



Hopewell Redevelopment
& Housing Authority

Where People Matter Every Day

Hopewell Redevelopment & Housing Authority

Administrative Plan

Revised: May 1, 2023



Submitted to:

Hopewell Redevelopment and Housing Authority
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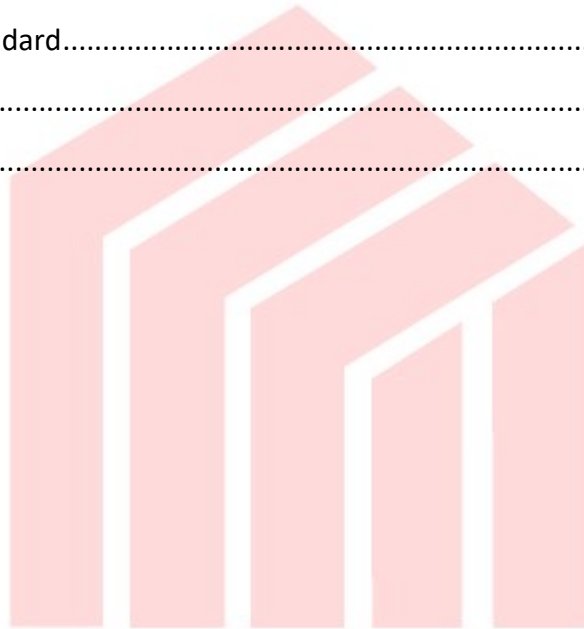
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CHAPTER 1- Program Authority and Objectives

Link: [United States Housing Act of 1937](#)

The Hopewell Redevelopment and Housing Authority (HRHA) manages the Housing Choice Voucher (HCV) Program and other housing programs in the geographic area covering the city of Hopewell, VA. Through its assisted housing programs, eligible families are provided the opportunity to obtain decent, safe and sanitary housing.

Administration of HRHA's Housing Programs and the functions and responsibilities of HRHA staff are in compliance with HRHA's policies and procedures, the Department of Housing and Urban Development's (HUD) regulations, and all applicable Federal, State and local fair housing laws.

Applicable Regulations

- [24 CFR Part 5](#): General Program Requirements
- [24 CFR Part 8](#): Nondiscrimination
- [24 CFR Part 903](#): Public Housing Agency Plans
- [24 CFR Part 960](#): Admission and Occupancy Policies
- [24 CFR Part 982](#): Section 8 Tenant Based Assistance
- [24 CFR Part 985](#): Section 8 Management Assessment Program

HRHA Mission

The Hopewell Redevelopment & Housing Authority's mission is to promote adequate, safe and affordable housing to enhance resident's quality of life, promoting economic opportunity and a suitable living environment free from discrimination.

Purpose of the Administrative Plan

The Administrative Plan (Plan) establishes policies for implementation and administration of the Housing Choice Voucher Program administered by the HRHA. The Plan covers both admission to and continued participation in the Housing Choice Voucher program.

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD guidance, or other applicable law. When circumstances arise and are not addressed by provisions in this Plan, they will be reviewed on a case-by-case basis. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically stated for the applicable program will take precedence.

Approval of Plan and Use of Administrative Fee Reserves

Only the HRHA Board of Commissioners is authorized to approve changes to the Administrative Plan and to authorize charges to the administrative fee reserve. Expenditures will not exceed \$50,000 per occurrence without the prior approval of the HRHA Board of Commissioners. The HRHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the HRHA. If such changes conflict with this Administrative Plan, HUD regulations will take precedence.



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CHAPTER 2 - General Administrative Provisions and Policies

Confidentiality and Privacy Policy

Link: [24 CFR 5.212](#); [HUD Form 9886](#)

It is the policy of HRHA to guard the privacy of applicants and participants, and ensure the protection of records in accordance with the Privacy Act of 1974. HRHA will not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law.

This privacy policy does not limit HRHA's ability to collect such information as it may need to determine eligibility, compute rent, and does not prohibit the HRHA from disclosing information to local law enforcement if the participant is suspected of being involved in criminal or legal activity.

All applicant and participant information will be kept in a secure location and access will be limited to authorized HRHA staff. HRHA staff will not discuss personal family information unless there is a business reason to do so.

Prior to utilizing HUD's EIV system, the HRHA will adopt and implement EIV security procedures required by HUD. HRHA's EIV procedures are stated in the HRHA Management Procedures.

Record Retention Policy

Link: [24 CFR 908.101](#); [24 CFR 35 Subpart B](#)

During the term of each HCV tenancy, and for at least three years thereafter, the HRHA will keep all documents related to a family's eligibility, tenancy, and termination.

In addition, the HRHA will keep the following records for at least four years:

- Application records and eligibility notices
- Lead-based paint records
- Documentation supporting utility allowances
- Documentation supporting SEMAP scores
- Accounts and other records supporting the budget and financial statements for the program
- Other records as determined by the HRHA or as required by HUD
- Longer retention requirements may apply for citizenship status hearing documents

Records for Environmental Intervention Blood Lead Level

Link [24 CFR 35.1225](#)

The HRHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

The HRHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within 5 business days of receiving the information.

Quarterly, the HRHA will attempt to obtain from the public health department having jurisdiction in the same area as the HRHA, the names and addresses of children under age six with an identified environmental intervention blood lead level.

The HRHA will match information received from the health department with information about program families. If a match occurs, the HRHA will follow all procedures for notifying owners and conducting risk assessments.

Quarterly, the HRHA will report a list of addresses of units occupied by children under age six, receiving assistance to the public health department, unless the health department indicates in writing that such a report is not necessary.

The HRHA will inform owners of lead-based paint regulations especially those related to prohibited and safe work practices, resident protection during lead-based paint activities, and notification requirements. This will be accomplished through written material provided by the PHA.

The HRHA is responsible for issuing and maintaining in the file the notification to the owner of any needed corrections and appropriate methods to correct lead hazards, and of the deadline for completing the corrections.

The HRHA will track all known environmental intervention blood lead level children (of program families) until the child reaches age six. This will assure that all HRHA required activities are being addressed in a timely manner and that inspections conducted on behalf of the family will include the inspection for deteriorated paint.

CHAPTER 3- General Fair Housing Policies

Nondiscrimination Policy

Links: [Fair Housing Act \(42 U.S.C\)](#); [Section 504 of the Rehabilitation Action of 1973](#); [Joint Statement of HUD and DOJ 5/17/14](#) and [24 CFR 982.54\(d\) \(6\)](#); [982.301\(b\) \(10\)](#); [982.304](#)

HRHA provides information regarding Fair Housing and discrimination in housing on its website, in outreach materials, posters at its office, in the family briefing session and program packets, and owner meetings. When needed, HRHA will also assist with how to fill out and file a housing discrimination complaint.

