



HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATIVE PLAN

Revised February 2017

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CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Housing Choice Voucher (HCV) Program (formerly known as the Section 8 program) was enacted as part of the Housing and Community Development Act of 1974, which rectified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Housing Choice Voucher Programs, are described in and implemented through this Administrative Plan.

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

The HA will work cooperatively with other housing authorities within Pinellas County in order to assure the most efficient and effective operation of all HCV programs within the County. The HA is committed to partnering with private owners and property managers to increase the number of choices available to families who seek housing throughout this community. Through owner outreach we will actively pursue the continuous availability of quality housing units in well-maintained, attractive and livable neighborhoods. We will serve our clients and all citizens with the highest level of professionalism, compassion and respect.

A. LOCAL OBJECTIVES

The HCV Program is designed to achieve four major objectives:

1. To provide decent, safe, and sanitary housing for very low-income families while maintaining rent payments at an affordable level.
2. To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.
3. To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
4. To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.

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

1. To create positive public awareness and expand the level of family, owner and community support in accomplishing the Housing Authority's mission.
2. To attain and maintain a high level of standards and professionalism in the day to day management of all program components.
3. To assist the local economy by increasing the occupancy rate and the amount of rental income flowing into the community.

B. PURPOSE OF THE PLAN (24 CFR 982.54)

The Administrative Plan covers both admission and continued participation in the Housing Choice Voucher Program.

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

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 982: HCV Tenant Based Assistance

C. FAIR HOUSING POLICY (24 CFR 982.54(d)(6))

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.

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

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

Forms will be made a part of the Voucher holder's briefing packet.

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

Posters and housing information are displayed in locations throughout the HA's office in such a manner as to be easily readable from a wheelchair.

The Housing Authority's HCV office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by an available TTD/TDY service.

D. REASONABLE ACCOMMODATIONS POLICY

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

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the HA will treat a person differently than anyone else. The HA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

ADA Definition:

- ❑ A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- ❑ A record of such impairment; or
- ❑ Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not

considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

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

If the HA finds that the requested accommodation creates an undue administrative or financial burden, the HA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the HA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the HA.

The HA will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the HA's decision.

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

All HA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

E. Verification of Disability

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

F. Applying for Admission

All persons who wish to apply for any of the HA's programs must submit a pre-application as indicated in the advertised notice. Applications will be made available in an accessible format upon request from a person with a disability. Applications may be accepted by mail or in person.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

G. Translation of Documents

In determining whether it is feasible to translate documents into other languages, the HA will consider the following factors:

- Number of applicants and participants who do not speak English and speak another language.
- Cost of translation into the other language per/client who speaks the language.
- Evaluation of the need for translation by the HA's bilingual staff and by agencies that work with the non-English speaking families.
- The availability of organizations to translate documents, letters and forms for non-English speaking families.
- Availability of bilingual staff to explain /translate documents to clients.

H. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 “Recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons.”

The HA will take affirmative steps to ensure that all persons with limited English proficiency have equal access to the program. A person with limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English.

Translation services will be provided by certified bilingual staff. When bilingual staff are not available, the HA will contract with outside translation services at no cost to the families.

Where LEP persons desire, they will be permitted to use at their own expense, a translator of their own choosing. The family-provided translator may be in place of or as a supplement to the free language services offered by the HA. The translator may be a family member or friend at least 18 years of age. In cases of an appeal hearing, HA will use HA staff or outside translation services.

The HA will also provide written translation of vital documents for each eligible LEP language group as determined by the HA. Reasonable efforts will be made to inform families of the free language services such as posting multilingual signs in the front lobby, updating the website, and notifying families of the services during the family briefing sessions.

On a case-by-case basis, the HA will make reasonable accommodation in translating documents for persons with disabilities when requested.

I. VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Act (VAWA) states that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence. The PHA will comply with VAWA. See Chapter 19 for additional information about VAWA.

J. FAMILY OUTREACH

The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the HA's waiting list is open, the HA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the media, and initiate personal contacts with members of the news media and community personnel. The HA will also utilize public service announcements.

The HA may communicate housing availability, housing eligibility factors and guidelines to other service providers in the area in order that they can make referrals for housing assistance.

K. OWNER OUTREACH (24 CFR 982.54. (d)(5))

The HA encourages owners of decent, safe and sanitary housing units to lease to HCV families.

The listings of available units/owners will be available on:
www.floridahousingsearch.org

In addition:

HA staff may initiate personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

An 'Owners Package' of information will be made available to acquaint owners and managers with the opportunities available through the HCV program

The HA encourages program participation by owners of units located outside areas of

poverty concentration. In the HA's jurisdiction, there is one census tract, (tract number 256.02) with greater than a 50% poverty rate/designated as Qualified by HUD. The HA may periodically evaluate the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide greater choice and better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside the HA's jurisdiction, are provided maps and listings of landlords and available units, portability information and a list of neighboring housing authorities.

The HA will recruit property owners in all areas of its jurisdiction to ensure the broadest choice of available housing to program participants. The HA will also work cooperatively with other HA's within the County.

The HA may periodically conduct meetings with participating and prospective owners to improve owner relations, provide landlord training, and to recruit new owners. The HA may also utilize local media and prepare communication tools, including the HA's website, to further its' owner outreach efforts.

L. PRIVACY RIGHTS

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

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

In accordance with HUD requirements, the HA will furnish prospective owners with the family's current address as shown in the HA's records and, if known to the HA, the name and address of the landlord at the family's current and prior address. The HA may also furnish prospective owners with information about the family's rental history upon request. All requests for such information by a prospective landlord must be in writing.

The HA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location, which is only accessible by authorized staff.

HA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

M. RULES AND REGULATIONS

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

N. CONFLICT OF INTEREST

- a. Pursuant to 982.161 Neither the PHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant based programs in which any of the following classes of persons has any interest, direct or indirect during tenure or for one year thereafter:
 - 1) Any present or former member or officer of the PHA (except a participant commissioner);
 - 2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
 - 3) Any public official, member of a governing body, or State or Local legislator, who exercises functions or responsibilities with respect to the programs; or
 - 4) Any member of the Congress of the of the United States.
- b. Any member of the classes described in paragraph (a) of this section must disclose their interest to the PHA and HUD.
- c. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

O. MANAGEMENT ASSESSMENT OBJECTIVES

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

Supervisory quality control reviews will be performed by a HA supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

- ☐ Selection from the waiting list
- ☐ Rent Reasonableness
- ☐ Determination of adjusted income

- ❑ HQS enforcement
- ❑ HQS quality control

P. RECORDS FOR MONITORING HA PERFORMANCE

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

Q. TERMINOLOGY

The Pinellas County Housing Authority is referred to as "HA" or "Housing Authority" throughout this document.

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

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

"Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

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

The HCV programs are also known as the Regular Tenancy Certificate, Over-FMR Tenancy (OFTO) and Voucher Programs. The Voucher Choice program refers to the merged program effective as of 8/12/99.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial or Termination of Assistance" chapter.

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the HCV Certificate and Voucher program into the Housing Choice Voucher Program.

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

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

Eligibility Factors (24 CFR 982.201)

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

The HUD eligibility criteria are:

- ❑ An applicant must be a "family"
- ❑ An applicant must be within the appropriate Income Limits
- ❑ An applicant must furnish Social Security Numbers
- ❑ An applicant must furnish evidence of Citizenship/Eligible Immigrant Status
- ❑ At least one member of the applicant family must be either a U.S. Citizen or have eligible immigration status before the HA may provide any housing assistance.

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

- ❑ Evidence of Citizenship/Eligible Immigrant Status will not be verified until the Family is selected from the waiting list for final eligibility processing for issuance of a Voucher unless the HA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

A. FAMILY COMPOSITION (24 CFR 982.201(c)) (Amended Notice PIH 2014-20)

The applicant must qualify as a Family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood,

marriage or operation of law.

The term “family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near – elderly person or any other single person; or
2. A group of persons residing together and such group includes, but is not limited to:
 - i. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - ii. An elderly family;
 - iii. A near-elderly family;
 - iv. A disabled family;
 - v. A displaced family; and
 - vi. The remaining member of a tenant family

In addition, for categorizing family as defined above, the terms disabled family, elderly family and near-elderly family (per 24CFR5.403) are:

Disabled family means a family whose head (including co-head), spouse sole member is a person with a disability.

Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

Near elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or 2 or more persons, who are at least 50 years of age but below the age of 62, leaving together; or one or more persons who are at least 50 years of age but below the age of 62.

Head of Household

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

Spouse of Head

Spouse means the husband or wife of the head of household.

For proper application of the Non-Citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be

divorced. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

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

Live -In Attendants

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

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

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

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

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

Family members of a live-in attendant may also reside in the unit provided doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-ins family members does not overcrowd the unit.

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

The HA may refuse a particular person as a live-in aide under the following circumstances:

(24 CFR 982.316)

- ❑ The person committed fraud, bribery or other corrupt or criminal act in connection with any federal housing program
- ❑ The person owes rent or other amounts to HA (HCV or Public Housing assistance)
- ❑ The person commits drug-related criminal activity or violent criminal activity
- ❑ Occasional, Intermittent, multiple or rotating care givers do not meet the definition of a live-in aide since 24 CFR Section 982.402(7) implies live-in-aides must reside with a family permanently for the family size to be adjusted in accordance with the subsidy standards established by the PHA. Therefore, regardless of whether occasional, intermediate, multiple or rotating caregivers spend the night, an additional bedroom will not be approved

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, with both families claiming the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration any of the following factors, but not limited to:

- ❑ Which family member applied as head of household
- ❑ Which family unit retains the children or any disabled 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

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

Multiple Families in the Same Household

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

Shared Parenting of Children

Children who live with one parent pursuant to a Shared Parenting Plan submitted to the Court with the agreement of the parties or established by the Court will be considered members of the household. When both parents are on the Waiting List or are participants in the program and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

B. INCOME LIMITATIONS (24 CFR 982.201, 982.353)

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

- ❑ Have an annual income at the time of admission that does not exceed the very-low income limits for occupancy established by HUD

Or be either:

- ❑ A low-income family in any of the following categories
- ❑ A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 60 days of certificate/voucher issuance. Programs include public housing, all HCV programs, all Section 23 programs
- ❑ A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511
- ❑ A low-income non-purchasing family residing in a HOPE VI project
- ❑ A low-income non-purchasing family residing in a project subject to a home ownership program under 24 CFR 248.173
- ❑ A low-income family or moderate income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165
- ❑ A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program

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

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

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

C. MANDATORY SOCIAL SECURITY NUMBERS (24 CFR 5.216, 5.218)

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

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly and/or disabled persons must provide verification within 120 days.

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

D. CITIZENSHIP / ELIGIBLE IMMIGRATION STATUS (24 CFR Part 5, Subpart E)

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

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

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

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

Non-citizen students defined by HUD in the non - citizen regulations are not eligible for assistance.

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

E. OTHER CRITERIA FOR ADMISSION (24 CFR 982.552 (b))

The HA may apply the following criteria, in addition to the HUD eligibility criteria, as

grounds for denial of admission to the program.

1. The Family must have not have violated any family obligation during a previous participation in the HCV program. An exception may be granted by the HA if the family member who violated the family obligation is not a current member of the household on the application.
2. When the HA denies assistance to an applicant with a disability, the applicant may request a review of the family obligation that was violated, if the violation was a result of the disability.
3. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. The family must have paid any outstanding debt owed the HA or another HA as a result of prior participation in any federal housing program.

A Repayment Agreement will be executed, but the amounts owed to the HA must be paid in full prior to final eligibility determination. If the outstanding debt is owed to another HA the family must be in good standing with any repayment agreement or pay the debt in full.

The HA reserves the right, in the case of extreme hardship, to amend the Repayment Agreement in accordance with its procedures. Full documentation of the hardship will be required. In no case will the debt be forgiven.

5. No member of the family may have been convicted for drug related or violent criminal activity within the three years prior to the time of eligibility determination. The Housing Authority will require police records for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in Chapter 15, Section B., "One Strike". However, see section 19 for the VAWA exception to this rule.
6. No family member may have committed a dangerous sex offense or be an individual subject to a lifetime registration requirement under a state sex offender registration program. (24 CFR 5.856)
7. No family member may have been evicted from any public housing assistance program for any reason.

F. TENANT SCREENING (24 CFR 982.307)

The HA may take into consideration any of the 'additional criteria' for admission as stated in this Plan, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy. Owners will be advised that

screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories in accordance with 24 CFR 982.307(a)(3).

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

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

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or Total Tenant Payment. For example, if a family goes over the income limit prior to lease up, the applicant will no longer be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

H. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non citizen status. See Chapter 18, "Complaints and Appeals" for additional information about reviews and hearings.

I. PROHIBITED ADMISSIONS CRITERIA (982.202 (B))

Admission to the program may not be based on where the family lives before admission to the program or where the family will live with assistance under the program or where the family will live with assistance under the program.

Admission to the program may not be based on:

- ❑ Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- ❑ Discrimination because a family includes children
- ❑ Whether a qualified applicant has been a victim of actual or threatened domestic violence, or stalking. See chapter 19.
- ❑ Whether a family decides to participate in a family self-sufficiency program; or
- ❑ Other reasons as listed in the Statement of Policies and Objectives section and the Fair Housing and Reasonable Accommodations sections.

Chapter 3

APPLYING FOR ADMISSION (24 CFR 982.204)

INTRODUCTION

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

A. HOW TO APPLY

Families who wish to apply for any of the HA's programs must complete a written application form when the wait list is open and in accordance with the published notice of wait list opening.

Applications will be mailed to disabled/handicapped families upon request. Disabled/handicapped families may request an application in accordance with the advertised criteria for doing so. Applications will be made available in an accessible format upon request from a person with a disability.

The application process will involve two phases. The first is the initial or pre-application. This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HA ensures that verification of all HUD and HA eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

B. OPENING/CLOSING OF APPLICATION TAKING (24 CFR 982.206, 982.54)

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

When the HA opens the waiting list, the HA will advertise through public notice in the following: newspapers, minority publications and media entities, location(s) and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, the HA website, and other media including but not limited to:

St. Petersburg Times and Weekly Challenger and other minority publications

as they become available.

The notice will contain:

- ❑ The dates, times, location(s) and method for application acceptance
- ❑ The programs for which applications will be taken
- ❑ A brief description of the program
- ❑ Limitations, if any, regarding who may apply

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

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

When Application Taking Is Suspended

The HA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights law.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months. The HA will give at least five days' notice prior to closing the list. When the period for accepting applications is over, the HA will add the new applicants to the list by separating the new applicants by date and time of application.

Limits on Who May Apply

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

When the application is submitted to the HA, it establishes the family's date and time

of application for placement order on the waiting list. Mailed applications will be stamped with the date and time the envelope is opened which will determine the placement order on the waiting list.

C. INITIAL APPLICATION PROCEDURES (24 CFR 982.204(b))

The HA will utilize a preliminary-application form. The information is to be completed by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. Translations will be provided for non-English speaking applicants by staff.

The purpose of the pre-application is to permit the HA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

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

Applicants are required to inform the HA in writing within 30 days of changes in family composition, income, and/or address. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings within the time period prescribed in the HA's notice will result in the applicant being removed from the waiting list.

D. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing, or upon request in an accessible format upon request, as a reasonable accommodation. This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the pre-application, the HA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities have the right to request a reasonable accommodation to attend the informal review. See Chapter 18, "Complaints and Appeals".

E. TIME OF SELECTION

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size or unit size required. Applicants with family income above 30% of the median income may be skipped over in order to meet the HUD requirement that at least 75% of new admissions are extremely low income.

Based on the HA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool". Selection from the pool will be based on completion of verification, on a first ready first serve basis.

F. COMPLETION OF A FULL APPLICATION

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

- 1) Complete a Personal Declaration in their own handwriting, unless assistance is needed, or a request for an accommodation is made by the person with a disability. The applicant will then be interviewed by HA staff to review the information or the Personal Declaration.
- 2) Participate in a full application interview with a HA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer.

The full application will be mailed or communicated as requested as an accommodation to a person with a disability.

Requirement to Attend Interview

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

The head of household and spouse and all family members 18 years old and older are required to attend the interview and sign the housing application. Exceptions may be made for students attending school out of state or for members for whom attendance would be a hardship.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 days to review the information and to certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if she/he misses the

appointment. If the applicant does not reschedule or misses two scheduled meetings, the HA will reject the application. Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule, no later than 5 days from the original appointment date. The request must be made to the staff person who scheduled the appointment.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing, offered an opportunity to request an informal review, and informed as to how to arrange for the informal review.

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

G. VERIFICATION (24 CFR 982.201)

Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of voucher issuance.

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

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY
(24 CFR 982.201)

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

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

(24CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206)

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

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

A. WAITING LIST (24CFR 982.204)

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

The HA will maintain information that permits proper selection from the waiting list as required by HUD regulations.

B. SPECIAL ADMISSIONS (24 CFR 982.54(d)(e), 982.203)

If HUD awards the HA funding that is targeted for specifically named families, the HA will admit these families under a Special Admission Procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, and they are not required to be on the program waiting list. The HA maintains separate records of these admissions. The HA may choose to permit continuance of a previously funded special admission program if it is determined in the best interest of the HA.

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

- ❑ A family displaced because of demolition or disposition of a public or Indian housing project;
- ❑ A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- ❑ For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990
- ❑ A family residing in a project covered by a project-based HCV HAP contract at or near the end of the HAP contract term and

- ❑ A non-purchasing family residing in a HOPE 1 or HOPE 2 project
- ❑ Family Unification Program and HUD-VASH Program.

C. WAITING LIST PREFERENCES (24 CFR 982.207)

Date and time of application, Local Preferences

D. LOCAL PREFERENCES (24 CFR 5.410)

The HA uses the following Local Preference system:

- **1st Preference: Victims of a natural disaster or persons displaced by government action**

An application must be made within 30 days of the natural disaster occurrence or government action in order to be considered for this preference. The waiting list will remain open for this preference. A family displaced because of demolition or disposition of a public housing project will be given preference on the waiting list and may be classified as a special admission. The waiting list will remain open for applicants who qualify for this preference.

- **2nd Preference: Youth Aging Out of Pinellas County Foster Care in Pinellas County**

A preference will be given to youth aging out of foster care in Pinellas County, ages 18-23, and who left foster care in Pinellas County at age 16 or older, are without adequate housing, and who are referred to PCHA by the Public Child Welfare Agency. The waiting list will remain open for this preference. Youth may apply for this preference within 60 days of aging out of foster care.

- **3rd Preference: Veterans**

The Veteran's Preference is only applicable to Veteran's who were discharged under circumstances other than dishonorable. The waiting list will remain open for this preference. Verification of honorable discharge is required for this preference.

- **4th Preference: Homeless Families Completing Self-Sufficiency Program**

A preference will be given to Homeless Families Completing Approved Self-Sufficiency Programs in Pinellas County. The waiting list will remain open for up to 75 homeless families annually who have completed a residential self-sufficiency program in Pinellas County through an approved program. The following agencies have approved residential self-sufficiency programs: Homeless Emergency Project, RCS Grace House, the YWCA, Salvation Army North County, Family Housing Assistance Program (FHAP) of Pinellas County, and Boley Centers Supportive Housing. PCHA reserves the right to amend the list of approved programs at any time. In addition, under this preference, PCHA will accept referrals from the Public Child Welfare Agency, its designee,

or another agency approved by PCHA, for families whose children have been removed from the household or are in imminent danger of being removed, and the lack of decent, safe and affordable housing is the primary reason.

