income and in allowable

expenses in writing between annual reexaminations.

Families must report any change in income to RAP within fifteen (15) business days from the date the change occurs. Failure to do so may result in the family having to pay monies back to RAP and/or the family's termination from the program. RAP will take timely action to process the interim reexamination and recalculate the family share of rent.

Families are also required to report changes in family composition to RAP between regular reexaminations. These changes will trigger an interim reexamination:

- A. A member has been added to the family. Marriage, adoption, etc.
- B. A household member is leaving or has left the family unit.
- C. Family break-up.

In circumstances of a family break-up, RAP will determine which family member will retain the voucher. The factors to be considered in making this decision include:

- 1. To whom the voucher was issued.
- 2. The interests of minor children or of ill, elderly, or disabled family members.
- 3. Whether the assistance should remain with the family members remaining in the unit.
- 4. ~~Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.~~

If the family break-up results from an occurrence of domestic violence, dating violence, or stalking, RAP will ensure that the victim retains assistance. The factors to be considered in making this decision include:

- a. Whether the assistance should remain with family members remaining in the original assisted unit.
- b. The interest of minor children or of ill, elderly, or disabled family members.
- c. Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, or stalking.
- d. Whether any of the family members are receiving protection as victims of domestic violence, dating violence, or stalking and whether the abuser is still in the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, RAP will be bound by the



court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, RAP will make determinations on a case by case basis.

RAP will issue a determination in a timely manner. The family member requesting the determination may request an informal hearing.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must obtain written consent from the owner on the RAP prescribed form, provide their income, assets, Social Security Number and all other information required of an applicant. The individual must also verify their citizenship/eligible immigrant status (their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. RAP will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review/hearing. If they are found to be eligible and do pass the screening criteria, RAP will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 18.2.2 below.

### **18.2.1 SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, RAP may schedule special reexaminations every ninety (90) days until the income stabilizes and an annual income can be determined. Depending on the family's circumstances, RAP may also schedule meetings with the family to review the family's income status between the special reexamination (s).

### **18.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

~~Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective immediately. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).~~

Unless there is a delay in reexamination processing caused by the family, RAP will give the family a 30 day notice of any rent increase. If the family fails to report a change within the required time frame, or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The family will be

responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with Section 25.0 Repayment Agreements.

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective thirty (30) days after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **19.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families in the Voucher program are allowed to move to another unit with continued assistance. RAP will issue the family a new voucher if the family follows the program's move procedures, has not violated a Family Obligation, does not owe RAP or any other Housing Authority money, and if RAP has sufficient funding for continued assistance. This policy is intended to be consistent with all civil rights laws and regulations.

### **19.1 WHEN A FAMILY MAY OR MAY NOT MOVE**

RAP will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant;
- C. The family has given notice of lease termination at the lease anniversary date;
- D. The family and the owner have mutually agreed to terminate the lease with cause prior to the lease anniversary date with RAP approval; or
- E. The family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member. RAP will not terminate assistance if the family, with or without prior notification to the housing authority, already moved out of a unit in violation of the lease, if such move occurred to protect the health or safety of a family member who is or has been the 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 dwelling unit.
- F. For families already participating in the Housing Choice Voucher Program, RAP will not allow the family to move to a new unit if:

1. The family is not income eligible in the receiving agency's jurisdiction; or
2. The family has moved out of their unit in violation of the lease, unless the reason for the move is to protect a victim of VAWA who is otherwise in full compliance with all other program requirements and is believed to be in imminent danger from the abuser.

G. For families already participating in the Housing Choice Voucher Program RAP may deny a family's request to move to a new unit if:

1. The family violates any family obligations under the program;
2. Any member of the family has been evicted from federally assisted housing in the last five years;
3. A PHA has ever terminated assistance under the program for any member of the family;
4. Any member of the family has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal Housing program;
5. The family currently owes rent or other amounts to RAP or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
6. 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;
7. The family breaches an agreement with the PHA to pay amounts owed to a PHA or an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter into an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement.)
8. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation;
9. The family has engaged in or threatened abusive or violent behavior toward RAP personnel;
10. A welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the WTW voucher program;
11. The Family has been engaged in criminal activity or alcohol abuse;
12. The family does not comply with RAP's policy on the timing of moves;
13. The family is not eligible for portability due to being a non-resident when admitted to the program; or

**14. If RAP has insufficient funding for continued assistance to the family.**

**a. A voucher cannot be rescinded if RAP has approved a move, subsequently finds out a funding shortfall will occur and the family cannot remain in its old unit (e.g. the unit has already been leased to another family).**

**b. Under portability, an initial housing authority cannot terminate a portability unit because it is not a party to the HAP contract.**

**19.2 PROCEDURES REGARDING FAMILY MOVES**

**A. Request to Move**

When the move is at the request of the family, the family must submit a written request to move to RAP in order to initiate the move process.

**B. Proper Notice**

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed sixty (60) days.

**C. Eviction**

Families are required to give RAP a copy of any owner lease termination notice (e.g., writ, notice to vacate, etc.) upon receipt in order to move with continued assistance. A family's failure to promptly provide a copy to RAP may be considered a violation of Family Obligations and may cause the family to be terminated from the program. In addition, RAP may scrutinize the grounds for the termination of tenancy/eviction and review the family's continued eligibility for the program which could result in the termination of assistance for the family.

**D. Moving at Lease Anniversary**

Families may terminate the lease at the lease anniversary date without cause and without the mutual agreement of the owner and RAP approval. The family is required to give notice to the owner and RAP sixty (60) days prior to the lease anniversary date. The family is required to give RAP a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to RAP will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to RAP, or a copy of the lease termination

notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

E. Moving Prior to Lease Anniversary

During the term of the lease, a family may not end the lease unless it and the owner mutually agree to end the lease with cause and RAP approves. RAP may approve the move only if the family is requesting portability outside of RAP jurisdiction or desires to move to another unit within HACM jurisdiction due to a severe hardship. RAP may require the family to provide third party documentation to verify a severe hardship situation. If the family moves from the unit before the term of the lease ends without the owner's and RAP approval, it will be considered a serious lease violation and will subject the family to termination from the program.

Moves without the owner's and RAP approval will have their continued eligibility questioned and have the right to request and attend a Pre-Termination hearing. If a Pre-Termination hearing is requested, the family will be scheduled the hearing and a Recertification Conditional Move Interview Appointment. Failure to attend the Conditional Move Appointment and/or the Pre-Termination hearing, will result in termination from the program.

If the family completes the Conditional Move Appointment and the results of the hearing are still pending, RAP will issue a Conditional Voucher and give the family a Conditional Request for Tenancy Approval. The Hearing Officer's decision will determine whether the client is allowed to continue in the program or whether the termination is upheld.

F. Reexamination to Move

All families who are moving must complete a reexamination to move and be re-determined eligible for program benefits in order to receive a new voucher.

Failure to follow the above procedures may subject the family to the denial of assistance to move/termination from the program.

## **20.0 PORTABILITY**

### **20.1 GENERAL POLICIES OF RAP**

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of RAP at the time the family first submits its application for participation in the program to RAP may lease a unit anywhere in the jurisdiction of RAP or outside RAP jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of RAP at the time of its application, the family will not have any right to lease a unit outside of RAP jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of RAP. This does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking and the move is needed to protect the health or safety of the family or family member.

If a family requests portability, the family may only move to a jurisdiction where a Housing Choice Voucher program is being administered. **If more than one housing authority operates a Housing Choice Voucher Program in the jurisdiction where the participant is moving, the participant may choose which housing authority the participant wants to administer the voucher.**

**If a family chooses to port to another housing authority's jurisdiction, the Initial Housing Authority shall inform the family that it may be re-screened by the Receiving Housing Authority and may lose its assistance if the family fails to meet the Receiving Housing Authority's screening criteria.**

For income targeting purposes, the family will count towards the Initial Housing Authority's goals unless the Receiving Housing Authority absorbs the family. If absorbed, the admission will count towards the Receiving Housing Authority's goals.

RAP will manage the tenant-based Section 8 program in a manner that ensures that RAP has the financial ability to provide assistance for families that move out of RAP jurisdiction under the portability procedures that have not been absorbed by the Receiving Housing Authority as well as for families that remain in RAP jurisdiction.

~~RAP may deny a request for portability outside RAP jurisdiction if the payment standard of the Receiving Housing Authority in the requested jurisdiction is higher than RAP's payment standard unless the family is absorbed by the Receiving Housing Authority.~~

If a family requests portability and after the HAP contract has been terminated the family changes their mind, the family must make a written request to either remain in RAP jurisdiction or to redirect their portability request to another jurisdiction.

If a family has moved out of their assisted unit in violation of the lease, RAP will not issue a voucher and will terminate assistance in compliance with Section 23.0, Termination of the Lease and Contract.

If the family fails to follow the program's portability/move procedures, the family may be denied assistance to move and/or terminated from the program.

The family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher 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 the 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. In order to receive a voucher to

move in this way, the participant shall provide RAP with appropriate verification. Types of acceptable verifications are outlined in Section 23.2 of this Section 8 Administrative Plan, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

To the degree possible, portability moves will be utilized to affirmatively further fair housing.

## **20.2 INCOME ELIGIBILITY**

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility may be re-determined.

## **20.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, ~~the Initial Housing Authority~~ the family may choose which housing authority shall become the Receiving Housing Authority. The Initial Housing Authority shall provide the family with the appropriate contact information for the Receiving Housing Authority.

## **20.4 PORTABILITY PROCEDURES**

- A. When RAP is the Initial Housing Authority:
  - 1. RAP will inform the family of the portability process when the family requests to exercise portability.
  - 2. RAP will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable) and likewise eligible to move.
  - 3. RAP will advise the family how to contact and request assistance from the Receiving Housing Authority by providing them with the name, email and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher. If there are more than one agency administering vouchers in the area the family wants to move to, the family shall choose which one to use.



4. RAP will promptly notify the Receiving Housing Authority **by email** to expect the family.
5. RAP will immediately mail, fax or email to the Receiving Housing Authority the most recent HUD Form 52665 (Family Report) for the family, and related verification information.