Complying with Civil Rights Laws

It is the policy of the HRHA to comply with all federal, state and local non-discrimination laws, rules and regulations governing fair housing and equal opportunity in housing and employment now in effect and subsequently enacted, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex.
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities
- Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units)
- Violence Against Women Reauthorization Act of 2005 (VAWA)
- HUD's Equal Access Rule
- Any applicable State laws or local ordinances that may apply

HRHA will provide information to applicants at the time of admission and participants at the time of annual re-certification about civil rights requirements.

HRHA's housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status. HRHA will not inquire about the sexual orientation or gender identity of an applicant or participant for purposes of determining eligibility or otherwise making such housing available. However, the HRHA may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058. The HRHA will not discriminate because of race, color, marital status, sexual orientation, national origin, sex, religion, familial status, or

disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities.

Upon receipt of a complaint from an applicant or participant alleging a violation of the Equal Access Rule, HRHA will determine if a program violation occurred, provide written notice and implement appropriate corrective action(s). HRHA will keep records of all complaints, investigations, notices and corrective actions. HRHA may also advise the family to file a Fair Housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Applicants or participant families who believe that they have been subject to unlawful discrimination may notify the HRHA either orally or in writing. Notifications made orally will be documented in writing by HRHA staff including: complaint description, applicant/participant name, date, and HRHA staff taking complaint. The HRHA will attempt to remedy discrimination complaints made against the HRHA. The HRHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

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Owner Nondiscrimination Requirements [Form HUD 52641; PIH 2014-20](#)

The HRHA requires owners to comply with all applicable laws and statutes. In agreeing to participate in HRHA's housing choice voucher programs, the owner must abide by the Housing Assistance Payments (HAP) contract which prohibits discrimination and requires that the owner:

- Not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, familial status, or disability in connection with the contract; and,

- Cooperate with HRHA and HUD in conducting equal opportunity compliance reviews and investigation.

Family Outreach and Affirmative Marketing

The HRHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families. As part of the briefing process and on-going education, HRHA will provide information to HCV families about the opportunity to rent in a broad range of neighborhoods.

When the HRHA's waiting list is open, HRHA will publicize the availability and nature of housing assistance through a newspaper of general circulation, and if funding is available local radio station. Notices will also be provided in English and Spanish. Efforts will be made to notify local officials, government agencies, and agencies that specifically address the needs of individuals with disabilities.

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

The HRHA provides the following to Housing Choice Voucher applicants and participants:

- Information on general locations and characteristics of neighborhoods including: shopping centers, bus lines, etc.
- A listing of available rental property. The list, updated monthly, states: address, amenities, deposit information, etc. as provided by owners.
- A list of properties/owners who accept HCV.
- A description of portability provisions available in the Housing Choice Voucher program.
- A map that identifies areas within the City of Hopewell that are areas of low poverty and minority concentrations.

Owner Outreach

Outreach to property owners is regularly conducted to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, the HRHA welcomes and encourages the participation of owners of decent, safe, and sanitary housing units.

HRHA encourages program participation by owners of units located outside areas of poverty or minority concentration. HRHA periodically evaluates the demographic distribution of assisted

families within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of the full range of areas within the HRHA's jurisdiction where they may lease units and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

HRHA is committed to providing good customer service that encourages on-going owner participation in the program.

Language Assistance Plan and Limited English Proficiency Policy

Link [Federal Register 1/22/07, 24 CFR 1](#)

The HRHA is committed to providing meaningful access to its programs and services to all eligible persons, including those who have Limited English Proficiency because of their national origin. HRHA will take affirmative steps to communicate with people who need services or information in a language other than English. LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Policy, LEP persons are HCV program applicants and participant families.

HRHA has determined that the majority of participants speak English, The HRHA staff can communicate in: English and Spanish. Given very limited resources HRHA will not develop a written LEP plan, but will consider alternative ways to communicate and provide meaningful access.

Every year, as part of HRHA's annual plan process, the need for a LEP Plan will be reviewed and a Plan created if needed. The review will assess whether there have been any significant changes in the composition or language needs of the LEP population. The HRHA will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken if the costs imposed do not substantially exceed the benefits.

If in the future HRHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) developing, monitoring and updating the LEP plan as needed.

LEP Options

- When LEP persons request, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the HRHA: the staff communicate in English. The interpreter may be a family member or friend.
- The HRHA will utilize a language line for telephone interpreter services.
- HRHA will inform the participant association of language assistance services.

- HRHA will not provide written translation but will provide written notice in the primary language of the LEP language group of the right to receive oral interpretation of those written materials, free of cost. Translation may also be provided orally.

Reasonable Accommodation Policy

Link: [24 CFR Part 8](#)

This policy applies to applicants and participants. A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from a program or activity.

HRHA will ask all applicants and participant families if they require any type of accommodations, in writing, on the intake application, re-certification documents, and notice of adverse action. The notice will include the name and phone number of the HRHA contact person for requests for accommodation for persons with disabilities.

The HRHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the HRHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, the HRHA will document the request in writing including: request specifications, family name, date, and HRHA staff taking request.

If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to fully access and utilize the HRHA's housing programs and related services, the HRHA will verify and evaluate the request. The HRHA is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

Legal Authority

This Policy is in compliance with the statutory HRHA listed below:

- Section 504 of the Rehabilitation Act of 1973 (Section 504);
- Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
- The Fair Housing Act of 1968, as amended (Fair Housing Act);
- The Architectural Barriers Act of 1968; and
- 24 C.F. R. Parts 8

Definition of Disability

Person with disabilities is a person who:

- Has a disability, as defined in [42 U.S.C. 423](#);
- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and

- Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- Has a developmental disability as defined in [42 U.S.C. 6001](#).
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- Means “individual with handicaps”, as defined in § [8.3](#) of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Examples of Reasonable Accommodations

- Allowing a larger unit size
- Allowing a live-in aide, with the owner’s approval
- Allowing a service animal, with the owner’s approval
- Alternative measures instead of lease termination
- Rescheduling appointments and/or hearings
- Attendance at a hearing of any other person approved by the HRHA
- Permitting an outside agency or family member to assist in an interview or meeting
- Permitting applications and re-certifications to be completed by mail

HRHA’s reasonable accommodation procedures are stated in the HRHA Reasonable Accommodation Procedure.

Live in Aide Policy

Links: [24 CFR 5.403](#); [24 CFR 8](#); [24 CFR 5.609\(c\)\(5\)](#); [24 CFR 966.4\(d\)\(3\)\(I\)](#)

The HRHA will approve a live-in aide if needed for families with an elderly member, or as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities.

