

NEW SMYRNA BEACH HOUSING AUTHORITY

**SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATIVE PLAN**

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PART A

**STATEMENT OF APPROACH
IN ADMINISTERING THE SECTION 8
HOUSING CHOICE VOUCHER PROGRAM**

STATEMENT OF APPROACH

1. Purpose

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The plan covers both admission to and participation in the Housing Choice Voucher Program administered by the New Smyrna Beach Housing Authority (hereinafter referred to as the “NSBHA” or “Housing Authority”).

The New Smyrna Beach Housing Authority is responsible for complying with all changes in U.S. Department of Housing and Urban Development (HUD) regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

2. Objectives

The Section 8 program is designed to achieve three major objectives:

- To provide decent, safe and sanitary housing for low and very low income families while maintaining their rent payments at an affordable level.
- To promote freedom of housing choice for all races and ethnic backgrounds.
- To encourage the participation of private property owners by offering reasonable rents and timely assistance payments.

3. General Approach

The general approach of the program is to inform the community of the service, determine client eligibility, make the characteristics of the rental market known to program participants to enable them to search for housing within program rent levels and housing quality thresholds, and to ensure that the program is administered according to HUD rules and regulations regarding the program. In addition, programs are to be administered in a manner consistent with state law.

The Housing Authority shall use all program contracts and forms required by HUD, including the:

- Annual Contributions Contract
- Housing Assistance Payment Contract
- Lease language in the addendum

Required contracts and forms shall be word-for-word as required by HUD; additions or modifications shall be approved by HUD headquarters.

4. Income Targeting

A minimum of 75% of the families admitted to the Section 8 Housing Choice Voucher Program during each fiscal year must be extremely low-income families. An extremely low-income family is one whose annual income does not exceed 30% of the area median income.

The Housing Authority will monitor admissions to the Section 8 program at the end of each quarter throughout the fiscal year. If, at the end of any quarter, extremely low-income families make up less than 75% of admissions for the fiscal year to date, the Housing Authority will skip

higher income families to give priority to extremely low-income families on the waiting list until extremely low-income admissions again make up 75% of the admissions during the fiscal year. Once the 75% target is reached, the Housing Authority will go back to those higher income families previously skipped.

5. Fair Housing and Equal Opportunity

It is the policy of the Housing Authority to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. These include, but are not limited to, the following:

- The Fair Housing Act;
- Title VI of the Civil Rights Act of 1964;
- The Age Discrimination Act of 1975;
- Executive Order 11063, Equal Opportunity in Housing;
- Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act.

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

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

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

6. Monitoring Program Performance

The Section Eight Management Assessment Program (SEMAP) is the assessment system that HUD will use to measure PHA performance. Program performance is monitored by means of data collections and file maintenance for review, periodic reports to proper departments and agencies, and audits and reviews (both internal and external) by the Housing Authority, independent public accountants, and HUD.

Quality Control Samples as defined in the SEMAP final rule will be used to evaluate performance under the following SEMAP indicators:

- Indicator One – Selection from the Waiting List
 - Sample size based on number of new admissions during the rating period.
- Indicator Two – Reasonable Rent
 - Sample size based on number of rent reasonableness determinations during the rating period.
- Indicator Three – Determination of Adjusted Income
 - Based on the number of new admissions and annual reexaminations during the rating period.
- Indicator Five – HQS Quality Control Inspections
 - Sample size based on the total number of HQS Inspections conducted during the rating period.
- Indicator Six – HQS Enforcement
 - Sample size based on the total number of failed unit inspections during the rating period.

The Quality Control samples are determined as follows:

UNIVERSE	MINIMUM NUMBER OF FILES OR RECORDS TO BE SAMPLED
50 or Less	5
51-600	5 plus 1 for each 50 (or part of 50) over 50
601-2000	16 plus 1 for each 100 (or part of 100) over 600
Over 2000	30 plus 1 for each 200 (or part of 200) over 2000

The SEMAP certification will be transmitted electronically to HUD within 60 days after the Housing Authority fiscal year end. HUD shall have full and free access to Housing Authority offices, facilities, and all accounts and other records regarding the administration of programs.

7. Housing Outside Areas Of Poverty Or Minority Concentration

The Housing Authority encourages program participation by owners of units outside areas of poverty or minority concentration. The purpose of these activities is to provide more choice and better housing opportunities to families.

8. Record Retention

The Housing Authority shall maintain complete and accurate accounts and records in the form required by HUD. The Housing Authority shall retain during the course of the lease, and for at least three (3) years after, the following documents:

- Copy of the executed lease
- Housing Assistance Payment contract
- Application

The Housing Authority shall retain for a minimum of three (3) years, the following documentation:

- Records that provide income, racial, ethnic, gender, and disability status data for applicants and participants
- Notice to, and application of, ineligible applicants
- HUD-required reports
- Unit inspection reports
- Lead-based paint inspection records
- Supporting budget, financial accounts, and records
- Other records specified by HUD

9. Administrative Fee Reserve

Administrative fee reserves may be used for other housing purposes if the reserves are not needed for ongoing administrative expenses. The Housing Authority Board of Commissioners will approve all expenditures from the administrative fee reserve, other than those necessary to administer the Section 8 Program.

In addition, the Board must verify that the proposed expenditure is for a legitimate housing purpose consistent with State and local law. The board will deny authorization for expenditures for non-allowable costs as defined by HUD.

10. Privacy Rights

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

The Housing Authority's policy regarding release of information is in accordance with Federal, State, and local laws that may restrict the release of family information.

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

PART B
ADMISSIONS

OUTREACH TO FAMILIES & CONTACT WITH OWNERS

The Housing Choice Program requires families to pay at least 30% of income toward rent. Rent may not exceed the payment standard of up to 40% of adjusted monthly income. The subsidy is the difference between the total tenant payment and (1) the payment standard; or (2) the gross rent, whichever is lower. Rent increases are not limited by the annual adjustment factor but are subject to a rent reasonableness test.

The Housing Authority will undertake outreach activities that will produce a demographically mixed applicant pool. Pamphlets, brochures, newspaper ads, radio spots, or other similar types or notices will be utilized as needed in the outreach effort. The Housing Authority will closely monitor the outreach process and adjust accordingly to maximize participation of both program participants and owners.

1. Public Notice

Methods of outreach may include contact with senior citizen centers, property management firms, and social service agencies serving eligible households throughout the county. Public appearances will be made to other civic groups.

2. Outreach to Owners

Outreach may be conducted as needed, at the discretion of the Housing Authority, by a mailing to apartment owners, real estate firms and property management firms with information about the program requirements and benefits of participation to landlords and tenants. The Housing Authority shall make special efforts to recruit owners of suitable properties located outside areas of low-income or minority concentrations.

3. Owner Disapproval

Owners may be disapproved for participation in the Housing Authority Section 8 Program due to a history of drug trafficking, registration as a sex offender or sexual predator, program fraud as evidenced by two cases of improperly charging rent to tenant, a history of non-compliance with Housing Quality Standards, non-payment of local real estate taxes, or having a history or practice of renting units that fail to meet local housing codes.

The Housing Authority shall not approve a unit, when directed by HUD, if there is a federal action pending; or there is a court or an Housing Authority determined violation of Fair Housing or other federal equal opportunity requirements. The Housing Authority shall not approve a unit if the owner is debarred, suspended, or denied participation.

In addition to other grounds authorized by HUD, the Housing Authority shall not enter into a Housing Assistance Payment contract with an owner who refuses, or has a history of refusing, to take action to terminate tenancy for activities engaged in by the tenant, any member of the tenant's household, any guest, or any other person under the control of any member of the household that:

- Threatens the health or safety of, or right to peaceful enjoyment of the premises by, other tenants or employees of the Housing Authority, owner, or other manager of the housing;

- Threatens the health or safety of, or right to peaceful enjoyment of the residences by, persons residing in the immediate vicinity of the premises; or,
- Is involved in drug-related or violent criminal activity.

The Housing Authority shall not enter into or renew a Housing Assistance Payment contract with an owner who refuses, or has a history of refusing to consent to local law enforcement agencies, or other agencies as HUD determines appropriate, to enter common areas at any time and without advance notice upon a determination of probable cause by such officers that criminal activity is taking place in such areas.

TAKING APPLICATIONS

All admissions to the Section 8 program shall be made on the basis of a written application completed by the applicant family. The Housing Authority will conduct interviews when the application process is open. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determinations of eligibility status, priority status, and rent for which the applicant is qualified.

All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The application shall include:
 - Names and ages of all family members
 - Sex and relationship of all members
 - Street address and phone numbers
 - Mailing address (if P.O. Box or other permanent address)
 - Amount(s) and source(s) of income received by household members
 - Information regarding disabilities (used to determine qualifications or allowances and deductions)
 - Information related to qualification for preferences
 - Social Security Numbers
 - Race/ethnicity
 - Requests for specific accommodation needed to fully utilize program and services
 - Proof of citizenship
 - Proof of student status
 - Previous address
 - Current landlord verification
 - Name of emergency contact person and address
 - Criminal background check (all records, once reviewed, will be discarded)
 - Non-family references
2. The Housing Authority shall require the signature of all adult members of the applicant household. Each complete application shall reflect the date and time of receipt by the Housing Authority, and any other factors upon which priority and preference are assigned.
3. Applicants will be required to submit verification documentation as part of the application process. Applicants will be supplied a list of required verifications for the purpose of determining eligibility. All documentation must be original forms.
4. Should applicants fail to provide required verification documentation within established time frame, the application will not be accepted ~~shall be removed from the waiting list~~ and the applicant will be required to reapply.
5. The Housing Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.

6. The Housing Authority will normally take applications from a central location to allow for processing by staff persons knowledgeable of the rules and regulations governing the Section 8 program, but reserves the right to establish satellite locations for application taking, so long as all processing is done in a central location.
7. The Housing Authority reserves the right to establish times for taking applications, including by appointment. The Housing Authority staff may at its discretion provide for application interviews outside normal hours when necessary for hardship reasons.
8. Insofar as possible, application interviews shall be conducted in private.
9. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
10. In the event an applicant wants to add an additional person to the application, the request must be made in writing no less than 45 days prior to voucher issuance. The additional person is subject to all eligibility requirements.
11. All active applications will be purged no less than once each 12 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the NSBHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the NSBHA if he/she no longer desires consideration for the Section 8 program.
12. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Section 8 program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other PHA waiting list should they make an application for the public housing program. This right will be explained to each applicant who might have previously filed an application for a dwelling unit through any other PHA program.
13. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.
14. If an applicant is determined to be ineligible on the basis of program guidelines, the applicant shall be notified, in writing of the reasons for the ineligibility determination. The applicant shall be informed of their right for an Informal Review of the determination. If, after the review, the applicant remains ineligible, or if the right to a review is waived, the applicant shall receive a written notice.

WAITING LIST MANAGEMENT

1. Public Notice to Eligible Families (Opening the Waiting List)

- a. The Housing Authority shall make known to the public that applications are being taken. Publicity will include:
 - (i) The dates, times, and location where families may apply;
 - (ii) The programs for which applications will be taken;
 - (iii) A brief description of the program; and
 - (iv) Limitations, if any, on whom may apply.
- b. Public notice shall be in the form of, but be limited to, newspaper ads and radio announcements. The Housing Authority will give the public notice by publication in a local newspaper of general circulation, and also by minority media and other suitable means. The notice will comply with all HUD fair housing requirements.

2. Closing the Waiting List

The Housing Authority shall make known to the public that the waiting list will be closed and pre-applications will no longer be taken until further notice. Public notice may be in the form of, but will not be limited to, newspaper ads and radio announcements. The Housing Authority may give the public notice by publication in a local newspaper of general circulation and also by minority media and other suitable means. The notice will comply with all HUD fair housing requirements.