B. When RAP is the Receiving Housing Authority:

1. When the portable family requests assistance from RAP, RAP will promptly inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When RAP receives a portable family, the family will be absorbed if funds are available and a voucher will be issued. **The decision to absorb, or not, will be communicated in writing to the initial housing authority as soon as possible. A decision to absorb is irreversible without the permission of the initial housing authority.**
2. RAP will conduct criminal background checks on all adult household members of the portable family.
3. RAP will determine the family voucher size for the portable family. The family voucher size is determined in accordance with RAP occupancy standards.
4. RAP will brief the portable family. The family will be required to attend an applicant briefing.
5. RAP will issue a voucher to the family. The term of the voucher will not expire before **30 calendar days after** the expiration date of any Initial Housing Authority's voucher. RAP will determine whether to extend the voucher term. The family must submit a request for tenancy approval to RAP during the term of the voucher issued by RAP.
6. RAP will promptly notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
7. If RAP opts to conduct a new reexamination, RAP will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
8. In order to provide tenant-based assistance for portable families, RAP will perform all program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or RAP may make a determination to deny or terminate assistance to the family in accordance with 24 CFR § 982.552.



9. The family will be required to reside in RAP's jurisdiction for one (1) year before the family will be eligible to exercise portability.
10. RAP may deny or terminate assistance for family action or inaction in accordance with 24 CFR § 982.552 and 24 CFR § 982.553.
11. As the receiving housing authority, RAP will accept all eligible portability families, with limited exceptions. If an exception is utilized, RAP will seek prior **written** approval from HUD.
12. **If a family is denied admission to the program, the participant is entitled to request an informal hearing.**
13. **If the family decides not to lease in RAP's jurisdiction, it shall be referred back to the Initial Housing Authority.**
14. **Although RAP will promptly issue a voucher to an incoming portability family, it will still subject the families to its normal screening procedures. If the family fails to pass the screening thresholds either the voucher will be revoked or the family will be terminated from the program if a unit has already been leased.**

C. Absorption by RAP:

1. If funding is available under the consolidated ACC for RAP's Voucher Program when the portable family is received, RAP will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for RAP's Tenant-Based Program.

D. Portability Billing:

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, RAP will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
  - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% **of its Column B pro-rated administrative fee, 100%** of the Initial Housing Authority's **normal Column B** on-going administrative fee for each unit month that the

family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, they may negotiate a different amount of reimbursement.

E. When a Portable Family Moves:

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

F. Ongoing Responsibilities as a Receiving Housing Authority

When RAP is a receiving agency it will:

1. Send the Initial Housing Authority an updated HUD Form 50058 at each annual recertification so the Initial Housing Authority can reconcile it with its records.
2. Promptly send the Initial Housing Authority a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount. If the Receiving Housing Authority fails to update the 50058 on time, the Initial Housing Authority will continue payments based on the last 50058 received.
3. If the RAP decides to absorb a family it had previously been billing for, it shall promptly notify the Initial Housing Authority following the effective date of the termination of the billing arrangement.
4. If the family decides it wants to move to yet another jurisdiction, the Initial Housing Authority shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.
5. Any special purpose vouchers shall retain their original character and rules.

## 21.0 REASONS FOR DENIAL AND/OR TERMINATION OF ASSISTANCE TO THE FAMILY

RAP may at any time deny or terminate program assistance for an applicant or a participant because of any of the following actions or inactions:

- A. If the family violates any family obligations under the program;
- B. If a family member fails to sign and submit consent forms;

- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If RAP determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of twenty-four (24) months from the date of termination;
- D. If the family was evicted from housing assisted under the Section 8 program for serious violations of the lease;
- E. Have a household member who is currently engaging in illegal use of a drug;
- F. Have a household member whose illegal drug use or pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- H. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- I. If a family member commits drug-related or violent criminal activity;
- J. Have a household member whose abuse (or pattern of abuse) of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a family member who has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
- M. Currently owes rent or other amounts to RAP or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- N. Applicant or participant has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- O. Applicant or participant has breached an agreement with RAP to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;

- P. Applicant or participant has engaged in or threatened abusive or violent behavior towards RAP staff personnel;
- Q. Applicant does not meet any one of the eligibility criteria;
- R. Applicant does not supply information or documentation required by the application process;
- S. Applicant fails to respond to a written request for information or a request to declare their continued interest in the program or reactivate a withdrawn application within a three year period;
- T. Applicant fails to complete any aspect of the application or lease-up process;
- U. Applicant, including any member of the family, was evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed;
- V. Applicant, including any member of the family, is currently engaged in (the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current) or has engaged during the last five years before the projected date of admission in any of the following:
  - 1. Drug-related criminal activity;
  - 2. Violent criminal activity;
  - 3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
  - 4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or person performing a contract administration function or responsibility on behalf of RAP (including a RAP employee or a RAP contractor, subcontractor or agent).
- W. Criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of the tenant's household or any guest or other person under the tenant's control shall not be the cause for termination of tenancy 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. Nothing limits the RAP from terminating assistance or evicting for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a "more demanding standard" than non-victims. Nothing prohibits the termination of assistance or eviction if the RAP or landlord can demonstrate an actual and imminent threat to other tenants or those employed at or

providing service to the property if the tenant is not evicted. Any other federal, state, or local laws that provide greater protections to victims of domestic violence, dating violence, or stalking are not superseded by these provisions.

For purposes of this section, the RAP may terminate assistance for criminal activity by a household member as authorized in this section if the RAP 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 of such activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support a termination decision. Before the RAP terminates the assistance of an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The RAP can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

## **21.1 APPLICANT DENIAL OF ASSISTANCE**

If RAP determines that an applicant does not meet the criteria for receiving Section 8 assistance or violates any program rules, RAP will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason for the decision, and state that the applicant may request an informal review of the decision within ten (10) business days of the denial. The request for an informal review must be postmarked by the 10<sup>th</sup> business day. RAP will describe how to obtain the informal review.

If RAP denies admission on the basis of a criminal record, RAP will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the informal review/hearing.

The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. RAP will require verification in all cases where an applicant claims protection against an action proposed to be taken by RAP involving such individual. Types of acceptable verifications are outlined in Section 23.2 of this Section 8 Administrative Plan, and must be submitted within 14 business days after receipt of RAP's written request for verification.

## **21.2 PARTICIPANT TERMINATION OR DENIAL OF ASSISTANCE TO MOVE**

If RAP determines that a participant has violated any family obligations, program rules or requirements and should have continuing eligibility questioned, program assistance denied, and/or termination from the program, RAP will give the family prompt written notice of the reason(s) for the decision. The notice will state that if the family does not agree with the decision, the family may request an informal hearing within ten (10) business days of the notification. The request for the informal hearing must be postmarked by the 10<sup>th</sup> business day. RAP will describe how to obtain the informal hearing.

If the participant family is under an outstanding or effective HAP contract, RAP will question the family's continued eligibility for the program and give the family an opportunity for an informal hearing before RAP terminates housing assistance payments for the family.

If RAP determines continuing eligibility or program assistance should be denied, RAP may or may not also terminate the participant from the program. The nature and severity of the participant violation of program rules will determine if the participant is also to be terminated.

RAP may terminate assistance for criminal activity by a household member as authorized in Section 21.0, if RAP determines, based on a preponderance of the evidence, that the household member has been arrested or convicted of such activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support a termination decision. Before RAP terminates the assistance of an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. RAP can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If RAP proposes to terminate assistance for criminal activity as shown by a criminal record, RAP will notify the family of the proposed action and will provide the person with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the informal review/hearing process.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The RAP may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The RAP shall honor court orders regarding the rights of access or control of the property and other orders issued to protect the victim and issued to address the distribution or possession of property among household members where the family “breaks up.”

There is no limitation on the ability of the RAP to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the RAP terminating assistance if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) assistance is not terminated.”

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The RAP may require certification by the victim of victim status on such forms as the RAP and/or HUD shall prescribe or approve.

The RAP **will** terminate assistance and/or the landlord may “bifurcate” (split) the lease to terminate or otherwise remove a household member from the lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of violence as described above to family members or others without terminating the assistance/evicting the victimized lawful occupants.

The RAP and/or the landlord will honor court orders regarding rights of access or control of the property.

### **21.3 CERTIFICATION**

If a tenant claims they are a victim of domestic violence, dating violence, or stalking, the RAP and/or landlord may request that the tenant certify via an approved certification form (available at the Rent Assistance Office), that the individual is a victim of domestic violence, dating violence, or stalking. If the RAP and/or landlord require a certification, they shall inform the tenant of the date the response must be returned, which shall not be less than 14 business days from the day the certification is requested. The tenant may comply with the certification requirements by providing documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 USC 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation or the tenant may produce a Federal, State, tribal, territorial, or local police or court record.

## **22.0 COMPLAINTS, INFORMAL REVIEWS, INFORMAL HEARINGS**

### **22.1 COMPLAINTS**

RAP will investigate and respond to complaints by participant families, owners, and the general public. RAP may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

### **22.2 INFORMAL REVIEWS FOR APPLICANTS**

#### **A. Informal Review for the Applicant:**

RAP will give an applicant for participation in the program an opportunity for an informal review of RAP decision denying assistance to the applicant. RAP will notify the applicant of RAP's decision. The notice will contain a brief statement of the reason(s) for the decision. The notice will state that the applicant may request an informal review within ten (10) business days of the notification and will describe how to obtain the informal review. The request must be postmarked by the 10<sup>th</sup> business day after the date of the notice.

#### **B. When an Informal Review is not Required:**

RAP will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family voucher size under RAP occupancy standards.
2. A determination not to approve an extension or suspension of a voucher term.
3. A determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A determination that a unit selected by the applicant is not in compliance with HQS.
5. A determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by RAP.

### **22.3 INFORMAL HEARINGS FOR PARTICIPANTS**



A. When an Informal Hearing for the Participant is Required:

RAP will give a participant family an opportunity for an informal hearing to consider whether the following RAP decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and RAP policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from RAP utility allowance schedule.
3. A determination of the family voucher size under RAP occupancy standards.
4. A determination to deny the family's request for an exception to the normal occupancy standards.
5. Denial of a hardship exemption to the minimum rent requirement.
6. A determination to terminate assistance for a participant family because of the family's action or failure to act.
7. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under RAP policy and HUD rules.

RAP will notify the participant family of RAP's determination and the reason (s) for the decision. The notice will state that if the family does not agree with the determination, the family may request an informal hearing within ten (10) business days of the notification. The request must be postmarked by the 10<sup>th</sup> business day.

In cases described in paragraphs 22.3(A)1(2), (3), (4) and (5) of this Section, RAP will notify the family of RAP's determination. The notice will state that the family may ask for an explanation of the basis of RAP's determination and that if the family does not agree with the determination, the family may request an informal hearing.