Live-in aide means a person who resides with one or more elderly persons or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons
- Is not obligated for the support of the persons, and
- Would not be living in the unit except to provide the necessary supportive services

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and will not be considered a remaining member of a participant family.

A family's request for a live-in aide must be made in writing. HRHA will verify the request. For continued approval, the family must submit a new, written request, subject to the HRHA verification at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

- Not obligated for the support of the person(s) needing the care, and
- Would not be living in the unit except to provide the necessary supportive services.

The HRHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if the person:

- Does not meet HRHA's eligibility criteria
- Would cause the current unit to become overcrowded according to HRHA standards and local codes
- Falls under any category listed in this Policy in the Denials of Admission Section
- Is on the HRHA Trespass List

HRHA's Live-In Aide Procedures are stated in the HRHA Live-In Aide Procedure

Physical Impairment Policy

Link: [24 CFR Part 8.6](#)

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication is available at the HRHD office.

When visual aids are used in meetings or presentations, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant or participant) to receive, interpret and explain housing materials and be present at all meetings.

HRHA's Section 504 Plan for Property Management is stated in the HRHA Reasonable Accommodation and 504 Procedure.

Violence against Women Reauthorization Act Policy (VAWA)

Links: [Violence Against Women Reauthorization Act 2005](#); [24 CFR 5.2005 \(b\), \(d\), \(e\)](#); [24 CFR 5.2003](#); [24 CFR 5.2009](#); [24 CFR 5.2007 \(a\)\(1\)\(v\)](#)

This Policy is applicable to all federally subsidized public housing administered by HRHA, including the HCV program. HRHA will not discriminate against an applicant or participant on the basis of the rights or privileges provided under the VAWA. This policy is gender-neutral,

and its protections are available to persons who are victims of domestic violence, dating violence, sexual assault or stalking.

Neither VAWA nor this Policy implementing it will preempt or supersede any provision of Federal, State or local law that provides greater protection under VAWA for victims of domestic violence, dating violence, sexual assault or stalking (VAWA-protected acts or threatened acts of violence).

VAWA Confidentiality

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

- Requested or consented to by the individual in writing
- Required for use in an eviction proceeding
- Otherwise required by applicable law

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, HRHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

VAWA Notification of Rights

The HRHA will enclose in each application packet a notice advising applicants of their rights under VAWA. The HRHA will notify participants of their rights under VAWA during the annual re-certification process and with any adverse action notice along with a copy of the form HUD-50066.

The HRHA will not deny admission to the housing choice voucher program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking; provided that such person is otherwise qualified for such admission.

If an applicant claims protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking; the HRHA will request in writing that the applicant provide documentation supporting the claim.

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

- A signed statement requesting that the perpetrator be removed from the application
- A signed statement certifying that the perpetrator will not be permitted to visit or to stay as a guest in the HCV unit
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

- The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse.
- The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully.
- The victim and perpetrator must also sign or attest to the documentation.

If presented with conflicting certification documents from members of the same household, HRHA will attempt to determine which the true victim is by requiring each of them to provide third-party documentation.

The HRHA reserves the right to waive the documentation requirement if it determines that such a statement or other corroborating evidence from the individual will suffice. In such cases the HRHA will document the waiver in the individual's file.

Mitigation of Disqualifying Information - VAWA

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of VAWA violence, HRHA may but will 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 HRHA is entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of VAWA violence and its probable relevance to the potentially disqualifying information. The HRHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of VAWA violence.

Termination of Assistance - VAWA

When a participant family is facing program termination because of the actions of a participant, household member, guest, or other person under the participant's control and a participant or immediate family member of the participant's family claims that she or he is the victim of such actions and that the actions are related to VAWA violence, the HRHA will request in writing that the individual submit documentation affirming that claim. The written request will include explicit instructions on where, when, and to whom the documentation must be submitted. It will also state the consequences for failure to submit the documentation by the deadline.

In determining whether a housing choice voucher participant who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other participants or those employed at or providing service to a property, the HRHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or participant other than the victim of domestic violence, dating violence, sexual assault or stalking

- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other participants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location
- If the participant wishes to contest the HRHA's determination that he or she is an actual and imminent threat to other participants or employees, the participant may do so as part of the informal hearing or in a court proceeding.

Bifurcating the Lease -VAWA

The HRHA will allow the owner to bifurcate a family's lease and terminate the tenancy of a family member if the HRHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members. In making its decision, the HRHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the HRHA by the victim. HRHA may, on a case-by-case basis, choose not to allow bifurcating the lease. If necessary, the HRHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the HRHA may offer the remaining family members a voucher to move if the owner agrees to a mutual rescission of the lease; or it may refer them to a victim service provider or other agency with shelter facilities.

The HRHA VAWA procedure is stated in the HRHA VAWA Procedure.

CHAPTER 4- Applying to the Program and Waiting List

Application Process

When the HCV program waiting list is open, the HRHA uses a two-step application process when it is expected that a family will not be selected from the waiting list for at least 30 days from the date of application. Under the two-step application process, the HRHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list. If families are needed in less than 30 days, HRHA will use a one step process and request all information from the family at that time.

When the HCV waiting list is open, applicants may obtain application forms from the HRHA Office at 350 E Poythress St, Hopewell, VA 23860 during business hours from 9:00 AM to 1:00 PM on Monday through Friday. Families may also request an application be mailed, as a reasonable accommodation.

No one will be denied the right to request or submit an application when the HCV waiting list is open. Applicants may complete the application at HRHA's Office during normal business hours or may take the application to complete it elsewhere and bring it back during normal business hours.

Applications must be completed in ink. If the applicant is unable to complete the application form and has represented that he or she has no one to assist him or her, and/or the applicant requests a reasonable accommodation, a HRHA employee will assist the applicant in completing the application form based upon the information provided by the applicant. The applicant will sign and date the application, and note that at their request the HRHA staff assisted in completing the application. The HRHA staff will note in the application file that the assistance was provided, including the date.

Completed applications must be returned to the HRHA by mail, fax, or submitted in person during normal business hours. Applications must be filled out completely in order to be accepted by the HRHA for processing. If an application is incomplete, the HRHA will notify the family of the additional information required. Upon receipt of the complete application, it will be accepted and date and time stamped.

Every housing choice voucher program application file will include the date and time of application; applicant's race and ethnicity; applicant's bedroom size, eligibility determination date; selection date; briefing and voucher issuance date.

An applicant is deemed preliminarily ineligible and not placed on the HRHA waiting list if:

- Currently housed in the same program and listed as the head of household or co-head of household.