3. Establishing the Waiting List

Each eligible applicant household shall be placed on the waiting list based on date and time of application. Files and supporting documentation supplied by the families shall be maintained in a manner that is consistent with regulations governing the programs.

The Housing Authority will maintain information that permits proper selection from the Waiting List. The Waiting List will be organized to contain the following information for each applicant.

- Applicant name
- Family unit size (number of bedrooms for subsidy standards)
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household

4. Order of Preference

The NSBHA will select families from the waiting list based on date and time of application. No preferences will apply.

5. Selecting Applicants from the Waiting List

Applicants will be selected from the Waiting List according to date and time of application, regardless of family size. If there is insufficient funding available to assist the family at the top of the list, the NSBHA will not admit any other applicant until funding is available for the first applicant. Families will only be offered vouchers in the waiting list sequence.

6. Updating the Application

It is the responsibility of the applicants who are on the waiting list to keep their application current. When an applicant's circumstances change, they shall be reported to the Housing Authority. If the information affects the applicant's claim for preference, once verified, the pre-application will be re-prioritized using the time and date of acceptance of the original application.

If the applicant reports a change in family size (either increase or decrease) from the size stated on the application form, it will not affect the applicant's placement on the waiting list. In the event an applicant requests that a member of the household age 18 or older be removed, that member will be required to request removal in writing and provide proof of residency elsewhere.

7. Removal from the Waiting List and Purging

Applicants will be mailed an update inquiry to ensure the applicant's continued interest in, and need for, housing. An applicant, who does not return the inquiry by the requested deadline date, will have his/her name removed from the Waiting List. An extension will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

Applicants will be mailed an update to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest. If the family fails to respond to this notification, the family will be purged from the waiting list. An extension will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

Mailings to applicants that require a response will state that failure to respond within 10 days will result in the applicant's name being dropped from the waiting list.

In addition, applicants shall be removed from the Waiting List when:

- The applicant requests it.
- The Housing Authority has made reasonable efforts to contact the applicant to determine if there is continued interest, but has been unsuccessful.
- The applicant is ineligible.
- The applicant provided invalid or false documents for verification of eligibility.

- The applicant was a past participant in the Section 8 Program or a former public housing tenant who failed to satisfy liability for unpaid rent or tenant damages to either Owner, NSBHA or another Public Housing Authority (PHA).
- The applicant is currently indebted to the NSBHA.
- The applicant has committed fraud in a Federal Housing Assistance Program or violated family obligations under the Section 8 Program.
- The applicant has a felonious history in the manufacture, sale or distribution or the possession with intent to manufacture, sell or distribute a controlled substance within five (5) years. The five (5) year time period beginning upon completion and disposition of all pending and proposed cases.
- The applicant has a violent criminal history and has used or threatened to use physical force against the person or property of another, including PHA employees within five (5) years. The five (5) year time period beginning upon completion and disposition of all pending and proposed cases.
- The applicant has a non-violent felonious history or repetitive criminal history that may negatively impact the residents/participants, staff, programs, community and other such entities within the past five (5) years. The five (5) year time period beginning upon completion and disposition of all pending and proposed cases.
- The applicant is currently involved in the judicial system, including but not limited to, probation, pre-trial intervention (PTI) and pending or postponed cases.
- The applicant has not been one (1) year from successful completion of probation and/or PTI from projected date of admission.
- The applicant is a State Registered Sex Offender.
- The applicant has been terminated from any housing program within the past three (3) years for acting in violation of the program requirements or failing to act in accordance with program requirements.
- If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.
- The applicant refuses the offer of a Voucher.

8. Special Circumstances

a. Split Households Prior to Voucher Issuance

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

- Which member applied as head of household;
- Which family unit retains the children or any displaced or elderly members;
- Restrictions that were in place at the time the family applied;
- Role of domestic violence in the split;
- Recommendations of social service agencies or qualified professionals such as children's protective services; and
- Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the Housing Authority.

b. Multiple Families in the Same Household

Families consisting of two families applying as a family unit will be treated as one family unit.

c. Joint Custody of Children

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed on the school records will be allowed to claim the school-age child as a dependent. If the child is below school age, the parent must provide proof that the child lives with them at least 51% of the time in order to claim the child as a dependent.

ELIGIBILITY FOR ADMISSION

The Housing Authority will determine applicant eligibility in accordance with HUD guidelines.

1. Eligibility Criteria:

- a. An applicant must be a family as defined in this policy.
- b. An applicant must be within the appropriate income limits.
- c. An applicant must furnish Social Security Number for all family members.
- d. An applicant must furnish evidence of Citizenship/Eligible Immigrant Status.

2. Family Composition

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

- a. Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.
- b. Two or more elderly or disabled persons living together, or one or more elderly, near elderly, or disabled persons living with one or more live-in aides is a family.
- c. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home and is not intended to artificially enlarge the space available for other family members.

3. A single person may be:

- a. An elderly person
- b. A displaced person
- c. A person with a disability
- d. Any "other single" person

4. Head of Household

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

5. Spouse of Head

Spouse means the marriage partner of the head, who in order to dissolve the relationship, would have to be divorced. Spouse includes the partner in a common law marriage. The term “spouse” does not apply to boyfriends, girlfriends, significant other, or co-heads.

6. Co-Head

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

7. Live-In Aides

a. A live-in aide is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities who:

- (i) Is determined by the Housing Authority to be essential to the care and well being of the person(s),
- (ii) Is not obligated for the support of the person(s), and
- (iii) Would not be living in the unit except to provide necessary supportive services for the person(s).

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

- (i) Income of the live-in aide is not counted for purposes of determining eligibility of benefits.
- (ii) Live-in aides are not subject to Non-Citizen Rule requirements.
- (iii) Live-in aides may not be considered as a remaining member of the tenant family.
- (iv) A live-in aide may only reside in the unit with the approval of the Housing Authority. Written verification will be required from a reliable, knowledgeable professional. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly, or disabled.

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

- (i) The person commits fraud, bribery and any other corrupt or criminal act in connection with any federal housing program.
- (ii) The person commits drug-related criminal activity or violent criminal activity.
- (iii) The person currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

- d. Occasional, intermittent, multiple, or rotating care givers do not meet the definition of a live-in aide; therefore, regardless of whether these caregivers spend the night, an additional bedroom will not be approved.

8. Noncitizens Rule

Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of HUD from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible noncitizens either applying to or residing in specified Section 214 covered programs.

9. Ineligibility Because of Eviction for Drug Crimes

Any tenant evicted from federally assisted housing by reason of drug-related criminal activity (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 USC 1437a(b)) shall not be eligible for federally assisted housing during the 5-year period beginning on the date of such eviction unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority. A waiver may be granted if the circumstances leading to eviction no longer exists.

10. Ineligibility for Illegal Drug Users and Alcohol Abusers

Notwithstanding any other provision of the law, the Housing Authority shall prohibit admission to the Section 8 program for any household with a member who the Housing Authority determines is illegally using a controlled substance; or, the Housing Authority determines that it has reasonable cause to believe that such household member's illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

In determining whether to deny admission to the Section 8 program to any household based on a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol by a household member, the Housing Authority may consider whether such household member 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 (as applicable); has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or is participating in 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 (as applicable).

11. Authority to Deny Admission to Criminal Offenders

Except as provided above, and in addition to any other authority to determine eligibility, if the Housing Authority determines that the applicant or any member of the applicant household is or was, during a reasonable time preceding the date when the applicant would otherwise be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, the owner, or Housing Authority employees, the Housing Authority may deny such applicant admission to the program; or, may require proof that the individual who engaged in criminal activity has not engaged in any criminal activity for a reasonable period.

12. Income Limitations

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

- a. A very low-income family, or
- b. A low-income family in any of the following categories:
 - (i) A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 90 days of voucher issuance. Programs include public housing, all Section 8 programs, and all Section 23 programs.

Definition of Continuously-Assisted: An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Act program when the family is admitted to the voucher program.
 - (ii) A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.
 - (iii) A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
 - (iv) A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.
 - (v) A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165
 - (vi) A low-income family residing in a HUD-owned multifamily rental housing project when the project is sold, foreclosed, or demolished by HUD.

To determine if the family is income eligible, the housing authority staff compares the annual income of the family to the applicable income limit for the family's size. Families whose annual income exceeds the income limit will be denied admission, notified of the denial and offered an informal review.

For initial lease-up, **incoming portable families who have never previously leased with Section 8 assistance**, but who qualify for portability under HUD regulations, must be within the income limits for the receiving jurisdiction. If the family has previously leased under the Section 8 program and is moving with assistance using portability provisions, income limits do not apply. See the "Portability" section of this policy.

13. Eligibility of Current Public Housing Residents

In addition to all other program eligibility requirements, current residents of the Housing Authority's Public Housing Program must meet the following requirements:

- a. The tenant must have provided notice in accordance with the Admissions and Continued Occupancy Policy;
- b. The tenant must turn in all keys or other related access items; and
- c. The tenant's account must be paid in full and any charges related to move-out (assessed after move-out) must be paid in full within 60 days. Failure to pay these charges may result in termination;

ELIGIBILITY OF STUDENTS

The Student Rule, issued by the U. S. Department of HUD on December 30, 2005, restricts the participation of students in the Assisted Housing Program under Section 8 and provides specific additional requirements in the determination of a student's eligibility. This addendum addresses the additional requirements and/of changes resulting from the implementation of the Student Rule.

The Student Rule provides that for any student who is enrolled at an institution of higher education and is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Section 8 assistance, or the student's parents are, individually or jointly, ineligible for assistance, no Section 8 assistance can be provided. This rule applies to the Section 8 program operated by the Authority.

1. Eligibility Restrictions

Additional eligibility restrictions are placed on any student who is an applicant or participant for assistance under Section 8. For participants, these additional eligibility restrictions apply at the next reexamination and the rule encourages Authorities to reexamine all students as quickly as practical. Specifically, no assistance shall be provided under Section 8 of the 1937 Act to any individual who:

- a. 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);
- b. Is under 24 years of age;
- c. Is not a veteran of the United States military;
- d. Is unmarried;
- e. Does not have a dependent child, and
- f. 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.

Note that this restriction does not apply to students living at home where the household is assisted under Section 8, but only the eligibility of students applying for or receiving Section 8 assistance separately from their parents.

Income eligibility is determined by a two-part test and both parts of this test must be affirmatively met. The first part is to test the student's income, considering all of the requirements for the Student Rule, and determine income eligibility. The second part is to test the income of the student and the student's parents together, and determine income eligibility. If either test results in ineligibility, then the student is ineligible for Section 8 assistance.

2. Demonstrating Independence

A student under the age of 24 who meets the additional criteria above may be income eligible for assistance in circumstances where an examination of the income of the student's parents may not

be relevant or where the student can demonstrate the absence of, or his or her independence from, parents. The Authority will consider the following in determining income eligibility:

- a. The individual must be of legal contract age under state law.
- b. The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U. S. Department of Education's definition of an independent student. The Authority may review and verify previous address information to determine evidence of a separate household or verify that the student meets the U. S. Department of Education's definition of "independent student".
- c. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations. The Authority may request prior year income tax returns from the student's parent or parents to verify dependent claim status.
- d. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance is provided by the parents to the student.

3. Income to be Considered

For the purposes of eligibility determination and rent calculation, the following will be considered part of annual income:

- a. Any assistance that is provided to the student by persons not living in the unit, including assistance from parents and family members.
- b. Any financial assistance in excess of amounts received for tuition, not including loan proceeds. This assistance is not considered income for a student over the age of 23 with dependent children.

The above are additions to annual income.