- **5th Preference: Residency Preference**

This preference applies to: families who live, work, or have been hired to work in the jurisdiction of the PCHA. Acceptable documentation includes two or more of the following documents that indicate the current reported resident or employment address: Rent receipts, leases, utility bills, employer or agency records, school records, driver's licenses, voter's registration records, bank statements, benefits award letter, or statement from a household with whom the family is residing (May not be a current HCV participant household unless the family has been previously approved by PCHA to reside as part of that assisted household). If homeless, a lesser standard of documentation is acceptable. Families who claim to work in the jurisdiction of the PCHA must provide an employer's verification and copies of pay stubs. The waiting list will NOT remain open for this preference.

E. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the HA will reserve a minimum of seventy-five percent (75%) of its HCV new admissions for families whose income does not exceed 30 % of the area median income. HUD refers to these families as "extremely low-income families". The HA may skip over very-low income families temporarily to meet this requirement.

The HA's income targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

The HA is also exempted from this requirement where the HA is providing assistance to low income or moderate income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

The HA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA. This provision allows the HA to admit less than the minimum 40% of its extremely low-income families in a fiscal year to its public housing program to the extent that the HA's admission of extremely low income families in the voucher program exceeds 75% of all admissions during the fiscal year. If exercising this option the HA will follow the fungibility threshold limitations as set forth in QHWRA legislation.

F. TARGETED FUNDING (24 CFR 982.203)

When HUD awards special funding for certain family types, families who qualify are

placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under target funding which are not identified as a Special Admission may be identified by codes in the automated system.

G. PREFERENCE AND INCOME TARGETING ELIGIBILITY (24 CFR 5.410)

Changes in Circumstances

Applicants are required to notify the HA in writing when their address and/or circumstances change.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before family(ies) with a higher preference (date and time), the family will be returned to the waiting list.

Cross-Listing of Public Housing and HCV (24 CFR 982.205(b))

The HA will not merge the waiting lists for public housing and HCV. However, if the HCV waiting list is open when the applicant is placed on the public housing list, the HA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for HCV, the HA must offer to place the family on the public housing waiting list.

H. ORDER OF SELECTION (24 CFR 5.415, 982.207(e))

The HA's method for selecting applicants from the waiting list leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the Administrative Plan. The following point system for preference applicants has been established:

- Victims of a Natural Disaster or Persons Displaced by Government Action (20 Points)
- Youth Aging Out of Pinellas County Foster Care in Pinellas (15 Points)
- Veterans (15 Points)
- Homeless Families Completing Self-Sufficiency Program (15 Points)
- Residency Preference (10 Points)

See **Chapter 4, Section D** for the complete definition of Local Preferences.

I. REMOVAL FROM WAITING LIST AND PURGING (24 CFR 982.204(c))

The Waiting List will be purged periodically (not more than one time each year) by

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

Any mailings to the applicant which require a response will state that failure to respond within a specified number of days will result in the applicant's name being dropped from the waiting list.

An extension of 30 days to respond may be granted, if requested and needed as a reasonable accommodation for a person with a disability.

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

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

If a letter is returned with a forwarding address, it will be re-mailed to the address indicated. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a HCV supervisor determines there were circumstances beyond the person's control.

The HA may allow a grace period of 30 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

Chapter 5

SUBSIDY STANDARDS

(24 CFR 982.54(d)(9))

INTRODUCTION

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

A. DETERMINING VOUCHER SIZE (24 CFR 982.402)

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

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

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

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

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

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 5).

Foster children will be included in determining unit size only if they will be in the unit for more than three months.

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

Space may be provided for a child who is away at school but who lives with the family during school recesses.

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

Adults of different generations will have separate bedrooms.

Single person families may be issued an efficiency or a one bedroom voucher.

GUIDELINES FOR DETERMINING VOUCHER SIZE

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

B. CHANGES IN VOUCHER SIZE (24 CFR 982.403(a)&(b))

Changes for Applicants

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

Requests for Exception to Subsidy Standards for Applicants

The family may request a larger sized Voucher than indicated by the HA's subsidy standards. Such request must be made in writing within 10 days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

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

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

Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as:

- ❑ Persons who cannot occupy a bedroom because of a verified medical or health reason
- ❑ Elderly persons or Persons with disabilities who may require a live-in attendant. Requests based on health related reasons must be verified by a medical professional

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

Changes for Participants

Voucher sizes issued to participants prior to the approval of this policy will be honored until the family moves at which time the new subsidy standards/voucher size will be effective.

The members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within 10 days.

Requests for Exception to Subsidy Standards for Participants

- ❑ The HA will grant an extension upon request as an accommodation for persons with disabilities
- ❑ The family may request a larger sized Voucher than indicated by the HA's subsidy standards. Such request must be made in writing within 10 days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size
- ❑ The HA will not issue a larger size Voucher due to additions to the family other than by birth, adoption, marriage, or court-awarded custody

Under housed and Over housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the HA will issue a new Voucher and assist the family in locating a suitable unit. The HA will also notify the family of the circumstances under which an exception will be granted, such as:

- ❑ If a family with a disability is under housed in an accessible unit
- ❑ If a family requires the additional bedroom because of a health

problem which has been verified by the HA

- ❑ The HA and family have been unable to locate a unit within 60 days

C. UNIT SIZE SELECTED

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

1. **Rent Limitation:** For the Voucher Program, the HA uses the Payment Standard for the Voucher size or the unit size selected by the family, whichever is less.
2. **Utility Allowance:** the utility allowance payment for tenant-based vouchers to the family unit size for which the voucher is issued, irrespective of the size of the unit rented by the family, with an exemption for families with a person with disabilities. Under section 242, the utility allowance for a family shall be the lower of: (1) The utility allowance amount for the family unit size; or (2) the utility allowance amount for the unit size of the unit rented by the family. However, upon the request of a family that includes a person with disabilities, the PHA must approve a utility allowance higher than the applicable amount if such a higher utility allowance is needed as a reasonable accommodation in accordance with HUD's regulations in 24 CFR part 8 to make the program.
3. **Housing Quality Standards:** The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

Bedroom Size	Maximum # Persons in Household
0 BR	1
1 BR	4
2 BR	6
3 BR	8
4 BR	10
5 BR	12

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

(24 CFR Part 5, Subparts E and F; 982.153, 982.551)

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under Federal Regulations. This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The HA's policies in this Chapter address those areas which allow the HA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES

Income: The types of money to be used as income for purposes of calculating the TTP are defined by HUD in Federal regulations incorporated by reference. In accordance with this definition, income from all sources of each member of the household is counted.

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

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

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled
2. Elderly/Disabled allowance: \$400 for families whose head or spouse is 62 or over or disabled

3. Allowable medical expenses for all family members are deducted for elderly families
4. Child care expenses for children under 13 are deducted when child care is necessary to allow an adult family member to work or attend school
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

B. MINIMUM RENT

Minimum family contribution in the Voucher program is the greater of 10 percent of the family's monthly income or \$50.00.

For families currently participating in the program, a change in the minimum rent will be made at annual recertification.

Exceptions to Minimum Rent and Minimum Family Contributions

The HA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The HA will review all relevant circumstances brought to the HA's attention regarding financial hardship as it applies to the minimum rent. The following section states the HA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

PHA Notification to Families of Right to Hardship Exception

The HA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception.

HA staff will document in the family's file that they have been notified of their right, if applicable, to request a minimum rent hardship exception.

The HA notification will advise families that hardship exception determinations are subject to HA grievance procedures.

The HA will review all tenant requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent hardship exceptions are required to be in writing. Requests must include a statement of the family hardship that qualifies the family for an exception. The HA will request documentation as proof of financial hardship.

The HA will not allow a minimum rent hardship exception if the hardship is

determined by the HA to be temporary. The HA determines temporary as 90 days or less.

Suspension of Minimum Rent

The HA will immediately grant the minimum rent exception to all families who request it.

The minimum rent will be suspended until the HA determines whether the hardship is covered by statute or temporary or long term.

Suspension means that the HA must not charge the family a minimum rent or, if applicable, discontinue charging the family a minimum rent.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the HA determines that the minimum rent is not covered by statute, the HA will impose a minimum rent including payment for minimum rent from the time of suspension.

The HA will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

1. The family has lost eligibility or is awaiting an eligibility determination for Federal, State or local assistance;
2. The family would be evicted as a result of the imposition of the minimum rent requirement;
3. The income of the family has decreased because of changed circumstances, including:
 - Loss of employment
 - Death in the family
 - Other circumstances as determined by the HA or HUD

The family must demonstrate that the hardship is of long-term duration. If the family demonstrates that the hardship is of long term duration, the HA must retroactively exempt the family from the minimum rent requirement for the 90-day period.

Temporary Hardship

If the HA determines that the hardship is temporary, a minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90 day suspension period a minimum rent will be imposed retroactively to the time of suspension.

The HA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

The HA defines temporary as less than 90 days.

Repayment Agreements for Temporary Hardship

The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is \$50.00. The HA will not enter into a repayment agreement that will take more than 12 months to pay off, unless the HA exercises discretion to extend the time for repayment.

If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the HA will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing repayment agreement.

The HA's policies regarding repayment agreements are further discussed in Chapter 18.

Retroactive Determination

The HA will reimburse the family for minimum rent charges that took effect after October 21, 1998 and that qualified for one of the mandatory exceptions.

If the family is owed a retroactive payment, the HA will provide reimbursement in the form of a check refund to the family. The HA will not provide a check refund for amounts owed to the family which are less than \$5.00.

C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT (24 CFR 982.54(d)(10), 982.551)

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

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

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

Absence of Entire Family

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

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

Families must notify the HA if they are going to be absent from the unit for more than 30 consecutive days. If the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered to be vacated and the assistance will be terminated, unless it is determined that the sole family member is absent from the unit for medical reasons. In that case, the HA will allow the absence to continue for up to 120 consecutive days. HUD regulations require the HA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the HA may:

- Write letters to the family at the unit
- Conduct a field visit
- Telephone the family at the unit
- Verify if utilities are in service
- Interview neighbors

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

If the absence which resulted in termination of assistance was due to a person's

disability, and the HA can verify that the person was unable to notify the HA in accordance with the family's responsibilities, and if funding is available, the HA may reinstate the family as an accommodation if requested by the family.

Absence of Any Member (24 CFR 982.54 (10))

Any member of the household will be considered permanently absent if she/he is away from the unit for 100 days except as otherwise provided in this Chapter.

Absence due to Medical Reasons (24 CFR 982.54 (10))

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

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

Absence due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days, she/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if she/he is incarcerated for 65 consecutive days.

The HA will determine if the reason for incarceration is for drug-related or violent criminal activity. If a tenant is incarcerated for drug-related or violent criminal activity, then it is an automatic termination.

Foster Care and Absences of Children

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

If the time period is to be greater than 3 months from the date of removal of the children, the Voucher size will be reduced. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with the HA's subsidy standards.

Absence of Adult

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

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

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 60 day intervals.

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

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

The HA will transfer the Voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 5 months and it is reasonable to expect that custody will be granted.

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

If a member of the household is subject to a court order that restricts him/her from the home for more than 4 months, the person will be considered permanently absent.

If an adult family member leaves the household for any reason, the family must report the change in family composition to the HA within 10 days.

The family will be required to notify the HA in writing within 10 days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

The family member will be determined permanently absent if verification is provided.

A time extension will be granted as an accommodation upon request by a person with a disability.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

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

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

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than 15 consecutive days, or a total of 15 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

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

Statements from neighbors and/or the landlord will be considered in making the determination.

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

The burden of persuasion that the individual is a visitor rests on the HA.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and HA

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

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

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

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the HA in writing within 15 days of the maximum allowable time.

Families are required to report any additions to the household in writing to the HA within 15 days of the move-in date.

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

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

Reporting Absences to the HA

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

If a family member leaves the household, the family must report this change to the HA, in writing, within 15 days of the change and certify as to whether the member is temporarily absent or permanently absent.

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

D. AVERAGING INCOME

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

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

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

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month-to-month; this estimate will be used so that the housing payment will not change from month to month.

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

E. MINIMUM INCOME

There is no minimum income requirement.

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME
(24 CFR 982.54(d)(10))

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the Total Tenant Payment.

1. Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member
2. Exclude the income and deductions of the member if his/her income goes directly to the facility
3. Calculate the income by using the following methodology and use the income figure, which would result in a lower payment by the family:
 - (a) Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member
 - OR -
 - (b) Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home

G. REGULAR CONTRIBUTIONS AND GIFTS (24 CFR 5.609)

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

Any contribution or gift received every two months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, "Verification Procedures," for further definition.)

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

H. ALIMONY AND CHILD SUPPORT (24 CFR 5.609)

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

If the amount of child support or alimony received is less than the amount awarded by the court, the HA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

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

- ❑ The HA receives verification from the agency responsible for enforcement or collection
- ❑ The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney

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

I. LUMP-SUM RECEIPTS (24 CFR 5.609 (c) (3))

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

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

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

- The HA uses a calculation method which calculates retroactively or prospectively depending on the circumstances
- The HA will calculate prospectively if the family reported the payment

within 10 days and retroactively to date of receipt if the receipt was not reported within that time frame

- The HA will calculate retroactively if the receipt was not reported at the last recertification

Prospective Calculation Methodology

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

1. The entire lump-sum payment will be added to the annual income at the time of the interim.
2. The HA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).
3. At the next annual recertification, the HA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.
4. The lump sum will be added in the same way for any interim's which occur prior to the next annual recertification.

If amortizing the payment over one year will cause the family to pay more than 50 percent of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, the HA and family may enter into a Repayment Agreement, for the balance of the amount over the 50 percent calculation. The beginning date for this Repayment Agreement will start as soon as the one year is over.

Retroactive Calculation Methodology

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

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

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

Attorney Fees

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

J. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

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

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

(24 CFR 5.603 (c) (3))

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

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

The HA's minimum threshold for counting assets disposed of for less than Fair Market value is \$2,500. If the total value of assets disposed of within a one-year period is less than \$2,500, they will not be considered an asset.

L. CHILD CARE EXPENSES

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

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

Deductions for child care expenses are based on the following guidelines:

- Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- Child care for school (full-time student) :The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including two hours travel time to and from school).
- Amount of Expense: The HA will survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

M. MEDICAL EXPENSES (24 CFR 5.609(a)(2), 5.603)

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

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts and doctor's note for OTC (over the counter) unless the need for the OTC item is understandable, for example – incontinence supplies, etc.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will not be considered allowable medical expenses, unless accompanied by a doctor's note requiring their use.

N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

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

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

Prorated Assistance Calculation

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

assistance.

O. REDUCTION IN BENEFITS

See chapter on recertifications regarding how to treat income changes resulting from welfare program requirements.

P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS (24 CFR 982.153, 982.517)

The same Utility Allowance Schedule is used for all tenant-based programs. The HA will maintain up-to-date utility allowance schedules.

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

The HA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with HQS. The HA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

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

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

The utility allowance is based on the actual size selected. Where families provide their own range and refrigerator, the HA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a 12 month period.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the HA will provide a Utility Reimbursement Payment for the family each month. The check will be made out to utility company and tenant.

Chapter 7

VERIFICATION PROCEDURES

(24 CFR Part 5, Subparts B, D, E and F; 982.158, 982.516)

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the HA. HA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible.

Applicants and program participants must furnish proof of their statements whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED (24 CFR 982.516)

The HA will verify information through the methods of verification acceptable to HUD in the following order:

1. Upfront/Enterprise Income Verification (EIV, SWICA, The Work Number)
2. Third-Party Written
3. Third-Party Oral
4. Review of Documents (Tenant Provided)
5. Certification/Self-Declaration (Tenant Declaration)

The HA will allow adequate time for return of third-party verifications before making a second attempt. The HA will allow an additional week after the second attempt prior to going to the next method.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 120 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-

party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically via email or fax, directly from the source are considered third- party written verifications.

The HA will not accept verifications delivered by the family except original, unaltered computerized printouts from the following agencies may be accepted if third party was not returned:

- ❑ Social Security Administration
- ❑ Veterans Administration
- ❑ Welfare Assistance
- ❑ Florida State Unemployment
- ❑ City or County Courts

Exceptions to Third- Party Verification

In accordance with HUD Notice PIH 2004-1 Verification Guidance, the HA may make an exception to obtaining third- party verification if:

1. The asset or expense to be verified is not a significant amount and would have minimum impact on the TTP and the HA is able to verify the asset or expense through review of original documents provided by the tenant; or
2. It is not cost effective or reasonable to obtain third-party verification of assets and expenses.

For the purposes of number 1 above, the HA has determined that assets under \$1,000 and expenses under \$40 week/\$120 month are insignificant in their impact on the TTP and may be verified by second- party verification.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to document the file accordingly, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third- party verification is not available, the HA will compare the information to any documents provided by the Family. If provided by telephone, the HA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third- party with two attempts by the HA, the HA will document the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

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

The HA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- ❑ Printed wage stubs
- ❑ Signed computer print-outs from the employer
- ❑ Signed letters (provided that the information is confirmed by phone)
- ❑ Other documents noted in this Chapter as acceptable verification

The HA will accept Faxed documents.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will utilize the third- party verification, unless there is a clear omission or incomplete information.

The HA will not delay the processing of an application beyond 30 days because a third- party information provider does not return the verification in a timely manner.

Self- Certification/Self-Declaration

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

B. RELEASE OF INFORMATION (24 CFR 5.230)

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with

a copy of the appropriate forms for their review and signature.

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

C. COMPUTER MATCHING

Where available, computer matching will be conducted. When computer matching results in a discrepancy with information in the HA records, the HA will follow-up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, the HA will follow the procedures in the Administrative Plan.

D. ITEMS TO BE VERIFIED (24 CFR 982.516)

- ☐ All income not specifically excluded by the regulations
- ☐ Full-time student status including High School students who are 18 or over
- ☐ Current assets including assets disposed of for less than fair market value in preceding two years
- ☐ Child care expense where it allows an adult family member to be employed or to further his/her education
- ☐ Total medical expenses of all family members in households whose head or spouse is elderly or disabled
- ☐ Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed
- ☐ U.S. citizenship/eligible immigrant status
- ☐ Social Security Numbers for all family members
- ☐ Familial/Marital status when needed for head or spouse definition
- ☐ Verification of reduction in benefits for noncompliance

The HA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for a rent reduction.

E. VERIFICATION OF INCOME (24 CFR 982.516)

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

Exceptions to Third Party Verification

In accordance with HUD Notice PIH 2004-1 Verification Guidance, the HA may make an exception to obtaining third party verification if:

1. The HA made at least two documented attempts to obtain third party verification, with no success and/or
2. The income source does not have the capability to provide written or oral third party verification.

Written supervisory approval will be necessary to move forward with second party verification of income. The supervisor is responsible for assuring there is adequate documentation in the file indicating why the third party verification was not available.