In cases described in paragraphs 22.3(A)5(6) and (7) of this Section, if a participant is under an outstanding or effective HAP contract, RAP will give the family the opportunity for an informal hearing before RAP terminates housing assistance payments for the family.

B. When an Informal Hearing is not Required:

RAP will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by RAP.
2. General policy issues or class grievances.
3. Establishment of RAP schedule of utility allowances for families in the program.
4. A determination not to approve an extension or suspension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS. (However, RAP will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A determination that the unit is not in accordance with HQS because of the family size.
8. A determination by RAP to exercise or not exercise any right or remedy against the owner under a HAP contract.

#### **22.4 INFORMAL REVIEW/HEARING PROCEDURES**

A. RAP and applicants/participants will adhere to the following procedures:

1. Notification of scheduled Informal Review/Hearing

If the family submits a written request for an informal review/hearing within ten (10) business days, RAP will send a notice to the family advising them of the scheduled informal review/hearing and the informal review/hearing procedures.

2. Informal Review/Hearing Officer

- a. The informal review/hearing will be conducted by any person or persons designated by the Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the informal review/hearing will regulate the conduct of the informal review/hearing.

3. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

4. Discovery

- a. The family will be given the opportunity to examine before the informal review/hearing any RAP document(s) that are directly relevant to the informal review/hearing. The family will be allowed to copy any such document at the family's expense. If RAP does not make the document(s) available for examination on request of the family, RAP may not rely on the document(s) at the informal review/hearing.
- b. RAP may request the opportunity to examine, at RAP's office before the informal review/hearing any family document(s) that are directly relevant to the informal review/hearing. RAP will be allowed to copy such document at RAP's expense. If the family does not make the document(s) available for examination on request of RAP, the family may not rely on the document(s) at the informal review/hearing.

Note: The term **document** includes records and regulations.

5. Evidence

RAP and the family will have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

6. Considering Circumstances

- a. The informal review/hearing officer may take into consideration mitigating circumstances such as a physical impairment or mental impairment of the head of household, a property fire, imminent or actual physical danger to any member of the family's household, a property sale or a property foreclosure and other individual circumstances which would show that the applicant /participant was not at fault
- b. In deciding whether to terminate assistance because of action or inaction by members of the family, the informal review/hearing officer may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.
- c. The informal review/hearing officer may impose, as a condition of continued assistance for other family members, a requirement that

family members who participated in or were culpable for the action or failure will not reside in the unit. The informal review/hearing officer may allow the other members of the family to continue receiving assistance.

- d. If RAP seeks to terminate assistance because of illegal use, or possession for personal use of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that RAP provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the informal review/hearing officer will consider evidence of whether the household member:
  - i. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
  - ii. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
  - iii. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

#### 7. Issuance of Decision

The person who conducts the hearing must issue a written decision within thirty (30) calendar days from the date of the hearing or any deadline date given to the applicant/participant by the hearing officer. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. The written decision shall state that either party may request a judicial review of the decision by filing a certiorari action, pursuant to Wis. Stat. § 801.02. An action seeking judicial review must be filed within thirty (30) days of the decision.

#### B. Informal Review/Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant/participant family may request that RAP provide for an informal review/hearing after the family has notification of the INS decision on appeal or, in lieu of, requests an appeal to the INS. This request must be made by the applicant/participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the applicant/participant families, the Informal Review/Hearing Procedures

above will be utilized with the exception that the applicant/participant family will have up to 30 days of receipt of the *Notice of Denial or Termination Assistance*, or of the INS appeal decision.

## 23.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by RAP. Under some circumstances the contract automatically terminates.

### A. Termination of the Lease

#### 1. By the family:

The family may terminate the lease without cause upon proper notice to the owner and to RAP at the lease anniversary date. The length of the notice that is required is stated in the lease (generally 60 days).

#### 2. By the owner:

##### a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity or alcohol abuse by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing on the premises or in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control;
- v. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- vi. If any member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.
- vii. If any member of the household is violating a condition of probation or parole imposed under Federal or State law;
- viii. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
  - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an eviction decision. Before an owner denies admission to or evicts an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. An owner can utilize other evidence, such as

police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give RAP a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By mutual agreement:

The family may terminate the lease with cause with the mutual agreement of the owner and RAP approval during the term of the lease.

B. Termination of the Contract

1. Automatic termination of the contract:

- a. If RAP terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate the tenancy in accordance with the lease and State and local law.

3. Termination of the HAP contract by RAP

RAP may terminate the HAP contract because:

- a. RAP has terminated assistance to the family.

- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

~~The unit is larger than appropriate for the family voucher size or composition.~~

- c. When the family breaks up and RAP determines that the family members who move from the unit will continue to receive the assistance.
- d. RAP determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program. Families terminated for this reason will be selected based on the most recent RAP admit date, i.e. “last on, first off.” This will also include portability cases. Elderly, disabled, and Home Ownership Program families will be excluded from the termination process. Should funding become available at a later date, the family will be placed back on the waiting list. Families terminated for funding reasons shall be given priority on the waiting list.
- e. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner’s obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
  - iii. If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit,



RAP will continue to make payments until the owner obtains a judgment or the family moves out.

### **23.1 VAWA PROTECTIONS**

Under the Violence Against Women Act (VAWA), Housing Choice Voucher participants have the following specific protections, which will be observed by RAP:

- A. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence by either RAP or the owner or property manager.
- B. RAP may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without evicting other victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, both RAP and the owner or property manager are granted the authority to bifurcate the lease.
- C. RAP and owner or property manager may honor court orders regarding the rights of access or control of the property.
- D. There is no limitation on the ability of RAP to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims. Likewise, an owner or property manager can evict for good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking. This is provided that neither subjects such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights.
- E. There is no prohibition on the owner evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

- F. Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

## 23.2 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

RAP shall require and the owner or property manager may require verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed to be taken by RAP.

- A. **Requirement for Verification.** The law allows, but does not require, RAP or a Section 8 owner or property manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. RAP shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RAP. Section 8 owners or managers receiving rental assistance administered by RAP may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished in one of the following three ways:

1. **HUD-approved form (HUD-50066)** - By providing to RAP or to the requesting Section 8 owner or property manager a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking and that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator, be certified truthful and signed by the victim.
2. **Other documentation** - By providing to RAP or to the requesting Section 8 owner or property manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in

the documentation must also sign and attest to the documentation under penalty of perjury.

3. **Police or court record** – by providing RAP or to the requesting Section 8 owner or property manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

- B. Time allowed to provide verification/failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by RAP, or a Section 8 owner or property manager to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.
- C. Managing conflicting documentation.** In cases where the RAP receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, RAP may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. RAP shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

### **23.3 CONFIDENTIALITY**

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for used in an eviction proceeding; or
- C. Otherwise required by applicable law.

RAP shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

## **24.0 SPECIAL PROCESSING**

### **24.1 NON-TRADITIONAL PLACEMENTS**

RAP will make its best efforts to encourage families to seek housing in non-traditional areas. Non-traditional areas will be defined as areas that are not concentrated with RAP families. For this purpose, RAP will use program data of the number of HAP contracts per census tract to determine a non-traditional area placement.

RAP will expedite the inspection/contracting process of units selected in non-traditional areas (e.g., immediate processing, next day inspection, a special check to owner, if necessary).

#### **24.2 ZERO/MINIMUM RENT FAMILIES**

RAP will monitor families in the program who have zero income or who are paying minimum rent. Depending on the family's circumstances, RAP may review the family's situation during the year as the program determines necessary. The family may be required to attend special meetings or complete special reexamination(s). RAP may refer the family to Community Services for employment assistance. Failure of the family to comply with program requirements and request (s) relative to employment efforts may jeopardize the family's continued eligibility for the program.

#### **24.3 TAX DELINQUENT OWNERS**

RAP will monitor participating owners in the program that are delinquent in paying real estate taxes. RAP may review the City of Milwaukee Treasurer's tax delinquent records on an annual basis and develop a list of participating owners who are tax delinquent. Depending on the circumstances and the amounts owed, RAP may terminate the HAP contract at the lease anniversary date and/or bar the owner from participation in the program until taxes are brought current.

#### **24.4 THE EIV's DECEASED TENANTS REPORT**

RAP shall generate the EIV's Deceased Tenants Report monthly shortly before disbursing HAP payments to owners to see if the system flags deceased residents. RAP shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, notify the owner in writing of the deceased Head of Household and suspend HAP payments for any month following the month in which the death occurred. If the property is occupied by a live-in-aide to the deceased person, the assistance will end and the landlord and aide must decide on the future of the aide's tenancy.

If an owner received HAP for any month in which the owner was ineligible to receive HAP because of a deceased tenant, RAP will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, RAP will deduct the amount due to the Agency from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the

owner, RAP may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

## 25.0 REPAYMENT AGREEMENTS

If a participant family owes the program money (e.g., unreported income, program overpayment of rent) and cannot pay the amount owed in full, the participant may request that RAP enter into a repayment agreement with the family. At the discretion of the Section 8 Manager or Hearing Officer, RAP may enter into a written repayment agreement with the family. The repayment agreement shall not exceed a period of twelve (12) months.

If the family fails to repay or breaches the repayment agreement, the family may be terminated from the program.

Participants are required to reimburse the Rent Assistance Program if their rent portion was less than required by HUD's rent formula due to the participant's underreporting or failure to report income. The participant is required to reimburse the Rent Assistance Program for the difference between the participant portion that should have been paid and the participant rent that was charged.

- A. RAP has the sole discretion of whether to enter into a repayment agreement. If RAP offers the opportunity to enter into an agreement and the participant refuses to enter into a repayment agreement the Rent Assistance Program **must** terminate the family's participation. If the participant fails to follow the terms set by their repayment agreement, the Rent Assistance Program **must** terminate the family's participation.
- B. Participants may only have one opportunity to sign a repayment agreement. If it is discovered that a participant fails to report income a second time, the program will automatically question their eligibility.
- C. The monthly repayment amount plus the amount of rent the participant pays at the time the repayment agreement is executed should not exceed 40 percent of the family's monthly adjusted income. Maximum monthly payments will be determined based on the following threshold. The length of time given for repayment will be based on the amount owed. The sum of the monthly payments will be deducted from the total amount owed and the remaining balance will be the minimum initial lump sum payment.