ELIGIBILITY OF VICTIMS OF DOMESTIC VIOLENCE

The Violence Against Women and the Department of Justice Reauthorization Act of 2005 (VAWA) prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8 assisted housing if the grounds for eviction or removal of assistance is an instance of domestic violence, dating violence, or stalking. This section is intended as a guide for the Housing Authority to use in day-to-day operations when working with tenants who are victims of domestic violence.

1. Admissions

The Housing Authority shall not deny assistance to any applicant on basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

2. Termination

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 terms of the assistance contract by the victim or threatened victim of that violence and will not be good cause for terminating the housing assistance of the victim of such violence.

Although screening and termination policies allow the Housing Authority to terminate assistance to households for criminal activity by a member of the family or a guest that threatens the health, safety, or right to peaceful enjoyment of other residents, the Housing Authority may exercise discretionary authority to remove tenants involved in perpetrating acts of domestic violence, dating violence, and stalking from the household while allowing the victim of such acts to retain their assistance.

The Housing Authority will, when notified, honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution of possession of property among the household members in cases where a family breaks up. Furthermore, the Housing Authority may still terminate assistance to a participant for any violation of the contract or lease not premised on the act or acts of violence in question against a participant or a member of the participant's household, provided that the Housing Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

This Policy does not supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

3. Certification

The Housing Authority may request that an individual claiming protection under VAWA certify via an approved certification form that such individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. The certification shall include the name of the perpetrator. The individual shall provide such certification within fourteen (14) business days after the Housing Authority requests such certification.

If the individual does not provide the certification within fourteen (14) business days after the Housing Authority has requested such certification in writing, the Housing Authority may terminate assistance to any participant or lawful occupant that commits violations of the lease. The Housing Authority may extend the fourteen (14) day deadline at its discretion.

The certification requirement may be satisfied by providing the Housing Authority with 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, or stalking or the effects of the abuse, in which the professional attests 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, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or by producing a Federal, State, tribal, territorial, or local police or court record.

The Housing Authority reserves the right to demand that an individual produce official documentation or physical proof of the individual status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits under VAWA. At the Housing Authority's discretion, it may provide for benefits to an individual based solely on the individual statement or other collaborating evidence.

4. Confidentiality

All information provided to the Housing Authority pursuant to VAWA, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, will be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or required for use in an eviction proceeding or otherwise required by applicable law.

VERIFICATION OF ELIGIBILITY FACTORS

When assistance is about to become available to an applicant on the waiting list, the Housing Authority will verify and document the applicant's eligibility factors. This is done to assure eligibility determination, preference and status, monthly rent share, and size of dwelling unit assigned are accurate and complete. The staff will review and/or verify information submitted on behalf of each applicant, including the applicant's claim of qualification for a preference. Preferred verification will be in the form of a written statement by a third party and be forwarded directly to the Housing Authority by the third party on behalf of the applicant. Alternate methods will require adequate documentation. Eligibility will be verified or re-verified, no longer than 60 days prior to issue of a Voucher.

The Housing Authority shall verify all items by type and manner as required by regulation.

1. Verification Policy

The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any federal, state, or local authority to furnish or release to the Housing Authority and to HUD such information as the Housing Authority or HUD determines to be necessary. Because eligibility for federal housing assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or participants.

Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete and inactive. A participant who fails to cooperate or to release information may have his assistance terminated. In addition, interim changes resulting in rent reductions will not be made for participants until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority.

As part of the application record of each applicant determined to be eligible for admission, a designated staff member or his/her supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his/her family meet all the conditions governing eligibility.

2. Mandatory Social Security Numbers

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

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

3. Other Verification Documentation

Examples of verification documentation include, but are not limited to, the following:

- a. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;
- b. Verification forms supplied by the Housing Authority and returned properly completed by employers, public welfare agencies, etc.
- c. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them;
- d. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income) or official tax documents demonstrating self-employed income;
- e. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;
- f. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
- g. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government authority.
- h. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted in individual cases.
- i. Receipts for allowable expenses claimed by participants.

4. Immigration and Naturalization Service (INS) Eligibility

The Housing Authority will obtain verification of eligibility for assistance under the rules of the INS. Eligible applicants must be citizens of the United States or noncitizens who have eligible immigration status. Each family member, regardless of age, is required to submit evidence of citizenship or eligibility in accordance with current INS regulation.

Verification shall be obtained at the time of initial application, from families receiving assistance since June 19, 1995, upon the first anniversary of participation, and whenever a family changes Section 214 covered programs. Otherwise, for each family member, the family is required to submit evidence of eligible immigration status only one time during continuously-assisted occupancy under any 214 covered program.

5. Notification to Applicants of Eligibility Status

- a. Eligible applicants will be notified in writing of their placement on the waiting list. Eligible applicants with a grievance with the Housing Authority based on their placement on the waiting list, the issuance by the Housing Authority of a Voucher, or other pertinent matters may request an Informal Review.
- b. Ineligible applicants. If an applicant is determined to be ineligible on the basis of income, family composition or for any other reason or if an applicant does not qualify for a Preference, the applicant shall be notified in writing and the notification shall state that the applicant has the right to request an Informal Review. Such notice of applicant ineligibility does not preclude the applicant from exercising their rights if they believe they are being discriminated against on the basis of race, age, disability, creed, religion, sex, or national origin.
- c. Ineligible for Reinstatement. Applicants determined to be ineligible will be permitted to make a new application only during the Housing Authority's normal application acceptance period.

6. Conflict of Interest

An employee of the Housing Authority who meets the eligibility guidelines of the program may be eligible to participate in the program provided they do not have decision making power regarding the program.

7. Suitability of the Family

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

Families who are determined to be ineligible will be notified in writing within ten (10) business days of the reason for denial of assistance. This notification will include the opportunity to request, within ten (10) business days of notification, an Informal Review. If they were denied due to noncitizen status they are entitled to an Informal Hearing.

INFORMATION TO OWNERS AND SCREENING

1. Information To Owners

The Housing Authority will respond to inquiries from owners who have been approached by Voucher holders by explaining major program procedures including lease provisions, lease approval procedures, security deposits and damage/vacancy claim policy, housing quality inspections, contract provisions and payment procedures by furnishing copies of the pertinent forms.

The Housing Authority shall inform the owner that it does not conduct tenant screening. The Housing Authority may verify the validity of the Voucher and provide the additional information if available in PHA records:

- Provide the family's prior and/or current addresses
- Provide the name and address of current or past landlord
- May offer additional information about tenancy history of the family member
- May offer information about drug-trafficking by family members

This policy must be administered consistently to all families and owners. The briefing packets for the families and owners will contain this policy.

2. Owner/Participant Responsibility

Each Housing Assistance Payment contract entered into by the Housing Authority and the owner of a dwelling unit shall provide that the screening and selection of families for those units shall be the function of the owner.

The Housing Authority will require, as a condition of admission to the program the following:

- Each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
- Each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program.

Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

3. Records Management

All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.

All records obtained for the purpose of applicant screening shall be:

- Maintained in the applicant file in a locked file cabinet.
- Destroyed no less than five business days after the date on which the Housing Authority gives final approval for an application for admission.
- Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

4. Confidentiality

The Housing Authority receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has job related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority Section 8 program, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such to the fines of the state.

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee, or authorized representative of the Housing Authority which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority. The district court of the United States in the district in which the affected applicant or resident resides, in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters.

BRIEFING OF APPLICANTS AND ISSUANCE OF VOUCHERS

Briefing will be conducted as necessary to maintain a full program. Topics to be covered may include, but are not limited to, the following:

- Term of the Voucher
- Voucher extension/suspension policy and how to request and extension
- How the PHA determines the housing assistance payment for the family
- Utility Allowance Schedule
- How the PHA determines the maximum rent for an assisted unit
- Where the family may lease a unit
- Explanation of how Portability works
- Lease Addendum
- Request For Approval of Assisted Tenancy (RFAT) form
- Explanation of how to request PHA approval to lease a unit
- PHA policy on providing information about a family to prospective owners
- PHA Subsidy Standards
- Policy on when PHA will consider granting exceptions to the Subsidy Standards
- HUD-required lead-based paint brochure
- Information of Federal, State, and local EEO laws
- Housing discrimination complaint form
- List of landlords
- Notice that if the family includes a disabled person, the family may request a current listing of accessible units
- Family obligations
- Grounds for which PHA may terminate assistance
- Informal Hearing Procedure

The Housing Authority may conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation. If the applicant currently lives in a high poverty census tract, the Housing Authority shall explain the advantages of moving to an area that does not have a high concentration of low-income families.

The Housing Authority shall take appropriate steps to ensure effective communication with all family members in accordance with HUD regulations. The Housing Authority shall provide applicants with information regarding Fair Housing and housing discrimination complaint forms. When an applicant claims that they have been subject to illegal discrimination that prevents leasing of a suitable unit, the Housing Authority shall provide the applicant with information on how to fill out a housing discrimination complaint.

Each household will receive necessary documents as required by regulation or current Housing Authority procedure. Upon issuance of a voucher, the family shall be responsible for finding an existing housing unit suitable to the holder's needs and wants. A voucher holder may select the dwelling unit in which he or she already resides if the unit meets Housing Quality Standards. The rent for the unit must also be reasonable as determined by the housing authority.

EXPIRATION, EXTENSION, AND ISSUANCE OF NEW VOUCHERS

1. Expiration and Extension of Vouchers

The Voucher shall expire at the end of sixty (60) days unless within that time the applicant has requested a lease approval.

If a Voucher is about to expire, an applicant must request, in writing, an extension to the Voucher. Approval of an extension shall be made at the sole discretion of the Housing Authority. The Housing Authority, at its discretion, may approve an extension on its own accord. The basis for this approval shall be documented.

If the Housing Authority believes there is a reasonable possibility that the applicant may find a suitable unit with additional advice or assistance, the Housing Authority may grant one or more extensions not to exceed a total of sixty (60) additional days. The special problem of ability to locate an accessible unit will be taken into account by the Housing Authority when considering requests by qualified disabled persons for extensions of Vouchers.

If the family needs and requests an extension of the initial voucher term or a reasonable accommodation to make the programs accessible to and usable by a family member with a disability, the PHA may extend the term of the Voucher up to 120 days from the beginning of the initial term. The HUD field office may approve an additional extension of the term.

The Housing Authority, at its discretion, may suspend the term of a Voucher after the applicant submits a Request for Approval of Assisted Tenancy. The basis for the suspension shall be **to provide time to review the lease and conduct the initial HQS inspection.**

Expiration of a Voucher shall not preclude the applicant from filing a new application for another Voucher in accordance with this policy.

2. Continued Participation When Participant Moves

- a. If a participant notifies the Housing Authority that it wishes to obtain another Voucher for the purpose of moving to another assisted unit, the participant must provide the Housing Authority with at least thirty (30) days notice of its intention to move with continued assistance and request a new Voucher.

The participant must also give the owner proper written notice as provided in the lease and provide the Housing Authority with a copy of the notice. The participant may be issued another Voucher if they are moving after one year of residency unless there are unusual circumstances, as determined by the Housing Authority. In some cases, the Housing Authority may require that the owner and the participant agree, in writing, mutually to terminate the lease.

- b. Repayment Agreement. If a participant owes money to the Housing Authority, the participant must sign a Repayment agreement to repay the Housing Authority any amounts owed.

- c. Denial of Voucher to Participant. If the Housing Authority denies a new Voucher to a participant, for any reason, the participant may request an Informal Hearing as provided in this policy.
- d. Moves Required by the Housing Authority. If a participant is required to move by the Housing Authority due to a change in family size or composition, the Housing Authority will notify the participant that exceptions to the occupancy standards may be requested and of the circumstances in which the exceptions may be granted.