Employment Income

Verification forms request the employer to specify the:

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

Acceptable methods of verification include:

- Upfront verification using EIV, SWICCA, TASS, The Work Number or any subsequently approved upfront/enterprise verification system.
- Employment verification form completed by the employer (3rd party/up front)
- Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings

- W-2 forms plus income tax return forms
- Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

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

Acceptable methods of verification include:

- Enterprise Income Verification (EIV)
- Third party benefit verification form completed by agency providing the benefits.
- Award or benefit notification letters prepared and signed by the providing agency
- Computer report electronically obtained or in hard copy
- Bank statements for direct deposits

Unemployment Compensation

Acceptable methods of verification include:

- Up-front verification when available (EIV)
- Third party verification form completed by the unemployment compensation agency
- Computer printouts from unemployment office stating payment dates and amounts
- Payment stubs

Welfare Payments or General Assistance

Acceptable methods of verification include:

- Up-front verification, when available
- Third party verification form completed by payment provider
- Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months. (Cash Issuance History Report)
- Computer-generated Notice of Action
- Phone verification on authorized line

Alimony or Child Support Payments

Acceptable methods of verification include:

- Upfront or on-line verification when available
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules
- Third party mailed
- A notarized letter from the person paying the support
- Copies of latest three checks and/or payment stubs from Court Trustee. HA must record the date, amount, and number of the check
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received
- If payments are irregular, the family must provide one or more of the following:
 1. A copy of the separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules
 2. A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement
 3. A notarized affidavit from the family indicating the amount(s) received

4. A welfare notice of action showing amounts received by the welfare agency for child support
5. A written statement from an attorney certifying that a collection or enforcement action has been filed

Net Income from a Business

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

Acceptable methods of verification include:

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

Child Care Business

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

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

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

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

Recurring Gifts

The family must furnish a self-certification containing the following information:

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

Zero Income Status

The HA may request information from the State Employment Office.

The HA may request information from IRS.

The HA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

Full-Time Student Status

Only the first \$480 of the earned income of full time students, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

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

F. INCOME FROM ASSETS (24 CFR 982.516)

Savings Account Interest Income and Dividends

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or third-party HA verification forms completed by the financial institution
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification
3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months

Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include, in this order:

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

Net Rental Income from Property Owned by Family

Acceptable methods of verification include, in this order:

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

G. VERIFICATION OF ASSETS

Exceptions to Third Party Verification

In accordance with HUD Notice PIH 2004-1 Verification Guidance, the HA may make an exception to obtaining third party verification if:

1. The asset or expense to be verified is not a significant amount and would have minimum impact on the TTP and the HA is able to verify the asset or expense through review of original documents provided by the tenant; or
2. It is not cost effective or reasonable to obtain third party verification of assets and expenses

For the purposes of number 1 above, the HA has determined that assets less than \$1,000 and expenses less than \$40 week/\$120 month are insignificant in their impact on the TTP and may be verified by second party verification.

Family Assets

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

1. Verification forms, letters, or documents from a financial institution or broker
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker
3. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate
4. Real estate tax statements if the approximate current market value can be deduced from assessment
5. Financial statements for business assets
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds
7. Appraisals of personal property held as an investment
8. Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

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

1. For all certifications and recertifications, the HA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME (24 CFR 982.516)

Child Care Expenses

Child care expenses must be determined to be reasonable. The HA may use current private market cost as comparison in determining whether the child care expense claimed is reasonable.

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

Medical Expenses

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

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family
3. Written-confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted
4. For attendant care:
 - a. A licensed professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes
 - b. Attendant's written confirmation of hours of care provided and amount and frequency of payment received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services
5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months
6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months
7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year
8. The HA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment

Assistance to Persons with Disabilities

1. In All Cases:
 - (a) Written certification from a reliable, knowledgeable professional that the

person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed

- (b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received

2. Attendant Care:

- (a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided
- (b) Certification of family and attendant and/or copies of canceled checks family used to make payments

3. Auxiliary Apparatus:

- (a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus
- (b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment

Exceptions to Third Party Verification

In accordance with HUD Notice PIH 2004-1 Verification Guidance, the HA may make an exception to obtaining third party verification if:

- 1. The asset or expense to be verified is not a significant amount and would have minimum impact on the TTP and the HA is able to verify the asset or
- 2. expense through review of original documents provided by the tenant; or
- 3. It is not cost effective or reasonable to obtain third party verification of assets and expenses.

For the purposes of number 1 above, the HA has determined that assets less than \$1,000 and expenses less than \$40 week/\$120 month are insignificant in their impact on the TTP and may be verified by second- party verification.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

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

- ☐ Certificate of Birth, naturalization papers
- ☐ Church issued baptismal certificate
- ☐ Current, valid driver's license
- ☐ U.S. military discharge (DD 214)
- ☐ U.S. passport
- ☐ Voter's registration
- ☐ Company/agency Identification Card
- ☐ Department of Motor Vehicles Identification Card
- ☐ Hospital records

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

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

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

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

Verification of relationship:

- ☐ Official identification showing names
- ☐ Birth Certificates
- ☐ Baptismal certificates

Verification of guardianship is:

- ☐ Court-ordered assignment
- ☐ Verification from social services agency
- ☐ School records

Evidence of a stable family relationship:

- ☐ Joint bank accounts or other shared financial transactions
- ☐ Leases or other evidence of prior cohabitation
- ☐ Credit reports showing relationship

Verification of Permanent Absence of Adult Member

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

1. Husband or wife institutes divorce action
2. Husband or wife institutes legal separation
3. Order of protection/restraining order obtained by one family member against another
4. Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available
5. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location
6. If no other proof can be provided, the HA will accept a self-certification from the family
7. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated

Verification of Change in Family Composition

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

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)).

Verification of Citizenship/Eligible Immigrant Status

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

- (a) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.
- (b) Eligible immigrants who were Participants and 62 or over on June 19,

1995, are required to sign a declaration of eligible immigration status and provide proof of age.

- (c) Non citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HA verifies the information through the INS SAVE system. If this primary verification fails to verify status, the HA must request within 10 days that the INS conduct a manual search.
- (d) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.
- (e) Non citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on' the statement of ineligible members.

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

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, it will be done no later than the family's first annual recertification following the enactment of the Quality Housing and Work Responsibility Act of 1998. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial HA does not supply the documents, the HA must conduct the determination.

Extensions of Time to Provide Documents. Extensions will be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The HA will generally allow up to 30 days to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- ❑ **Permanent Resident Card** (Form I-551) - also known as the "Green Card" and

must have expiration date.

- ❑ **Asylees:** Asylum Approval Notice **and** Employment Authorization Document (EAD) or Arrival –Departure Record (Form I-94), along with government –issued ID card with photo.
- ❑ **Refugees:** Refugee Approval Notice and Employment Authorization Document (EAD).

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept for five years.

If the HA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers (24 CFR 5.216)

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

- ❑ A driver's license
- ❑ Identification card issued by a Federal, State or local agency
- ❑ Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- ❑ An identification card issued by an employer or trade union. An identification card issued by a medical insurance company earnings statements or payroll stubs
- ❑ Bank Statements
- ❑ IRS Form 1099
- ❑ Benefit award letters from government agencies
- ❑ Retirement benefit letter

- ❑ Life insurance policies
- ❑ Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- ❑ Verification of benefits or Social Security Number from the SS Administration

All family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA. If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the HA. The applicant/participant or family member will have an additional 30 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, licensed professional on an annual basis.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The HA's objectives are to assure that families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the HA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing package, which provides more detailed information about the program. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

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

When funding is available, the HA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must be within the dollar limitations set by the ACC budget.

The number of vouchers issued must ensure that the HA stays as close as possible to 100% lease-up. The HA performs a monthly calculation electronically to determine whether applications can be processed, and the number of vouchers that can be issued, if any.

The HA may over-issue vouchers only to the extent necessary to meet leasing goals within the approved budget authority. If the HA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE (24 CFR 982.301)

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups or individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to the Housing Advisor/Specialist assigned to the family.

Briefings will be conducted in English. Briefings will also be conducted in Spanish on

an as-needed basis.

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

The HA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing.

Applicants who fail to attend two scheduled briefings, without prior notification and approval of the HA, may be denied admission based on failure to supply information needed for certification. The HA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Package

The documents and information provided in the briefing packets will comply with all HUD requirements. The HA also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials:

- ❑ The term of the voucher, and the HA policy for requesting extensions to the term of the voucher or suspensions of the voucher
- ❑ A description of the method used to calculate the housing assistance payment, information on Utility Allowances and Payment Standards
- ❑ How the maximum allowable rent is determined
- ❑ Materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency, and security
- ❑ Where the family may lease a unit including an explanation of portability
- ❑ The HUD required tenancy addendum, which must be included in the lease
- ❑ The Request for Approval of Tenancy form, and a description of the procedure for requesting approval for a unit

- ❑ The HA policy on providing information about families to prospective owners
- ❑ The Subsidy Standards, including when and how exceptions are made and how the voucher size relates to the unit size selected
- ❑ The HUD brochure, "A Good Place to Live" on how to select a unit that complies with HQS
- ❑ The HUD brochure on lead-based paint and information about where blood level testing is available
- ❑ Information on Federal, State and local equal opportunity and fair housing laws and guidelines, including the form for reporting suspected discrimination and the phone numbers of the local fair housing agency and the HUD enforcement office
- ❑ A list of landlords willing to lease to assisted families or help in the search and/or known units available for the size voucher issued. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration
- ❑ If the family includes a person with disabilities, notice that the HA will provide a list of available accessible units known to the HA
- ❑ The Family Obligations under the program
- ❑ The grounds on which the HA may deny or terminate assistance for an applicant or participant because of family action or failure to act
- ❑ Informal hearing procedures including when the HA is required to offer an informal hearing, how to request the hearing, and the hearing procedures
- ❑ Information that a Landlord Information Guide, an HQS checklist and sample contract is available
- ❑ Procedures for notifying the HA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair
- ❑ Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability. (required for HAs in MSAs)
- ❑ A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families. (required for HAs in MSAs)

- ❑ Information regarding the HA's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations
- ❑ The family rights as a tenant and a program participant
- ❑ Requirements for reporting changes between certifications
- ❑ Information on security deposits and legal referral services
- ❑ The Family Self Sufficiency Program
- ❑ The HCV Homeownership Program

Other Information to be Provided at the Briefing

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

The briefing presentation emphasizes:

- ❑ Family and owner responsibilities
- ❑ Where a family may lease a unit inside and outside its jurisdiction
- ❑ How portability works for families eligible to exercise portability
- ❑ Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the HA's jurisdiction
- ❑ Exercising choice in residency
- ❑ Choosing a unit carefully and only after due consideration

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

Owner Information

Workshops will be held for owners periodically. Prospective owners may receive a personal invitation and current owners will be notified by mail. The purpose of the owner workshops is to increase the availability of housing stock to program participants and to assure successful owner participation in the program.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the HA will provide assistance to families who wish to do so.

The assistance provided to such families may include:

- ❑ Counseling with the family
- ❑ Providing information about services in various non-impacted areas
- ❑ Meeting with neighborhood groups to promote understanding
- ❑ Formal or informal discussions with landlord groups
- ❑ Formal or informal discussions with social service agencies
- ❑ Meeting with rental referral companies or agencies
- ❑ Meeting with fair housing groups or agencies

The Housing Authority will maintain lists of available housing units submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of units will be available for review at the front desk upon request.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

Fair Housing Laws

The HA provides the family with a complaint form and the location of the local Fair Housing office. If HUD Fair Housing makes a finding of discrimination against an owner, the HA will restrict the owner from future participation.

E. SECURITY DEPOSIT REQUIREMENTS (24 CFR 982.313)

The owner is not required to, but may collect a one-time security deposit from the tenant.

Security deposits charged by owners may be any amount the owner wishes to charge in accordance with private market practice (but not more than the maximum prescribed by State or local law).

For lease-in-place families, the owner should settle the security deposit issue with the tenant prior to the beginning of assistance.

F. TERM OF VOUCHER (24 CFR 982.303,982.54(d))

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

Expirations

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

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

Suspensions

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

Extensions

A family may request an extension of the Voucher time period. All requests for extensions must be received in writing, and should be made at least one week prior to the expiration date of the Voucher.

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

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

- If the vacancy rate for rental housing in the jurisdiction is less than 99%, extensions will be granted automatically on request up to a maximum of 180 days.

Assistance to Voucher Holders

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

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

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS (24 CFR 982.3 15)

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

1. Which of the two new family units has custody of dependent children
2. Which family member was the head of household when the Voucher was initially issued (listed on the initial application)
3. The composition of the new family units, and which unit contains elderly or disabled members
4. Whether domestic violence was involved in the breakup
5. Which family members remain in the unit
6. Recommendations of social service professionals

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

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

H. REMAINING MEMBERS OF TENANT FAMILY - RETENTION OF VOUCHER
(24 CFR 982.315)

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

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

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor,
- OR**
2. The HA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

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

Chapter 9

REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

INTRODUCTION

Effective October 21, 1998 the Quality Housing and Work Responsibility Act of 1998 made permanent the repeal of the 90-day owner termination and endless lease requirements. HA's are no longer limited to the use of the endless lease, exclusively. Owners can choose from the following options, but the initial term must still be at least 12 months:

Owners may elect to have an indefinite extension of the initial term (the endless lease). This option allows that the owner can only terminate tenancy during the term of the lease by instituting a court action, or

Owners may elect fixed, definite extensions of the initial term such as month-to-month or year-to-year. This option allows that the owner can terminate tenancy without cause at the end of the initial term or any subsequent term. However, the new legislation permits the HA to approve a shorter initial lease term if the HA determines that:

- ❑ Such shorter term would improve housing opportunities for the tenant, and
- ❑ Such shorter term is the prevailing local market practice.

After families are issued a Voucher, the family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This Chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval, formerly Request for Lease Approval.

A. REQUEST FOR TENANCY APPROVAL (24 CFR 982.302, 982.305 (b))

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

The RFTA must be signed by both the owner and Voucher holder. The lease may be executed up to 60 days prior to contract execution but cannot be executed without approval of the HA.

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

The HA will review the proposed lease and the RFTA documents to determine whether or not they are approvable.

The Request will be approved if:

1. The unit is an eligible type of housing.
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
3. The rent is reasonable.
3. The security deposit amount is approvable.
5. The proposed lease complies with HUD, State and HA requirements
6. The owner is approvable, and there are no conflicts of interest.

In addition to the above, HUD regulations at 24 CFR 982.305 and 24 CFR 982.508 will prevail with regard to the family share of rent at the time a family initially receives assistance.

Disapproval of RFTA

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

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

The time limit on the Voucher will be suspended while the RFTA is being processed.

B. ELIGIBLE TYPES OF HOUSING (24 CFR 982.353, 982.54)

The HA will approve any of the following types of housing:

- ☐ All structure types can be utilized
- ☐ Manufactured homes where the tenant leases the mobile home and the pad
- ☐ Manufactured homes where the tenant owns the mobile home and leases the pad for Vouchers
- ☐ Independent Group Residences
- ☐ Single Room Occupancy

- ❑ Congregate Housing
- ❑ Cooperative Housing

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

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

The HA must permit the use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

C. LEASE REVIEW (24 CFR 982.308)

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

Owners must use their own lease form in accordance with HUD requirements. The lease must be the standard form of lease the owner uses for the owners' non-assisted tenancies. The HUD Tenancy Addendum must be attached.

Actions Before Lease Term

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

The HA has inspected the unit and has determined that the unit satisfies HQS;

The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;

The HA has approved leasing of the unit in accordance with program requirements.

D. SEPARATE AGREEMENTS

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

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

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

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

The HA is not liable for unpaid charges for items covered by separate agreement and nonpayment of these agreements cannot be cause for eviction.

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

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

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

If the owner makes modifications to the unit, the costs should be recovered through the rent collected, not by having the tenant pay for the modifications. Exception would be considered if the modifications are such that they most likely would be removed if the tenant moved out.

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

See the "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

F. RENT LIMITATIONS (24 CFR 982.507)

The HA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises. Tax credit units may not be used as comparable units as they are

considered by HUD to be assisted.

G. DISAPPROVAL OF PROPOSED RENT (24 CFR 982.502)

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

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

If the rent can be approved after negotiations with the owner, the HA will continue processing the Request for Approval of Tenancy and Lease. If the revised rent involves a change in the provision of utilities, the owner may be required to submit a new Request for Approval of Tenancy.

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

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

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

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

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

The HA will provide documented information regarding tenancy history for the past 3 years to prospective landlords upon written request from the landlord.

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

- ❑ Eviction history
- ❑ Any history of damage to rental units

- ❑ Any history of drug trafficking by family members

The information will be provided for the last 3 years and may be provided in writing as requested.

I. OWNER DISAPPROVAL (24 CFR 982.306)

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

The HA will disapprove the owner for the following reasons:

1. 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.
2. 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.
3. HUD has informed the HA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The HA in its administrative discretion may deny approval for any of the following reasons:

- ❑ The owner has violated obligations under a housing assistance payments contract under HCV of the 1937 Act (42 U.S.C. 14370).
- ❑ The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program, including accepting "side" payments for rent above what is stated in the lease.
- ❑ The owner has engaged in drug trafficking.
- ❑ The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based HCV assistance or leased under any other federal housing program.
- ❑ The owner has a history or practice of renting units that fail to meet State or local housing codes.
- ❑ The owner has not paid State or local real estate taxes, fines or

assessments.

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

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

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

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

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

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification Number or Social Security Number. Owners must also submit proof of ownership of the property, such as a Warranty Deed, Mortgage Deed, Grant Deed or Tax Bill, and a copy of the Management Agreement if the property is managed by a management agent. Owner must also provide proof that all property taxes have been paid and are current. If the owner does not reside in Pinellas County or a nearby county, the name and address of a local agent/manager must be provided and an owner/agent form completed.

The owner must provide a business or home telephone number.

L. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract. The HA 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 HA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

(24 CFR 982.401)

INTRODUCTION

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

The HA will inspect each unit under contract at least annually. The HA will also have an inspection supervisor or other designated staff person perform quality control inspections on the number of units required for sampling by SEMAP annually to maintain the HA's required standards and to assure consistency in the HA's program. This Chapter describes the HA's procedures for performing HQS and other types of inspections, and HA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements. (See the additions to HQS listed under "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

A. GUIDELINES/TYPES OF INSPECTIONS (24 CFR 982.401 (a), 982.405)

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

The HA will allow the stove and refrigerator to be placed in the unit after the inspection if the family certifies the appliances are working according to the Housing Quality Standards. The HA will not conduct a re-inspection.

There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted on move-in ready units upon receipt of Request For Approval of Tenancy.
2. Annual: Must be conducted within 12 months of the previous annual HQS inspection.
3. Special/Complaint: At request of owner, family, or an agency or third-party.
4. Quality Control: A quality control inspection will be conducted for the number of units required by SEMAP.

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

Timely Initial HQS Inspection

The HA (or the HA's contractor) will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination (if the inspection failed) as soon as possible.

The HA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

In order for a unit to be approved for participation in the HCV program, it must be inspected by a PCHA inspector to determine if the unit meets the minimum Housing Quality Standards (HQS) established by HUD and PCHA.

In order to avoid delays in the start of assistance for a family, the following checklist is being made available to assist in getting the unit ready. All units not move-in ready will not be inspected. The checklist is not all inclusive. There may be other items not listed that could result in a failed inspection.

- ❑ The unit has been completely cleaned from the previous tenant and move-in ready.
- ❑ All utilities (electricity, gas, and water) must be turned on.
- ❑ Unit must have a cooking stove and refrigerator, both clean and in proper working condition.
- ❑ The unit must have a permanent, safe heating system adequate for unit size – no space heaters.
- ❑ All exterior doors and windows open and close properly, have a weather tight fit, and have locks that are operable. Doors and windows must have screens that are in good condition (none missing or torn).
- ❑ There are no electrical hazards - All light switch and electrical cover plates are in place and in good condition; no exposed wiring, no hanging fixtures, and all outlets work and test properly. GFCI necessary within 6 feet of all water sources.
- ❑ There is no peeling paint inside the unit and no peeling paint on the exterior surface (Applies to units built prior to 1978 and to be occupied by children age six (6) or under).
- ❑ All cabinet doors open, close and latch easily.
- ❑ Interior and exterior doors open, close and latch easily. Doorstops are in place to protect walls.
- ❑ Interior ceilings and walls are in good condition and have been cleaned or freshly painted.
- ❑ All flooring is secure, free of tripping hazards and is clean.
- ❑ All bathrooms must have a working window or exhaust vent.