12 months	\$0-\$2,000
18 months	\$2,001-\$3,000
24 months	\$3,001-\$4,000
30 months	\$4,001-\$5,000
36 months	\$5,001 +

- D. Lump sum payments will be due within sixty (60) days from the date of the agreement and monthly payments will begin the next calendar month after the lump sum due date.
- E. All monthly payments **must** be made by the last business day of every month.
- F. Late and missed payments constitute default of this agreement and may result in termination of further participation. However, if the participant pays the full amount owed to the program prior to the scheduled hearing date, their participation in the program may continue.
- G. During the repayment period, the participant is still expected to pay the agreed upon monthly repayment amount regardless of any change in household income. The program does however have the discretion to re-negotiate the terms of the agreement.
- H. In the event of termination, the program has the option to take further action including forwarding the remaining balance owed to the Wisconsin Department of Revenue (DOR) for tax interception.
- I. All Repayment Agreements must be in writing and signed by both parties.

## **26.0 WRITE-OFFS**

At the discretion of the Section 8 Manager, RAP will request authorization from HACM's governing board on an as needed basis to write-off accounts receivable for families that have been terminated from the program.

After write-off, these accounts will be referred to a collection agency for collection. Also, the names will be kept in RAP's system and in order to participate in the future, the family will be required to reimburse the program.

## **27.0 PROJECT-BASED HOUSING VOUCHERS (PBV)**

The Housing Authority of the City of Milwaukee (HACM) Rent Assistance Program (RAP) has determined that project-basing some Housing Vouchers (not to exceed 20% of the inventory) is in the community's interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunities. The specifics of what HACM is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements.

The specific policies that differ from the Section 8 Housing Choice Voucher Program are included in this PBV Administrative Plan. The policies applicable to both programs are covered under the Section 8 Housing Choice Voucher Administrative Plan.

## 27.1 SELECTION OF PROPERTIES TO PROJECT-BASE

### A. Selection Policy

The policies as set forth herein are adopted by the HACM for the purpose of administering the Section 8 Project-Based Voucher Program.

The HACM will select Project-Based Voucher proposals by either of the following two methods:

1. HACM will request Project-Based Voucher Proposals. The HACM will not limit proposals to a single site or impose restrictions that explicitly or practically preclude other submissions of proposals for Project-Based Voucher housing on different sites.
2. The selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided) where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the Project-Based Voucher proposal selection date. Also, the earlier competitive selection proposal must not have involved any consideration that the project would receive Project-Based Voucher assistance. In this case, the vouchers can be project-based merely on a vote of the Board of Commissioners.

If the HACM will be selecting proposals under A(1) of this section, the HACM will issue a Request for Proposals (RFP) inviting interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the structure and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The Request for Proposal (RFP) may include all forms of housing or individual forms (e.g., newly constructed housing only).

The HACM will advertise the RFP in a newspaper of general circulation for the jurisdiction, once a week for three (3) consecutive weeks. Applicants shall have thirty (30) days from the last date of publication to respond by submitting their applications. Only applications submitted in response to the advertisement will be considered.

The HACM will prepare a detailed RFP package outlining:

- Program Requirements to include:
  - (1) ineligible housing types and prohibition of assistance for units in subsidized housing; and
  - (2) program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8; and

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

- Application Requirements;
- Rating and Ranking of Applications:

Priority may be given to units whereby the HACM has an ownership interest, if the Project-Based Vouchers are part of a mixed finance development;

- Selection Process.

This information will be provided at the request of interested parties. The submission deadline date will also be a part of the RFP package. This will allow the HACM adequate time to examine the proposed site before the selection date. For existing housing, the HACM will inspect all of the units to determine whether the units substantially comply with the HQS.

After the closing date of the Request for Proposals, the HACM will review each proposal for completeness, determine if the proposed site meets the site selection standards, determine that the cap on number of Project-Based Voucher units in each **building project** has not been exceeded, and score the proposal.

After the HACM staff has made its decision, the Executive Director will present the rating and ranking of proposals, along with the recommended selection based on the scores received to the HACM Board of Commissioners for approval.

If the selection of proposals includes HACM owned property(s), the HACM will notify the HUD field office before finalizing the selection for its review of the selection.

A Housing Authority owned unit is defined as a dwelling unit owned by the Housing Authority that administers the voucher program. Housing Authority-owned means that the agency or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

The HACM will give written notification to the successful proposer(s) within five (5) business days of Board approval. Public notice of the selected proposals will be published in a newspaper of general circulation for the jurisdiction. The HACM will also notify those proposers that weren't selected within five (5) business days from Board approval. The denial letter will contain the procedures for appealing the selection.



The HACM will make documentation available for public inspection regarding the basis for the HACM selection of a Project-Based Voucher proposal.

If proposers wish to appeal the selection process, they may do so by presenting their complaint in writing to the Executive Director within ten (10) calendar days from the date contained on the denial letter from the HACM.

The HACM will seek to resolve all appeals in as informal a manner as possible. The appeal must contain, at a minimum, the following information:

- Name, address, and telephone number of the proposer appealing;
- Identification of the RFP being appealed;
- A statement of the reason for appealing;
- Supporting exhibits, evidence, or documents to substantiate any arguments; and
- The form of relief requested.

The HACM shall issue a decision on the appeal as expeditiously as possible after receiving all relevant information requested. The HACM may decide to suspend the award of project-based vouchers if the facts presented in the appeal warrant such action. This action will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there are no other means of resolving the matter. If the HACM Executive Director believes that an impropriety exists, then the proposed award of project-based vouchers will be canceled or revised to comply with the decision of the Executive Director.

If the appeal is not granted, the Executive Director will provide a written decision with justification for the denial of the appeal.

## B. Requirements for Selection of Project-Base Housing

### 1. Housing Type

The HACM may attach Project-Based Voucher assistance for units in existing housing, newly constructed housing or rehabilitated housing. A housing unit is considered an existing unit if at the time of notice of the HACM selection, the units substantially comply with HQS.

### 2. Prohibition of Assistance for Ineligible Units

#### (a) Ineligible Units

The HACM will not attach or pay Project-Based Voucher assistance for units in the following types of housing:

#### (i) Shared housing;

- (ii) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- (iii) Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. Units in an assisted living facility are eligible if they provide home health care services such as nursing and therapy for residents of the housing;
- (iv) Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
- (v) Manufactured homes;
- (vi) Cooperative housing; and
- (vii) Transitional housing.

(b) High-rise Elevator Project for Families with Children

The HACM will not attach or pay Project-Based Voucher assistance to a high-rise elevator project that may be occupied by families with children unless the HACM determines there is no practical alternative and HUD approves such finding.

(c) Prohibition Against Assistance for Owner-Occupied Unit

The HACM will not attach or pay Project-Based Voucher assistance for a unit occupied by an owner of the housing.

(d) Prohibition against Selecting a Unit Occupied by an Ineligible Family

The HACM will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the Project-Based Voucher Program.

3. Prohibition of Assistance for Units in Subsidized Housing

The HACM will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

- (a) A public housing dwelling unit;
- (b) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);

- (c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
- (d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- (e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the HACM may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- (f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the HACM may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- (g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- (h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013).
- (i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- (j) A Section 101 rent supplement project (12 U.S.C. 1701s);
- (k) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);
- (l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the HACM in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

#### 4. Prohibition of Excess Public Assistance

The HACM will only provide Project-Based Voucher assistance in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The HACM will only enter into an Agreement or HAP contract after HUD or an independent entity approved by HUD, has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

The HACM will require the owner to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. Cap on Number of Project-Based Voucher Units in Each **Building Project**

(a) 25 Percent Per Building Cap

The HACM will not select a proposal to provide Project-Based Voucher assistance for units in a **building Project** or enter into an Agreement or HAP contract to provide Project-Based Voucher assistance for units in a **building Project** if the total number of dwelling units in the **building Project** that will receive Project-Based Voucher Assistance during the term of the Project-Based Voucher HAP is more than 25 percent of the number of the dwelling units in the **building Project**. **A project is defined as a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land.**

(b) Exception to 25 Percent Per Building Cap

In the following instances, Project-Based Voucher units are not counted against the 25 percent per building cap:

- (i) Units in a single-family building (4 units or less)
- (ii) Excepted units in a multi-family building.

Note: “Excepted units” means units in a multifamily building that are specifically made available for qualifying families;

“Qualifying families” means: Elderly or disabled families; or families receiving supportive services.

Supportive services mean those appropriate services made available to a family trying to achieve economic independence and self-sufficiency and may include:

- (1) Child care - child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;

- (2) Transportation - transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;
- (3) Education - remedial education; education for completion of secondary or post-secondary schooling;
- (4) Employment - job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;
- (5) Personal welfare - substance/alcohol abuse treatment and counseling;
- (6) Household skills and management - training in homemaking and parenting skills; household management; and money management;
- (7) Other services - any other services and resources, including case management, reasonable accommodations for individuals with disabilities that the HACM determines to be appropriate in assisting families to achieve economic independence and self-sufficiency.

## 6. Site Selection Standards

### (a) General Requirements

The HACM will not select a proposal for existing housing, newly constructed, or rehabilitated Project-Based Voucher housing on a site or enter into an Agreement or HAP contract for units on the site until the HACM has determined that:

- (i) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities as outlined in the HACM Annual and Five-Year Plan and this Administrative Policy. In making this determination, the HACM will utilize the following factors:
  - (1) Whether the census tract in which the proposed Project-Based Voucher development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

- (2) Whether a Project-Based Voucher development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
  - (3) Whether the census tract in which the proposed Project-Based Voucher development will be located is undergoing significant revitalization;
  - (4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
  - (5) Whether new market rate units are being developed in the same census tract where the proposed Project-Based Voucher development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;
  - (6) If the poverty rate in the area where the proposed Project-Based Voucher development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;
  - (7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed Project-Based Voucher development will be located.
- (ii) The site is suitable from the standpoint of facilitating and furthering full compliance with applicable Civil Rights statutes and regulations, including the requirement that the site meet the Section 504 site selection requirements described in 24 CFR 8.4(b)(5).
  - (iii) The site meets the HQS site requirements at 24 CFR 982.401(1).
- (b) Existing and Rehabilitated Housing Site and Neighborhood Standards

The HACM will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:

- (i) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The

existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

- (ii) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (iii) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.
- (iv) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(c) New Construction Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:

- (i) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- (ii) The site must not be located in an area of minority concentration, except as permitted under paragraph (iii) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- (iii) A project may be located in an area of minority concentration only if:
  - (1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside area of minority concentration; or
  - (2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

Note: “Sufficient” does not require that in every locality there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year so that, over a period of several years, it will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance will be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality’s population.