Local Preferences

Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. The HRHA will verify admission preference at the time of applicant eligibility determination. Applicants failing to verify preference will be returned to the wait list in the position without the local preference points. Every applicant must still meet HRHA's Selection Criteria before being offered a voucher. HRHA has the following HCV preferences:

1. Residency Preference - Families that live and/or work in Hopewell. The Residency Preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.
2. Working Families - Head of household or spouse or sole member is aged 62 or older or is a person with disabilities (Notice PIH 2011-33) or where the head of the household is the primary caregiver for a disabled household member. Minimum works hours 15 per week for non-elderly and non-disabled.
3. Veterans - Persons who were honorably discharged or under other than dishonorable conditions.
4. Olmstead Preference - Applicant families with disabilities who reside in institutions who are ready to leave the institution for community-based living.
5. Elderly/Disabled - Head of Household, Spouse or Sole Member is aged 62 or older or is a person with disabilities.
6. Homelessness - Individuals with this preference will provide verification of status through an organization identified through the State or Local continuum of care.
7. Domestic Violence - Victims of domestic violence, dating violence, sexual assault or stalking.
8. Involuntarily Displaced - Involuntarily Displaced or about to be Involuntarily Displaced by government action, fire, natural disaster, domestic violence, to avoid reprisals, hate crimes or due to the inaccessibility of unit.
9. Involuntarily Displaced HRHA - Involuntarily displaced due to a real estate acquisition by HRHA.

Note: All preferences will be superseded by any family that has been terminated from its HCV program due to insufficient program funding.

All preferences will be treated equally regardless of preference.

If an applicant makes a false statement in order to qualify for a Local preference, HRHA will deny the preference.

If the HRHA denies a preference, HRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting review with the Executive Director or his/her designee.

If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Income Targeting Policy

Link: [24 CFR 960.202\(b\)](#)

The HRHA will monitor progress in meeting the Extremely Low Income (ELI) requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

Fungibility

Link: [Quality Housing and Work Responsibility \(QHWRA\) Act](#), aka Public Housing Reform Act or Housing Act of 1998

HRHA will exercise fungibility between the Housing Choice Voucher and public housing programs as allowed by HUD to meet income targeting requirements and as also stated in the HRHA's Admission and Occupancy Policy.

Opening and Closing the Waiting List

The HRHA may at its discretion open and close waiting list.

The decision to close the waiting list will be based on: the number of applications on file, the number of anticipated available vouchers and when the estimated waiting period for housing assistance reaches 12 months.

The HRHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

The HRHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to suitable media, such as the Hopewell News.

Maintaining the Waiting List

The HRHA will not merge the housing choice voucher waiting list with the waiting list for any other program the HRHA operates.

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

- Name and address of head of household
- Number of family members
- Social security number (head of household)
- Amount and source of annual income
- Date and time of application

Updating the Waiting List

The waiting list will be updated as needed to ensure that all applicant information is current. The update letter will state that failure to respond will result in the applicant being removed from the waiting list without further notice. The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by the HRHA not later than 10 business days from the date of HRHA's letter. If the family fails to respond within 10 business days, the family will be removed from the waiting list without further notice. If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice. If the notice is returned by the post office with a forwarding address, the notice will be resent to the address indicated. The family will have 10 business days to respond from the date the letter was resent.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent the HRHA from making an eligibility determination; therefore no informal hearing is required. If the family is removed from the waiting list for failure to respond, the Deputy Executive Director may reinstate the family if s/he determines the lack of response was due to HRHA error, or to circumstances beyond the family's control.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the update notification will be considered as a reasonable accommodation if requested by a person with a disability.

Removal from the Waiting List

The HRHA will remove applicants from the waiting list if:

- The applicant has requested that their name be removed. In such cases no informal review is required.

- The applicant has failed to advise the HRHA of his/her continued interest in the housing choice voucher program during the waiting list update. This includes failing to notify the HRHA of any changes in family status, address, etc.
- The applicant has failed to attend interviews and/or provide documentation in the required timeframes.
- HRHA determines that the family is not eligible for admission at any time while the family is on the waiting list.

If a family is removed from the waiting list because the HRHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review.

Waiting List Placement

Applicants will be placed on the waiting list based on any preference, and then by the date and time their complete application is received by the HRHA.

The HRHA will send written notification of the preliminary eligibility determination within 10 business days of receiving a completed application. Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, the HRHA will determine eligibility for admission to the program.

If the HRHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. When a family is determined to be ineligible, the HRHA will send written notification of the ineligibility determination within 10 business days of receiving a complete application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so. If upon conclusion of the informal review process, the family's preliminary eligibility is restored, the family's original date and time of application will be restored on the waiting list.

Applicants who owe money to HRHA or any other housing authority will not be placed on the waiting list until their debt is paid in full.

If an applicant or family requests copy of HRHA's selection policies, the HRHA will provide copies at .10 per page.

Assistance Targeted by HUD

Link: 24 CFR 982.203; [982.203 \(2\)\(b\)\(1-5\)](#)

HRHA will admit a family that is not on the waiting list, or without considering the family's waiting list position or preferences in certain circumstances prescribed by HUD. HRHA will maintain records showing that the family was admitted with HUD-targeted assistance.

HRHA currently administers the Emergency Housing Vouchers. The policies unique to this voucher program is outlined in Chapter 17.

Continuously Assisted Families

Link: [24 CFR 982.4](#); [982.203](#)

HRHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by HRHA. As noted in this Plan, families being relocated from the HRHA's public housing have first priority for vouchers and qualify as continually assisted. In addition, families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 project-based assistance) are considered continually assisted. All such families are treated in the regulations as "special (non-waiting list) admissions".

When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

Relocation of Witnesses and Victims of Crime

HRHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. The HRHA will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

Selection from the Waiting List Notification

The HRHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:

- Date, time, and location of the application interview, including any procedures for rescheduling the interview
- Who is required to attend the interview
- Documents that must be provided at the interview

If a notification letter is returned to the HRHA with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents the HRHA from making an eligibility determination; therefore no informal review will be offered.

HRHA's waiting list procedures are stated in the HRHA HCV Waiting List and Eligibility Procedure.

Chapter 5-Initial and Continuing Eligibility

Links: [24 CFR 982.201\(c\)](#); [24 CFR 5.403](#)

Qualifications for Admission

HRHA will admit only applicants who are qualified according to all the following criteria:

- Are a family as defined by HUD and HRHA.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
Link [24 CFR Part 5, Subpart E](#)
- Provide documentation of Social Security numbers for all household members, or certify that they do not have Social Security numbers. Link [24 CFR Part 5, Subpart B](#)
- Have income at or below HUD-specified income limits. Link [24 CFR Part 5, Subpart F](#)
- Consent to HRHA's collection and use of family information as provided for in HRHA consent forms.