- ❑ Operable smoke detector(s) are in place on each level and in compliance with state law.
- ❑ Unit has hot and cold running water with no plumbing leaks inside or outside the unit.
- ❑ The water heater has a temperature and pressure relief valve and discharge line to extend within six (6) inches of the floor or outside the living area; closet latches and is not in an area that presents a hazard.
- ❑ All grounds around the unit are free from debris and lawn must be mowed.
- ❑ The unit must be free from infestation or other vermin.
- ❑ The unit must be free from visible mold or mildew.
- ❑ The unit address must be clearly posted and visible from the street

The HA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The Initial Inspection will be conducted to:

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

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

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

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

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

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

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

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

HQS deficiencies, which cause a unit to fail, must be corrected by the landlord within the timeframe specified in the HA's letter, unless it is a fail for which the tenant is responsible.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice.

Inspection Appointment: The family and owner will be notified of the date and time of the inspection appointment by mail or telephone. If the family and/or owner is unable to be present, they must reschedule the appointment so that the inspection is completed within 10 days if possible.

If the inspection is determined to be "inconclusive" for any reason (inspector cannot gain entry or utilities/appliances are not present, etc), that inspection will be deemed a "fail" and appropriate timelines and abatements and/or termination of assistance will be applied from the date of the inconclusive inspection.

If the family/owner does not contact the HA to reschedule the inspection, or if the family misses two inspection appointments, the HA will consider the family to have violated a Family Obligation and their assistance may be terminated in accordance with the termination procedures in the Plan. The HA may also abate payment to the owner.

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification (See Emergency Repair Items section).

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

For major repairs, an extension beyond 30 days may be approved by a supervisor.

D. SPECIAL/COMPLAINT INSPECTIONS (24 CFR 982.405(c))

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

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

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

If the annual inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection may be categorized as annual and all annual procedures will be followed.

E. QUALITY CONTROL INSPECTIONS (24 CFR 982.405(b))

Quality Control inspections will be performed by supervisory or compliance staff on the number of units required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

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

F. ADDITIONS TO HQS

The objective of Housing Quality Standards (HQS) inspections is to ensure that all dwelling units leased to HCV participants provide for a safe and healthy environment with living facilities arranged and equipped to ensure such condition.

GROUND FAULT INTERRUPTERS:

All 125-volt, single-phase, 15 and 20-ampere receptacles installed in the locations specified below shall have ground-fault circuit interrupter protection in accordance

with the National Electric Code:

All receptacles located 6 feet from any water source must be GFCI protected.

- Bathrooms.
- Garages, Laundry rooms and grade-level portions of unfinished accessory buildings used for storage or work areas.

Exception 1- Receptacles that are not readily accessible.

Exception 2- A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that in normal use is not easily moved from one place to another, and that is cord and plug connected in accordance with code.

- Exterior receptacles and outdoors porches must have covers on all outlets and must be GFCI protected.
- Crawl Spaces. Where the crawl space is at or below grade level.
- Kitchens. Where the receptacles are installed to serve the countertop surfaces.
- Wet bar sinks. Where the receptacles are installed to serve the countertop surfaces and are located within 6 ft of the outside edge of the wet bar sink.

ELECTRICAL OUTLETS:

The outlets required by type of room are:

1. Living Room – Requires 2 outlets or 1 outlet and 1 permanently installed ceiling or wall light fixture.
2. Kitchen– Requires at least 1 working outlet and 1 permanently installed wall or ceiling light fixture in working condition. A working outlet cannot be substituted for a light fixture. See also GFI requirement above.

NOTE: Kitchens 50 square feet or less require 2 remote convenience outlets. Kitchens over 50 square feet require at least 3 separate and remote convenience outlets).

3. Bathroom – Requires a permanent light fixture in working condition, (an outlet cannot substitute for a permanent light fixture) and at least 1 receptacle outlet. See also GFI requirement above.
4. Bedroom or any other room used for sleeping – Requires two outlets or 1 outlet and one permanently installed light fixture.
5. All other rooms used for living – Require a means of natural or artificial illumination such as a light fixture, a wall outlet to serve as a lamp, a window in the room or adequate light from an adjacent room.

All outlets and light switches must have cover plates and cannot be cracked or damaged or have paint on them.

All bedroom light switches must be in the same room that they service.

NOTE: The following items are not considered permanently installed light fixtures:

- Table or floor lamps.
- Ceiling lamps plugged into a socket.
- Extension cord plugged into another plug.

RANGE AND REFRIGERATOR:

All units must have a range and a refrigerator in good working condition. Appliances must be clean and the gaskets in good condition.

- The range (stove top and oven) must be free from any heavy build-up of grease to avoid a fire hazard.
- Burner rings and pans must be present and for each burner and free of rust and heavy build-up of grease.
- All knobs must be present and in working condition..
- If a bottom drawer is present in the range, it must be free of rust, and grease.

SMOKE DETECTORS:

Each dwelling unit must include at least 1 battery operated or hard wired smoke detector in proper working condition on each level of the unit or on a split plan house outside of each sleeping area.

Inoperable smoke detectors are a serious health threat and will be treated by the HA as an emergency (24 hour) fail item. If the smoke detector is not operating properly, the HA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The HA will re-inspect the unit the following day.

If the HA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the HA will re-inspect the unit the following day.

The smoke detector must be located in a hallway adjacent to a bedroom. It must be mounted on the ceiling at least 4 inches from a wall or on a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling. Detectors may not be installed in kitchens, garages or other spaces where the temperature can fall below 32 degrees F or exceed 100 degrees F.

NOTE: Units occupied by hearing-impaired persons must have smoke detectors designed for the hearing-impaired in each bedroom occupied by the hearing-impaired person.

BREAKER OR FUSE BOX:

The breaker box must have a cover and no missing blanks or fuses.

1. The breaker or fuse box must be accessible.
2. Padlocks on breaker box are not allowed and will FAIL the unit unless both the tenant and owner have a key to the padlock.
3. Breaker or fuse panel cannot be located in another unit nor can the unit contain

the panels from another unit.

WINDOWS:

Every living and sleeping area must have a window with direct access to outside. Bathrooms must have a working window or a working exhaust fan.

- All windows, which were designed to be operable, must be in operating condition.
- All windows must be accessible for inspection and for an emergency exit.
- All windows must lock properly.
- All windows designed to open must have screens that are not damaged in any way.
- ALL windows must be weather tight, water tight, rodent proof and insect proof.
- All window sashes must be in good condition, solid and intact and fit properly in the window frame. Damaged or deteriorating sashes must be replaced.

NOTE: A small crack in windowpane is acceptable if the glass is not loose and does not have sharp edges.

FLOORING:

Floors must be in good condition free of any trip hazards. All floors in interior living areas must be finished.

LIGHT & VENTILATION:

Each habitable room within a dwelling or apartment shall have at least one window or skylight facing directly to the outdoors.

The minimum total window area for each habitable room shall be 8% of the floor area of the room. Whenever the only window in a room is a skylight type window in the top of the room, the total window area shall equal at least 15% of the total floor area of that room.

LAUNDRY AREA:

Every laundry area shall contain at least one grounded-type receptacle. Washing machines require 110 Amp receptacle and, if applicable, dryers require a 220 Amp.

MAINTENANCE:

All buildings or structures and all parts shall be maintained in sound condition, good working order, and in safe and sanitary manner. Each building and structure shall be provided with a means of egress as required by local and/or national code and these required openings may not be obstructed.

- All foundation walls, exterior walls and roofs shall be weather tight, watertight and rodent proof
- Each window, exterior door and hatchway shall be weather tight, watertight, rodent proof and insect proof
- Each outside stair, porch appurtenance shall be safe to use and capable of supporting the load designed and contracted to serve

- Each yard or public area shall be properly graded to obtain thorough drainage.
- Every sleeping room within a building or structure must be provided with 2 means of egress
- All exterior wiring must be protected by conduit
- All exterior surfaces must be free from cracking, scaling, peeling, chipping and loose paint or adequately treated or covered, regardless of whether the paint has been treated for lead content
- A sidewalk or stepping stones must be provided from the front door to the curb of the driveway
- Each unit must have house numbers that are visible from the street
- Each fuel oil tank, if applicable, must be sound, secured and maintained in a level position

BURGLAR BARS:

Burglar bars or other equipment or devices, which obstruct the required openings, must be capable of being opened from the inside without the use of separate keys or tools.

HAND RAILINGS:

Railings are required on any unenclosed structure over 3 feet from ground level or any steps containing 4 or more risers.

SCREENS:

Each dwelling unit without Central Heat and A/C, shall be protected against mosquitoes, flies and other insects and pests by providing each window with a screen. All other openings to the outside, excluding doors, which are used or intended to be used for ventilation shall be supplied with screens.

ACCESSORY STRUCTURES:

Garage, storage buildings, fences, buffer walls shall be maintained in good repair and sound structural condition and shall not be allowed to deteriorate to an unsound or unsightly appearance.

HOUSEKEEPING:

Each occupant of a unit is responsible for the disposal of all garbage in a clean and sanitary manner by placing it in the garbage disposal facility or garbage container.

YARD MAINTENANCE STANDARDS:

Ground cover, including but not limited to grass, mulch, and/or shrubbery for all exposed sand or soil areas, or otherwise as required by local codes and ordinances.

SPACE, USE & LOCATION:

Each dwelling unit shall contain at least 150 square feet of habitable floor area for the first occupant & at least 100 square feet of additional floor area for each additional occupant.

Each room for sleeping purposes shall contain at least 70 square feet of habitable floor area, with no horizontal dimension being less than 7 feet at the narrowest point. Every room occupied for sleeping by more than 1 occupant shall contain at least 50 square feet of additional habitable floor area for each occupant.

Each bedroom must contain either a portable wardrobe or closet (including a clothes rod) for the proper hanging and storage of clothes. Each bedroom should have an interior door.

PEELING PAINT:

No peeling paint should be anywhere inside or outside the unit. Surface is to be scraped and repainted with 2 coats of non-lead based paint.

WATER:

Water supply must be connected to an approved public or private system. If it is a private system, the owner will be asked whether the well has been tested and whether it was approved. Verification may be required.

SEWER:

The unit must be connected to an approved public or private system. If private system is used, owner will be asked the type of system. The inspector will determine whether it meets local health and safety standards. Evidence of sewer back-up will warrant a fail rating.

BATHROOM:

1. Each unit must have a bathroom for the exclusive, private use of the tenant and be connected to a hot and cold running water supply and contain a sink, toilet, tub and/or shower in proper working order.
2. The primary bathroom must contain a toilet paper holder, or shelf, a vanity mirror, and a shower rod (if a shower is present). The primary bathroom must also contain adequate towel bars in relation to the number of occupants.
3. The tub/shower unit must be adequately caulked or grouted and secured. The walls must be free of any hazards such as broken or jagged edges and should be impervious to water, if a shower is present.
4. Each toilet must have a toilet tank cover. The toilet seat must be free of any hazards. The porcelain of all bathroom fixtures must be clean and free of major stains.
5. All plumbing holes must be sealed.
6. Ground Fault Interrupters are required.

KITCHEN:

1. Each dwelling unit must have a specific kitchen area.
2. Each kitchen must contain an oven and stove (or range) with all parts in proper working order.
3. Each unit must contain a properly working refrigerator of appropriate size for the unit. All refrigerator parts and accessories should be present and in good working order, including shelves, vegetable bins and covers, etc.
4. Each kitchen must contain a sink with hot and cold running water and with an approved drain with gas trap
5. All plumbing holes in walls and floors must be sealed
6. Each unit must have space for food storage and preparation. The countertop surface adjacent to the sink must be impervious to water and free of paper based coverings (such as adhesive-backed paper) and should have a back-splash
7. The kitchen floor must be sound, free from hazardous defects and impervious to water with covering such as tile or linoleum
8. Ground Fault Interrupters are required. See requirement in this chapter

MOBILE HOMES:

If the unit is a mobile home, it must be properly placed and tied down and have at least one (1) smoke detector in working condition.

GENERAL HEALTH AND SAFETY:

1. The access to the unit may not be gained through another unit
2. The unit must have adequate covered facilities for temporary storage and disposal of wastes
3. All elevators must display a current inspection certificate (or date of last inspection verified by owner) and must be operating safely and properly
4. The unit must be free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust or other pollutants
5. The site and immediate neighborhood must be free from conditions, which would seriously and continuously endanger the health and/or safety of the residents
6. Each unit must have an individual mailbox for the exclusive private use of the tenant

G. EMERGENCY REPAIR ITEMS (24 CFR 982.401(a))

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

- Inoperable smoke detector(s)
- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- No heat when outside temperature is below 40 degrees Fahrenheit and temperature inside unit is below 59 degrees Fahrenheit.
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

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

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, the proper authorities will be notified by the HA.

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

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

A. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) (24 CFR 982.405, 982.453)

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

Abatement

A Notice of Abatement will be sent, and the abatement will be effective from the day of the failed inspection. The notice is generally for 30 days, depending on the nature of the repair(s) needed.

The HA will make every effort to inspect abated units within 7 days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, the housing assistance payment will resume on the day the unit passes inspection / or from the date the owner certifies repairs were made.

The HA will advise owners of their responsibility to notify the tenant of when the re-inspection will take place.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The tenant is not responsible for the HA's portion of rent that is abated.

Reduction of Payments

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

1. The owner has a good history of HQS compliance.
2. The failed items are minor in nature.
3. There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services
4. The owner makes a good faith effort to make the repairs.
5. The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
6. The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 20 days. At the end of that time, at the HA's discretion, if the work is not completed or substantially completed, the HA will begin the abatement or termination of assistance.

Termination of Contract

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

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit. Generally, only one Housing Quality Standards inspection is required to be conducted after the termination notice is issued.

H. DETERMINATION OF RESPONSIBILITY (24 CFR 982.404, 982.54(d)(14))

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear
 "Normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

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 (unless stated in the lease between the landlord and tenant, that the tenant is responsible). However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to the inspection supervisor within 10 days of the inspection.

I. CONSEQUENCES IF FAMILY IS RESPONSIBLE (24 CFR 982.404(b))

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

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

If the tenant does not allow entry to the unit for owner to correct owner deficiencies (with proper notice) the tenant assistance will be terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS AND PAYMENT STANDARDS

(24 CFR 982.505, 982.503, 982.504)

INTRODUCTION

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

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

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The Rent to Owner is limited only by rent reasonableness. The HA must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.305, 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, and where the gross rent of the unit exceeds the applicable payment standard for the family, **the family share may not exceed 40 percent of the family's monthly adjusted income. This is a HUD requirement.**

At the time the HA approves a tenancy for initial occupancy of a unit by the family with tenant-based assistance under the program, and where the gross rent of the unit exceeds the applicable payment standard for the family, **the family share must not exceed 40 percent of the family's adjusted monthly income.** The determination of adjusted monthly income must be based on verification information received by the HA no earlier than 60 days before the HA issues a Voucher to the family.

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

B. MAKING PAYMENTS TO OWNERS (24 CFR 982.451)

Once the HAP Contract is executed, the HA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the

following month. Checks are disbursed by the Accounting Department to the owner each month. Checks may be picked up by owner at the HA if requested in advance.

Checks that are not received will not be replaced until 10 days has passed from the date of mailing, a written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

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

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

Late Payments to Owners

It is a local business practice in Pinellas County for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically 5 days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the HA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The HA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the HA's control, such as a delay in the receipt of program funds from HUD. The HA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

The HA will not use any program funds for the payment of late fee penalties to the owner.

C. RENT REASONABLENESS DETERMINATIONS (24 CFR 982.507)

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

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

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

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

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

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

The market areas for rent reasonableness may be zip codes/subdivisions/census tracts/neighborhoods within the HA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

Some or all of following will be used for rent reasonableness documentation:

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

The HA maintains information which includes data on unassisted units for use by inspection staff/contractors in making rent reasonableness determinations.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM (24 CFR 982.503)

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the HA's discretion, the Voucher Payment Standard amount is set by the HA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The payment standard is generally set at 100% of the FMR; however, when the FMR is reduced or increased, the HA may opt to leave the payment standard at its current rate rather than reducing or increasing it, as long as it remains within 90% to 110% of the most

recent published FMR, as this may be necessary from time to time due to market conditions and funding appropriations.

The HA reviews the appropriateness of the Payment Standard annually when the FMR is published, and at any other time there is a change in the payment standard. In determining whether a change is needed, the HA will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

The HA may adjust the Payment Standard within the 90 – 110% range, as needed based on, but not limited to, one or more of the following reasons:

- Funding availability
- Changes in the availability of quality rental units
- Changes in the affordability of quality rental units

The HA may, at its discretion, have a higher or lower payment standard within the HA's jurisdiction if needed to de-concentrate poverty and to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

As FMR's are published by HUD after their effective date, it is not cost-effective or efficient to recalculate certifications and recertifications that have already been processed. Therefore, it is HA procedure that payment standards increased or decreased as a result of newly published FMR's will be implemented at the first eligible action following distribution of the revised payment standards/FMRs to staff. The HA will distribute a notice establishing an effective date for implementation.

Rent to Owner Increases

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

Financial Feasibility

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

Chapter 12

RECERTIFICATIONS

(24 CFR 982.516)

INTRODUCTION

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

A. ANNUAL ACTIVITIES (24 CFR 982.516, 982.405)

There are three activities the HA must conduct on an annual basis. These activities will be coordinated whenever possible:

1. Recertification of Income and Family Composition
2. HQS Inspection
3. Rent to Owner Adjustment

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

Annual activities for contracts that did not commence on the first of the month must be conducted no later than the first of the month in which the lease was effective.

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

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

B. ANNUAL RECERTIFICATION/REEXAMINATION (24 CFR 982.516)

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

Moves Between Reexaminations

When families move to another dwelling unit:

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

Income limits are not used as a test for continued eligibility at recertification.

Reexamination Notice to the Family

The HA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview 90 - 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities.

Procedure

The HA's procedure for conducting annual re-certifications will be:

- ❑ Schedule the date and time of appointments and mail a notification to the family along with the personal declaration and other required forms.

NOTE: The HA's policy permits the option of conducting recertifications by mail if it is determined by management based on staffing and workloads, that this method would permit greater efficiency.

Persons with Disabilities

- ❑ Persons with disabilities, who are unable to come to the HA's office will be granted an accommodation of conducting the interview by mail, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

- ❑ The HA will allow the family to complete the recertification form.
- ❑ The HA representative will interview the family and enter the information

provided by the family on the recertification form.

- ❑ The HA will require the family to complete a Personal Declaration Form prior to all recertification interviews.

Requirements to Attend

The following family members will be required to attend the recertification interview:

- ❑ All adult household members

If the head of household or any adult household member is unable to attend the interview the appointment will be rescheduled.

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview.

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

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HA will

- ❑ Not schedule a third appointment.
- ❑ Terminate assistance to the family, and offer them an informal hearing.

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

Documents Required From the Family

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

- ❑ Documents to support any preference claims
- ❑ Documentation of income for all family members
- ❑ Documentation of liquid and non-liquid assets
- ❑ Documentation of any deductions/allowances

- ❑ Personal Declaration Form completed by head of household
- ❑ Other as instructed

Verification of Information

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

Tenant Rent Increases

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

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

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

Tenant Rent Decreases

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

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

C. REPORTING INTERIM CHANGES (24 CFR 982.516)

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

Families will be required to report all increases in income/assets/family composition of the all household members to the HA in writing within 10 days of the change. An interim recertification and HAP adjustment will be conducted for increases in income that are reported effective January 1, 2011. The HA will notify all participants of this change in writing no later than December 1, 2010.