Units will be considered “comparable opportunities” if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent, serve the same income group, are located in the same housing market, and are in standard condition.

Application of the “comparable opportunities” standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

- (A) A significant number of assisted housing units are available outside areas of minority concentration.
- (B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.
- (C) There are racially integrated neighborhoods in the locality.
- (D) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration
- (E) Minority families have benefited from local activities (e.g., acquisition and write-down of



sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

- (F) A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs.
- (G) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

Application of the “overriding housing needs” criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”). An “overriding housing need,” however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

- (iv) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (v) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is a concerted program actively in progress to remedy the undesirable conditions.
- (vi) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods

consisting largely of unassisted standard housing of similar market rents.

- (vii) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers must not be excessive.

## 7. Environmental Review

The HACM will not enter into an Agreement or HAP contract with an owner nor will the HACM, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:

- (a) The responsible entity (a unit of general local government, a county or a state) has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;
- (b) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or
- (c) HUD has performed an environmental review under 24 CFR part 50 and has notified the HACM in writing of environmental approval of the site.

The HACM will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

## 8. HACM-Owned Units

- (a) Selection of HACM-Owned Units

If the HACM selects its own proposal, the HUD field office or a HUD approved independent entity will review the selection process to determine that the HACM units were appropriately selected based on the selection procedures as outlined in this Section 8 Administrative Plan.

- (b) Inspection and Determination of Reasonable Rent

The HACM will have an independent entity approved by HUD, perform the following program services:

- (i) Determination of rent to owner as outlined in 27.6(A) and (B). The independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed state-certified appraiser; and
  - (ii) Inspections as outlined in Section 27.2(F) of this Administrative Plan.
- (c) Nature of Independent Entity

The independent entity that performs these program services may be the unit of general local government for the HACM's jurisdiction (unless the HACM is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.
- (d) Payment to Independent Entity and Appraiser

The HACM will compensate the independent entity and appraiser from the HACM's ongoing administrative fee income (including the amounts credited to the administrative fee reserve). The HACM will not use other program receipts to compensate the independent entity and appraiser for their services.

The HACM, independent entity, and appraiser will not charge the family any fee for the appraisal or the services provided by the independent entity.

## **27.2 HOUSING QUALITY STANDARDS (HQS)**

The RAP will follow the policies as outlined in Section 17.0 Inspection Policies and Housing Quality Standards of this Section 8 Administrative for the Project-Based Voucher Program except when the physical condition standards at 24 CFR 5.703 do not apply to the Project-Based Voucher Program and the lead-based paint requirements at 24 CFR 982.401(j) do not apply to the Project-Based Voucher Program.

### **A. Inspecting Units**

#### **1. Pre-Selection Inspection**

##### **(a) Inspection of Site**

The RAP will examine the proposed site to confirm its appropriateness before the proposal selection date.

#### **2. Inspection of Existing Units**

The RAP will inspect all the units before the proposal selection date and will determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. The RAP will not execute the HAP contract until the units fully comply with the HQS.

B. Pre-HAP Contract Inspections

The RAP will inspect each contract unit before execution of the HAP contract. The RAP will not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

The RAP will inspect the unit before providing assistance to a new family in a contract unit. The RAP will not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Annual Inspections

1. At least annually during the term of the HAP contract, the RAP will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS.

Note: Turnover inspections pursuant to paragraph C. of this section will not count toward meeting this annual inspection requirement.

2. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the RAP will re-inspect 100 percent of the contract units in the building.

E. Other Inspections

1. The RAP will inspect contract units whenever needed to determine that the contract units comply with the HQS, that the owner is complying with the HQS, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The RAP will take into account complaints and any other information coming to its attention in scheduling inspections.
2. The RAP will conduct follow-up inspections needed to determine if the owner (or the family if responsible) has corrected an HQS violation. Additionally, the RAP will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS.

3. The RAP will include a representative sample of both tenant-based and project-based units in conducting its supervisory quality control HQS inspections.

F. Inspecting HACM-Owned Units

1. For HACM-owned units, the inspections required under this section will be performed by an independent entity approved by HUD. The independent entity that performs these inspections may be the unit of general local government for the RAP jurisdiction (unless the RAP is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.
2. The independent entity shall provide a copy of each inspection report to the RAP and to the HUD field office where the project is located.
3. The RAP will take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the owner (Housing Authority).

## **27.3 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS**

This section only applies to newly constructed or rehabilitated housing and does not apply to existing housing. Newly constructed or rehabilitated housing cannot be selected as existing housing at a later date.

A. Purpose and Content of the Agreement to Enter into HAP Contract

1. Requirement

The RAP will enter into an Agreement with the owner. The Agreement will be in the form required by HUD.

2. Purpose of the Agreement

In the Agreement, the owner agrees to develop the contract units to comply with the HQS and the RAP agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the RAP will enter into a HAP contract with the owner for the contract units.

3. Description of Housing

- (a) At a minimum, the Agreement will describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the Project-Based Voucher Program:

- (i) Site;
- (ii) Location of contract units on site;
- (iii) Number of contract units by area (size) and number of bedrooms and bathrooms;
- (iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;
- (v) Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent), and utility services to be paid by the tenant;
- (vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;
- (vii) Estimated initial rents to owner for the contract units;
- (viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description will include the rehabilitation work write up and, where determined necessary by the HACM, specifications and plans. If the Agreement is for new construction, the work description will include the working drawings and specifications.

(b) At a minimum, the housing must comply with the HQS.

B. Execution of the Agreement

1. Prohibition of Excess Subsidy

The RAP will not enter the Agreement with the owner until the subsidy layering review is completed.

2. Environmental Approval

The RAP will not enter the Agreement with the owner until the environmental review is completed and the RAP has received the environmental approval.

3. Prompt Execution of Agreement

The Agreement will be executed promptly after the RAP notice of proposal selection to the selected owner.

C. Conduct of Development Work

1. Development Requirements

The owner must carry out development work in accordance with the Agreement and the requirements of this section.

2. Labor Standards

(a) In the case of an Agreement of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.

(b) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

(c) The owner and the owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The RAP will monitor compliance with labor standards.

3. Equal Opportunity

(a) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135.

(b) The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended, 11625, 12432 and 12138.

4. Eligibility to Participate in Federal Programs and Activities

The Agreement and HAP contract will include a certification by the owner that the owner and other project principals (including officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration

list of parties excluded from federal procurement and non-procurement programs.

5. Disclosure of Conflict of Interest

The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

D. Completion of Housing

1. Completion Deadline

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

2. Required Evidence of Completion

(a) Minimum Submission

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

- (i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and
- (ii) Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.
- (iii) Certificate of Occupancy for the property issued by the City of Milwaukee as an evidence of compliance with local requirements.

E. RAP Acceptance of Completed Units

1. RAP Determination of Completion

When the RAP has received owner notice the housing is completed:

- (a) The RAP will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement(s) imposed by the RAP under the Agreement.



- (b) The RAP will determine if the owner has submitted all required evidence of completion.
- (c) If the work has not been completed in accordance with the Agreement, the RAP will not enter into the HAP contract.

2. Execution of HAP Contract

If the RAP determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the RAP will submit the HAP contract for execution by the owner and will then execute the HAP contract.

## 27.4 HOUSING ASSISTANCE PAYMENT CONTRACT

This section applies to all Project-Based Voucher assistance including assistance for existing, newly constructed, or rehabilitated housing.

A. Purpose of the HAP Contract

1. Requirement

The RAP will enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD.

2. Purpose of HAP Contract

- (a) The purpose of the HAP contract is to provide housing assistance payments for eligible families.
- (b) The RAP makes housing assistance payments to the owner in accordance with the HAP contract. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

B. HAP Contract Information

The HAP contract must specify:

- 1. The total number of contract units by number of bedrooms;
- 2. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- 3. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building,

the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

4. Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;
5. Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;
6. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
7. The HAP contract term;
8. The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families (elderly or disabled families and families receiving supportive services); and
9. The initial rent to owner (for the first 12 months of the HAP contract term).

C. When HAP Contract is Executed

1. PHA Inspection of Housing

- (a) Before execution of the HAP contract, the RAP will inspect each contract unit in accordance with Section 27.2 B.
- (b) The RAP will not enter into a HAP contract for any contract unit until the RAP has determined that the unit complies with the HQS.

2. Existing Housing

The RAP will promptly execute the HAP contract after the RAP selection of the owner proposal and RAP inspection of the housing.

3. Newly Constructed or Rehabilitated Housing

The RAP will execute the HAP contract after the RAP has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion.

When executing the HAP contract, the owner must certify that the units have been completed in accordance with the Agreement.

D. Term of the HAP Contract

1. Initial Term and Any Extensions

The RAP may enter into a HAP contract with an owner for an initial term of up to fifteen years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than fifteen years.

Within one year before expiration, the RAP may agree to extend the term of the HAP contract for an additional term of up to five years, subject to the approval of the Secretary-Executive Director of the Housing Authority, if the RAP determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

The term and potential extensions the RAP is willing to enter into will be discussed in the project selection process.

2. Termination by the RAP – Insufficient Funding

The HAP contract will provide that the term of the HACM's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the RAP in accordance with HUD instructions.

Note: "Sufficient funding" means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the RAP may terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the RAP will be implemented in accordance with HUD instructions.

3. Termination by Owner – Reduction Below Initial Rent

The owner may terminate the HAP contract, upon notice to the HACM, if the amount of rent to the owner is reduced below the initial approved rent. In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

- E. HAP Contract Amendments (to add or substitute contract units)

1. Amendment to Substitute Contract Units

At the discretion of the HACM, and subject to all Project-Based Voucher requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the RAP will inspect the proposed substitute unit and will determine the reasonable rent for such unit and the fact that it passes HQS.

3. Amendment to Add Contract Units

At the discretion of the HACM, and provided that the total number of units in a building that will receive Project-Based Voucher assistance or other project-based assistance will not exceed 25 percent of the number of dwelling units (assisted or unassisted) in the building or the 20 percent of authorized budget authority of the HACM, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional Project-Based Voucher contract units in the same building. An Amendment to the HAP contract is subject to all Project-Based Voucher requirements (e.g., rents are reasonable), except that a new Project-Based Voucher request for proposals is not required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as for the anniversary and expiration dates of the HAP contract term for the Project-Based Voucher units originally placed under HAP contract.