Income Eligibility

Links: [24 CFR 982.201\(b\)](#); [982.4](#); [248.101](#) & [173](#)

For admission to the Housing Choice Voucher Program, a family must be income eligible in the area where the family initially leases a unit with housing assistance. A family porting into Hopewell, VA must be eligible in Hopewell, VA. A family porting out of Hopewell must be income eligible in the area where the family leases an assisted unit.

To determine if the family is income eligible, the HRHA will compare the annual income of the family to the HUD published HRHA income limit for the family's size.

Social Security Number Disclosure

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

If HRHA determines that the applicant is otherwise eligible to participate in a program, the applicant may retain its place on the waiting list for the program but cannot become a participant until it can provide the documentation to verify the SSN of each member of the household.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so

long as the documentation required is provided to the HRHA within 90 calendar days from the date of admission into the program.

The HRHA will grant an extension of one additional 90-day period if the HRHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required within the required time period, the HRHA must follow the provisions of [§ 5.218](#).

Citizenship Requirements

HRHA will verify the citizenship/immigration status of applicants at the time other eligibility factors are determined. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. Each family member must declare whether the individual is a citizen, national or an eligible noncitizen. . Family members who declare citizenship or national status will not be required to provide additional documentation supporting the individual's declaration of citizenship and national status, unless HRHA receives information indicating that an individual's declaration may not be accurate. All eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age. Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original USCIS documentation. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of household.

Family Definition

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, or any other single person

- A group of persons residing together and such group includes, but is not limited to:
 - 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); unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
 - An elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a participant family.

For categorizing family as defined above, the terms disabled family and elderly family are:

Link: [24 CFR 5.403](#)

- Disabled family means a family whose head (including co-head), spouse or 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.

A family may have a spouse or co-head but not both. The co-head is an individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Child (minor) relationship is determined only by: birth, adoption, a court order establishing custody, or a legal order from the social service agency, (i.e. Child Protective Services, DES, etc.).

A family does not include:

- A group of unrelated persons living together (friends, etc.)
- Aunt, uncle, sister, brother, cousin, friend, etc.
- An additional family to the household, i.e. a sister and her children, etc.
- A housekeeper or live-in aide
- Foster children and/or foster adults

Each family must identify the individuals to be included in the family at the time of application, and must notify the HRHA if the family's composition changes within 10 business days.

Student Head of Household

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

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the [Higher Education Act of 1965 \(20 U.S.C. 1002\)](#));

- Is under 24 years of age;
- Is not a veteran of the United States military;
- Is unmarried;
- Does not have a dependent child; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

The above restriction does not apply to the following:

- A person with disabilities as such term is defined in section 3(b) (3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005;
- The individual is a graduate or professional student;
- The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by—
 - (i) a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J) (ii) of the McKinney-Vento Homeless Assistance Act;
 - (ii) the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
 - (iii) the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - (iv) a financial aid administrator; or
- The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.[2]

Eligibility Interview

Families selected from the waiting list are required to participate in an eligibility interview either individually or in a group setting. The family will be sent an interview notice to their last known address indicating the date, time, place, who must attend and what documents must be presented at the interview. The family will either be mailed a packet of documents to complete or will be provided with the packet at the group session. The packet must be complete in order for eligibility to be determined.

The family must provide the information necessary to establish the family's eligibility, including criminal background record, and to determine the appropriate amount of rent the family will

pay. The family must also complete required forms, provide required signatures, and submit required documentation. If the family does not provide the required documentation at the time of the interview, the interview will not take place and may be rescheduled when all the documents are submitted by the family. The family will be given a list of missing documents and the timeframe for returning the document, 10 business days. If the documents are returned complete within 10 business days the interview will be rescheduled. If the documents are not returned complete within 10 business days, HRHA will determine that the applicant is no longer interested in housing assistance and will be removed from the waiting list. Extensions to the timeframe may be allowed based on emergencies and reasonable accommodations.

If the required documents and information are not provided within the required time frame (plus any extensions) the family will be sent a notice of denial. An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Rescheduling the Eligibility Interview

If the family is unable to attend a scheduled interview or group appointment for good cause, the family must contact the HRHA in advance of the interview to schedule a new appointment. If a family does not attend a scheduled interview without prior notice the HRHA will send a denial letter. Only for documented and verified extenuating circumstances (illness, hospitalization, etc.), the applicant may contact the HRHA within 24 after the scheduled appointment and the appointment will rescheduled once.

Eligibility Notification

The HRHA will notify a family in writing of their eligibility within 10 business days of the determination.

If the HRHA determines that the family is ineligible, the HRHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing

Family Break Up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a participant family breaks up into two otherwise eligible families, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or participant family as part of a divorce or separation decree, the HRHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the HRHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the HRHA will take into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with this Administrative Plan
- Any possible risks to family members as a result of criminal activity
- The recommendations of social service professionals

Remaining Family Member

A remaining family member is defined by HUD and previously approved by HRHA to live in the unit as a household member. Live in aides, foster children and foster adults do not qualify as remaining family members.

If the head of household dies or leaves the unit for any reason other HRHA termination of assistance, continued occupancy by remaining household members is permitted only if:

- The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence, and
- A replacement head of household is identified and reported to HRHA in writing within 30 calendar days of the occurrence, and:
- If after 30 days of the occurrence, no head of household is reported, HRHA will proceed with termination.
- The household member seeking to become the head of household must meet HRHA's eligibility requirements.
- The member seeking to become the head of household has reported all income as required by HRHA policy.

- The member seeking to become the head of household has not committed any violation of the lease agreement during their tenancy.
- The household agrees to occupy an appropriately sized unit based on HRHA's Occupancy Standards.
- Except in cases where the member seeking to become the head of household is the parent or legal guardian of a remaining minor(s), the proposed head of household has been listed on the lease for at least 12 consecutive months, or since the previous head of household's tenancy (if less than 12 consecutive months).
- The head of household agrees to a written repayment agreement for any rent or charges incurred by the former head of household.
- Those under 18 seeking to become the head of household must provide proof of emancipation.
- An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet HRHA's eligibility criteria.

HRHA may deny housing assistance if an action to terminate the former head of household's housing assistance began prior to the former head of household's departure from the unit.

Head of Household

The family may designate any qualified adult family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

Joint Custody

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family more than 50 percent of the time.

When more than one applicant or participant (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or re-certification will be able to claim the dependents. If there is a dispute about which family should claim the dependent(s), the HRHA will make the determination based on court orders and social service agency orders showing which family has custody

Guests/Visitors

Guests/Visitors are permitted based on the terms in the owner's lease; the owner has provided approval for the guest/visitor; and the guest/visitor is not an unauthorized person living in the unit.