For families that report an increase in hourly wages that is less than .50 cents per hour and that does not exceed \$1040.00 annually, an interim recertification and adjustment of rent and HAP will not be conducted. In determining whether an interim

adjustment will be made due to increases in earned income, the HA will take into consideration the sum of all increases in hourly wages since the last recertification.

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

HA Errors

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

D. OTHER INTERIM REPORTING ISSUES

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

Families with zero or unstable income will be required to report for interim reexam every 60 days.

In the following circumstances, the HA may conduct the interim recertification by mail:

- ☐ Changes that will not result in a change in tenant rent or voucher size.
- ☐ Changes in income that are routine for the family, such as seasonal work
- ☐ As a reasonable accommodation when requested. (See Chapter 1, "Statement of Policies and Objectives")

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

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

- ☐ Fraud; or
- ☐ Failure to participate in an economic self-sufficiency program; or
- ☐ Noncompliance with a work activities requirement

However, the HA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment. Such as:

- ❑ The family has complied with welfare program requirements, but the durational time limit, (such as a cap on welfare benefits for a period of no more than two years in a five- year period), causes the family to lose their welfare benefits.
- ❑ The HA will notify affected families that they have the right to an informal hearing regarding these requirements.

Verification Before Denying a Request to Reduce Rent

The HA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

Cooperation Agreements

The HA has a long standing relationship with the local welfare agency and will take a proactive approach to culminating an expanded working relationship for the purpose of targeting economic self-sufficiency programs throughout the community that are available to HCV tenant-based assistance families. The HA will seek to enter into a Memorandum of Understanding with the local welfare agency to ensure timely and accurate verification.

F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS (HUD Notice PIH 98-6)

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

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

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

Standard for Timely Reporting of Changes

The HA requires that families report interim changes to the HA within 10 days of when the change occurs. Any information, document or signature needed from the family to verify the change must be provided within 20 days of the change.

An exception will be made for TANF recipients who obtain employment. In such cases, families will have to report within 20 days of receipt of the Notice of Action from TANF that shows the full adjustment for employment income.

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

Procedures When the Change is Reported in a Timely Manner

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

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

Decreases in the Tenant Rent are effective the first of the month following that in which the change occurred. 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.

Procedures When the Change is Not Reported 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:

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

Decreases in Tenant Rent will be effective on the first of the month following completion of processing by the HA and not retroactively.

Procedures When the Changes Not Processed by the HA in a Timely Manner

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

In this case, an increase will be effective after the required thirty days notice prior to

the first of the month after completion of processing by the HA.

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

H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES (24 CFR 982.516(c))

(See "Subsidy Standards" chapter.)

I. CONTINUATION OF ASSISTANCE FOR "MIXED" FAMILIES
(24 CFR 5.518)

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

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

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

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

J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the HA will refer the case to its fraud recovery staff for review, collection and possible termination of assistance. The HA may also refer the family file/record to the proper authorities for appropriate disposition.

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

(24 CFR 982.314, 982.353, 982.355(a))

INTRODUCTION

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

A. ALLOWABLE MOVES

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

The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

The owner has given the family a notice to vacate, or has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES (24 CFR 982.314, 982.552)

Families will be permitted to move within the HA's jurisdiction during the initial year of assisted occupancy.

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

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

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

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

The HCV Program Director or his/her designee may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES (24 CFR 982.314)

Issuance of Voucher

If the family has not been recertified within the last 120 days, the HA will issue a Voucher to move after conducting the recertification.

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

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

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the HA proper written notice of any intent to move.

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

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

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

D. PORTABILITY (24 CFR 982.353)

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories.

E. OUTGOING PORTABILITY (24 CFR 982.355)

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the HA's

jurisdiction, anywhere in the United States, in the jurisdiction of a HA with a tenant-based program. When a family requests to move outside of the HA's jurisdiction, the request must specify the area to which the family wants to move.

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

Outgoing families must request any changes of composition prior to portability.

Restrictions on Portability

The HA may deny portability to any billing HA or to a housing authority with a higher payment standard at any time there is a funding shortage.

Applicants

If neither the head or spouse had a domicile (legal residence) in the HA's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless the HA approves such move. [NOTE: legal domicile is defined by local government.]

Upon initial issuance of a voucher the family must be income eligible under the receiving HA income limits during the initial 12-month period after admission to the program.

Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances.

- ❑ The receiving and initial HA agree to allow the move.

The HA will not permit families to exercise portability:

- ❑ If the family is in violation of a family obligation
- ❑ If the family owes money to the HA
- ❑ If the family has moved out of its' assisted unit in violation of the lease

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

F. INCOMING PORTABILITY (24 CFR 982.354, 982.355)

Absorption or Administration

The HA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. The term of the Voucher will not expire before the expiration date of any initial HA voucher. The family must submit a Request for Tenancy Approval for an eligible unit to the receiving HA during the term of the receiving HA voucher. The receiving HA may grant extensions in accordance with this Administrative Plan. However, if the Family decides not to lease a unit in the HA's jurisdiction, they must contact the initial HA to request an extension.

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

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

The receiving HA does not re-determine eligibility for a portable family that was already receiving assistance in the initial HA HCV tenant-based program.

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

Income and TTP of Incoming Portables (982.353(d))

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

Requests for Tenancy Approval.

A briefing will be mandatory for all incoming portability families.

When the Family submits a Request for Tenancy Approval, it will be processed using the HA's policies. If the Family does not submit a Request for Lease Approval or does not execute a lease, the Initial HA will be notified within 30 days by the HA.

Regular Program Functions

The HA will perform all program functions applicable the tenant-based assistance program, such as:

- ❑ Annual reexaminations of family income and composition;
- ❑ Annual inspection of the unit; and

- Interim Examinations when requested or deemed necessary by the HA

Terminations

The HA will notify the initial HA in writing, if applicable, of any termination of assistance with a copy of the termination notice to the family. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the HA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

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

Required Documents

As Receiving HA, the HA will require the documents listed on the HUD Portability Billing Form from the Initial HA.

Billing Procedures

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

The HA may bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial HA's rate) and any other HUD-approved fees, for each "Portability" Certificate/Voucher leased as of the first day of the month.

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

Chapter 14

CONTRACT TERMINATIONS

(24 CFR 982.311, 982.314)

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

A. CONTRACT TERMINATIONS (24 CFR 982.311)

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

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

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

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

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

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

C. TERMINATION BY THE OWNER: EVICTIONS (24 CFR 982.310, 982.455)

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease.

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

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

- ❑ Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease
- ❑ Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises
- ❑ Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)

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

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

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

The HA will continue housing assistance payments until the family moves or is evicted from the unit.

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

The eviction notice must specify the cause for the eviction.

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

If the action is finalized in court, the owner must provide the HA with the

documentation, including notice of the lock-out date.

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

D. TERMINATION OF THE CONTRACT BY HA

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

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, or when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter)

The PHA may also terminate the contract if:

- ❑ The PHA terminates assistance to the family.
- ❑ The family is required to move from a unit when the subsidy is too big for the family size or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- ❑ Funding is no longer available under the ACC.

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

Notice of Termination

When the HA terminates the HAP contract under the violation of HQS space standards, the HA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives such notice to the owner.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept pro-ratio of assistance, may be temporarily deferred for intervals not to exceed six months (up to a maximum of three years) if necessary to permit the family additional time for transition to affordable housing.

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

- ❑ granting another deferral will result in an aggregate deferral period of longer than three years, or
- ❑ a determination has been made that other affordable housing is available.

F. TERMINATION DUE TO OWNER DISAPPROVAL

If the HA terminates the contract due to owner disapproval, the HA will provide the owner and family with at least thirty (30) days written notice of termination of the contract.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

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

A. GROUNDS FOR DENIAL/TERMINATION (24 CFR 982.552, 982.553)

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

Form of Denial/Termination

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

1. Denial for placement on the HA waiting list
2. Denying or withdrawing a voucher
3. Refusing to enter into a HAP contract or approve a lease
4. Refusing to process or provide assistance under portability procedures

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

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

Mandatory Denial and Termination (24 CFR 982.552 (b)(3))

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

1. If any member of the family fails to sign and submit HUD or HA required

consent forms for obtaining information.

2. If no member of the family is a U.S. citizen or eligible immigrant.
3. If the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the HA's last housing assistance payment was made.

Mandatory Denial and Termination (24 CFR 982.552(b),982.553)

The HA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

If any member of the family has been evicted from federally assisted housing for a serious violation of the lease, the HA must deny admission for 3 years after the eviction occurred.

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

The HA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F, of Title 24.

The HA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance (24 CFR 982.552 (b), PIH 96-27)

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

1. The family violates any family obligation under the program as listed in 24 CFR 982.551.
2. Any member of the family has been evicted from federally assisted housing in the last five years.
3. The family currently owes rent or other amounts to the HA or to another HA in connection with HCV or public housing assistance under the 1937 Act.
4. The family has not reimbursed any HA for amounts paid to an owner

under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

5. The family breaches an agreement with an HA to pay amounts owed to an HA, or amounts paid to an owner by an HA.
6. The family has engaged in or threatened abusive or violent behavior toward HA personnel.

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

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

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

7. The HA determines that any member of the family is illegally using a controlled substance.
8. The HA determines that there is reasonable cause to believe that a family member's pattern of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
9. The HA determines that any family member's abuse of alcohol may interfere or interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Length of Denial of Assistance

Applicants will be banned for life from receiving program assistance for the following reasons:

1. The family violated any family obligations under the program as listed in 24 CFR 982.551 while on the program with any HA.
2. Any member of the family has ever been evicted from public housing.
3. The family had engaged in or threatened abusive or violent behaviors toward HA personnel.

4. Persons who commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
5. Persons who committed drug-related criminal activities or violent criminal activities while on the program.

Note: A person may reapply if after 3 years there is no further conviction and they have demonstrated successful completion of a rehabilitation program approved by the HA.

Persons who currently owe rent or other amounts to the HA, or to another HA in connection with the HCV Program or public housing assistance under the 1937 Act will be banned from reapplying until the applicant has made full restitution to the applicable Housing Authority.

Note: An applicant may reapply only if the Housing Authority's waiting list is open.

B. "ONE STRIKE" POLICY

Purpose

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

- ☐ Help create and maintain a safe and drug-free community
- ☐ Keep our program participants free from threats to their personal and family safety
- ☐ Help maintain an environment where children can live safely, learn and grow up to be productive citizens

Administration

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

Screening of Applicants & Participants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and, as required by the Notice 96-27, the HA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior, as well as participants on annual basis.

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

HUD Definitions

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

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Standard for Violation

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

“Engaged in or engaging in” violent criminal activity means any act within the past 3 years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, **which resulted in the conviction** of the applicant or participant, household members, or guests.

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

Drug Related and Violent Criminal Activity

Ineligibility if Evicted for Drug-Related Activity: Persons evicted from public housing, Indian Housing, Section 23 or any HCV program because of drug-related criminal activity are ineligible for admission to the HCV program for a three-year period beginning on the date of such eviction.

Applicants will be denied assistance if they have been:

- ❑ Convicted/evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last 3 years prior to the date of the certification interview.

The HA will also deny assistance to any applicant where the HA determines:

- ❑ The applicant is illegally using a controlled substance,
- ❑ There is reasonable cause to believe that an applicant abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents,
- ❑ There is reasonable cause to believe that the applicant's pattern of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents,
- ❑ There is reasonable cause to believe that the applicant's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The HA may waive these policies if the applicant demonstrates to the HA's satisfaction that the applicant is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

- ❑ Has successfully completed a supervised drug or alcohol rehabilitation program;
- ❑ Has otherwise been rehabilitated successfully; or
- ❑ Is participating in a supervised drug or alcohol rehabilitation program.

The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will include any details regarding the reason for termination of assistance.

The HA will waive the requirement regarding drug-related criminal activity if:

- ❑ The person demonstrates successful completion of a credible rehabilitation program approved by the HA, or
- ❑ The circumstances leading to the eviction no longer exist.

Termination of Assistance for Participants

Participants will be terminated who have been:

- ❑ Convicted/evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last 3 years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood, threatened the

health and safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA.

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

Notice of Termination of Assistance

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

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

The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will include any details regarding the reason for termination of assistance.

Required Evidence

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

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

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

Confidentiality of Criminal Records

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

B. FAMILY OBLIGATIONS (24 CFR 982.551)

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 982.551). "Information" includes any requested certification, release or other documentation.
2. The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.
4. All information supplied by the family must be true and complete.
5. The family is responsible for an HQS breach caused by the family as described in 982.404(b).
6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the owner and, at the same time, notify the HA before the family moves out of the unit or terminates the lease on notice to the owner.
9. The family must promptly give the HA a copy of any owner eviction notice.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit.
12. The family must promptly notify the HA, in writing within 10 days, if a family member no longer resides in the unit.
13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approved or HA approval is

denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

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

Housing Authority Discretion (24 CFR 982.552)

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

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within 10 days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

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

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

- ❑ If the owner terminates tenancy through court action for serious or repeated violation of the lease
- ❑ If the owner notifies the family of termination of the lease agreement for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the HA determines that the cause is a serious or repeated violation of the lease based on available evidence

Proposed additions to the family may be denied to:

- ❑ Persons who have been evicted from public housing
- ❑ Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations
- ❑ Persons who have been part of a family whose assistance has been terminated under the or Voucher program
- ❑ Persons who commit drug-related criminal activity or violent criminal activity
- ❑ Persons who do not meet the HA's definition of family
- ❑ Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- ❑ Persons who currently owe rent or other amounts to the HA or to another HA in connection with HCV or public housing assistance under the 1937 Act

- ❑ Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

Notification of Eviction: If the family requests assistance to move and they did not notify the HA of an eviction within 10 days of being served with court papers, the move will be denied.

Family Member move out: Families are required to notify the HA in writing, within 10 days, if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information:

- ❑ The date the family member moved out.
- ❑ The new address, if known, of the family member.
- ❑ A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit Making Activity in Unit:

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

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

Interest in Unit: The owner may not reside in the assisted unit regardless of whether she/he is a member of the assisted family.

C. PROCEDURES FOR NON-CITIZENS (24 CFR 5.514, 5.516, 5.518)

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The HA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

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

False or Incomplete Information

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

If the individual is unable to verify his/her citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status.

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

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document such claim, the family may make an appeal to the INS and request a hearing with the HA either after the INS appeal or in lieu of the INS appeal.

After the HA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for pro-rated assistance (if applicable).

D. ZERO (\$0) ASSISTANCE TENANTS

If the annual reexamination results in a zero HAP, the family may continue as a program participant for six months from the date of the reexamination effective date. During that period the HAP contract between the PHA and the owner remains in effect. If the family circumstances change during the six month period and the family again needs assistance, the PHA conducts an interim reexamination and reinstates assistance. At the end of six months, if the subsidy has not been restored, the HAP contract will terminate. The PHA must provide the family and the owners at least 30 days advance notification of the proposed termination and an opportunity to request and informal hearing.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

E. OPTION NOT TO TERMINATE FOR MISREPRESENTATION (24 CFR 982.551,982.552 (c))

If the family has misrepresented any facts that caused the HA to overpay assistance,

the HA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement, or reimburses the HA in full.

F. MISREPRESENTATION IN COLLUSION WITH OWNER
(24 CFR 982.551, 982.552 (c))

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HA may deny or terminate assistance for both parties.

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

G. MISSED APPOINTMENTS AND DEADLINES (24 CFR 982.551. 982.552 (c))

It is a Family Obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the HA to inspect the unit and that appointments are made for this purpose.

An applicant or participant who fails to keep an appointment or to supply information required by a deadline without notifying the HA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the HA to inspect the unit.

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

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- ☐ Eligibility for Admissions
- ☐ Verification Procedures
- ☐ Voucher Issuance and Briefings
- ☐ Housing Quality Standards and Inspections
- ☐ Re-certifications
- ☐ Appeals

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

- ☐ Medical emergency

- ❑ Incarceration
- ❑ Family emergency

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given 2 opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

(24 CFR 982.54, 982.306, 982.453)

INTRODUCTION

It is the policy of the HA to recruit owners to participate in the Voucher 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.

A. DISAPPROVAL OF OWNER (24 CFR 982.306, 982.54(d)(8))

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

The HA will disapprove the owner for the following reasons:

HUD 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 owner has owner violated the Fair Housing Act or other federal equal opportunity requirements.

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

In cases where the owner and tenant bear the same last name, the HA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under HCV or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- ❑ Threatens the right to peaceful enjoyment of the premises by other residents;
- ❑ Threatens the health or safety of other residents, of employees of the HA, or of owner employees or other persons engaged in management of the housing;
- ❑ Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
- ❑ Is drug-related criminal activity or violent criminal activity.

The owner has violated obligations under a housing assistance payments contract under HCV of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery, or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug-related criminal activity, or any violent criminal activity.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based HCV assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines or assessments.

B. OWNER RESTRICTIONS AND PENALTIES (24 CFR 982.453)

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

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

compliance and the number of violations.

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

DISAPPROVAL OF OWNERS / PARTICIPATION RESTRICTIONS

<u>Breach</u>	<u>Penalty</u>
HUD notification of owner debarment/suspension	Termination
HUD notification of violation of fair housing /federal equal opportunity laws	Termination
Violation of contract obligations	Termination
Owner fraud, bribery or other corrupt act in a Federal housing program	Termination/Debarment
Owner engaged in drug trafficking	Termination/Debarment
History of noncompliance with HQS	Termination/Debarment
History of renting units below code	Termination
State/local real estate taxes, fines or assessments	Termination

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

Chapter 17

OWNER OR FAMILY DEBTS TO THE HA

(24 CFR 982.552)

INTRODUCTION

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

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

- ❑ Requests for lump sum payments
- ❑ Civil suits
- ❑ Repayment agreements
- ❑ Abatements
- ❑ Reductions
- ❑ Collection agencies
- ❑ Credit bureaus
- ❑ Income tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES (24 CFR 982.552 (c)(v-vii))

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

The maximum amount for which the HA will enter into a repayment agreement with a family is \$5,000.00.

The maximum length of time the HA will enter into a repayment agreement with a family is 12 months.

The minimum monthly amount of monthly payment for any repayment agreement is \$50.00.

Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may:

- ☐ Require the family to pay the balance in full
- ☐ Pursue civil collection of the balance due
- ☐ Terminate the housing assistance
- ☐ Grant an extension of 10 days

If the family requests a move to another unit and has a repayment agreement in place for the payment of an owner claim, and the repayment agreement is not in arrears the family will be required to pay the balance in full prior to the issuance of a voucher.

If the family requests a move to another unit and is in arrears on a repayment agreement for the payment of an owner claim the family will be required to pay the balance in full, or be terminated from the program.

Repayment Schedule for Monies Owed to the HA

<u>Initial Payment Due (% of Total Amount)</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
[20%]	0 - \$ 500	3 - 6 months
[30%]	\$501 - \$1,000	3 - 6 months
[40%]	\$1,001 - Above	12 months

There are some circumstances in which the HA may not, or may choose to not enter

into a repayment agreement. They are:

- ❑ If the family already has a Repayment Agreement in place.
- ❑ If the HA determines that the family committed program fraud.
- ❑ If the family has a documented history of failure to report income timely which has resulted in repeated (2 or more) Repayment Agreements.

Guidelines for Repayment Agreements

Repayment Agreements will be executed between the HA and the head of household and spouse.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Housing Assistance Manager.