3. Family Break-up and Continued Participation of Remaining Family Member(s)

If the Head of Household leaves the household, a new Voucher that reflects the change in the family size or composition may be issued to the remaining family member(s), at the discretion of the Housing Authority. The remaining member of a tenant family means an adult individual remaining in a unit when the Head of Household of an assisted family has moved, unless this individual was an unrelated member of the former family who was necessary to care for the well-being of an elderly or disabled head of household or spouse and whose income was not counted for eligibility or gross family rent determination purposes.

If the family size changes, the family may be able to stay where they are living provided that they elect to do so. Situations where this may occur include the death of a household member, and the separation of a couple. If the couple has no children, either the couple will decide who retains the voucher or the Housing Authority will decide based upon the apparent highest need for the assistance.

Continued assistance shall be based on a case-by-case basis, based on the circumstances of the individual case. When a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the Housing Authority shall be bound by the court's determination of which family members continue to receive assistance in the program.

4. Notice of Proposed Housing Assistance Payment Termination

Prior to terminating the Housing Assistance Payment contract, the Housing Authority shall provide the participant and owner thirty (30) days written notice.

REQUEST FOR APPROVAL OF ASSISTED TENANCY

The Request for Tenancy Approval and a copy of the proposed (unexecuted) Lease must be signed by both the owner and Voucher holder and submitted by the family during the term of the Voucher. The request must also be accompanied by a proof of ownership or management agreement and evidence that utilities can be turned on. The Voucher holder may only submit one request at a time and requests must be submitted by the Head of Household.

The Housing Authority will review the proposed lease and the Request for Approval of Assisted Tenancy documents to determine whether they can be approved.

1. Approval of Request for Approval of Assisted Tenancy

The Request will be approved if:

- a. The unit is an eligible type of housing.
- b. The unit meets HUD's Housing Quality Standards
- c. The rent is reasonable and may be approved.
- d. The proposed lease complies with HUD, Housing Authority, and state and local requirements.
- f. The owner may be approved and there are no conflicts of interest.

2. Disapproval of Request for Tenancy Approval

If the Housing Authority determines that the request cannot be approved for any reason, including due to incomplete or missing documents, the landlord and the family will be notified in writing. The Housing Authority will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given 10 calendar days to submit an acceptable Request for Tenancy Approval from the date of disapproval.

When, for any reason, the request is not approved, the Housing Authority will furnish another Request for Tenancy Approval form to the family along with the notice of disapproval so that the family can continue to search for eligible housing. All corrections to the request or the lease must be submitted in writing.

3. Eligible Types of Housing

The Housing Authority will approve any of the following types of housing in the Voucher Program:

- All structure types may be utilized including:
 - Manufactured homes where the tenant leases the mobile home and the pad.

- Manufactured homes where the tenant owns the mobile home and leases the pad

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development. A family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The Housing Authority will waive this restriction as a reasonable accommodation for a family member who is a person with a disability. The Housing Authority may not permit a Voucher holder to lease a unit that is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

4. Lease Review

The Housing Authority will encourage owners to use a lease that includes the HUD-mandated language. House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the Housing Authority to ensure they do not violate any fair housing provisions and do not conflict with the lease addendum. The required HUD addendum will be attached to all leases and a copy provided to the owner and participant.

Each housing assistance payment contract entered into by the Housing Authority and the owner of a dwelling unit:

- a. Shall provide that the lease between the tenant and the owner shall be for a term of not less than one year, except that the Housing Authority may approve a shorter term for an initial lease between the tenant and the dwelling unit owner if the Housing Authority determines that such shorter term would improve housing opportunities for the tenant and if such shorter term is considered to be a prevailing local market practice;
- b. Shall provide that the dwelling unit owner offer leases to tenants that are in a standard form used in the locality by the dwelling unit owner and contain terms and conditions that are consistent with state and local law and apply generally to tenants in the property who are not assisted under Section 8;
- c. Shall provide that during the term of the lease, the owner shall not terminate the tenancy except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable federal, state, or local law, or for other good cause;
- d. Shall provide that during the term of the lease, any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or any violent or drug-related criminal activity on or near such premises engaged in by the tenant of any unit, any member of the tenant's household, or any guest or other person under the tenant's control shall be cause for termination of tenancy;
- e. Shall provide that any termination of tenancy shall be preceded by the provision of written notice by the owner to the tenant specifying the grounds for that action, and any relief shall be consistent with applicable state and local law; and,

- f. May include any addenda required by HUD.

CONTRACT EXECUTION

1. Housing Assistance Payment Contract Execution Process

The Housing Authority shall enter into a Housing Assistance Payment (HAP) contract with the property owner. The Housing Assistance Payment Contract is a written contract providing housing assistance payments to the owner on behalf of the eligible family.

a. Housing Assistance Payment Contract Execution

- (i) The Housing Assistance Payment contract shall be in the form required by HUD.
- (ii) The term of the Housing Assistance Payment contract shall begin on the first day of the term of the lease and end on the last day of the term of the lease.
- (iii) The Housing Assistance Payment contract shall terminate if the lease terminates.
- (iv) The Housing Assistance Payment contract shall state the amount of Contract Rent and define the Housing Authority and owner's responsibilities under the program.
- (v) When the lease approval process is completed, the Housing Authority shall notify the landlord and family in writing of the lease approval or disapproval.
- (vi) The Housing Authority shall make an effort to execute the Housing Assistance Payment contract before the beginning of the lease term.
- (vii) The Housing Assistance Payment contract shall be executed no later than 60 calendar days from the beginning of the lease term.
- (viii) The Housing Authority shall not pay any Housing Assistance Payment to the owner until the Housing Assistance Payment contract has been executed.
- (ix) If the Housing Assistance Payment contract is executed during the period of 60 calendar days from the beginning of the lease term, the Housing Authority shall pay Housing Assistance Payment after the execution of the Housing Assistance Payment contract to cover the portion of the lease term before the Housing Assistance Payment contract was executed (maximum of 60 days).
- (x) Any Housing Assistance Payment contract executed after the 60-day period is void, and the Housing Authority shall not pay any Housing Assistance Payment to the owner.
- (xi) The Housing Assistance Payment plus tenant rent shall not be more than the rent to owner. It is the responsibility of the owner to return any overpayment.
- (xii) The owner shall not demand or accept any rent payment from the tenant in excess of the calculated tenant rent.

- (xiii) The family shall not be responsible for payment of the portion of the rent to the owner covered by the Housing Assistance Payment under the Housing Assistance Payment contract.
- b. Initiating Payments
- (i) Once the contract is executed, the Housing Authority shall begin processing payments to the landlord.
- (ii) If the Housing Authority fails to make a timely payment, the Housing Authority shall be obligated to pay all applicable state and/or local law late fees.
- (iii) Unless otherwise authorized by HUD, the Housing Authority shall only use the following sources for payment of late payment fees:
- (a) Administrative fee income; or,
- (b) Administrative fee reserve.
- c. The Housing Assistance Payment equals the lesser of:
- (i) The maximum subsidy determined by the Payment Standard minus total tenant payment (greater of 30% of the Monthly Adjusted Income; 10% Adjusted Income; or the minimum rent) or;
- (ii) The gross rent charged by the owner, minus the total tenant payment,
- d. Distribution of Housing Assistance Payments
- The monthly Housing Assistance Payment is distributed as follows:
- (i) The Housing Authority pays the owner the lesser of the Housing Assistance Payment or the rent to owner.
- (ii) If the Housing Assistance Payment exceeds the rent to owner, the Housing Authority may pay the balance of the Housing Assistance Payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

2. Change In Ownership

- A change in ownership does require execution of a new contract.
- The Housing Authority will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.
- The Housing Authority must receive a written request by the old owner in order to change the Housing Assistance Payment payee.

3. Change In Total Tenant Payment (TTP) Prior To Housing Assistance Payment Effective Date

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

RENT REASONABLENESS

1. Disapproval of Proposed Rent

If the proposed rent is not reasonable, at the family's request, the Housing Authority will negotiate with the owner to reduce the rent to a reasonable rent.

2. Fees and Charges to Family

The cost of meals or supportive services may not be included in the rent to owner, and the value of meals or supportive services may not be included in the calculation of reasonable rent.

The lease 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.

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at not additional cost to unsubsidized tenants in the premises.

3. Rent Reasonableness: Comparability Factors

During Section 8 tenancy, an owner's rent must be "reasonable." The Housing Authority shall determine whether initial or adjusted rent for a Section 8 unit is reasonable in comparison with rent for units in the private unassisted market. To determine comparability, the Housing Authority shall consider:

- a. Location, quality, size, unit type, and age of the contract unit, and
- b. Any amenities, housing services, maintenance, and utilities to be provided by the owner in accordance with the lease.

4. Re-determination of Rent Reasonableness

The Housing Authority shall conduct a re-determination of reasonable rent in two cases:

- a. Before any increase of rent to owner; or,
- b. If there is a five percent (5%) decrease in the published Fair Market Rent (in effect 60 days before the contract anniversary) as compared with the Fair Market Rent in effect one year before the contract anniversary.

5. Documentation

The Housing Authority shall maintain records to document the basis for each determination that the initial and adjusted rent to the owner is reasonable during the assisted tenancy.

- a. The PHA shall document on a case-by-case basis that the approved rent is reasonable in comparison to rent for the comparable unassisted units.

- b. The following items will be used to document rent reasonableness: size (bedroom/square footage), location, quality, amenities, housing services, age of unit, unit type, and utilities maintenance.
- c. In the tenant-based programs, a comparability determination shall be kept for at least three (3) years.

6. Limitations

Owner rents for some units may be subject to limits in addition to rent reasonableness to ensure that participants do not receive excessive compensation by combining HUD program assistance with assistance from other Federal, State, or local agencies, or with low income housing tax credits. Limits apply to:

- a. Units subject to rent control under local law;
- b. Units subject to rent restrictions under rules for the HUD HOME program;

7. Methodology

The Housing Authority will collect information on rents charged by the owner for other units in the premises or elsewhere. By accepting each monthly Housing Assistance Payment from the Housing Authority, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. Failure by the owner to provide other rent information to the Housing Authority may be cause for termination from the program.

The Housing Authority will also collect information on rents charged by owners of unassisted units. This data will be gathered from newspapers, realtors, inquiries of owners, and other available sources. The market areas for rent reasonableness are census tracts within the Housing Authority's jurisdiction. Subjects within a defined housing market area will be compared to similar units within the same area.

The Housing Authority maintains a database that includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an on-going basis and purged when it is more than 12 months old.

The Housing Authority uses an appraisal method and tests subject units against selected units in the same area with similar characteristics. Adjustments are made for favorable and unfavorable differences between the subject unit and the comparables. Amenities, services, and facilities are given point values. The comparability analysis will use a minimum of three (3) comparables to determine the comparability of the adjusted rent.

RENT POLICY (Family Share of Rent)

1. Family Share of Rent

Family share of rent shall be calculated based on:

- 30% of the monthly adjusted income of the family; or,
- 10% of the monthly income of the family; or,
- Welfare Rent (payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the actual housing costs of the family, is specifically designated by that agency to meet the housing costs of the family, the portion of those of those payments that is so designated), or
- Minimum Rent.

2. Minimum Rent

PHAs may establish a minimum rent up to \$50 per month for voucher participants. If the PHA adopts a minimum rent policy, it must also establish a policy for hardship situations and include that policy in the Administrative Plan.

The New Smyrna Beach Housing Authority has established a minimum rent policy to require families to pay a minimum monthly rent of \$50. This minimum rent shall include any amount allowed for utilities.

3. Exemption for Hardship Circumstances

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- a. 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 an alien 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 Reconciliation Act of 1996;
- b. The family would be evicted as a result of the imposition of the minimum rent requirement;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the immediate family has occurred.

If a participant requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. In such a case, if the participant thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the participant from the minimum rent requirement for such 90-day period.