4. Staged Completion of Contract Units

Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

5. Condition of Contract Units

(a) Owner Maintenance and Operation

The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the RAP and in the lease with each assisted family.

At the discretion of the HACM, the HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the RAP (in addition to,

but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements will be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

6. Remedies for HQS Violation

The RAP will vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The RAP will not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

If the RAP determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the RAP may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

7. Maintenance and Replacement – Owner's Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

8. Owner Responsibility

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR part 982.452 applies as follows:

- (a) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
- (b) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- (c) Complying with equal opportunity requirements.
- (d) Preparing and furnishing to the RAP information required under the HAP contract.
- (e) Collecting from the family:
  - (i) Any security deposit.
  - (ii) The tenant contribution (the part of rent owner not covered by the housing payment).

- (iii) Any charges for unit damage by the family.
- (iv) Enforcing tenant obligations under the lease.
- (v) Paying for utilities and services (unless paid by the family under the lease).
- (vi) Provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person see the following note:

Note: Reasonable Modification of Existing Premises

- (A) It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear expected. The landlord may not increase for handicapped persons any customarily required security deposit.

However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

- (B) However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.

9. Owner Certification

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

- (a) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- (b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.
- (c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the HACM, and the lease is in accordance with the HAP contract and HUD requirements.
- (d) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- (e) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- (f) The amount of the housing assistance payment is the correct amount due under the HAP contract.
- (g) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- (h) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the HACM, HUD, or any other public or private source) for rental of the contract unit.
- (i) The participating family does not own or have any interest in the contract unit.

## 27.5 OPERATION OF PROJECT-BASED PROPERTIES

### A. Project-Based Waiting List

The HACM shall maintain separate waiting lists for admission to the Project-Based Voucher (PBV) Program for each assisted property. All current Section 8 Tenant Based Assistance waiting list families who are interested in Project-Based units will be placed on the PBV Assistance Program waiting list. **RAP will take applications only during an open enrollment period, depending on the length of the waiting list. All PBV Program waiting lists will remain open for applications until RAP determines that a sufficient number of applications have been collected to fill vacancies for a one year period.** The waiting list will be maintained by bedroom size, date and time of original application. **RAP may elect to have a lottery for applicants to limit the size of the PBV waiting list and keep it manageable. RAP may place applicants on the waiting list in the order of their lottery selection sequence.**

The individual projects/buildings that serve a special targeted population (e.g., homeless, mentally challenged, Veterans, etc), referrals can be made by the owner in accordance with their Tenant Selection Plan. All Section 8 Tenant Based Assistance waiting list families who express an interest, in writing, and meet the qualifications of the targeted population for the PBV Assistance project/building will be placed on that project/building waiting list.

If an applicant rejects an offer of assistance for the PBV Assistance Program and is on the current Section 8 Tenant Based Assistance waiting list, this rejection will not alter the applicant's position on the Section 8 Tenant Based Assistance waiting list.

The waiting list for the Project-Based Section 8 Assistance Program will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.
2. All applications will be maintained by bedroom size, preference and then in order of date and time of application.
3. Substantive contacts between the RAP and the applicant will be documented in the applicant file.

**Protection of in-place families:** The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date. In order to minimize displacement of in-place families, if a unit to be placed under contract that is either an existing unit or one requiring rehabilitation is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if the family is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized PBV unit in the project. (However, the PHA may deny assistance for the grounds specified in 24 CFR 982.552 and 982.553.) Admission of such families is not subject to income-targeting under 24 CFR 982.201(b)(2)(i), and such families must be referred to the owner from the PHA's waiting list. A PHA shall give such families priority for



admission to the PBV program. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

B. Admission Preferences

The preferences utilized shall be the same as is used for the Tenant Based Housing Choice Voucher Program.

C. Selection from the Waiting List

Applicants will be pulled from the specific PBV waiting list for each assisted property in date and time order. If the owner rejects the available applicant, the owner must promptly notify the RAP in writing and the grounds for the rejection. The applicants name will then be removed from the specific PBV waiting list for that assisted property.

Under this plan, the first qualified applicant in sequence on the assisted property's PBV waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is a unit with special accessibility features for persons with disabilities, the RAP will skip over families not requiring the accessible unit to reach a family who does require such accommodation. (The prohibition on granting preferences to persons with a specific disability at 24 CFR 982.207(b)(3) continues to apply.)

The preference would be limited to:

- The population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a nonsegregated setting.

Non-mobility impaired families will be offered these units if no family on the waiting list requires these features.

The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the assisted property's PVB waiting list and he or she will have to re-apply.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The RAP will maintain a record of units offered, including location, date and circumstances of each offer and each acceptance or rejection, including the reason for the rejection.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), the RAP retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the HACM will monitor incomes of newly admitted families and the income of the families on the waiting list.

D. Project-Based Briefing

When the RAP approves a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members are required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission and/or RAP will question their continued eligibility.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the RAP will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or an undue financial or administrative burden. In determining the most suitable auxiliary aid, the RAP will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
4. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to request a tenant based voucher, if available, to move with continued assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance; and
5. A description of the RAP policy on providing information to owners.

E. Project-Based Briefing Packet

During the briefing, the HACM will give the family a packet covering at least the following subjects:

1. How the HACM determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);
2. A statement of the HACM's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the HACM to provide prospective owners with the family's current

and prior addresses and the names and addresses of the landlords for those addresses;

3. The HUD-required lead-based paint brochure;
4. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
5. The family and owner responsibilities under the lease and HAP contract;
6. The grounds upon which the HACM may terminate assistance because of the family's action or inaction; and
7. RAP informal hearing procedures, including when the HACM is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

F. Leasing of Contract Units

1. Owner Selection of Tenants

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the RAP from the RAP waiting list or as specified in Section 27.5 of this Administrative Plan.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

2. Size of Unit

The contract unit leased to each family must be appropriate for the size of the family under the HACM's occupancy standards as listed under the Section 8 Tenant Based Voucher Administrative Plan.

3. RAP Requirements for the Leasing of an Excepted Unit for Supportive Services

At the time of initial lease execution between the family and the owner, the RAP will require the family to sign a statement of family responsibility. The statement of family responsibility will contain all the family obligations, including the family's participation in a service program.

The RAP will monitor on a semi-annual basis that “excepted families” are receiving supportive services and the RAP will also monitor the family to insure that it is fulfilling their service obligation. This monitoring will consist of a meeting with the family and third party verification from the party responsible for delivery of the supportive services.

The RAP will terminate assistance to any family that fails to fulfill its service obligation without good cause.

G. Vacancies

1. Filling Vacant Units

The owner must promptly notify the RAP of any vacancy (or expected vacancy) in a contract unit. After receiving the owner notice, the RAP will make every reasonable effort to promptly refer a sufficient number of families to the owner to fill such vacancies.

The owner must lease vacant contract units only to eligible families on the RAP waiting list referred by the RAP or as specified in Section 27.5 of this Administrative Plan.

It is expected that the RAP and the owner will make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

2. Reducing Number of Contract Units

If any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the RAP to fill such vacancies), the RAP may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

H. Tenant Screening

The RAP has no responsibility or liability to the owner or any other person for the family’s behavior or suitability for tenancy. However, it will screen applicants in accordance with the Section 8 Tenant Based Voucher Administrative Plan 10.0 F-Eligibility for tenancy.

The information received as a result of the criminal background check shall be Used solely for screening purposes. The information derived from the criminal background check shall be shared only with employees of the RAP who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the RAP’s action has expired without a

challenge or final disposition of any litigation has occurred.

If an applicant is denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

1. Owner Responsibility

- (a) The owner is responsible for screening and selection of families to occupy the owner's units.
- (b) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:
  - (i) Payment of rent and utility bills:
  - (ii) Caring for a unit and premises:
  - (iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;
  - (iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
  - (v) Compliance with other essential conditions of tenancy.

2. Providing Tenant Information to Owner

- (a) The RAP will give the owner:
  - (i) The family's current and prior address (as shown in the RAP records); and
  - (ii) The name and address (if known) of the landlord at the family's current and any prior address.

I. Lease

1. Tenant's Legal Capacity

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

2. Form of Lease

The tenant and the owner must enter a written lease for the unit. Both the owner and the tenant must execute the lease.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or for the premises, the lease must be in an acceptable form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a RAP model lease.

In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

### 3. Required Information

The lease must specify all of the following:

- (a) The names of the owner and the tenant;
- (b) The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- (c) The term of the lease (initial term and any provision for renewal);
- (d) The amount of tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;
- (e) A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and
- (f) The amount of any charges for food, furniture, or supportive services.

### 4. Initial Term of the Lease

The initial lease term must be for at least one year.

### 5. Tenancy Addendum

The tenancy addendum in the lease shall state:

- (a) The program tenancy requirements; and
- (b) The composition of the household as approved by the RAP (names of family members and any RAP live-in aide).

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

6. Changes in Lease

If the tenant and the owner agree to any change in the lease, such change must be in writing and the owner must immediately give the RAP a copy of all such changes.

The owner must notify the RAP at least 90 days in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities or rent. Such changes may be made only if approved by the RAP and in accordance with the terms of the lease relating to its amendment. The RAP will re-determine reasonable rent in accordance with Section 27.6 (B), based on any change in allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

7. Lease Provisions Governing Tenant Absence From the Unit

A maximum period of tenant absence from the unit will be in accordance with Section 8 Tenant Based Voucher Administrative Plan.

J. Security Deposit

The owner may collect a security deposit from the tenant. The RAP prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The RAP has no liability or responsibility for payment of any amount owed by the family to the owner.

K. Owner Termination of Tenancy and Eviction

1. In general, Section 23.0, Termination of the Lease and Contract, of this Administrative Plan applies with the exception that 23. (a)(vii) (3) & (4) do not apply to the Project-based Voucher Program. In the Project-based Voucher Program “good cause” does not include a business or economic

reason or desire to use the unit for an individual, family, or non-residential rental purpose. Eviction for drug and alcohol abuse applies to the Project-based Voucher Program.