No move will be approved until the debt is paid in full unless the move is the result of one of the following causes, and payments on the Repayment Agreement are current:

- ❑ Family size exceeds the HQS maximum occupancy standards or family is over-housed due to change in family size.
- ❑ The HAP contract is terminated due to owner non-compliance or opt-out
- ❑ A natural disaster
- ❑ Dwelling unit under foreclosure

Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the HA:

- ❑ Additional amounts owed by the family may be added to the existing repayment agreement as long as the total amount owed does not exceed the limits outlined earlier in this chapter.
- ❑ If a Payment Agreement is in arrears more than 30 days, any new debts must be paid in full or automatic termination will occur.

B. DEBTS DUE TO FRAUD / NON-REPORTING OF INFORMATION (24 CFR 982.163)

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of HCV program funds in violation of HCV 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 repayment procedures for program fraud, below.

Program Fraud

Families who owe money to the HA due to program fraud will be required to repay it in accordance with the repayment procedures for program fraud, below.

If a family owes an amount that equals or exceeds \$1,000.00 as a result of program fraud, the case may be referred to the Inspector General. Where appropriate, the HA will refer the case for criminal prosecution.

Repayment Procedures for Program Fraud

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

- ❑ The duration of the agreement will not exceed the duration of the violation.
- ❑ The maximum time period for a Repayment Agreement will be 24 months.
- ❑ The family will be required to pre-pay 1/3 of the amount owed prior to or upon execution of the Repayment Agreement.
- ❑ The minimum monthly payment will be \$50.00.

C. OWNER DEBTS TO THE HA

If the HA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract. If 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.
- ❑ Enter into a repayment agreement with the owner for the amount owed.
- ❑ Pursue collections through the local court system.

- ❑ Restrict the owner from future participation.

C. WRITING OFF DEBTS

Debts may be written off if:

- ❑ The debtors whereabouts are unknown and the debt is more than 5 years.
- ❑ The debtor is deceased.
- ❑ The debtor is confined to an institution indefinitely or for more than 5 years.

Chapter 18

COMPLAINTS AND APPEALS

INTRODUCTION

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

A. COMPLAINTS TO THE HA

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

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the HA or owner.

Complaints from families will be referred to the Section 8 supervisor, or designee.

2. Complaints from Owners: If an owner disagrees with an action or inaction of the HA or a family.

Complaints from owners will be referred to the Section 8 supervisor, or designee.

3. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules.

Complaints from staff will be referred to the Section 8 supervisor, or designee.

4. Complaints from the general public: Complaints or referrals from persons in the community in regard to the HA, a family or an owner.

Complaints from the general public will be referred to the Section 8 supervisor, or designee.

B. PREFERENCE DENIALS

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

The person who conducts the meeting may be any officer or employee of the HA, except the person who made or approved the decision or a subordinate of those persons.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS (24 CFR 982.54 (d) (12), 982.554)

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

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- ❑ The reason(s) they are ineligible
- ❑ The procedure for requesting a review if the applicant does not agree with the decision; and
- ❑ The time limit for requesting a review.
- ❑ If ineligibility is based on criminal activity, notice must include a statement regarding VAWA's protection and provide opportunity for applicant to present mitigating evidence.

The HA must provide applicants with the opportunity for an Informal Review of decisions denying:

- ❑ Qualification for preference
- ❑ Listing on the HA's waiting list
- ❑ Issuance of a Voucher
- ❑ Participation in the program

Informal Reviews are not required for established policies and procedures and HA determinations such as:

- ❑ Discretionary administrative determinations by the HA
- ❑ General policy issues or class grievances
- ❑ A determination of the family unit size under the HA subsidy standards
- ❑ Refusal to extend the expiration date of a Voucher
- ❑ Disapproval of lease
- ❑ Determination that unit is not in compliance with HQS
- ❑ Determination that unit is not in accordance with HQS due to family size or composition

A request for an Informal Review must be received in writing by the close of the business day, no later than 10 days from the date of the HA's notification of denial of assistance. The informal review will be scheduled within 15 days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

- ❑ A supervisory level staff person
- ❑ An individual from outside the HA

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

The review may be conducted by mail and/or telephone if acceptable to both parties.

A Notice of the Review findings will be provided in writing to the applicant within 15 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

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

D. INFORMAL HEARING PROCEDURES (24 CFR 982.552.54(d)(13), 982.555)

The HA will provide a copy of the hearing procedures in the family briefing packet.

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

- ❑ The proposed action or decision of the HA
- ❑ The date the proposed action or decision will take place
- ❑ The family's right to an explanation of the basis for the HA's decision and to review their file.
- ❑ The procedures for requesting a hearing if the family disputes the action or decision
- ❑ The time limit for requesting the hearing
- ❑ To whom the hearing request should be addressed
- ❑ A copy of the HA's Hearing Procedures
- ❑ Notice regarding VAWA protections

The HA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HA determinations:

- ❑ Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- ❑ Appropriate utility allowance used from schedule
- ❑ Family unit size determination under HA subsidy standards
- ❑ Determination that Voucher program family is under occupied in their current unit AND a request for exception has been received AND the request has been denied
- ❑ Determination to terminate assistance for any reason
- ❑ Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account

The HA must always provide the opportunity for an informal hearing before

termination of assistance.

Informal Hearings are not required for established policies and procedures and HA determinations such as:

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

Notification of Hearing

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

When the HA receives a request for an informal hearing, a hearing shall 'be scheduled within 15 days. The notification of hearing will contain:

1. The date and time of the hearing
2. The location where the hearing will be held
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense
4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action and, at the family's

expense, to obtain a copy of such documents prior to the hearing.

5. A notice to the family that the HA will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than 10 days before the hearing date.

The HA's Hearing Procedures

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

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HA within 24 hours, excluding weekends and holidays. The HA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- ❑ Present written or oral objections to the HA's determination;
- ❑ Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer;
- ❑ Copy any relevant documents at their expense;
- ❑ Present any information or witnesses pertinent to the issue of the hearing;
- ❑ Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and
- ❑ Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HA will make the copies for the family and assess a charge of .15 per copy- In no case will the family be allowed to remove the file from the HA's office.

In addition to other rights contained in this Chapter, the HA has a right to:

- ❑ Present evidence and any information pertinent to the issue of the hearing;
- ❑ Be notified if the family intends to be represented by legal counsel, advocate, or another party;

- ❑ Examine and copy any documents to be used by the family prior to the hearing;
- ❑ Have its attorney present; and
- ❑ Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The HA has the burden of persuasion and must initially present sufficient evidence to establish a prima facie case. Thereafter the family has the burden of production to show that the family has not committed any of the grounds for denial or termination outlined in 24 CFR Part 982.

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

The family must request an audio recording of the hearing, if desired, 5 days prior to the hearing date.

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

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HA shall take effect and another hearing will not be granted.

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

A notice of the Hearing Findings shall be provided in writing to the HA and the family within 10 days and shall include:

- ❑ A clear summary of the decision and reasons for the decision
- ❑ If the decision involves money owed, the amount owed; and

- ❑ The date the decision goes into effect.

The HA is not bound by hearing officer decisions:

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

The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer's determination within 7 days of receipt of the determination. The letter shall include the HA's reasons for the decision.

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

D. LATE REQUESTS FOR INFORMAL REVIEWS/HEARINGS

When a request for an informal review/hearing is received late, the applicant/participant is sent a "Confirmation of Denial/Termination" letter informing him/her of the missed deadline. The notice gives the applicant/participant the opportunity to request an exception to the deadline due to severe extenuating circumstances, that must be verifiable AND that affected the safety or health of the immediate family, AND that had a direct impact to the lateness of the request. Examples of severe extenuating circumstances that may be considered are hospitalization or death of immediate family member during the time period for the family to request an informal review. Failure to provide this office with a contact address where this office could reach the applicant/participant or any other problems with the mail are not considered severe extenuating circumstances.

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an

informal hearing with the HA either in lieu of or subsequent to the INS appeal.

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

The request for an HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing *is* conducted as described in section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will:

- ❑ Deny the applicant family
- ❑ Defer termination if the family is a participant and qualifies for deferral
- ❑ Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES (24 CFR 982.204, 982.552)

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

Examples of mitigating circumstances are: a) A person with a cognitive disorder may not have understood the requirement to report increases in income, b) A person may not understand the need to make regular repayments on a promissory note, c) Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be due to emotional disorder.

Chapter 19

Violence Against Women Act (VAWA) Policy

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth the Pinellas County Housing Authority's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Pinellas County Housing Authority of all federally subsidized Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Insuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by the Pinellas County Housing Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between the Pinellas County Housing Authority, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence and stalking, who are assisted by the Pinellas County Housing Authority; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by the Pinellas County Housing Authority.

III. Other Pinellas County Housing Authority Policies and Procedures

This Policy shall be referenced in and attached to the Pinellas County Housing Authority's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of the Pinellas County Housing Authority's Administrative Plan. The Pinellas County Housing Authority's annual public housing agency plan shall also

contain information concerning the Pinellas County Housing Authority's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the Pinellas County Housing Authority, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

- A. ***Bifurcate***- means to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- B. ***Domestic Violence*** – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."
- C. ***Dating Violence*** – means: violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship.
 - ii. The type of relationship.
 - iii. The frequency of interaction between the persons involved in the relationship.
- D. ***Stalking*** – means:
 - a. to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (b) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
 - b. in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
 - i. that person;
 - ii. a member of the immediate family of that person; or the spouse or intimate partner of that person;

- E. **Immediate Family Member** - means, with respect to a person:
- a. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
 - b. any other person living in the household of that person and related to that person by blood or marriage.
- F. **Perpetrator** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

- A. **Non-Denial of Assistance.** The Pinellas County Housing Authority will not deny admission to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.
- B. **Mitigation of Disqualifying Information.** When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, the Pinellas County Housing Authority, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, the Pinellas County Housing Authority shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. The Pinellas County Housing Authority will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Assistance

- A. **VAWA Protections.** Under VAWA, persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by the Pinellas County Housing Authority:
- a. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the assistance to the victim of that violence.
 - b. In addition to the foregoing, assistance will not be terminated by the Pinellas County Housing Authority as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this

criminal activity. However, the protection against termination of assistance described in this paragraph is subject to the following limitations:

- i. Nothing contained in this paragraph shall limit any otherwise available authority of the Pinellas County Housing Authority or a Section 8 owner to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither the Pinellas County Housing Authority nor a Section 8 owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
- ii. Nothing contained in this paragraph shall be construed to limit the authority of the Pinellas County Housing Authority or a Section 8 owner to evict or terminate from assistance any tenant or lawful applicant if the owner or the Pinellas County Housing Authority, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.b. or Federal, State or local law to the contrary, the Pinellas County Housing Authority or a Section 8 owner, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to evictions by the Pinellas County Housing Authority. The Housing Choice Voucher contract used for dwelling units occupied by families assisted with Section 8 rental assistance administered by the Pinellas County Housing Authority shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The law allows, but does not require, the Pinellas County Housing Authority or a section 8 owner to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject

only to waiver as provided in paragraph VII. C., the Pinellas County Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Pinellas County Housing Authority. Section 8 owners receiving rental assistance administered by the Pinellas County Housing Authority may elect to require verification, or not to require it as permitted under applicable law.

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

- a. **HUD-approved form** - by providing to the Pinellas County Housing Authority or to the requesting Section 8 owner written certification, on a form approved by the U.S. Department of Housing and Urban Development (form HUD-50066), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
- b. **Other documentation** - by providing to the Pinellas County Housing Authority or to the requesting Section 8 owner documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
- c. **Police or court record** – by providing to the Pinellas County Housing Authority or to the requesting Section 8 owner a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

- B. **Time allowed to provide verification/ failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Pinellas County Housing Authority or a Section 8 owner to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to

provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

- C. **Waiver of verification requirement.** The Executive Director of the Pinellas County Housing Authority or a Section 8 owner, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director or owner. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

- A. **Right of confidentiality.** All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the Pinellas County Housing Authority or to a Section 8 owner in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
- a. requested or consented to by the individual in writing, or
 - b. required for use in connection with termination of Section 8 assistance, as permitted in VAWA, or
 - c. otherwise required by applicable law.
- B. **Notification of rights.** All tenants participating in the Section 8 rental assistance program administered by the Pinellas County Housing Authority shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Portability to a New Residence

Application to Port. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, the Pinellas County Housing Authority will approve a Section 8 tenant application to port to a unit in another jurisdiction in order to reduce the level of risk to the individual so long as the tenant has complied with all other requirements of the Section 8 program. A Section 8 tenant who requests to port must attest in such application that the request is necessary to protect the health or safety of the Section 8 tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the Section 8 tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling.

X. Court Orders/Family Breakup

- A. **Court orders.** It is the Pinellas County Housing Authority's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Pinellas County Housing Authority. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up. The victim shall take action to control and prevent the domestic violence, dating violence, or stalking. This action may include but not limited to: a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;) b) obtaining and enforcing a trespass against the perpetrator; c) enforcing law enforcement's trespass of the perpetrator; d) preventing the delivery of mail to the victim's unit; e) providing identifying information about the perpetrator; f) other reasonable measure. A victim who does not take action to control or prevent domestic violence, dating violence or stalking is subject to termination of housing assistance.
- B. **Family break-up.** Other Pinellas County Housing Authority policies regarding family break-up are contained in the Pinellas County Housing Authority's Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of the Pinellas County Housing Authority to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the Pinellas County Housing Authority staff become aware that an individual assisted by the Pinellas County Housing Authority is a victim of domestic violence, dating violence or stalking, the Pinellas County Housing Authority will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the Pinellas County Housing Authority either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. The Pinellas County Housing Authority's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which the Pinellas County Housing Authority has referral or other cooperative relationships.

XII. Notification

The Pinellas County Housing Authority shall provide written notification to applicants, tenants, and Section 8 owners concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

VAWA Policy Amendment for the HCV Administrative Plan

Emergency Transfer Plan for Victims of Domestic Violence

Emergency Transfers

In accordance with the Violence Against Women Act (VAWA) PCHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability of PCHA to honor such request from tenants currently receiving rental assistance, however, may depend upon a preliminary determination that the tenant is, or has been, a victim of domestic violence, dating violence, sexual assault, or stalking and whether PCHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD).

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if:

- The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit;
- The tenant is a victim of a sexual assault, and the sexual assault occurred on the premises within the 90-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify PCHA's management office and submit a written request for a transfer. The tenant's written request for an emergency transfer should include either:

1. A statement expressing why the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under PCHA's program.
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the tenant's request for an emergency transfer.

PCHA may request additional documentation from a tenant in accordance with the documentation policies in HUD regulations at 24 CFR part 5, subpart L.

Confidentiality

PCHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives PCHA written permission to release the information, or disclosure of the information is required by law or in the course of an eviction or termination proceeding. This includes keeping confidential the new location of the dwelling unit, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.

Emergency Transfer Timing and Availability

PCHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. PCHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. The tenant is encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Attachment 1: Copy of HUD's VAWA regulations.

Attachment 2: Local organizations offering assistance to victims of domestic violence.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date: _____
2. Name of victim: _____
3. Your name (if different from victim): _____
4. Name(s) of other family member(s) listed on the lease:

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed):

7. Relationship of the accused perpetrator to the victim _____
8. Date(s) of incident(s): _____
9. Time of Incident(s): _____
10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Confidentiality: All information provided to the responsible entity concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of the responsible entity are not to have access to these details unless to provide or deny VAWA protections to the applicant or tenant, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by the victim in writing; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Date PCHA received _____

XIV. Amendment

This policy may be amended from time to time by the Pinellas County Housing Authority as approved by the Pinellas County Housing Authority Board of Commissioners.

CHAPTER 20

HOUSING CHOICE VOUCHER PROJECT-BASED PROGRAM

[24 CFR 983]

A. OVERVIEW

1. Purpose of Program: The program goals for the Project-Based Voucher (PBV) Program are consistent with PCHA's strategic goals as follows:

- To increase and/or preserve the supply of affordable housing for very low-income persons in need.
- To contribute to the improvement and long-term viability of the area's housing stock.
- To integrate housing and supportive services such as education, case management, job training, and day care to help families and individuals achieve stability and self-reliance.
- To promote the coordination and leveraging of resources of public, semi-public, or nonprofit agencies with compatible missions.

2. Program Elements:

- A PHA may attach up to 20 percent of its voucher budget authority to PBV units.
- The units may be new construction, rehabilitated or existing units.
- Not more than 25 percent of the units in any building may be assisted with PBV. The exceptions to this limitation are for single-family properties (defined as 1-4 units in a building) and "excepted units" in a multifamily building. Excepted units are those that are specifically made available for elderly or disabled families or families receiving supportive services.
- The location of PBV units must be consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities.
- A portion of HUD-VASH Vouchers may be project-based in accordance with HUD regulations governing the VASH program and with approval and coordination of the VA Medical Center.

3. Requirements for Participation:

- **Competitive Selection Process:** PCHA must follow a competitive selection process as described in the regulations at 24 CFR §983.51.
- **Developers/ Owners Proposal:** Developers/owners must submit a proposal for PBV in response to a Request for Proposals (RFP) issued by PCHA.

4. Selection Criteria:

PCHA will review proposals requesting PBV based on the following selection criteria (100 points possible):

For Housing with Services:

Criteria	Maximum Number of Points
Experience of developer/owner with development or rehabilitation; management of similar properties and experience with assisted housing programs, or plans to use a management company with a record of such experience managing projects similar to the proposal.	30
Consistency with PCHA's goals of 1) increasing the availability of housing for persons in need; and 2) increasing services to promote self-sufficiency.	25
Feasibility of project, including likelihood of financing and marketability, and ability to operate project and units using current payment standards.	25
Consistency with HUD's goal of deconcentration of poverty	10
Access to public transportation	10

For Housing without Services:

Criteria	Maximum Number of Points
Experience of developer/owner with development or rehabilitation; Management of similar properties and experience with assisted housing programs, or plans to use a management company with a record of such experience managing projects similar to the proposal.	30
Consistency with PCHA's goal to Increase availability of housing for persons in need including development of senior housing, housing for families and the development of special needs housing.	20
Documented need for the proposed type of residential housing in the proposed geographic area.	15
Accessibility: Relationship of the proposed development to public facilities, sources of employment and services, including health, education, and recreational facilities.	5
Feasibility of project, including likelihood of financing and marketability, and ability to operate project and units using current payment standards.	25
Access to public transportation	5

A minimum of 70 points is required for consideration.

Before PCHA will provide voucher rent assistance, all developments must have Board approval, meet Housing Quality Standards and have an executed Housing Assistance Payments Contract.

B. ELIGIBLE UNITS

Eligible Units:

1. All PBV selected sites must be in compliance with PBV goals, Civil Rights requirements and Housing Quality Standards. PCHA will review the applications to determine if the location is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities and must take into consideration the site selection standards listed in 24 CFR §983.57 and the PBV program goals.
2. New Construction, existing units and units with substantial rehabilitation.
3. Housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g. , HOME, units for which competitively awarded LIHTCs and/or Federal Home Loan Bank of Atlanta Affordable Housing grant funds were awarded), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.
4. Rehabilitation. Each unit must require a minimum of \$5,000 in rehabilitation costs in order to qualify as rehabilitation under PCHA's project-based voucher program.
5. For units with supportive services and those requesting an exception to the 25 percent cap in a building, and that exception is based on providing supportive services, the services must be designed as services essential for maintaining or achieving independent living such as, but not limited to, counseling, education, job training, health care, mental health services, alcohol and/or other substance abuse services, child care services and or case management services. These services may be defined as being a participant in PCHA's FSS program.
6. PCHA-Owned Units – Units owned by PCHA, or an instrumentality or affiliate of PCHA will be eligible for participation in the PBV program and must adhere to the requirements of 24 CFR § 983.59.