4. Payment Standard

The payment standard shall be used to determine the monthly assistance that may be paid for any family. The payment standard for each size dwelling unit in a market area shall not exceed 110% of the HUD published fair market rent (FMR) for the same size of dwelling unit in the same market area and shall not be less than 90% of the HUD published FMR.

5. Maximum Housing Assistance Subsidy

Under the Housing Choice Voucher Program the HAP subsidy is the lower of:

- The payment standard minus the Total Tenant Payment (TTP), or
- The gross rent (rent to owner plus utility allowance) minus the TTP

The maximum housing assistance payment for the family shall be the payment standard minus the TTP. The TTP is the greatest of the following:

- 30% of the monthly adjusted income of the family.
- 10% of the monthly income of the family.
- Welfare rent
- Minimum rent

6. Rent Exceeding the Payment Standard

If the rent for the unit (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard, the family shall be required to pay the amount that exceeds the payment standard.

7. Forty Percent (40%) Limitation

At the time a family initially receives tenant-based assistance with respect to any dwelling unit, (new admissions and/or moves to new units) the total amount that a family may be required to pay for rent may not exceed 40% of monthly adjusted income of the family.

8. Rent Reasonableness

The rent for dwelling units for which a housing assistance payment contract is established shall be reasonable in comparison with rents charged for comparable dwelling units in the private, unassisted local market.

The Housing Authority, at the request of the family, may assist that family in negotiating a reasonable rent with a dwelling unit owner. The Housing Authority shall review the rent for a unit under consideration by the family (and all rent increases for units under lease by the family) to determine whether the rent (or rent increase) requested by the owner is reasonable.

If the Housing Authority determines that the rent (or rent increase) for a dwelling unit is not reasonable, the Housing Authority shall not make housing assistance payments to the owner with respect to that unit.

9. Rent Calculation for Manufactured Housing

For assistance to a family that owns a manufactured home, the rent for the space on which a manufactured home is located and with respect to which assistance payments are to be made shall include maintenance and management charges and tenant-paid utilities and in accordance with HUD guidelines.

10. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

PAYMENT STANDARDS

Establishment and Changing of Payment Standards

Payment Standards are used to determine the amount of assistance the Authority will provide to owners on behalf of the participants in the Voucher Program. The payment standard for a family is the lower of the payment standard for the family unit size; or, the payment standard for the unit size rented by the family.

- a. Increasing the Payment Standard. The Housing Authority may, at its discretion, adopt annual increases of Payment Standard amounts on the Payment Standard Schedule so that participants can continue to afford to lease units with assistance under the Housing Voucher Program. The Payment Standard shall not be less than 90% of the current Fair Market Rents for the city or county in which the unit is located.
- b. Decreasing the Payment Standard. When revised Section 8 Fair Market Rents are published for effect in the Federal Register and any Fair Market Rent or HUD-approved, community-wide exception rent is lower than the corresponding Payment Standard amount on the Housing Authority's Payment Standard Schedule, the Housing Authority shall adopt a new Payment Standard amount not more than the revised Fair Market Rents or the HUD approved community-wide exception rent.
- c. Effect on Participants. Unless there has been a change in family size or composition or a change in the Housing Authority's Occupancy Standards, the Payment Standard for a participant at the time of recertification may not be less than the Payment Standard previously used for the participant in the unit.

SUBSIDY STANDARDS

The subsidy standards determine the number of bedrooms for a family. “Family unit size” is the appropriate number of bedrooms for a family under the Housing Authority subsidy standards. The family unit size is used to determine the maximum rent subsidy for a family. The Housing Authority’s subsidy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing guidelines.

1. Voucher Size

Generally, the Housing Authority assigns units on the basis of two persons per bedroom within the following guidelines:

- a. Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.
- b. Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.
- c. Space may be provided for a child who is away at school but who lives with the family during school recesses.
- d. Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- e. Adults of different generations will have separate bedrooms.
- f. Single person families will be allocated (zero/one) bedroom.
- g. A live-in aide may reside in the unit to provide necessary supportive services for a member of the assisted family who is a person with disabilities. A live-in aide will be allocated one bedroom. This principle also applies when a person with disabilities chooses to reside in certain special housing types: congregate housing, a group home, shared housing, or a cooperative.

Voucher Size	Minimum # of Persons/Household	Maximum # of Persons/Household
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	6	10

2. Exceptions to Subsidy Standards

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

UTILITY ALLOWANCE

1. Policy

The Housing Authority will maintain a utility allowance schedule for all tenant paid utilities, for cost of tenant supplied refrigerators and ranges, and for other tenant paid housing services, such as trash collection, including disposal of waste and refuse.

The Housing Authority will review its schedule of utility allowances each year and will revise its allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority will maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.

The Housing Authority will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family and, at reexamination, the Housing Authority will use the current utility allowance schedule.

2. Direct Housing Authority Payment of Tenant Utility Cost

In cases where the Housing Assistance Payment exceeds the rent to owner, the Housing Authority will pay the balance of the Housing Assistance Payment to the family as a utility reimbursement.

INITIAL INSPECTION

Before approving a lease, the Housing Authority shall inspect the unit for compliance with Housing Quality Standards and Lead-Based Paint Regulation Requirements. If there are defects or deficiencies which must be corrected in order for the unit to be decent, safe and sanitary, the owner shall be advised by the Housing Authority of the work required to be done. The Head of Household must be present for inspections.

Before a Contract is executed, the unit must be reinspected to ascertain that the work has been completed and that the unit passes Housing Quality Standards.

VACATED/ABANDONED UNITS

If the participant abandons the unit for thirty (30) days or more, the Housing Authority will assume that the participant has left the unit and will terminate assistance the following month. The participant will not be eligible for assistance for three (3) years following the abandonment. The owner is responsible for notifying the Housing Authority of abandonment in accordance with the contract documents between the owner and the Housing Authority.

If an assisted family vacates a dwelling unit before the expiration of the lease, rental assistance pursuant to this contract may not be provided for the unit after the month during which the unit was vacated.

PART C
CONTINUED PARTICIPATION

MAINTENANCE, OPERATION AND INSPECTIONS

1. Maintenance and Operation

The owner shall provide all the services, maintenance and utilities that he or she agrees to provide under the Lease, subject to termination of Housing Assistance Payments or other applicable remedies if the owner fails to meet these obligations. The owner must correct life-threatening defects within 24 hours and must correct other defects within no more than 30 calendar days.

2. Housing Quality Standards (HQS)

Housing Quality Standards (HQS) are standards for safe and habitable housing established by HUD, by local housing codes, or by codes adopted by the Housing Authority that meet or exceed HUD's housing quality standards. All units rented under the Section 8 program must meet the applicable housing quality standard. The PHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet

3. Inspections

The Housing Authority shall inspect every unit under the program before any assistance payment is made to determine whether the dwelling unit meets the housing quality standards, unless the Housing Authority owns the dwelling unit. The Head of Household must be present for all inspections.

The initial inspection of dwelling units shall be made by the Housing Authority before the expiration of the 15-day period beginning upon a request by the resident or landlord to the Housing Authority.

The Housing Authority shall make an annual inspection of each assisted dwelling unit to determine whether the unit is maintained in accordance with HQS. The Housing Authority shall utilize procedural guidelines and performance standards as established by HUD and shall conform such inspections to practices utilized in the private housing market.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice. Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m., preferably 8:00 a.m. and 12:00 p.m. The PHA will notify the family in writing at least 10 days prior to the inspection.

4. Periodic Inspection/Quality Control Inspections

The Housing Authority will inspect each dwelling unit leased to a family at least annually and at such other times as may be necessary to assure that the owner is meeting the obligation to maintain the unit in decent, safe and sanitary condition and to provide the agreed upon utilities and other services. The Housing Authority shall notify the owner of any defects and shall consider complaints and other information brought to their attention.

5. Units Not Decent, Safe and Sanitary

Certain deficiencies are considered the responsibility of the family: These include but are not limited to :

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

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

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination within 5 days of the inspection.

If a unit fails inspection, the landlord will be notified in writing. Deficiencies will be corrected in accordance with the schedule below.

If non-emergency violations of HQS are determined to be the **responsibility of the family**, the PHA will require the family to make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the PHA will terminate assistance to the family. The Executive Director must approve extensions in these cases.

The owner's rent will not be abated for items that are the family's responsibility. If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated

When a unit fails an annual or special inspection the next HAP payment may be held by the Authority. The payment will be released, and the landlord's status reinstated if the work necessary to enable the unit to pass the HQS inspection is completed within 30 days.

Time Standards for Repairs:

1. Emergency items that endanger health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 days.
3. For major repairs, the Executive Director may approve an extension beyond 30 days.

If the owner fails to maintain a dwelling unit in decent, safe and sanitary condition, the Housing Authority may exercise any of its rights and remedies under the Contract, including termination of Housing Assistance Payments (even if the family continues in occupancy) and termination of the Contract. If the Housing Authority decides to terminate the Contract, and the family wants to move to another dwelling unit with assistance under the Housing Authority's Section 8 Program, the Housing Authority shall issue another Voucher to the family unless grounds exist for the denial or termination of assistance as stated in this policy.

RECERTIFICATION OF FAMILY INCOME AND COMPOSITION

1. Annual Recertifications

The Housing Authority must reexamine the income and family composition of all participants at least once every 12 months. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status. In the event the participant fails to bring all supporting documentation, the recertification will be rescheduled. After consultation with the participant and upon verification of the information, the Housing Authority shall make appropriate adjustments in the Total Tenant Payment in accordance with schedules and criteria established by HUD or as determined by the Housing Authority.

A family's eligibility for Housing Assistance Payments shall continue until the amount payable by the family equals the Gross Rent for the dwelling unit it occupies, i.e. the Housing Assistance Payments equals zero (0) for a period of six (6) months. The termination of eligibility at such point will not affect the family's other rights under its lease nor will such termination preclude the resumption of payments as a result of subsequent changes in income or rents or other relevant circumstances during the term of the contract and lease.

If the Contract terminates at a time when the family is eligible for payments, the Contract shall not be renewed. Additionally, if six (6) months have elapsed since the date of the last re-certification, the Contract shall be terminated.

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

a. Reexamination Notice to the Family

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

b. Persons with Disabilities

Persons with disabilities who are unable to come to the Housing Authority's office will be granted an accommodation by conducting the interview either at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

c. Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to 5 days prior to the interview.

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

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

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

d. Documentation and Verification

The Housing Authority will obtain and document in the tenant file third party verification of the following factors:

- (i) Reported family annual income;
- (ii) The value of assets;
- (iii) Expenses related to deductions from annual income; and
- (iv) Other factors that affect the determination of adjusted income.

If third party verification is not obtained, the Housing Authority will document in the tenant file why third party verification was not obtained for the above factors.

e. Tenant Rent Increase

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

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

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

f. Tenant Rent Decreases

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

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

2. Interim Reexaminations

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

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

In the event a family reports zero income or income is historically unstable, the Housing Authority will schedule an interim reexamination every three (3) months.

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

a. Interim Reexamination Policy

The Housing Authority will conduct interim reexaminations when families have an increase in income.

Families will be required to report all increases in income/assets within 10 (calendar days) of the increase.

b. Decreases in Income

Participants may report a decrease in income and other changes that would reduce the amount of tenant rent, such as an increase in allowances or deductions.

The Housing Authority must calculate the change if a decrease in income is reported and verified.

c. Housing Authority Errors

If the Housing Authority makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively.

Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

d. Other Interim Reporting Issues

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

(ii) An interim reexamination will be scheduled for families with zero and/or unstable income every 30 days.

3. Notification Of Results Of Recertifications

The HUD form 50058 will be completed and transmitted as required by HUD. The Notice of Rent Change is mailed to the owner and the participant. The Housing Authority does not require signatures. If the family disagrees with the rent adjustment, they may request an informal hearing.