A guest can remain in the assisted unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 – month period or HRHA will consider the person(s) unauthorized persons in the unit. A family may request an exception to this policy for valid reasons (e.g. care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

The family must notify the HRHA in writing of the children(s) names and timeframes the children(ren) will be in the household if the participant has children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the unit more than 50 percent of the time.

In making the determination if the person is an unauthorized household member, HRHA will consider:

- Statements from neighbors and/or HRHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

Criminal Background Policy

Links: [24 CFR 5.903](#); [24 CFR 960.204\(d\)](#); [24 CFR 960.204\(a\)\(4\)](#); [24 CFR 5.905\(d\)](#)

The HRHA will perform criminal records checks at application for all adult household members (defined as 18 years of age or older), when a minor turns 18 or when adding an adult member to the household.

The HRHA will conduct criminal records checks when it has come to the attention of the HRHA, either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in criminal activity, or has interfered with the right to peaceful enjoyment of the premises of other participants. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

HRHA's Criminal Background Procedure is stated in the HRHA Management Procedure.

Drug Abuse Treatment Information

Links: [24 CFR 960.205\(f\)](#)

The HRHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the HRHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. The HRHA will require the proposed family member sign a consent form for the drug abuse treatment facility to release information.

The HRHA Drug Abuse Treatment Information Procedure is stated in the HRHA Management Procedures.

Duplicative Assistance

Link: [24 CFR 982.352\(c\)](#)

A family may not receive HCV assistance while receiving housing assistance of any of the following assistance types, for the same unit or for a different unit:

- Public or Indian housing assistance
- Other Section 8 assistance (including other participant-based assistance)
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974)
- Section 101 rent supplements
- Section 236 rental assistance payments
- Participant-based assistance under the HOME Program
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration)
- Any local or State rent subsidy
- Section 202 supportive housing for the elderly
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance)
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

Absences from the Unit

Absent Family Member

The HRHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. It is the responsibility of the head of household to report changes in family composition and absences of family members.

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.

Generally an individual who is or is expected to be absent from the assisted unit for 30 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member.

The family must request HRHA approval for the return of any adult family members that the HRHA has determined to be permanently absent. The individual is subject to the eligibility requirements stated in this Administrative Plan.

Absence of Entire Family

Notice is required when all family members will be absent from the unit for an extended period of time (greater than 30 calendar days). Families are required to give HRHA 30 days' notice before moving out of a unit. Absence means that no family member is residing the unit. In order to determine if the family is absent from the unit, the HRHA may:

- Conduct a special inspection
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the Post Office for forwarding address
- Contact the emergency contact

The family must supply any information or certification requested by the HRHA to verify that the family is living in the unit, or relating to family absence from the unit.

If a family is absent from the unit for more than 180 consecutive days the HRHA will terminate assistance.

Absent Student

When minors and college students who have been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the HRHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

If a child has been placed in foster care, the HRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

If the child(ren) are removed from the home permanently, the unit size will be reduced in accordance with the HRHA's occupancy guidelines.

Caretaker for a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, the HRHA will take the following actions:

- If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 consecutive days. After the 90 consecutive days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the HRHA will extend the caretaker's status as an eligible visitor.
- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify for any deductions from income.
- If the caretaker is considered a family member, the caretaker must submit an eligibility application, pass all eligibility criteria, and his/her income will be counted as part of the household. Once eligibility is passed, the lease will be transferred to the caretaker as head of household.

Absent Head or Spouse Due to Employment

If an employed head, spouse, or co-head is absent from the unit more than 180 consecutive days due to employment, she/he will continue to be considered a family member.

Individuals Absent (Confined) for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, the HRHA will request verification from a responsible medical professional if the member will be gone more than 180 days and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

Absence Due To Incarceration

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during any period of incarceration.

The HRHA will determine if the reason for incarceration is for drug-related or any other criminal activity which is grounds for program termination.

HRHA's eligibility procedures are stated in the HRHA HCV Waiting List and Eligibility Procedure.

CHAPTER 6: Tenant Rent and Housing Assistance Payment Calculation

Definition of Income

Link: [24 CR 5.609\(b\)](#)

HRHA uses HUD's definition of Annual Income. Should this definition be revised, the current HUD definition will be used.

Annual income is the total income from all sources, including net income derived from assets received by the household head and spouse (even if temporarily absent) and by each additional household member including all net income from assets for the 12 month period following the effective date of initial determination or re-certification of income, exclusive of income that is temporary, non-recurring or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the business;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the property;
- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
- All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any household member
- Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of household members; and
- All regular pay, special pay, and allowances of a household member in the Armed Forces.

Sporadic income

Sporadic income is income that is not received regularly and cannot be reliably predicted.

Incremental Earnings

The HRHA defines incremental earnings and benefits as the difference between:

- The total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and
- The total amount of welfare assistance and earnings of the family member after enrollment in the program.

In calculating the incremental difference, the HRHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

EID Income Policy

Link: [24 CFR 5.617](#)

This disallowance applies only to disabled family members already participating in the housing choice voucher program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program.
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months.

The baseline income is the annual income immediately prior to the implementation of the disallowance for a person who is a member of a qualified family. The family member's baseline (qualifying) income remains constant throughout the period that he/she is receiving the EID.

Disallowance of Earned Income

Link [24 CFR §§5.617, 960.255](#); [PIH Notice 2016-05](#)

Initial 12-month exclusion: During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the HRHA will exclude from the annual income of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member.

Phase-in of rent increase: Upon the expiration of the 12-month period and for the subsequent 12-month period, the HRHA will exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

Maximum 2-year disallowance: The disallowance of increased income of an individual family member is limited to a lifetime 24-month period. It applies for a maximum of 12 months for disallowance (initial 12 months) and a maximum of 12 months (second 12 months), during the 24-month period starting from the initial exclusion.

Families eligible for and participating in the disallowance of earned income prior to May 9, 2016 will continue to be governed by HUD regulations in effect immediately prior to that date. Those procedures are stated in the HRHA Management Procedure.

Alimony and Child Support

The HRHA will count court-awarded amounts for alimony and child support unless the HRHA verifies that:

- The payments are not being made and
- The family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular Contributions and Gifts

Examples of regular contributions include:

- Regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments)
- Cash or other liquid assets provided to any family member on a regular basis
- "In-kind" contributions such as groceries and clothing provided to a family on a regular basis
- Any contribution of gift received every 3 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year

Non-monetary contributions will be valued at the cost of purchasing the items, as determined by the HRHA. For contributions that may vary from month to month (e.g., utility payments), the HRHA will include an average amount based upon past history. Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment is not considered student financial assistance and is included in annual income.