Ineligible Units:

PCHA may not attach PBV assistance for units if the following types of housing:

1. Shared housing

2. Units on the grounds of a penal, reformatory, medical, mental or similar public or private institution
3. Nursing homes or facilities providing continuous psychiatric medical, nursing service, board and care or intermediate care
4. Units that are owned or controlled by an educational institution and are designated for occupancy by students of the institution
5. Manufactured homes
6. Cooperative housing
7. Transitional housing
8. High rise elevator units for families with children
9. Owner occupied units
10. Units occupied by an ineligible family.
11. Units subsidized with any governmental rent subsidy or any governmental subsidy that covers all or any part of the operating costs of the housing. (24 CFR 983.54 (c)-(d))

C. APPLICANT ELIGIBILITY FOR PARTICIPATION

Applicant eligibility for the project-based program is also covered in the administrative plan for the HCV program.

1. Applicants must meet the eligibility requirements for tenant-based Housing Choice Voucher Program.
2. Persons who will reside in PBV units must come from PCHA waiting list and/or be referred by the owner.
 - PCHA will maintain a separate waiting list for applicants interested in PBV supportive housing. When a vacancy occurs in a PBV supportive housing unit, the PHA will survey the supportive housing waiting list no less than once a year for an interested applicant. If PCHA is unable to provide enough eligible applicants from its supportive housing waiting list, the owner may refer applicants to PCHA.
 - PCHA will survey its regular waiting list no less than once a year for each bedroom size for vacancies in non-supportive housing PBV developments. If the PHA is unable to provide enough eligible applicants from its waiting list to fill PBV units, the owner may refer applicants to PCHA.
3. PCHA will not screen applicants for family behavior or check rental references. This will remain the responsibility of the owner. PCHA will screen applicants in the manner established for all voucher applicants.
4. If the owner of a PBV unit denies a PBV applicant that has come from PCHA's waiting list, that denial does not affect their place on the waiting list for tenant based assistance.

5. If PCHA's waiting list is closed and the owner refers an applicant (because PCHA was unable to provide interested, eligible applicants) that applicant will be placed on the waiting list as a special admission for the PBV program. The applicant must still meet all tenant-based eligibility requirements.

6. If an applicant from PCHA waiting list has been approved by the owner and is in verification status with PCHA and their name comes to the top of the waiting list to receive tenant based assistance (TBA), the applicant will be given the option to continue to be processed for the PBV unit or to be processed for a TBA voucher. The applicant will sign a statement declaring their choice.

D. LEASES AND HOUSING ASSISTANCE PAYMENTS CONTRACTS

1. If the owner uses a standard lease form for rental to unassisted tenants, the lease for a voucher-assisted tenant must be in such standard form but it must be for a one-year initial term and it must include the HUD tenancy addendum. The lease must specify the name(s) of the owner(s) and the tenant, the address of the unit rented, the term of the lease including any provision for renewal, the amount of the tenant rent to owner, a listing of what services, maintenance, equipment and utilities to be provided by the owner and the amount of any charges that are for food, furniture or supportive services.

2. The Housing Assistance Payments contract between the owner and PCHA will be for an initial term of ten years. After the initial term, PCHA may agree to extend the term of the contract for an additional term of up to five years. To be eligible for an extension, the property and owner must be in compliance with program rules and applicable HUD statutes and regulations. The length of the extension will be negotiated with the owner and the form will be subject to any HUD prescribed conditions at the time of the extension.

3. An owner may request an increase to the rent at the annual anniversary of the HAP contract by a 60 day written notice to PCHA.

E. CONTINUED PARTICIPATION

1. A family may choose to move out of a PBV unit with continued assistance any time after 12 months.

2. If a PBV tenant is determined no longer eligible for the Housing Choice Voucher PBV program, they will be given a minimum of 30 days to vacate a unit. If the family does not vacate the unit, PCHA must remove that PBV unit from the HAP contract or substitute a similar unit in the building. A PBV tenant who is terminated from the PBV

program will be given a minimum of a 30 day notice of the termination and must vacate the unit on the effective date of the termination.

3. If the family receives no rent assistance for six months (that is, if the family's income has remained at a level where their TTP is equal to or exceeds the gross rent for the unit), the family will be required to vacate the unit. PCHA will notify the family sixty days before the six months deadline that they must vacate the unit. If the family does not vacate the unit at the end of the six months, they PHA must remove the unit from the HAP contract or substitute a similar unit in the same complex.

4. If PCHA determines, at annual recertification, that the family is occupying a wrong size unit or determines anytime that the family is occupying a unit with accessibility features that the family does not require but another family does require, PCHA will offer continued assistance in the following order:

- a. An appropriate unit in another PBV unit either in the same building or another PBV assisted building, if available.
- b. Tenant based assistance if the family has been a PBV participant for 12 months.
- c. Other project based assistance (public housing unit).

CHAPTER 21

(HCV) Homeownership Program

24 CFR Part - 982

The Pinellas County Housing Authority (PCHA) Housing Choice Voucher Homeownership Program is designed to expand homeownership opportunities for voucher participants. This program will assist HCV participants to transition from rental assistance to homeownership using their voucher assistance.

The HCV Homeownership Program is available to all voucher holders who meet the minimum qualifications set forth in this plan and who have the ability to independently secure a mortgage loan. The number of participants served through the HCV Homeownership program is currently limited to the parameters set forth in the PCHA Housing Agency Plan.

HOUSING CHOICE VOUCHER RULES APPLY

With the exception of unique eligibility and “family obligation” procedures identified elsewhere in the chapter, PCHA will administer the HCV Homeownership program in accordance with all the policies and procedures contained in the HCV Administrative Plan and 24 CFR Part 982.

ELIGIBILITY REQUIREMENTS FOR FAMILIES

Participation in the HCV Homeownership Program is voluntary. Each participant must meet the general requirements for admission to the HCV rental program as set forth in the PCHA Section 8 Administrative Plan. The family must also meet all eligibility requirements of the HCV Homeownership Program.

General Requirements

- Only current participants in the HCV rental program who have received assistance for at least one full year may apply for the homeownership program.
- Only current or former participants (Successful Graduates) of the Family Self-Sufficiency (FSS) Program are eligible to participate in the homeownership program.

The family must satisfy the prerequisite of being in “good standing” prior to receiving a Certificate of Eligibility for the homeownership program. For the purposes of the homeownership program, “good standing” is defined as meeting all of the conditions prior to and during the homeownership shopping period, as outlined below.

Within the past year, the family has met all the HUD and PCHA family obligations under the HCV program.

Within the past year and throughout the homeownership shopping period, the family may not owe PCHA or any other housing authority any outstanding debt nor enter into a repayment agreement. A participant may become eligible to apply for the homeownership program on the first anniversary date of full payment of any debt, subject to meeting the other conditions of good standing.

- The Family must be a “first-time homeowner.”

To qualify as a “first-time homeowner,” the assisted family may not include any person with a “present ownership interest” in a residence during the three years before the commencement of homeownership assistance for the family. Cooperative membership shares acquired prior to the commencement of homeownership assistance are exempt from this rule. A single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse, is considered a “first-time homeowner.”

Other conditions also apply to “first-time homeowner” definition:

No family member may have a present ownership interest in a second residence while receiving homeownership assistance.

If PCHA determines that a disabled family requires homeownership assistance as a reasonable accommodation, the first-time homeowner requirement does not apply.

PCHA will not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

The Family must demonstrate a minimum down payment of at least three percent (3%) or more. One percent (1%) of the purchase price of the property must come from the family’s personal resources. If working with an agency such as Habitat for Humanity their guidelines may be followed to satisfy the One percent (1%) requirement.

The Family must meet the minimum income standards defined below:

For a family whose head or co-head of household, spouse or sole member is an individual that experiences permanent disability, the standard is equal to the monthly Federal Supplemental Social Security Income (SSI) benefit for an individual (1-person) living alone (or paying his or her share of food and housing costs) multiplied by twelve.

For non-disabled or elderly families, the minimum income standard is the state minimum wage multiplied by 2,000 hours ($\$8.05 \times 2000 = \$16,100$.) This standard as a PCHA option is greater than the HUD minimum income requirement.

For purposes of program eligibility, welfare assistance may only be counted as income in cases where the family meets the definition of an elderly or disabled family.

If a family has a minimum income equal to or greater than the Federal minimum wage 7.25 multiplied by 2,000 hours (\$14,500 as of July 24, 2009) but less than the state minimum wage multiplied by 2,000 hours, the family will meet the minimum income requirement if the family can demonstrate it has located a PHA approvable unit and has secured PHA approvable financing for that unit and meets all other program requirements.

The family shall be considered to have satisfied the lender requirement if the family can demonstrate that it has been pre-qualified or pre-approved for financing with an acceptable loan product. The pre-qualified or pre-approved financing amount must be sufficient to purchase housing that meets HUD Housing Quality Standards (HQS).

The Family must attend and satisfactorily complete a PCHA HUD approved Home Choice pre-assistance housing counseling program, and any other counseling prescribed by PCHA.

Employment Obligations

Except for a disabled family or an elderly family, assistance under the homeownership program is limited to families who demonstrate a stable work history. The employment requirement is used to determine eligibility and is a requirement throughout the period of homeownership assistance.

Regular seasonal employees and self-employed workers, who have a demonstrated work history averaging thirty (30) hours per week on an annualized basis and an annualized income at or above the minimum income, will be considered continuously employed for purposes of HCV Homeownership program eligibility and subsequent employment requirements.

The Family head of household, spouse, or adult that will be on the mortgage document is required to document full-time (no less than 30 hours per week), continuous employment for a period of no less than 12 months prior to application.

The head of household, spouse or co-head must document earned income of no less than the state minimum wage times 1560 hours ($\$8.05 \times 1560 = \$12,558$) during the preceding 12 months.

The Family head of household, spouse or adult on the mortgage document must remain continuously employed (no less than 30 hours per week) while participating in the program.

For eligibility purposes, continuous employment is defined as: **“No gap in employment lasting more than four weeks total during the past year.”**

Continuous employment for seasonal employees and self-employed workers is defined as two consecutive years of regular seasonal employment where PCHA ‘annualizes’ family income when determining family rent.

Part-time employment by both parties, totaling over 30 hours per week, does not constitute full-time employment by either party.

PCHA has the discretion to interpret small gaps in employment. Permissible gaps can only occur if loss of employment resulted from measures beyond the employee’s control (layoff, medical emergency); and did not result in an employment gap of more than four consecutive weeks.

Documentation of the initial employment and continued requirement for the HCV Homeownership program will be completed using the *Employment Verification* form. All verifications will be completed via EIV, third-party written or oral communication with the family’s employer.

Lenders may have separate requirements and further require participants to demonstrate a history of full-time, continuous employment of no less than 24 months at 40 hours per week.

The employment requirement is not applicable to elderly families or those whose head of household, spouse, or co-head are verified disabled in accordance with the occupancy definition of disabled.

APPLICATION PROCESS

Applicants may contact the HCV Program Administrator or a Housing Specialist to receive information about HCV Homeownership Program and a *Homeownership Preliminary Application*.

Preliminary Application Form

The Family must complete and submit the *Homeownership Preliminary Application* to the HCV Program Administrator for review. The application includes information on income, assets, obligations, and family composition.

Preliminary Application Requirement Orientation

1. Documentation of attendance at a PCHA Homeownership Orientation Housing Seminar. A list of qualification documentation will be given to all applicants. Documents that must be attainable will include:
 - A current bank statement verifying \$1,000 in savings designated toward the one percent (1%) of personal funds down payment requirement. Applicants must document a three percent (3%) down payment with the mortgage lender prior to closing.
 - A PCHA *Employment Verification* form.
 - A signed *Homeownership Landlord Verification* form.
 - If applicable, a verification of disability, if not on file.
 - The family must document household composition for all individuals who will reside in the household.

APPLICATION REVIEW

Upon receipt of a HCV *Homeownership Preliminary Application*, the HCV Program Administrator determines whether The Family meets the eligibility criteria for the program. The application review will include:

1. Evaluation of family composition and HCV rental status.
2. Review of income, savings, and disability documentation.
3. Verification that The Family is in compliance with all lease provisions using the PCHA *Landlord Reference* form.
4. Evaluation of employment history.

All documentation is subject to independent verification by PCHA program staff. The Program Administrator will review the file for discrepancies or omissions. If, at any time throughout the process, the Program Administrator sees a discrepancy in reported income, assets, or family share, he/she shall report it to the Housing Program Specialist (HPS). The HPS shall perform an interim reexamination, resolve whether further action is necessary, and report the outcome to the Program Administrator.

If, in the course of a loan application, a loan originator, or other third party, document income not previously reported to PCHA, PCHA will conduct an interim reexamination of income. Should the reexamination result in a debt or proposed repayment agreement, PCHA shall retain sole discretion to withdraw the *Certificate of Eligibility* subject to the outcome of any grievance procedure

related to the income discrepancy. The participant family must remain on the HCV program for an additional year, in good standing, before PCHA may re-issue a *Certificate of Eligibility*.

DETERMINING “MORTGAGE READY” APPLICANTS

Applications for homeownership are date-stamped. Complete applications – those with all necessary attachments in place – are placed on a waiting list in order of date and time received.

A *Certificate of Eligibility* is awarded on a first-come, first-served, basis after a family is determined eligible and “mortgage ready.” The *Certificate* contains an estimate of the amount of HAP available to the family. This estimate is useful to the family and lender when determining the housing and debt ratios.

Incomplete Applications

Incomplete applications will not be reviewed and will be returned to applicants for completion. A checklist of application deficiencies will be attached to the incomplete application. Participants must correct all deficiencies noted on the checklist and resubmit the checklist, complete application, and attachments, for additional consideration. Applications that are returned for incompleteness will be re-stamped and dated when they are returned complete.

Homeownership Counseling

PCHA will provide a listing of HUD-approved homeownership counseling agencies for counseling prior to application, after a *Certificate of Eligibility* is issued, and post-purchase counseling. An HCV applicant must attend and satisfactorily complete a HUD approved counseling program. The counseling program covers the topics listed below. Applicants who PCHA determines are not yet “mortgage ready” may be required to obtain additional information on any of the following issues:

1. Is homeownership right for you?
2. Special needs of disabled home buyers/fair housing issues;
3. Budgeting and money management;
4. Credit counseling;
5. How to negotiate the purchase price of a home;
6. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;

7. How to find a home, including information about homeownership opportunities, schools, and transportation services in the area;
8. Information about the Real Estate Procedures Act, State and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions;
9. Home maintenance;
10. Taxes, proration of taxes if assisted by the program;
11. Inspection criteria, HQS requirements, special requirements in the contract for sale;
12. Voucher, eligibility, and continuous eligibility requirements;
13. Post purchase counseling.

CERTIFICATE OF ELIGIBILITY

PCHA shall use a priority mechanism to ensure a fair and equitable selection of new applicants. Upon securing a sufficient number of applicants to ensure full utilization of the program, PCHA shall resort to its traditional use of priority and then date and time of application.

The priority is established with Board approval and is limited to the initial admissions process. A sufficient window of opportunity shall exist to ensure equal representation of eligible applicants within the priority pool.

Priority will be given in the following order:

Families that have graduated from the FSS program and meet the HCV HO eligibility requirements

Families that have verified that they meet the eligibility requirements and are acceptable for lender/loan requirements by a qualified lender with qualified loan products

All other eligible families

Other families that are participating to achieve eligibility

If the HCV Program Administrator determines that a family meets minimum eligibility criteria, he/she may issue a *Certificate of Eligibility* to enable The Family

to shop for a home purchase. The Program Administrator will deliver the *Certificate of Eligibility* and a copy of the *Homeownership Application* to the participant. These documents will assist The Family in determining the maximum sales price and loan amount in the pre-qualification process in conjunction with their lender.

Whenever an opening occurs in the program, PCHA will select the next available applicant for an intake interview. The Program Administrator will interview The Family to ensure that all the information contained in their *Homeownership Application* is current and that the family is eligible for homeownership.

The issuance of a *Certificate of Eligibility* does not guarantee that a participant will have the ability to secure a homeownership loan. Other considerations such as the housing market, the family's credit history, total indebtedness, and current income will be factors that will determine a participant's ability to secure a home mortgage. All participants will qualify independently through a mortgage lender of their choice.

Changes in Family Size or Composition

All changes in family composition must be reported prior to the change to the Housing Program Specialist and the HCV Homeownership Program Administrator. The *Certificate of Eligibility* will reflect the applicable subsidy standard PCHA assigns to the family based upon the family's size and composition. The final *Housing Assistance Payment Certificate* will be issued based upon the subsidy standard applicable on the date of closing.

Changes in the Payment Standards

The payment standard applicable on the date of closing establishes the baseline payment standard for the unit. If the payment standard changes after an offer to purchase has been made, but prior to closing, the payment standard applicable on the date of closing applies. PCHA will reissue a revised *Certificate of Eligibility* effective on the effective date of the new Payment Standard.

ELIGIBLE UNITS

Eligible homes must be located within the respective geographic boundaries that govern the PCHA's HCV rental program.

A family approved for homeownership assistance may purchase the following type of homes:

- A new or existing home;

- A single-family home;

A condominium;

A home in a planned use development, a cooperative, a loft or live/work unit;

A manufactured home, if situated on a privately owned lot or on a leased pad in a mobile home park.

If the family does not own fee title to the real property on which the home is located, the family must have the right to occupy the site for a period of at least forty (40) years and the home must have a permanent foundation.

A unit can be under construction at the time a family enters into the contract of sale. A unit is considered to be “under construction” if the footers have been poured. The PHA will not commence Housing Assistance Payments until the unit has satisfactorily passed an HQS and Independent inspections and meet all other program requirements.

For PCHA-owned units all of the following conditions must be satisfied:

- PCHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PCHA-owned unit is freely selected by the family without PCHA pressure or steering;
- The unit is an eligible housing unit;
- PCHA will inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PCHA provided financing. All of these actions must be completed in accordance with program requirements. PCHA will obtain the services of a neighboring PHA or other independent HCV administering agency to perform these services, so long as the independent agency is operating a HCV Program.

For units not yet under construction. Families may enter into contracts of sale for units not yet under construction at the time the family enters into the contract for sale. However, the PHA shall not commence homeownership assistance for the family for that unit, unless and until:

(1) Either:

- (i) The responsible entity completed the environmental review procedures required by 24 CFR part 58, and HUD approved the environmental certification and request for release of funds prior to commencement of construction; or

(ii) HUD performed an environmental review under 24 CFR part 50 and notified the PHA in writing of environmental approval of the site prior to commencement of construction;

(2) Construction of the unit has been completed; and

(3) The unit has passed the required Housing Quality Standards (HQS) inspection and independent inspection.

FAMILY SEARCH AND OFFER TO PURCHASE

At the time the *Certificate of Eligibility* is issued, the family is placed in “home shopping status.” The family has 180 days to locate and make an offer on a home, and secure a prequalification letter from their lender. The Program Administrator may recommend three additional 30 day extensions not to exceed a total of 270 home shopping days. Additional 30-day extensions are available on a case-by-case basis, subject to approval by the Director of Housing or their designee.

During a participant’s search for a home, their housing choice voucher rental assistance shall continue. The participant family remains subject to all applicable rules and regulations.

CONTRACT OF SALE

Eligible homes must be located within the boundaries of the Pinellas County Housing Authority HCV Program. The seller cannot be an individual, company, or corporation who has been debarred, suspended, or is subject to a limited denial of participation by HUD or PCHA. PCHA may deny approval of a seller for any reason provided for disapproval of an owner under the voucher rental program regulations.