4. Standard for Timely Reporting of Changes

The Housing Authority requires that families report interim changes to the Housing Authority within 10 days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within 10 days of the change.

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

5. Procedures when the Change is Reported in a Timely Manner

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

- a. Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.
- b. Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported.
 - However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.
 - The change may be implemented based on documentation provided by the family, pending third-party written verification.
 - The change will not be made until the third party verification is received.

6. Procedures when the Tenant does Not report the Change in a Timely Manner

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

- a. Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to (sign a Repayment Agreement/make a lump sum payment).
- b. Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

7. Procedures when the PHA does Not process the Change in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the Housing Authority does not process the change in a timely manner.

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

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

8. Reporting of Changes in Family Composition

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

Household composition increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the Housing Authority.

If the addition would result in overcrowding according to subsidy standards:

- The Housing Authority will not approve the addition other than birth, adoption or court-awarded custody.
- The Housing Authority will issue a larger Voucher if funds are available, or put the family on the Transfer List.
- The Housing Authority will issue a larger Voucher (if needed under the Subsidy Standards) for additions to the family in the following cases:
 - Addition by marriage/or marital-type relation.
 - Addition of a minor who is a member of the nuclear family who had been living elsewhere.
 - Addition of an Housing Authority-approved live-in attendant.
 - Addition of any relation of the Head or Spouse.
 - Addition due to birth, adoption or court-awarded custody.
- Families who need a larger Voucher because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in Voucher shall be made effective immediately.

9. Continuance of Assistance for "Mixed" Families

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

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

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

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

10. Termination of Assistance

If termination of assistance is required, the Housing Authority will notify the family in writing a minimum of thirty (30) days prior to the termination and give the reasons for the termination. The family will also be notified in writing of the hearing procedures. If a hearing procedure is conducted, and the matter is decided in favor of the Housing Authority, the Housing Authority will give the family and the owner a notice in writing of the termination of the Housing Assistance Payment, with an effective date being the last day of the month following the month in which the notice was issued.

11. Termination of Assistance due to Insufficient Funding

In the event the Housing Authority determines that there is insufficient funding to continue assistance to all participants, including any HAP reserves, the following procedures will be followed:

- a. Any current voucher that is issued but not under contract will be cancelled and the applicant will be returned to the top of the waiting list.
- b. Assistance will be terminated to the most recently contracted participants until the program returns to financial viability. These participants will be returned to the top of the waiting list and will be provided a preference under the Housing Authority's public housing program.

OWNER DISAPPROVAL AND RESTRICTION

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

DISAPPROVAL OF OWNER

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

The HA will disapprove the owner for the following reasons:

- HUD, or other agency directly related, has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the has owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery, or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug trafficking.

OWNER RESTRICTIONS AND PENALTIES

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

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

The HA guidelines for restrictions are contained in the table below:

DISAPPROVAL OF OWNERS/PARTICIPATION RESTRICTIONS

Breach	Penalty
HUD notification of owner debarment/suspension	Termination
HUD notification of violation of fair housing/federal equal opportunity	Termination
Violation of contract obligations.	Abatement*
Accepting HAP for vacant units	Termination
Owner fraud, bribery, or other corrupt act in federal housing program	Termination
Owner engaged in drug trafficking	Termination
History of noncompliance with HQS	Abatement*
History of renting units below code	Termination
State/local real estate taxes, fines, or assessments	Termination

**Abatement occurs to afford an opportunity to correct, termination may follow.*

OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation, or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate. The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable .

FAMILY OR OWNER DEBTS TO THE HA

Repayment Agreements For Families

The Housing Authority has the option of entering into a repayment agreement with a Section 8 participant for moneys owed to the Housing Authority because of Section 8 program violations and/or for moneys owed under the Public Housing program by persons or families subsequently receiving rental assistance under the Section 8 program. The Housing Authority may consider rental history, ability to repay, severity of the violation, existence of other violations, and any other factors it deems appropriate in making the determination to grant or deny a repayment agreement.

If the Housing Authority grants a repayment agreement, the family will be required to sign a formal document acknowledging the debt, in a specific amount, agreeing to repay the amount due at specific time periods. The document shall state that family's failure to make payments as agreed upon in the document shall be grounds for termination of assistance without the possibility of a hearing.

In the case of moneys' being owed to the HA as a result of failure to report income, the HA will offer to enter into a repayment agreement only once. Subsequent offenses will result in termination of assistance.

Repayment schedules are as follows:

Amount of Debt	Timeframe for Payment
0 - \$200	30 days
\$201-\$500	60 days
\$501-\$1,000	6 months
\$1,000 and Above	1 Year

Repayments must be made in the form of check or money order; the Housing Authority cannot accept cash.

Debts Due To Fraud/Non-Reporting Of Information

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

Family Error/Late Reporting

Families who owe money to the HA due to the family's failure to report increases in income will be required to repay in accordance with the schedule shown above. If the family pays the amount in full within this time period, the HA will continue assistance to the family.

Program Fraud

Families who owe money to the HA due to program fraud will be required to repay the amount in full within 30 days. If a family owes any amount as a result of program fraud, the case will be referred to Inspector General or State Attorney. Where appropriate, the HA will refer the case for criminal prosecution.

Owner Debts To The HA

If the HA determines that the owner has retained Housing Assistance Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the HA will:

- Require the owner to pay the amount in full within 30 days,
- Pursue collections through the local court system,
- Restrict the owner from future participation if not repaid in full.

Writing Off Debts

Debts will be written off only if the debtor is deceased or the debtor is confined to an institution indefinitely or for more than 3 years.

GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE

This section states the grounds for denial of assistance to an applicant or for denial or termination of assistance to a participant because of action or inaction by the applicant or participant.

1. Denial

The Housing Authority may deny an applicant admission to participation in the program, may deny issuance of another Voucher to a participant who wants to move to another dwelling unit, and may decline to enter into a Contract or to approve a lease, where requested by a participant, in the following cases:

- a. If the applicant or participant currently owes rent or other charges to the Housing Authority or another Housing Authority in connection with the Section 8 Program or Public Housing Program under the U.S. Housing Act of 1937;
- b. If the applicant (as a previous participant in the Section 8 Program) or participant has not reimbursed the Housing Authority or another Housing Authority for any amounts paid to an owner under a Contract for rent, or other amounts owed by the family under the Lease, or for a vacated unit;
- c. If the applicant or participant has committed any fraud in connection with any federal housing assistance program;
- d. If the applicant or participant has breached an agreement described in Paragraph 1, a, b, and c.
- e. If the applicant or participant has violated any of the family obligations, some examples of which are listed below, or any other obligations of the family under the Section 8 Voucher Housing Program to:
 - (i) supply such certification, release, information or documentation as the Housing Authority or HUD determines to be necessary in the administration of the program, including information required for regular and interim recertifications of income and family composition;
 - (ii) allow the Housing Authority to inspect the dwelling unit at reasonable times and after reasonable notice;
 - (iii) notify the Housing Authority before vacating a unit;
 - (iv) use the dwelling unit solely for residence by the family and as the family's principal place of residence and shall not assign the Lease or transfer the unit;
 - (v) not own or have any interest in the dwelling unit (other than a manufactured home if applicable);
 - (vi) not commit any fraud in connection with the Section 8 Existing Housing Voucher program; and,

- (vii) not receive duplicative assistance under the Voucher program while occupying or receiving housing assistance for occupancy of any other unit assisted under any federal housing assistance program (including Section 8 and Public Housing).
- f. When the unit is determined to be in violation of Housing Quality Standards due to tenant neglect.

2. Denial/Termination: Alcohol Abuse, Drug Use, Drug-Related and Violent Criminal Activity

The Housing Authority Section 8 Program recognizes that alcohol abuse, drug use, and drug-related criminal activity and violent criminal activity continues to be a serious national, regional and local social problem, and that it is in the state's best interest and in the best interest of the people it serves to deny and/or terminate Section 8 Housing Assistance in certain circumstances where persons have engaged in alcohol abuse, drug use, and drug-related or violent criminal activities. Thus, in accordance with federal regulations designed to permit the denial of Section 8 Housing Assistance to applicants, and the termination of Section 8 housing assistance to participants who have engaged in alcohol abuse, drug use, drug-related criminal activity or violent criminal activity, the Housing Authority:

- a. Will require the disclosure of information concerning arrests, convictions, and evictions relative to alcohol abuse, drug use, and/or drug-related or violent criminal activity from all applicants, including family members.
- b. May require the applicant, including family members to sign an authorization to release the applicant's, including family members, criminal record (if any) by the appropriate law enforcement authority.
- c. May deny admission to the program if an applicant, including family member, has been convicted of the sale, distribution, or possession with the intent to distribute a controlled substance, or has been convicted of a felonious offense where the health or safety of others was threatened or harmed.
- d. May require a participant (family representative(s)) signing a lease, to sign the lease addendum for Drug-Free Housing.
- e. May terminate housing assistance for a participant, including family member, who is evicted for the sale, distribution, or possession with the intent to distribute a controlled substance, or evicted for a felonious offense where the health or safety of others was threatened or harmed.

In determining whether to deny admission or terminate assistance under the Section 8 program to any household based on a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol by a household member, the Housing Authority may consider whether such household member 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 (as applicable); has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or is participating in 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 (as applicable).

3. INS Denial or Termination

Assistance to applicant shall be denied, and a tenant's assistance shall be terminated, in accordance with the procedures for any of the following events:

- a. Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,
- b. Evidence of citizenship and eligible immigration status is submitted timely, but INS primary and secondary verification does not verify eligible immigration status of a family member; and,
 - (i) The family does not pursue INS appeal or Housing Authority Informal Hearing rights; or,
 - (ii) INS appeal and Housing Authority Informal Hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

4. Discretion to Enter into An Agreement

In the cases described above, the Housing Authority may, at its own discretion, offer the applicant or participant the opportunity to enter an agreement to pay amounts owed to the Housing Authority or any other Housing Authority. If the Housing Authority elects to make such an offer, the agreement shall be on terms prescribed by the Housing Authority.

5. Termination of Housing Assistance Payment Contracts

In the following cases, the Housing Authority may terminate Housing Assistance Payments that are being made on behalf of the participant under an outstanding contract:

- a. If the participant is absent from the unit for 30 consecutive days;
- b. If the participant has caused Housing Quality Standards violations;
- c. If the participant has committed any fraud in connection with any federal housing assistance program;
- d. If the participant has violated any family obligation under the Section 8 Housing Program as stated in the Housing Voucher;
- e. If the participant has breached an agreement as described above in this policy, or;
- f. If any member of the family fails to sign and submit consent forms for obtaining continuing eligibility factor verification.

6. Zero Subsidy Termination

For tenants whose subsidy payment is \$0.00, assistance shall be terminated after six (6) months.

- a. The Housing Authority shall restart Housing Assistance Payments for \$0.00 assistance families if less than 180 days elapsed since last payment; family notifies the Housing Authority of income reduction or Gross Rent increased so family's Total Tenant Payment is not greater than Gross Rent; and the family moves to new unit where there is Housing Assistance Payments.
- b. After 180 days at \$0.00 Housing Assistance Payments, the family must reapply to receive further assistance.

7. Contract Enforcement

The provisions of this administrative plan shall not affect or limit the right of the Housing Authority to exercise any contract remedy against the owner under an outstanding Contract, including the termination of Housing Assistance Payments to the owner.

8. Fraud

If the Housing Authority has reason to believe that a family may have committed fraud, the Housing Authority will take action to determine whether there has been program abuse.

9. Termination of Assistance

Once the Housing Authority decides to terminate assistance due to fraud, the Housing Authority will provide both the family and the owner with a 30 day Notice of Termination of the Housing Assistance Payment contract. The Housing Authority may require repayment by the family of excess Housing Assistance Payment made on their behalf by the Housing Authority. Further, the Housing Authority shall refer all fraud cases to the Regional Inspector General for Investigation or to local or state prosecutors with a copy to Regional Inspector General for investigation and possible criminal prosecution.