Business Income

[Link 24 CFR 5.609\(b\)\(2\)](#)

To determine business expenses that may be deducted from gross income, the HRHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses (IRS Publication 535), unless a topic is addressed by HUD regulations or guidance.

Business Expansion

Any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations.

Capital Indebtedness

Capital Indebtedness is the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the HRHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Acceptable Investments

Acceptable investments in a business include cash loans and contributions of assets or equipment.

Co-Owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

Assets

An asset is an item of value that can be converted into cash, and may or may not earn income. Annual income includes income amounts derived from assets to which the family has access. Assets include, but are not limited to checking and savings accounts, investment accounts, equity in real property, personal property held as an investment, whole life insurance policies, and assets disposed of for less than fair market value.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the HRHA to show why the asset income determination does not represent the family's anticipated asset income.

If the Household has net assets in excess of \$5,000, annual income will include the greater of the actual income derived from all assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the HRHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the HRHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the HRHA will prorate the asset evenly among all owners.

Disposed Assets

The HRHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.00. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual re-certifications, the family may request an interim re-certification to eliminate consideration of the asset(s).

Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments. All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Families must sign a declaration form at initial certification and each annual re-certification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value.

Checking and Savings Accounts

In determining the value of a checking account, the HRHA will use the average monthly balance for the last six months. In determining the value of a savings account, the HRHA will use the current balance. In determining the anticipated income from an interest-bearing checking or savings account, the HRHA will multiply the value of the account by the current rate of interest paid on the account.

Investments

In determining the market value of an investment account, the HRHA will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

- For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).
- When the anticipated rate of return is not known (e.g., stocks), the HRHA will calculate asset income based on the earnings for the most recent reporting period.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the HRHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Real Property, Personal Property, Other Capital Investments

In determining the value of personal property held as an investment, the HRHA will use the family's estimate of the value.

For Real Property, HRHA will use the payoff amount for the mortgage to calculate equity. If the payoff amount is not available, HRHA will use the loan balance.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset. Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

Lump Sum Payments

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:

- The entire lump-sum payment will be added to the annual income at the time of the interim.
- The HRHA will determine the percent of the year remaining until the next annual re-certification as the date of the interim (three months would be 25% of the year).
- At the next annual re-certification, the HRHA will apply the percentage balance (75% in this example) to the lump-sum and add it to the rest of the annual income.

- The lump-sum will be added the same way for any interims which occur prior to the next annual re-certification.
- If amortizing the payment over one year will cause the family to pay more than current HUD percentage of the family's adjusted income (before the lump sum was added) for total participant payment, the HRHA and family may enter into a repayment agreement for the balance of the amount of the current HUD percentage calculation. The beginning date for this repayment agreement will start as soon as the one year is over.

Retroactive Calculation Methodology

- The HRHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
- The HRHA will determine the amount of income for each re-certification period, including the lump sum, and re-calculate the participant rent for each re-certification period to determine the amount due the HRHA.
- The family has the choice of paying this retroactive amount to the HRHA in a lump sum. At the HRHA's option, the HRHA 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's 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.

Excluded Income

Link: [24 CFR 5.609\(c\)](#)

The following are types of excluded income:

- Income from employment of children (including foster children) under the age of 18 years
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone);
- 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
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received in the following circumstances:

- From training programs funded by HUD;
- Amounts received by a person with a disability That are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a participant service stipend; and
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as participant management staff.
- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of That government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs That includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.
- The portion of education grants that include tuition and required fees and other charges.

Excluded Periodic Payment

The HRHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency.

Income from Training Programs

HRHA defines training program as: a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to:

- Classroom training in a specific occupational skill
- On-the-job training with wages subsidized by the program
- Basic education

Deductions from Income

Link: [24 CFR 5.611](#)

Anticipating Expenses

Generally, the HRHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), the HRHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the HRHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The HRHA may require the family to provide documentation of payments made in the preceding year.

Medical and Dental Expenses

HRHA will use the most current IRS Publication 502, Medical and Dental Expenses, to determine the costs that qualify as medical expenses

Disability Assistance Expenses

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the HRHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family

member to work. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

The HRHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the HRHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the HRHA will consider, the family's justification for costs that exceed typical costs in the area.

Both Medical and Disability Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the HRHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, the HRHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work. When the HRHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Child Care

Child care is allowed as a deduction from income for children less than 13 years of age. The family must identify the family member(s) enabled to pursue an eligible activity: seeking work, pursuing an education or being gainfully employed.

Allowable Child Care Activities and Expenses

For school-age children under 13 years of age, costs attributable to public or private school activities during standard school hours are not considered allowable child care expenses. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the HRHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.

For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the HRHA will use the schedule of child care costs from the local welfare agency. Families may present, and the HRHA will consider, justification for costs that exceed typical costs in the area.

Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each re-certification. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by the HRHA.

Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the HRHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide

information that supports a request to designate another family member as the person enabled to work.

Anticipating Income

When the HRHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the HRHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. The family file will be documented with a clear record of the reason for the decision, and how the HRHA anticipated income.

Any time current circumstances are not used to project annual income, the decision will be documented in the file. In all such cases the family may present information and documentation to the HRHA to show why the historic pattern does not represent the family's anticipated income.

Future Changes

If the HRHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period. The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family.

In such cases the HRHA will calculate annual income using current circumstances and then require an interim re-certification when the change actually occurs. This requirement will be imposed even if the HRHA's policy on re-certifications does not require interim re-certifications for other types of changes. When participant-provided third-party documents are used to anticipate annual income, they will be dated within 60 days of the documentation request.

Total Tenant Rent and HAP Links: [24 CFR 5.628](#); [5.630](#); [5.634](#)

HRHA follows HUD regulations for determining the family's portion of rent and the HAP subsidy to the owner.

Total Tenant Payment is the higher of:

- 30% of adjusted monthly income; or
- 10% of monthly income;
- Not less than the Minimum Rent of \$50.00

Tenant Rent

- Tenant rent is calculated by subtracting the utility allowance for participant supplied utilities (if applicable) from the Total Tenant Payment.

- Where the owner pays for all utilities and provides the stove and refrigerator, Tenant Rent equals Total Tenant Payment.

Rent to Owner

Rent to owner is the greater of:

- The Payment Standard less the Housing Assistance Payment; or
- The Gross Rent less the Housing Assistance Payment
- Minimum rent

Payment Standards

Link: [24 CFR 982.505](#)

The payment standard is used in the calculation of the housing assistance payment for a family. The payment standard for the family is the lower of:

- The unit size shown on the voucher, or
- The size of the actual unit selected by the family.