Before commencement of homeownership assistance, the homeownership applicant must enter into a contract of sale, or earnest money agreement, with the home seller.

PCHA will provide the buyer with an *Addendum to the Residential Purchase Agreement*. Both the buyer and seller must execute the earnest money agreement and *Addendum*.

The *Addendum to the Residential Purchase Agreement* shall contain the following provisions:

1. Specify price and other terms of sale by the seller to the purchaser.

2. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser and PCHA.
4. Provide that the purchaser is not obligated to pay for any necessary repairs.
5. Specify that an HQS inspector be granted access to the property to perform an HQS inspection prior to closing. Homeownership assistance is contingent on satisfactory inspections by both inspectors and subject to approval by PCHA.
6. Specify that the seller has not been debarred, suspended, or subject to a limited denial of participation in a HUD program under 24 CFR.
7. Specify that before Buyer is obligated under any contract to purchase Property, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

The *Addendum to the Residential Purchase Agreement* shall contain the following provisions if the unit is not yet constructed:

1. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.
2. The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Conduct of the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.
3. Commencement of construction in violation of either of the above two provisions voids the purchase contract and renders homeownership assistance under 24 CFR part 982 unavailable for purchase of the unit.

HOME INSPECTIONS

Two home inspections are required prior to purchase: (1) An independent home inspection, and (2) an HQS inspection.

Independent Home Inspection

HUD regulations require a home inspection by an approved independent, professional home inspector. The family is required to select and pay for a home inspector to identify any physical defects and determine the condition of the major building systems and components. The buyer and PCHA must receive a written report of this examination describing the observable major defects, required repairs and/or accessibility modification requirements.

The inspector shall also be acceptable to the local lending institutions. In all cases the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The unit must pass a termite or wood destroying organism report and any other requirements as determined by the State.

PCHA may not require the family to use an independent inspector selected by PCHA. The independent inspector may not be a PCHA employee or contractor, or other person under control of PCHA. However, PCHA has established standards for qualification of inspectors selected by families under the homeownership program.

PCHA and the family will discuss the results of the inspection and determine if any pre-purchase repairs are necessary. ICBO inspections performed by an independent inspector, performed at periodic points in the homebuilding process, may be utilized. The cost of the ICBO inspection is included in the cost of the home. PCHA may disapprove the unit for purchase based on the results of the independent inspection.

Housing Quality Standards (HQS) Inspection

A Housing Quality Standards (HQS) inspection is required whenever the home is 100% ready for occupancy. The condition of the home must satisfy HQS standards before a sale may occur. PCHA will conduct a Housing Quality Standards (HQS) inspection first, and if satisfactory, then require the independent inspection.

However, PCHA will conduct interim HQS inspections every five (5) years. PCHA has this option to inspect the unit if it has reason to believe the home would no longer meet HQS standards, or has reason to believe that unauthorized individuals are living in the household or threatens the peaceful enjoyment of the surrounding neighborhood.

A PHA inspection is required if the PHA has granted as a reasonable accommodation an additional bedroom size for medical equipment or for a live-in aide. The inspection is to verify that the additional bedroom is being used for its intended purpose. If the extra bedroom is not being used for the intended purpose, the PHA must reduce the

subsidy standard and corresponding payment standard at the family's next annual recertification.

Non-compliance with HQS standards may jeopardize a family's housing assistance payment. If the home does not pass the initial HQS inspection, then the Program Administrator will discuss with the purchasing family whether it would be more feasible to locate another home to purchase, or to have the needed repairs completed prior to the sale.

FINANCING AND AFFORDABILITY OF PURCHASE

It is the responsibility of the family to secure financing for the home purchase. The issuance of the *Certificate of Eligibility* does not guarantee that a family has the ability to secure financing for a home purchase. The Program Administrator and/or partner agencies will provide guidance to potential home buyers to ensure they avail themselves of various down payment assistance programs, optimum loan packages, mortgage interest rates, and ways to avoid predatory lending practices.

The PHA demonstrates its capacity to administer the HCV Homeownership program by requiring the financing to purchase a home either be provided, insured, or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

Down Payment Requirement

The purchasing family is required to invest at least three percent (3%) of the purchase price of the home. This investment can take the form of a down payment, closing costs, or a combination of the two. Of this sum, at least one percent (1%) of the purchase price must come from the family's personal resources.

If the family is an FSS graduate, the FSS escrow may be used to meet 50% of the down payment and closing costs contribution requirements established by PCHA.

The buyer may acquire financing through any PCHA approved lender. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.

Qualified participants may use the value of rental assistance as a form of "income" to help them qualify for a mortgage. Their assistance may be applied directly against their mortgage payment, therefore enabling a borrower to qualify for a home purchase.

There is no prohibition against using local/state grants or other subsidized financing in conjunction with the Housing Choice Voucher Homeownership Program. The program can be combined with a variety of mortgage loan products and other HUD programs to assist a potential home buyer in achieving the most favorable interest rate and terms of purchase.

Lending Partners

PCHA may not influence a family's choice of lending options by limiting the use of homeownership assistance to particular units, neighborhoods, developers, lenders or require a family to use a set financing approach. However, HUD encourages local public housing authorities to develop partnerships with lenders to better serve the needs of families. PCHA will counsel the family to avoid predatory lenders or lending practices. PCHA will honor any financing package that arises from any lender approved by the PCHA Mortgage Department.

Underwriting Options

The following underwriting options are suggested under this program. The lender will decide upon the option based upon income and borrower qualifications determined on a case-by-case basis by the lender, and dependent upon the specific loan products utilized.

Option One: Deduct HAP from Principal, Interest, Taxes & Insurance (PITI)

The borrower's HAP is applied directly to the PITI, and the housing debt to income ratio is calculated on the "net housing obligation" of the borrower.

Option Two: Add HAP to Borrower's Income

Calculate total income as a combination of the tax-exempt HAP (grossed up by 25%) and the borrower's income from employment using underwriting ratios specific to the loan product being used.

Option Three: Two Mortgage Approach

Borrower qualifies for the first mortgage (PITI) using only earned income. The HAP is used to pay the full P&I for a second mortgage.

Loan Restrictions

Mortgages with balloon payments, interest only, or variable interest rates are not allowed under PCHA's program. The buyer may not enter into a seller financing or lease-purchase agreement under this program.

PCHA reserves the right to review lender qualifications and the loan terms before authorizing homeownership assistance.

- PCHA may disapprove proposed financing of the debt if PCHA determines that the debt is unaffordable. In making this determination, PCHA will take into account family expenses such as child care, un-reimbursed medical expenses, homeownership expenses, and other family expenses, in addition to the participant's income.

PCHA must approve any proposed refinancing of the property.

- Refinancing the property, without prior written approval from PCHA, may result in termination of the HCV Homeownership assistance.

In making its determination, PCHA will take into account the reason(s) for the request to refinance, as well as the current assets and liabilities of the family, and how the refinancing will impact the total tenant payment. Homeownership assistance may continue if refinancing is approved, but will be limited to the remaining term based on the initial mortgage loan.

CONTINUED ASSISTANCE: FAMILY OBLIGATIONS

After a home is located, but before homeownership assistance can begin, the family and PCHA must execute a HUD prescribed "Statement of Homeowner Obligations." In the statement the family agrees to comply with all obligations under the homeownership option. The initial "Statement of Homeowner Obligations, HUD-52649" will be reviewed and executed at the HCV homeownership application appointment.

The family must also execute the *PCHA Statement of Family Obligations* which details the additional PCHA HCV Homeownership Program obligations.

Continuous Reporting Requirements

PCHA will reexamine the family's income and composition on an annual basis.

After purchase of the home, the family must continue to adhere to the "HUD Statement of Homeowner Obligations" and the *PCHA Statement of Family Obligations* in order to continue to receive the monthly housing assistance payment. The *PCHA Statement of Family Obligations* will be reviewed by the family and signed at each annual reexamination.

A family must disclose all changes in income within ten (10) days of the change and at the annual reexamination. Failure to disclose or accurately report changes will jeopardize a family's continued participation in this program. A family may not add an adult household member without prior PCHA approval. PCHA will deny admission to any individual who would otherwise not qualify for admission to the program due to criminal history, drug related history, or registry on a sex-offender list.

Participant must agree to attend post-purchase counseling sessions in conjunction with acceptance into this program to continue to receive assistance. PCHA may require families who become delinquent on their mortgage payments to participate in additional homeownership and/or credit counseling classes.

PCHA may deny or terminate assistance for violation of participant obligations as described in the “HUD Statement of Homeowner Obligations”, the *PCHA Statement of Family Obligations*, or other program obligations.

Continuous Employment Obligations

The Family head of household or spouse must remain continuously employed (no less than 30 hours per week) while participating in the program.

Part-time employment by both parties, totaling over 30 hours per week, does not constitute full-time employment by either party.

For continued eligibility purposes, continuous employment is defined two ways. Continuous employment by the head, spouse or co-head defined as full-time employment (average of 30 hours per week) with no gap in employment lasting more than 90 days; or earned income received by the head, spouse or co-head during the past year greater than the state minimum wage times 1560 hours ($\$8.05 \times 1560 = \$12,558.00$) with no gap in earned income lasting more than 90 days.

The employment requirement is not applicable to elderly families or those whose head or co-head of household, spouse or sole member experience permanent disability.

Mitigating Circumstances

If a working family is subsequently determined by PCHA to now qualify as a “disabled family,” as defined by HUD, the full-time employment requirement is no longer applicable to that family.

PCHA will consider mitigating circumstances where certain lapses in employment prohibit the family from meeting its continuous employment obligation. These include receipt of Unemployment Insurance Benefits due to layoff; absences defined under the Family Medical Leave Act; receipt of Workman’s Compensation benefits.

PCHA will allow week-for-week substitutions whenever any of these benefits are received.

The participant must return to full-time employment within 30 days after exhaustion of unemployment benefits.

A participant who is employed but is on leave from work due to maternity leave, FMLA or is receiving Workman's Compensation, is exempt from the full-time employment requirement during the period of approved leave from work. A participant must return to full-time employment within 30 days after exhaustion of applicable benefits.

Consideration of other mitigating circumstances is at the discretion of the PCHA HCV Program Administrator. The decisions are subject to final approval by the HCV Director.

Guests and Changes in Family Composition

All changes in family composition must be reported to the Housing Program Specialist. All new family members must be approved as eligible residents before moving into the residence.

Family guests are permitted for a period not to exceed 30 days in any calendar year. PCHA may consider persons who exceed the 30 day occupancy limit, or who use the residence as a personal mailing address, as an unauthorized family member. The family may be in violation of their family obligations and PCHA may take appropriate action up to and including termination of assistance.

K.5 Other Continued Family Obligations

In addition to completing the HUD Statement of Homeowner Obligations and PCHA's Statement of Family Obligations Addendum prior to the issuance of the homeownership voucher, the family agrees to comply with all family obligations under the Homeownership Program, including but not limited to:

The family must comply with the terms of any mortgage securing debt incurred to purchase the home or any refinancing of such debt.

At any time the family is receiving homeownership assistance, the family may not sell or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.

A home equity loan or any refinancing may not be acquired without the prior written consent of PCHA.

The family must provide required information regarding income and family composition in order to correctly calculate the total tenant payment (TTP) and homeownership assistance, consistent with the HCV requirements and any other information requested by PCHA concerning financing, the transfer of any interest in the home, or the family's homeownership expenses.

While receiving homeownership assistance, the family must notify PCHA if the family defaults on a mortgage securing any debt incurred to purchase the home.

While receiving homeownership assistance, the family must notify PCHA before the family moves out of the home.

The family must, at annual reexamination, document that the family is current on mortgage, insurance, escrow accounts, repair reserve account, and utility payments.

The family is prohibited from moving more than one time in a one (1) year period. The family may be required to participate in pre- and post-purchase homeownership counseling prior to re-housing.

While receiving homeownership assistance, no family member may have any ownership interest in any other residential property.

Sign a release allowing PCHA, counselors, realtors, and participating lenders to exchange information on the borrower.

Agree to maintain the condition of the home to comply with minimum HUD Housing Quality Standards (HQS).

Acknowledge that the termination of assistance shall be in accordance with program requirements and the Administrative Plan.

Acknowledge that the family is obligated for the whole mortgage payment in the event of termination of assistance.

Disclose any and all changes of family composition and family income immediately to PCHA.

Agree that the family must immediately notify PCHA of any late payment, delinquency notices, or default notices and must agree to participate in default counseling with a designated agency to become current.

Agree to attend any identified financial, homeowner or post purchase counseling during time of assistance.

Agree to the continued employment requirement as stated in PCHA's Administrative Plan.

MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

For non-elderly and non-disabled households, homeownership assistance is available for a maximum 15-year term for mortgages with a 20-year or longer term and a maximum 10-year term in all other cases. The term is calculated from the date of issuance of the first housing assistance payment on the initial mortgage loan.

Families that qualify as a disabled family at the commencement of homeownership assistance, or at any time during the provision of homeownership assistance, are not subject to the 15-year term limitation. Homeownership assistance is available for a disabled family as long as the family remains eligible for the program.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the family will continue to be eligible for the homeownership assistance, subject to eligibility requirements of the Housing Choice Voucher program. The term of assistance will change to a maximum of 15-years for mortgages with a 20 year or longer term and a maximum ten year term in all other cases. This term will be calculated from the date of issuance of the first housing assistance payment on the initial mortgage loan. If the family ceases to qualify as a disabled or elderly family and the 15 or 10 year term has expired then the family will receive 6 months of monthly HAP payments and then the homeownership assistance will terminate.

In the case of an elderly family, the maximum term is for as long as they are eligible, provided the family qualifies as an elderly family at the start of homeownership assistance and continues to qualify as an elderly family.

Upon the death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue, pending settlement of the decedent's estate. The home must be solely occupied by remaining family members in accordance with 24 CFR 982.551(h).

For a nonelderly/nondisabled family, the total homeownership assistance received by a family, whether on different homes or through different public housing agencies, cannot exceed the eligible term of assistance based on the of the initial mortgage loan.

HOUSING ASSISTANCE PAYMENT (HAP)

While the family is residing in a homeownership unit, the HAP is equal to the lower of: (1) the payment standard minus the total tenant payment, or (2) the monthly homeownership expenses minus the total tenant payment.

The family is responsible for all monthly homeownership expenses not reimbursed by the housing assistance payment. Homeownership expenses include:

- principal and interest on the initial mortgage debt and any refinancing of such debt;
- any mortgage insurance premium incurred to finance the purchase of the home;
- real estate taxes and public assessments on the home;
- home insurance;
- cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association;
- the land lease for land where the home is located;
- the PCHA allowance for maintenance expenses;
- the PCHA allowance for costs of major repairs and replacements;
- the PCHA utility allowance for the home; and
- principal and interest on debt incurred to finance major repairs, replacements or improvements on the home.

For an individual with disabilities, such debt may include those costs incurred by the family to make the home accessible.

PAYMENT STANDARD/SUBSIDY STANDARD

For initial homeownership assistance, the payment standard for the family is the lower of: (1) the payment standard for the family unit size, or (2) the payment standard for the size of the home purchased (number of bedrooms in the house). At the annual recertification or an interim recertification, PCHA will apply a payment standard that is the greater of: (1) the dollar amount of the payment standard used at the commencement of homeownership assistance, or (2) the PCHA payment standard for family unit size, used at its most recent annual anniversary. [24 CFR 982.635]

The PCHA subsidy standards determine the bedroom-size that PCHA assigns to the family based upon its size and composition. The subsidy standards are approved by the PCHA Board of Directors. The initial subsidy standard applied to a homeownership family is the same standard used for the rental program. The standards applicable on the PCHA website at closing are the subsidy and payment standards applicable for the initial homeownership period. The

Certificate of Housing Assistance Payment will be issued based on the current subsidy and payment standards in effect on the date of closing.

The respective payment and subsidy standard applicable on the date of closing establishes the baseline payment and subsidy standards for the unit. The payment standard for subsequent years is the greater of the payment standard at the commencement of homeownership assistance or the payment standard at the most recent annual re-examination. Unlike the voucher rental program, the initial payment standard will be the base for future housing payments. The payment standard will not drop below the initial payment standard dollar amount due to changes by HUD or due to changes in family composition.

PORTABILITY

PCHA will permit portability of HCV homeownership assistance to another jurisdiction subject to PCHA policies governing portability. The receiving jurisdiction must operate a HCV Homeownership Program for which the family qualifies and it must be willing to administer new homeownership families. In order to remain eligible for the program, the participant must sell the current home purchased under the HCV Homeownership Program and incur no mortgage default.

PCHA will also accept families from another HCV Homeownership Program subject to PCHA admission requirements for the homeownership program. PCHA will administer the voucher if approved for homeownership.

MOVE WITH CONTINUED TENANT-BASED ASSISTANCE

A family receiving homeownership assistance may move to a new unit with continued assistance. A family member must not own any title or other interest in the prior home and may not move more than once per year. PCHA will review all requests to move with continued tenant-based assistance and may deny permission to move based on lack of sufficient funding to provide continued assistance or based upon the violations listed in Section Q of this document.

TERMINATION OF HOMEOWNERSHIP ASSISTANCE

A family's homeownership assistance may be terminated if a family fails to comply with its obligations under the HCV Homeownership Program or if the family defaults on the mortgage.

Failure to Comply with Homeowner Obligations

The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide PCHA with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; notification of the family's household composition and income and homeownership expenses on an annual basis; and any notice of mortgage default received by the family. Except as otherwise specified in this plan, the family may not convey or transfer the home to any entity or person.

Homeownership assistance may be denied or terminated in accordance with any of the provisions listed at 24CFR 982.638 and/or PCHA requirements.

Occupancy of Home

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, PCHA will not continue homeownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse PCHA for homeownership assistance paid for the month the family moves out.

Changes in Income Eligibility

PCHA may adjust a family's homeownership assistance based upon changes in family income. The effective change shall occur 30 days after the month in which a reexamination of income occurred.

Participation in the HCV Homeownership Program shall continue until such time as the assistance payment amounts to zero for a period of 180 consecutive days. At that time the family will no longer be eligible and the HAP will be terminated. However, should the family go to zero HAP for 180 consecutive days the PCHA reserves the right to extend the period past 180 days up to an additional 24 months, should there be documented extenuating circumstances for an extension to the time period. Such documented extenuating circumstances include but is not limited to:

- Death in the family,
- Loss of employment or income due to no fault of the family,
- Documentation of a medical or financial hardship beyond the control of the family for a member of the assisted household.

After receipt of verification, the PCHA shall reinstate the family into the program subject to available funding and other program requirements.

Refusal to Meet Continuous Work Requirement

PCHA may terminate a working family's homeownership assistance based on a willful refusal to adhere to, or properly document, the full-time employment requirement.

Family Requests a Return to Rental Assistance

PCHA will not provide the family with a rental voucher, if they sell or default on the mortgage loan. The family will not have met all obligations under the HCV Program if either of these two things occurs.

MORTGAGE DEFAULT

If a family defaults on a mortgage, PCHA will not permit the family to move with continued assistance. Any decision to approve or deny rental assistance is based on HCV rental program policies and procedures addressed in the PCHA Administrative Plan.

INFORMAL HEARINGS

[24 CFR 982.555]

An informal hearing will be provided for participants who are being terminated from the Program because of the family's action or failure to act as provided in 24 CFR 982.552. The rules and procedures set forth in the Administrative Plan, entitled "Informal Hearings," will apply.

T. Recapture

[24 CFR 982.625]

PCHA will not recapture the Homeownership Voucher payments unless there was an act of fraud or misrepresentation of a material fact in order to obtain a benefit. The HCV Homeownership recapture provision does not apply to any other program funds that may be used in the transaction.