2. Upon lease expiration, an owner may:
  - (a) Renew the lease;
  - (b) With proper 60 day notice, refuse to renew the lease for good cause;
  - (c) With proper 60 day notice, refuse to renew the lease without good cause, which case the RAP will provide the family with a tenant based voucher and the unit will be removed from the Project-based Voucher HAP contract.
3. If a family resides in a project-based unit excepted from the 25 percent per **building project** cap on project-basing because of participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

#### L. Overcrowded, Under-Occupied, and Accessible Units

##### 1. Family Occupancy of Wrong-size or Accessible Unit

The RAP occupancy standards determine the appropriate unit size for the family size and composition. If the RAP determines that a family is occupying a:

- (a) Wrong-size unit, or
- (b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features,

The RAP must promptly notify the family and the owner of this determination, and of the RAP's offer of continued assistance in another unit pursuant to paragraph (2) of this section.

##### 2. RAP Offer of Continued Assistance

If a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the RAP will offer the family the opportunity to receive continued housing assistance in another unit.

The RAP will offer the following housing options as continued assistance.



- (a) Project-based voucher assistance in an appropriate-size unit (in the same building or in another building);
- (b) Other project-based housing assistance (e.g., by occupancy of a public housing unit);
- (c) Tenant-based rental assistance under the voucher program, if a voucher is available; or
- (d) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

### 3. RAP Termination of Housing Assistance Payments

If the RAP offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the RAP will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the RAP).

If the RAP offers the family the opportunity for another form of continued housing assistance in accordance with (2) above, and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by the RAP, or both, the RAP will terminate the housing assistance payments for the wrong-sized or accessible unit, with a proper 60 days' notice.

### M. When Occupancy May Exceed 25 Percent Cap on the Number of Project-Based Voucher Units in Each **Building Project**

- 1. Except as provided in Section 27.1(B)(5), the RAP will not pay housing assistance under the HAP contract for contract units in excess of the 25 percent cap.
- 2. If referring families to the owner for admission to excepted units, the RAP will give preference to elderly or disabled families, or to families receiving supportive services.
- 3. If a family at the time of initial move-in is receiving supportive services and residing in an "excepted unit" and subsequently fulfills their commitments and continues to reside in the unit, the unit remains an "excepted unit" for as long as the family resides in the unit.
- 4. A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per **building project** cap exception (e.g., a family that does not successfully complete its FSS contract of participation or the supportive services requirement as defined in this Administrative Plan or the remaining members of a family that no longer qualifies for elderly or disabled family status) will be required to vacate the unit within a 90 days,

and the RAP will cease paying housing assistance payments on behalf of the non-qualifying family. Extensions beyond the 90 day time frame may be granted on a case by case basis. If the family fails to vacate the unit within the 90 days, the unit will be removed from the HAP contract unless the project is partially assisted and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with Section 27.4 (E) or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations (e.g., a family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) will be terminated by the RAP.

#### N. Family Right to Move

A family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent to vacate, with a copy to the RAP in accordance with the lease.

If the family has elected to terminate the lease after the first year in compliance with the lease, the RAP will offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If the family wishes to move with continued assistance, the family must request a tenant based voucher to move in writing, prior to giving advance written notice to the owner. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a project-based voucher unit, the RAP will give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

### **27.6 RENT TO OWNER**

#### A. Determining the Rent to Owner

##### 1. Initial and Redetermined Rents

- (a) The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.
- (b) The rent to owner is redetermined at the owner's request for a rent increase in accordance with this Section 27.6 (A) and (B). The rent

to owner is also redetermined at such time when there is a five percent or greater decrease in the published FMR.

2. Amount of Rent to Owner

Except for certain tax credit units as provided in Section 27.6 (3), the rent to owner must not exceed the lowest of:

- (a) An amount determined by the RAP, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by HUD) for the unit bedroom size minus any utility allowance;
- (b) The reasonable rent; or
- (c) The rent requested by the owner.

3. Rent to Owner for Certain Tax Credit Units

- (a) This section applies if:
  - (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);
  - (ii) The contract unit is not located in a qualified census tract;  
  
A “qualified census tract” is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI) or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.
  - (iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
  - (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with Section 27.6 (6) (b).
- (b) The rent to owner must not exceed the lowest of:
  - (i) The tax credit rent minus any utility allowance;
  - (ii) The reasonable rent; or
  - (iii) The rent requested by the owner.

- (c) The “tax credit rent” is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance).

4. Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit unit described in the Section immediately above, the rent to owner for all other tax credit units is determined pursuant to Section 2 above.

5. Reasonable Rent

The RAP will determine reasonable rent in accordance with Section 27.6 (C). The rent to owner for each contract unit may at no time exceed the reasonable rent.

6. Use of FMRs and Utility Allowance Schedule in Determining the Amount of Rent to Owner

(a) Amounts used:

- (i) Determination of Initial Rent (at the beginning of the HAP contract term)

When determining the initial rent to owner, the RAP will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the RAP may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

- (ii) Redetermination of Rent to Owner

When redetermining the rent to owner, the RAP will use the most recently published FMR and the RAP utility allowance schedule in effect at the time of redetermination. At its discretion, the RAP may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(b) Exception Payment Standard and RAP Utility Allowance Schedule

- (i) Any HUD approved exception standard amount applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the project-based voucher program.

- (ii) The RAP may not establish or apply different utility allowance amounts for the project-based voucher program. The same RAP utility allowance schedule applies to both the tenant-based and project-based voucher programs.

7. HACM-Owned Units

For HACM-owned units, the initial rent to owner and the annual re-determination of rent at the annual anniversary of the HAP contract are determined by the independent entity approved by HUD in accordance with Section 27.6 (C)(6). The RAP must use the rent to owner established by the independent entity.

B. Re-determination of Rent to Owner

1. The RAP will re-determine the rent to owner:

- (a) Upon the owner's request; or
- (b) When there is a five percent or greater decrease in the published FMR.

2. Rent Increase

- (a) The RAP will not make any rent increase other than an increase in the rent to owner as outlined in 27.6(A) above.
- (b) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the RAP. The RAP must receive the written notice 90 days before the annual anniversary date. The request must be submitted in the form and manner required by the RAP.
- (c) The RAP will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The RAP will not grant any retroactive increase of rent for any period of noncompliance.

3. Rent Decrease

If there is a decrease in the rent to owner, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.

4. Notice of Rent Determination

The RAP will give written notice of any redetermined rent. The RAP notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

5. Contract Year and Annual Anniversary of the HAP Contract

- (a) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.
- (b) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.
- (c) If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

C. Reasonable Rent

1. Comparability Requirement

At all times during the term of the HAP contract, the rent to owner may not exceed the reasonable rent as determined by the RAP.

2. Redetermination

The RAP will redetermine the reasonable rent under the following circumstances:

- (a) Whenever there is a five percent or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;
- (b) Whenever the RAP approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- (c) Whenever the HAP contract is amended to substitute a different contract unit in the same building; and

- (d) Whenever there is any other change that may substantially affect the reasonable rent.

### 3. How to Determine Reasonable Rent

The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units. In determining the reasonable rent, the RAP will consider factors that affect market rent, such as:

- (a) The location, quality, size, unit type, and age of the contract unit; and
- (b) Amenities, housing services, maintenance, and utilities to be provided by the owner.

### 4. Comparability Analysis

- (a) For each unit, the RAP comparability analysis will use at least three comparable units in the private unassisted market, which may include comparable unassisted units in the premises or project.
- (b) The RAP will retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the unassisted units.
- (c) The comparability analysis may be performed by the RAP staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any RAP staff or contractor engaged in determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

### 5. Owner Certification of Comparability

By accepting each monthly housing assistance payment from the RAP, 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 must give the RAP information requested by the RAP on rents charged by the owner for other units in the premises or elsewhere.

### 6. Determining Reasonable Rent for HACM-Owned Units

For HACM units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with Section 27.1 (B) (8), rather than by RAP staff. Reasonable rent must be determined in accordance with this Section.

The independent entity must furnish a copy of the independent entity determination of reasonable rent for HACM-owned units to the RAP and to the HUD field office where the project is located.

7. Other Subsidy; Effect on Rent to Owner

In addition to the rent limits established in accordance with 27.6(A)&(B), the following restrictions apply to certain units:

- (a) HOME – for units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program.

- (b) Subsidized Projects

This paragraph applies to any contract units in any of the following types of federally subsidized project:

- (i) An insured or non-insured Section 236 project;
- (ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- (iii) A Section 221(d)(3) below market interest rate (BMIR) project;
- (iv) A Section 515 project of the Rural Housing Service;
- (v) A project receiving low-income housing tax credits;
- (vi) Any other type of federally subsidized project specified by HUD.

The rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program.

- (a) Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

- (b) Other Subsidy: RAP Discretion to Reduce Rent

The RAP, at its discretion, may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

- (c) Prohibition of Other Subsidy



The RAP will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

- (i) A public housing dwelling unit;
- (ii) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);
- (iii) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
- (iv) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- (v) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the RAP may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- (vi) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the RAP may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- (vii) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- (viii) Section 811 project based supportive housing for persons with disabilities (42 U.S.C. 8013);
- (ix) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- (x) A Section 101 rent supplement project (12 U.S.C. 1701s);
- (xi) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);
- (xii) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the RAP in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal,

state, or local tax concession (such as relief from local real property taxes).

8. Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to all the above limitations on the rent paid to the owner, if a state or local rent control requirement exists, it will apply to the property.

## **27.7 PAYMENT TO OWNER**

A. RAP Payment to Owner for Occupied Unit

1. When Payments Are Made

The RAP will make housing assistance payments to the owner in accordance with the terms of the HAP contract.

Except for discretionary vacancy payments in accordance with 27.7(B) below, the RAP will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

2. Monthly Payment

Monthly, the RAP will make a housing assistance payment to the owner for each contract unit that is in compliance with HQS and is leased to and occupied by an eligible family in accordance with the HAP contract.

3. Calculating Amount of Payment

The monthly housing assistance payment by the RAP to the owner for a contract unit leased to a family is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

4. Prompt Payment

The RAP will make the housing assistance payment to the owner under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the RAP agree on a later date. If such an agreement has been made, it must be in writing.

5. Owner Compliance with Contract

In order to receive housing assistance payments in accordance with the HAP contract, the owner must be in compliance with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.

## B. Vacancy Payment

### 1. Payment for Move-Out Month

If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out (“move-out month”). If the RAP determines that the vacancy is the owner’s fault, the owner may not keep the payment.

### 2. Vacancy Payment

The RAP will NOT make any vacancy payments to the owner.