10. Owner Termination of Tenancy

During the term of the lease, the owner may terminate tenancy for:

- serious or repeated violations of the lease;
- violation of federal, state, or local occupancy law;
- other good cause.

Termination of tenancy for “other good cause”:

- not accepting the offer of new lease or revision (can only be used after the first term of the lease);
- family history of disturbance to neighbors, destruction of property, or living or housekeeping habits which result in damage to the unit or premises;
- owner desires the unit for personal or family use or for other than residential rental unit (can only be used after the first term of the lease);
- business or economic reason such as sale of the property, renovation, or request for higher rent than the Housing Authority can approve (statutory 90-day notice required, can only be used after the first term of the lease).

PART D
PORTABILITY

PORTABILITY

Portability applies to families moving into or out of housing authority jurisdiction. Under portability, families are eligible to receive assistance to lease a unit outside of the housing authority's jurisdiction. The unit may be located in the jurisdiction of a PHA anywhere within the United States that administers a tenant-based program.

1. Portability into the Housing Authority Jurisdiction

If a Voucher holder wishes to move from another jurisdiction to the county, the Housing Authority at its discretion, will issue one of its own Vouchers provided it has available Vouchers to issue. If the Housing Authority does not have available Vouchers, it will bill the initial Housing Authority for assistance payments made on behalf of the family and limit the family to one move in any twelve month period.

When contacted by the family, the Housing Authority shall inform the initial Housing Authority whether it will administer the existing Voucher, or absorb the family. The Housing Authority shall issue a Voucher for the term remaining and shall use the Housing Authority subsidy standards for issuance. The portable family must submit a Request for Approval of Assisted Tenancy to the Housing Authority during the term of the Voucher. The Housing Authority shall notify the initial Housing Authority if the family fails to submit a Request for Approval of Assisted Tenancy within the allotted time frame.

The Housing Authority will perform all of the functions normally associated with providing assistance to a family in a Housing Voucher Program including initial certification of the family's income, lease approval, annual recertification of income and annual inspection of the unit.

Whether the Housing Authority or the initial Housing Authority administers the assistance, income limits of the area the family wants to move will be used to determine eligibility and the Payment Standards of the Housing Authority will be used to determine the amount of rent to be paid to the owner.

2. Portability Out of the Housing Authority Jurisdiction

If a participant in the Housing Authority's Voucher Program notifies the Housing Authority that he/she wishes to move to another jurisdiction and informs the Housing Authority concerning the area in which the family wants to move, the Housing Authority will determine whether the receiving Housing Authority administers a Housing Voucher Program and determine whether the receiving Housing Authority is willing to accept the family and issue one of its Vouchers.

The Housing Authority shall advise the portable family on how to contact the receiving Housing Authority and request assistance from the same.

The Housing Authority will:

- Notify the receiving Housing Authority to expect the family;
- Verify to the receiving Housing Authority that the family met income-eligibility requirements for admission to the program and that a Voucher was issued to the family;

- State the date by which the family must submit a Request for Approval of Assisted Tenancy in the jurisdiction of the receiving Housing Authority.
- Comply with the receiving Housing Authority's procedures for incoming portables.
- Supply the receiving Housing Authority with current 50058 and related verifications.
- Comply with financial procedures required by HUD, including the use of HUD required billing forms.
- Comply with billing and payment deadlines.
- Manage its programs so that it has the financial ability to provide assistance to portable/non-portable families.
- Absorb portable families pursuant to HUD requirements.

3. Denying Family Requests to Move under the Portability Procedures

The Housing Authority may only deny a family's request to move under portability if it has grounds to do so under the program regulations, which are as follows:

- The Housing Authority has grounds to deny the move because of the family's action or failure to act as described in 24 CFR Part 982.552, which includes:
 - If the family violates any family obligations under the program.
 - If any member of the family has been evicted from federally assisted housing in the last five (5) years.
 - If a PHA has ever terminated assistance under the program for any member of the family.
 - If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - If the family currently owes rent or other amounts to the Housing Authority or to any other PHA in connection with Section 8 or public housing assistance under the 1937 Housing Act.
 - If 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.
 - If the family breaches an agreement with the Housing Authority to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.

- If a family participating in the FSS program fails to comply, without good cause, with the family’s FSS contract of participation.
- If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- If a welfare-to-work family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.
- The Housing Authority has grounds to deny the move because of the family’s action or failure to act as described in 24 CFR Part 982.553, which includes:
 - If any member of the family commits a drug-related crime.
 - If any member of the family commits a violent crime.
- The family is a non-resident applicant, or the family was a non-resident applicant that has not yet been assisted in the initial PHA jurisdiction for twelve (12) months since being admitted to the program.
- The family is an applicant and is not income-eligible in the area in which they wish to initially lease a unit.
- During the initial 12-month period after admission to the program, neither the head of household or spouse of an assisted family NOT already having a “domicile” (legal residence) in the jurisdiction of the initial housing authority at the time when the family first submitted an application for participation in the program to the initial housing authority.
- The PHA does not have sufficient funding for continued assistance to support the move. The Housing Authority may only deny a request to move to a higher cost area if the Housing Authority would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including available HAP reserves) for housing assistance payments. Before denying the family’s request, the Housing Authority must contact the receiving PHA and confirm that the receiving PHA will not absorb the family.
- The family has moved out of its assisted unit in violation of the lease. This provision does not apply to persons moving out of a unit solely due to conditions as described in the Violence Against Women Act 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.

4. Absorption or Administration

The Housing Authority will accept a family with a valid Voucher from another jurisdiction and decide whether to administer or absorb the Voucher. Generally, the housing authority will absorb

incoming portable families; however, when the housing authority is leased to full capacity the subsidy will be administered on behalf of the initial PHA.

For initial lease-up, the family must be within the receiving housing authority's income limits. All administrative policies apply to incoming portable families.

PART E
REVIEWS AND HEARINGS

INFORMAL REVIEWS

This section sets forth the procedures for an Informal Review accorded applicants who have been determined by the Housing Authority not to meet the preference definition, or if they have been determined by the Housing Authority to be ineligible for participation.

1. Eligibility for an Informal Review

Applicants are entitled to an Informal Review if they have been determined by the Housing Authority to be ineligible for participation.

- a. Notice to Applicant. The Housing Authority shall give an applicant prompt written notice of a decision denying qualification for a preference or denying assistance to the applicant including a decision denying listing on the Housing Authority's waiting list, issuance of a Voucher, or participation in the program. The notice shall state that the applicant may request an Informal Review of the decision.
- b. Request by the Applicant. If the applicant requests an Informal Review, the request must be made in writing and must be made within ten (10) working days from the date of the notice.
- c. INS Related Informal Reviews. After receiving notification of the INS decision on appeal, or in lieu of requesting an appeal to the INS, the applicant family may request that the Housing Authority provide an Informal Review. This request must be made either within 14 days of the date the Housing Authority mails or delivers the notice of denial of assistance, or within 14 days of the mailing of the INS appeal decision (established by the date of the postmark).

The Housing Authority shall extend the period of time for requesting a review (for a specified period) upon good cause shown.

2. Decisions Not Subject to Review Procedures

Applicants cannot request an Informal Review for the following purposes:

- a. To review discretionary administrative determinations by the Housing Authority or to consider general policy issues or class grievances;
- b. To review the Housing Authority's determination of the number of bedrooms entered on a Voucher;
- c. To review the Housing Authority's determination that a unit located by the Voucher holder does not meet Housing Quality Standards;
- d. To review the Housing Authority's decision not to approve the lease for a unit; or
- e. To review the Housing Authority's decision to disapprove a request by a Voucher holder to extend the term of the Voucher.

3. Informal Review Procedure

- a. The review will be conducted by person(s) other than those who made or approved the decision and their subordinates;
- b. The applicant shall be provided the opportunity to examine and copy, at the applicant's expense and at a reasonable time in advance of the review, any documents in the possession of the Housing Authority pertaining to the applicant's eligibility status, or in the possession of the INS (as permitted by INS regulations), including any records and regulations that may be relevant to the review;
- c. The applicant shall be provided the opportunity to present evidence and arguments in support of their eligibility and eligible immigration status. Evidence may be considered without regard to admissibility under rules of evidence applicable to judicial proceedings;
- d. The applicant shall be provided the opportunity to controvert evidence relied upon by the Housing Authority and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority relies;
- e. The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf;
- f. The applicant shall be entitled to arrange for an interpreter to attend the review, at the expense of the applicant or the Housing Authority, as may be agreed upon by both parties;
- g. The applicant shall be entitled to have the review recorded by audiotape (a transcript of the review may, but is not required to, be provided by the Housing Authority); and,
- h. The Housing Authority shall provide the applicant family with a written final decision, based solely on the facts presented at the review, within 14 days of the date of the Housing Authority Informal Review. The decision shall state the basis for the decision.
- i. Applicants may present oral or written objections to the decision.
- j. After the review is completed, the Housing Authority must promptly notify the applicant in writing of the final decision and state the reasons for its determination.
- k. A decision against the family member under the INS appeal process or The Housing Authority Informal Review does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

INFORMAL HEARING

1. Eligibility for an Informal Hearing

Informal Hearings are accorded to participants in the following cases:

- a. A decision to deny or terminate assistance on behalf of the participant;
- b. A determination that a participant family is residing in a unit with a larger number of bedrooms than appropriate under the Housing Authority's occupancy standards; or
- c. In the case of an assisted family that wants to move to another dwelling unit with continued participation in the Housing Authority's program, a determination of the number of bedrooms entered on the Voucher under the standards established by the Housing Authority.
- d. INS Related Informal Hearings. After receiving notification of the INS decision on appeal, or in lieu of requesting an appeal to the INS, the participant family may request that the Housing Authority provide an Informal Hearing. This request must be made either within 14 days of the date the Housing Authority mails or delivers the notice of denial of assistance, or within 14 days of the mailing of the INS appeal decision (established by the date of the postmark).

2. Reasons For Which an Informal Hearing Will Not Be Held

Participants are not entitled to an Informal Hearing to:

- a. Review discretionary administrative determinations by the Housing Authority;
- b. Consider general policy issues or class grievances;
- c. Review the Housing Authority's determination that a unit does not comply with Housing Quality Standards; that the owner has failed to maintain or operate a contract unit to provide decent, safe and sanitary housing; or that the unit is not decent, safe and sanitary, or because of an increase in family size or change in family composition;
- d. Review a decision by the Housing Authority to exercise any remedy against the owner under an outstanding Contract (including termination of Housing Assistance Payment to the owner); or,
- e. Review the Housing Authority's decision not to approve a family's request for an extension of the term of the Voucher issued to an assisted family that wants to move to another dwelling unit with continued participation in the Section 8 Program.

3. Notice to Participant

The Housing Authority shall give the Participant prompt written notice of a decision. The notice shall contain a brief statement of the reasons for the decision. It shall state that, if the Participant does not agree with the decision, he/she may request an Informal Hearing in writing, and shall state the time (within ten working days from the date of the notice) by which the request for the Hearing must be made.

4. Informal Hearing Procedures

- a. The hearing will be conducted by person(s) other than those who made or approved the decision and their subordinates;
- b. The participant shall be provided the opportunity to examine and copy, at the participant's expense and at a reasonable time in advance of the hearing, any documents in the possession of the Housing Authority pertaining to the participant's eligibility status, or in the possession of the INS (as permitted by INS requirements), including any records and regulations that may be relevant to the hearing;
- c. The participant shall be provided the opportunity to present evidence and arguments in support of their eligibility and eligible immigration status. Evidence may be considered without regard to admissibility under rules of evidence applicable to judicial proceedings;
- d. The participant shall be provided the opportunity to controvert evidence relied upon by the Housing Authority and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority relies;
- e. The participant shall be entitled to be represented by an attorney, or other designee, at the participant's expense, and to have such person make statements on the participant's behalf;
- f. The participant shall be entitled to arrange for interpreter to attend the hearing, at the expense of the applicant or the Housing Authority, as may be agreed upon by both parties;
- g. The participant shall be entitled to have the hearing recorded by audiotape (a transcript of the hearing may, but is not required to, be provided by the Housing Authority); and,
- h. The Housing Authority shall provide the participant family with a written final decision, based solely on the facts presented at the hearing, within 14 days of the date of the Housing Authority Informal Hearing. The decision shall state the basis for the decision.
- i. Participants may present oral or written objections to the decision.
- j. After the hearing is completed, the Housing Authority must promptly notify the participant in writing of the final decision and state the reasons for its determination.
- k. A decision against the family member under the INS appeal process or the Housing Authority Informal Hearing does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

PART F
DEFINITIONS

DEFINITIONS

FAMILY

1. The term "family" as used in this policy means:
 - (i) A family with or without children;
 - (ii) An elderly family;
 - (iii) A near-elderly family;
 - (iv) A disabled family;
 - (v) A displaced family;
 - (vi) The remaining member of a tenant family; and
 - (vii) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

2. The term "disabled family" as used in this policy means:

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.

3. The term "displaced family" as used in this policy means:

A family in which each member, or whose sole member, is a person displaced by governmental action, 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.

4. The term "displaced person" as used in this policy means:

A person displaced by governmental action, 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.

5. The term "elderly family" as used in this policy means:

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.

6. The term “elderly person” as used in this policy means:

A person who is at least 62 years of age.

7. The term “live-in aide” as used in this policy means:

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- (i) Is determined to be essential to the care and well-being of the persons;
- (ii) Is not obligated for the support of the persons; and
- (iii) Would not be living in the unit except to provide the necessary supportive services.

8. The term “near-elderly family” as used in this policy means:

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.

9. The term “near-elderly person” as used in this policy means:

A person who is at least 50 years of age but below the age of 62.

10. The term “person with disabilities” as used in this policy means:

- (i) Has a disability as defined in section 223 of the Social Security Act;
- (ii) Has a physical, mental, or emotional impairment that:
 - (a) Is expected to be of a long-continued and indefinite duration;
 - (b) Substantially impedes his or her ability to live independently; and
 - (c) Is of such a nature that such ability could be improved by more suitable housing conditions; or
- (iii) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).
- (iv) Notwithstanding any other provision of the law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependency.

ANNUAL INCOME

1. Annual Income

Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following reexamination effective date; and, which are exclusive of income that is temporary, non-recurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

- (i) Annual Income includes, but is not limited to:
- (a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (b) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
 - (c) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (b.) above of this section. Any withdrawal of cash or assets from an investment will be 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 shall include 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;
 - (d) The full amount of periodic payments 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 payment for the delayed start of a periodic payment (a lump-sum payment is considered an asset when calculating the total tenant payment);
 - (e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);
 - (f) Welfare assistance;
 - (g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

- (h) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph (e.) in the next sub-section regarding special pay);
- (ii) Annual Income does not include such temporary, non-recurring or sporadic income as the following:
 - (a) Temporary, non-recurring or sporadic income (including gifts);
 - (b) Amounts that are specifically for or in reimbursement of the cost of medical expenses;
 - (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 (but see "payments in lieu of earnings" in this policy);
 - (d) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;
 - (e) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
 - (f)
 - 1) Amounts received under training programs funded by HUD;
 - 2) Amounts received by a Disabled person 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 participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - 4) Amounts received under a resident service stipend, not to exceed \$200 per month, received by a resident for performing a service for the HA 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, playground patrol, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 - 5) Incremental earnings and benefits resulting from participation in qualifying State or local employment training programs and training of a family member as resident management staff.

(iii) Annual Income also does not include:

- (a) Income from employment of children (including foster children) under the age of 18 years;
- (b) Earnings in excess of \$480 for each full-time student 18 years old or older;
- (c) Adoption assistance payments in excess of \$480 per adopted child;
- (d) Payments received for the care of foster children or foster adults;
- (e) Income of a Live-in Aide;
- (f) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (g) 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.
- (h) 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.
- (i) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in applicable federal regulations apply. A notice will be published in the Federal Register and distributed to HAs and IHAs identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of types of benefits that qualify for that exclusion:
 - 1) Payments received from programs funded under title V of the Older Americans Act of 1985 (42 U.S.C. 3050(f));
 - 2) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
 - 3) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
 - 4) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 - 5) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

- 6) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- 7) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
- 8) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);
- 9) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and
- 10) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).
- 11) Payment received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation M.D.L. No 381(EDNY).
- 12) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785).
- 13) The value of any child care provided or arranged (or any amount received as payment for such child care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q.)
- 14) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)).
- 15) 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.

- 16) The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act, or any comparable Federal, State, or local law during the exclusion period.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

2. Monthly Income - One-twelfth (1/12) of Annual income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.
3. Adjusted Income - Adjusted income means annual income less the following:
 - (i) \$480 for each Dependent;
 - (ii) \$400 for any Elderly or Disabled Family;
 - (iii) For any Family that is not an Elderly Family but has a disabled member other than the head of household or spouse, Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the disabled person;
 - (iv) For any Elderly or Disabled Family.
 - (a) That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent of Annual Income;
 - (b) That has disability assistance expenses greater than or equal to three percent of Annual Income, an allowance for disability assistance expenses computed in accordance with paragraph (3) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses;
 - (c) That has disability assistance expenses that are less than three percent of Annual Income, an allowance for combined disability assistance expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and
 - (v) 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, to be gainfully employed, or to further his/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 child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

4. Monthly Adjusted Income - One-twelfth of Adjusted Income.

TOTAL TENANT PAYMENT

1. Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, shall be the higher of the following (provided that it does not exceed the applicable ceiling rent for the unit being occupied), rounded to the nearest dollar:
 - (i) 30% of monthly Adjusted Income; or
 - (ii) 10% of Monthly Income.
 - (iii) If the family receives 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 monthly portion of such 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 subsection shall be the amount resulting from one application of the percentage.
 - (iv) Minimum rent amount of \$0-\$50.
2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

OTHER DEFINITIONS

- Absorption: In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.
- Administrative Fee: Fee paid by HUD to the HA for administration of the program.
- Administrative Plan: The HUD required written policy of the HA governing its administration of the Section 8 Voucher program. The Administrative Plan and any revisions must be approved by the HA's board and a copy submitted to HUD.
- Admission: The effective date of the first HAP contract for a family (first day of initial lease terms) in a tenant-based program. This is the point when the family becomes a participant in the program.
- Annual Contributions Contract (ACC): A written agreement between HUD and a HA to provide annual contributions to cover Housing Assistance Payments and other expenses pursuant to the Act.
- Annual Income After Allowances: The Annual Income less the HUD approved allowances.
- Applicant or Applicant Family: A family that has applied for admission to a program, but is not yet a participant in the program.
- Assistance Payment: The amount HUD pays the owner for a unit occupied by a Section 8 tenant. Includes HUD's share of the contract rent and any utility reimbursement due the tenant. It is the gross rent for the unit minus the TTP.
- Assisted Tenant: A tenant who pays less than the market rent as defined in the regulations.
- 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 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, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.
- Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-Head and a Spouse and a Co-Head is never a Dependent.)
- 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.

- Contract Rent: Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.
- Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person, or is a Full Time Student. An unborn child shall not be considered a dependent.
- Disability Assistance Expense: Anticipated costs for care attendants and auxiliary apparatus for disabled family members that enable a family member (including the disabled family member) to work.
- Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- Drug Trafficking: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- Elderly Household: A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.
- Eligible Family: A family is defined by the HA in the administrative Plan, which is approved by HUD.
- Exception Rent: In the voucher program the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA voucher program.
- Excess Medical Expenses: Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.
- Fair Market Rent: The rent limit published in the Federal Register for Section 8 Rental Assistance, which includes utilities (except telephone) and ranges and refrigerators. It is used as a standard to obtain privately owned, existing, decent, safe and sanitary rental housing of modes (non-luxury) nature with suitable amenities. In the Housing Choice Voucher Program, it is used as a cap for the Payment Standard, used in the ACC calculation of subsidy dollars, and is used to calculate the administrative fees.
- Family Share: The amount calculated by subtracting the housing assistance payment from the gross rent.
- Foster Child Care Payment: Payment to eligible households by state, local, or private agencies appointed by the state, to administer payments for the care of foster children.
- Gross Rent: The sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

- 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.
- Head of Household: Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.
- Housing Assistance Payment: The monthly assistance payment by a HA. The total assistance payment consists of a payment to the owner under the family's lease and an additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.
- Housing Assistance Payments Contract: A written contract between a HA and an owner in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.
- Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.
- Income: Income from all sources of each member of the households as determined in accordance with criteria established by HUD.
- Income for Eligibility: Annual income.
- Initial HA: In portability, the terms refers to both an HA that originally selected a family that later decides to move out of the jurisdiction of the selecting HA and a HA that absorbed a family that later decides to move out of the jurisdiction of the absorbing HA.
- 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 HAP contract term.
- Jurisdiction: The area in which the HA has authority under state and local law to administer the program.
- Lease: A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the HA.
- Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD.
- Live-In Aide/Caretaker: A person who is employed by and resides with an Elderly or Disabled person or persons to provide medical care, and who:

- Is determined by the HA to be essential to the care and well-being of the person(s);
 - Is not obligated for support of the person(s); and
 - Would not be living in the unit except to provide supportive services.
- Lower Income Family: A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.
- Medical Expenses: Those 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. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly families only.
- Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.
- Minor: A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Unemancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.
- Mixed Family: A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504 (b)(3).
- Monthly Adjusted Income: One-twelfth (1/12) of the Annual Income after allowances or Adjusted Income.
- Net Family Assets: "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (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 as 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.) In determining Net Family Assets, the HA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

- Occupancy Standards: (Now referred to as Subsidy Standards) Standards established by a HA to determine the appropriate number of bedrooms for families of different sizes and compositions.
- Owner: Any persons or entity having the legal right to lease or sublease a unit to a participant.
- Participant: A family that has been admitted to the HA's voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (first day of initial lease term).
- Payment Standard: The amount used to calculate the housing assistance a family will receive in the HA's Housing Choice Voucher Program.
- Persons with Disabilities: Individuals with any condition or characteristic that renders a person an individual with a disability as defined in 24 CFR 8.2.
- Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA.
- Public Assistance: Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.
- Public Housing Authority (HA or PHA): Any State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.
- Reasonable Rent: A rent to owner that is not more than rent charged for comparable units in the private unassisted market and unassisted units in the premises.
- Receiving HA: A HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher and provides program assistance to the family.
- Recertification: Process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications. Also called Reexaminations.
- Rent to Owner: Total monthly rent payable to the owner under the lease for the unit. Rent owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.
- Security Deposit: A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under lease.
- Spouse: Spouse means the husband or wife of the head of household.

- Subsidy Standards: Standards established by a HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.
- Total Tenant Payment (TTP): The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.
- Unit: Residential space for the private use of a family.
- Utility: Electricity, gas, heating fuel, water and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.
- Utility Allowance: If the cost of utility (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 by the HA 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 quality living environment.
- Utility Reimbursement: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
- Very Low-Income Family: A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding 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 Holder: A family holding a voucher with unexpired search time.
- Voucher Program: The Housing Choice Voucher program.
- Waiting List: List of families organized according to HUD regulations and HA policies that are waiting for subsidy to become available.
- 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.