## C. Tenant Rent; Payment to Owner

### 1. RAP Determination

The RAP will determine the tenant rent and effective dates of changes in rent in accordance with this Section 8 Administrative Plan. The tenant rent is the portion of the rent to owner paid by the family.

### 2. Tenant Payment to Owner

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The tenant rent is determined by the RAP and is the maximum amount the owner can charge the family for rent of a contract unit.

The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

The owner cannot demand or accept any rent payment from the tenant in excess of the tenant rent. The owner is required to immediately return any excess payment to the tenant.

### 3. Limit of RAP Responsibility

The RAP is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The RAP is not responsible for paying the tenant rent, or for paying any other claim by the owner.

### 4. Utility Reimbursement

If the amount of the utility allowance exceeds the total tenant payment, the RAP will pay the amount of such excess as a reimbursement for tenant-paid utilities to the utility supplier and the tenant rent to the owner shall be zero.

#### D. Other Fees and Charges

##### 1. Meals and Supportive Services

In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges will not be included in the rent to owner, nor will the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

For any other type of project-based assistance (other than assisted living) the owner may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

##### 2. Other Charges by Owner

The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

## 28.0 FRAUD POLICY

RAP is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading RAP. It results in the inappropriate expenditure of public funds and/or violation of Section 8 requirements. RAP shall aggressively attempt to prevent all cases of fraud.

Although there are different types of fraud that may be committed by participating families, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the unit being subsidized.

If RAP receives information concerning the amount or verification of family income, the case will be reviewed by the person responsible for income verification within thirty (30) days of receipt. The Certification Supervisor or staff person(s) designated by the Section 8 Manager shall promptly reconcile any difference between the amount reported by the family and the amount verified by RAP or HUD.

For all fraudulent acts, RAP shall take action depending on the circumstances and what it determines appropriate. RAP may take any of the following actions:

- A. Require the participant to immediately repay the amount in question;

- B. Require the participant to enter into a satisfactory repayment agreement;
  - C. Terminate the participant's rent assistance;
8. Refer the participant's case for criminal prosecution; or
9. Take other such action as RAP deems necessary.

## **29.0 COOPERATION AGREEMENTS WITH AGENCIES**

RAP will make its best efforts to enter into cooperation agreements with local, State and Federal agencies to:

- A. Target assistance, benefits and services to families receiving assistance in the Section 8 tenant-based assistance program to help them achieve self-sufficiency.
- B. Provide written verification to RAP concerning income and benefits for families applying for or receiving assistance in RAP's programs.

## **30.0 STAFF COMPLAINTS**

RAP will investigate and respond to complaints by participant families, owners and the general public relating to RAP personnel. RAP may require that the complaints be put in writing. Complaints must be responded to within forty-eight (48) hours by the appropriate Section Supervisor unless otherwise directed by HACM Housing Management Staff.

## **31.0 QUALITY CONTROL OF SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, RAP will review files and records to determine if the work documented in the files or records conforms to program requirements. **The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing authority.** ~~RAP will audit up to 5% of the files completed on a monthly basis.~~ These audits will be performed by the Certification Supervisor and/or other qualified staff as designated by the Section 8 Manager.

~~In addition, RAP's Section 8 program and HACM's Public Housing program will annually audit each other's files. The audits shall be performed by qualified staff persons other than the one originally responsible for the work or someone subordinate to that person designated by the Section 8 Manager and the Operations Manager for Public Housing. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for the size of the program.~~

Among the areas that shall have quality control reviews are the following:

- A. The proper selection of applicants from the waiting list and the selection criteria met by the applicants.
- D. The determination of rent reasonableness.
- E. The proper verification of income and expenses of participants both upon admission and recertification and appropriate rent payment.
- F. The proper conducting of HQS inspections.
- G. The proper follow-up on HQS deficiencies and the timely manner in which the appropriate repairs were completed.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

## **32.0 CODE OF CONDUCT**

### **32.1 PURPOSE**

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the HACM, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioners right to privacy and the right to participate freely in a democratic society and economy.

### **32.2 CONFLICT OF INTEREST**

In accordance with 24 CFR 982.161, neither the RAP nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the Housing Authority RAP or for one year thereafter:

- A. Any present or former member or officer of the Housing Authority (except a participant commissioner);
- B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;

- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the RAP's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of the HACM for good cause.

### **32.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS**

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

### **32.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT**

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the HACM's Personnel Policy or as determined by action of the Board of Commissioners.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement. The 50058s must be submitted to HUD no later than 60 calendar days from the effective date of actions recorded in Line 2b.

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial Housing Authority for assistance on behalf of a portable family. [24 CFR § 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which a participant's rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based program.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

**Affiliated Individual** – The term “affiliated individual” means, with respect to an individual – (A) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis; or  
(B) any individual, tenant, or lawful occupant living in the household of that individual. 42 U.S.C. § 14043e-11(a)(1)

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included



in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Annual Income:** All amounts, monetary or not, that:

- a. Go to (or on behalf of ) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** see net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is “imputed” and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Bifurcate:** with respect to a public housing or Section 8 lease, it means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

**Business Days:** Days the housing authority is open for business.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

**Cooperative:** Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

**Cooperative member:** A family of which one or more members owns membership shares in a cooperative.

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. Arrests alone are not sufficient evidence of criminal activity.

**Dating Violence:** The term “dating violence” means violence committed by a person – (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship. 42 U.S.C. § 13925(a)(10)

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards

**Development:** A residential building or set of building grouped for the purpose of management. (See § 990.265; 79 FR 55006)

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See “person with disabilities.”

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Domestic Violence:** 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 cohabited with the victim as

a spouse or intimate partner, 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. 42 U.S.C. § 13925(a)(8)

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

**Drug:** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** A very low-income family ~~These families~~ whose incomes does not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, ~~or the Federal poverty level~~, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the

Federal Register.

**Family** includes but is not limited to:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
  - a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
  - b. An elderly family;
  - c. A near-elderly family;
  - d. A disabled family;
  - e. A displaced family;
  - f. The remaining member of a tenant family; and
  - g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent.

**Family Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**First-time homeowner:** In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term "first-time homeowner" includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

**52665 Form:** The HUD form that housing authorities are required to complete for each assisted household to record information used, in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority

may adopt a payment standard up to the FMR/exception rent limit.

**Full-time employment:** Employment that averages at least 30 hours per week. This can include self-employment as long as the employees earn at least the average of the federal minimum wage over a 30 hour period.

**Full-time student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Gender identity:** Actual or perceived gender-related characteristics.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Guest:** Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Home:** In the homeownership option: A dwelling unit for which RAP pays homeownership assistance.

**Homeless (as defined for 50058 reporting purposes):** An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

or

Any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the

individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and

b. Has no other residence; and

c. Lacks the resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing.

**Homeowner:** In the homeownership option, a family of which one or more members owns title to the home.

**Homeownership assistance:** In the homeownership option, monthly homeownership assistance payments by RAP. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

**Homeownership expenses:** In the homeownership option, a family's allowable monthly expenses for the home, as determined by RAP in accordance with HUD requirements.

**Homeownership option:** Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.



**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interest in the home:** In the homeownership option:

- a. In the case of assistance for a homeowner, "interest in the home" includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.
- b. In the case of assistance for a cooperative member, "interest in the home" includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.



A live-in aide is not a party to the lease.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Membership shares:** In the homeownership option, shares in a cooperative. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests

in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- d. For purposes of determining annual income under Section 8 Homeownership, the term “net family assets” does not include the value of a home currently being purchased with assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

**Non-citizen:** A person who is neither a citizen nor national of the United States.

**Notice of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition

**Other person under the tenant’s control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) 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.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

**Participant (participant family):** A family that has been admitted to the housing authority’s program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Personally Identifiable Information (PII):** Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Present ownership interest:** In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an

assisted family.

**Processing Entity:** The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

**Project-Based Assistance Program:** A Section 8 program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR Part 982), and the Section 8 project-based certificate or voucher program (24 CFR Part 983), and the Section 8 moderate rehabilitation program (24 CFR Part 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Risk assessment:** In the context of lead-based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

- A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;
- B. Visual inspection;
- C. Limited wipe sampling or other environmental sampling techniques;
- D. Other activity as may be appropriate; and
- E. Provision of a report explaining the results of the investigation.

**Sensitive Personally Identifiable Information:** PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Sexual orientation:** Homosexuality, heterosexuality, or bisexuality.

**Sexual Assault:** The term "sexual assault" means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent. 42 U.S.C. § 13925(a)(29)

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Shelter allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

### **Specified welfare benefit reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

~~**Stalking:** The term “stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—  
(A) fear for his or her safety or the safety of others; or  
(B) suffer substantial emotional distress. 42 U.S.C. § 13925(a)(30)~~

**Stalking:** to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Statement of homeowner obligations:** In the homeownership option, the family’s agreement to comply with program obligations.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds **ninety (90)** calendar days, the Housing Authority must agree to the absence.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see Suspension.

**Total tenant payment (TTP):**

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;
  - c. Minimum rent; or
  - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

**Tuition:** The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).



Expenses related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For Section 8 programs only, PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

**Utility allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**VAWA:** The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

#### **Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
  - (2) Documentation such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families,



except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR § 982.4]

~~**Welfare assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR § 5.603]~~

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Non-recurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.

- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- H. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare rent:** In “as-paid” welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare -to-Work (WTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

**Written notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

## ACRONYMS

<b>ACC</b>	Annual Contributions Contract
<b>CACC</b>	Consolidated Annual Contributions Contract
<b>CFR</b>	Code of Federal Regulations
<b>FMR</b>	Fair Market Rent
<b>FSS</b>	Family Self Sufficiency (program)
<b>HA</b>	Housing Authority
<b>HAP</b>	Housing Assistance Payment
<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	Department of Housing and Urban Development
<b>INS</b>	(U.S.) Immigration and Naturalization Service
<b>NAHA</b>	(Cranston-Gonzalez) National Affordable Housing Act
<b>NOFA</b>	Notice of Funding Availability
<b>OMB</b>	(U.S.) Office of Management and Budget
<b>PBC</b>	Project-Based Certificate (program)
<b>QHWRA</b>	Quality Housing and Work Responsibility Act of 1998
<b>PHA</b>	Public Housing Agency
<b>TTP</b>	Total Tenant Payment
<b>VAWA</b>	Violence Against Women and Department of Justice Reauthorization Act of 2005