Establishment of Payment Standards

Link: [24 CFR 982.503\(b\),\(c\),\(g\)](#)

The payment standard is set by HRHA between 90% and 110% of the HUD published FMR. HRHA will review the payment standard at least annually to determine whether an adjustment should be made. As a reasonable accommodation, HRHA may establish an exception payment standard of not more than 120% of the published FMR.

Utility Allowances and Utility Reimbursements

Link: [24 CFR 982.517](#); [PIH Notice 2016-05](#)

HRHA maintains a Utility Allowance Schedule which is used in the housing assistance payment calculation to assist with the cost of utilities not included in the rent. The utility allowance calculation is based on the lower of:

- The voucher unit size based on HRHA subsidy standards
- The size of the actual unit leased by the family
- In the case of a reasonable accommodation, HRHA will use utility allowance for the unit size actually leased by the family

When the utility allowance exceeds the family's Total Participant Payment, HRHA will provide the family a utility reimbursement payment each month.

An allowance for participant paid air conditioning will be calculated when central air-conditioning or a portable air conditioner is present in the unit.

HRHA will review the utility allowance schedule annually and revise it when needed. Revised utility allowances will be applied in a family's rent calculation at the next annual re-certification.

The HRHA has the option of making utility reimbursement payments not less than once per calendar-year quarter, for reimbursements totaling \$45 or less per quarter. In the event a family leaves the program in advance of its next quarterly reimbursement, the HRHA will reimburse the family for a prorated share of the applicable reimbursement.

HRHA may make reimbursement payments retroactively or prospectively. In the event that HRHA chooses to make the reimbursement payments retroactively, HRHA will allow a family to request a hardship exemption from the quarterly payments if it results in a financial hardship for the family. If a family receives a hardship exemption, then the HRHA may either reimburse the family on a monthly basis or it may make prospective payments to the family, on a quarterly basis.

Welfare Rent

Welfare Rent does not apply.

Minimum Rent and Hardship Exemptions

Participants in the housing choice voucher program are eligible for the hardship exception to minimum rent if they meet at least one of the following criteria:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved; or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances. To make a claim under this hardship exemption, the family must provide HRHA with proof of application for assistance, or termination of assistance. The proof would be provided by the agency responsible for granting assistance or terminating assistance.
- The family would be evicted because it is unable to pay the minimum rent. For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or participant-paid utilities. The family must be able to document inability to pay the minimum rent at the time of the request
- The family income has decreased because of changed family circumstances, including the loss of employment. To make a claim under this criteria the loss of employment must not be the result of failure to meet employment requirements by the participant. Changed circumstance as defined in this section includes, but is not limited to:
 - Reduction in work hours
 - Reduction in pay rate
 - Reduction in work force

- If a death has occurred in the family. In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income). The deceased family member must be an income producing member of the household, which contribute to the 30% of income used to calculate the participant's rent.

To make a claim under these provisions the applicant or participant must submit a request, in writing, to the HRHA office. The applicant/participant must provide documentation to support the request for a hardship exemption.

- The HRHA will make the determination of hardship within 30 calendar days.
- The HRHA will require the family to repay the suspended amount within 30 calendar days of the HRHA's notice that a hardship exemption has not been granted. The HRHA will enter into a repayment agreement in accordance with the HRHA's repayment agreement policy.
- If the HRHA determines that a qualifying financial hardship is temporary, the HRHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The HRHA defines temporary hardship as a hardship expected to last 90 consecutive days or less. Long term hardship is defined as a hardship expected to last more than 90 consecutive days.

The hardship period ends when any of the following circumstances apply:

- At an interim or annual re-certification, the family's calculated TTP is greater than the minimum rent.
- For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost.
- For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

CHAPTER 7: Request for Tenancy Approval and Leasing

After families are issued a voucher, they may search for a unit within the jurisdiction of HRHA, or outside of HRHA's jurisdiction if they qualify for portability. 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 (HAP) contract with HRHA within the time frame listed on the voucher.

Information to Owners

Link: [24 CFR 982.307\(a\)\(112\); \(b\)\(1\)](#)

It is the responsibility of the owner to determine the suitability of prospective families as the HRHA does not screen for suitability as participants. Owners are encouraged to screen applicants for rent payment and eviction history, credit history, prior rental references and damage to units, and other factors related to the family's suitability as a renter. Owners may not discriminate on the basis of race, religion, sex, color, national origin, disability, sexual orientation, gender identity or familial status.

HRHA will provide any of the following information regarding a family's tenancy history, based on existing documentation relating to:

- Previous owner name, address and phone number
- Current owner name, address and phone number

The information will be provided verbally. HRHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

HRHA will make an exception to this policy if the family's whereabouts must be protected due to domestic abuse or witness protection, and the protection requirements are document

Allowable Housing Types

Link: [24 CFR 982.601\(b\)\(2\)](#)

The following types of rental units may be leased in the Housing Choice Voucher program, unless designated otherwise:

- Single family detached homes
- Duplexes
- Multi-plexus
- Garden apartments
- Condominiums, townhouses
- High-rises
- Other multi-family rental housing structures

The following types of housing are not permitted in the HCV program:

- Hotels
- Motels
- Nursing homes
- College or school dormitories
- Other types disallowed by HUD regulations
- Unit occupied by its owner or a person with any interest in the dwelling unit

- Unless its lease was effective prior to June 17, 1998, a family may not lease a property owned by relatives, i.e.: sister, brother, mother, father, spouse, son, daughter

HRHA may permit use of any of the following types of special housing if needed as a reasonable accommodation for a person with disabilities:

- Manufactured homes,
- Independent Group Residences,
- Congregate Housing,
- Single Room Occupancy Facilities

Request for Tenancy Approval (RFTA)

Link: [Form HUD-52517](#)

Link [24 CFR 982.352\(2\)](#); [982.305](#) & [308-309](#); [982.401](#); [982.507-508](#); [982 Subpart M](#)

Before a family leases a unit, HRHA must approve the unit selected by the family. The voucher holder and the owner/landlord must submit the following:

- Complete RFTA, signed by both the family and the owner, including:
 - Dwelling lease
 - Proof of ownership of the unit to be leased (e.g. deed of trust, most recent year tax statement, warranty deed and management agreement, if applicable);
 - The Owner's EIN or social security number;
 - A W-9 form completed by the owner.
 - If the property is in a corporation, the names of all parties
 - Current street mailing address, Post Office Box addresses will not be accepted
 - Business and home telephone number
 - For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead based paint disclosure statement.

The RFTA and all associated documents must be submitted in-person, by mail, or by fax.

The family may submit only one RFTA at a time. When the family submits the RFTA the HRHA will review the RFTA for completeness. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the HRHA will notify the family and the owner.

Dwelling Lease

Link: [24 CFR 982.308\(d\)](#)

When the RFTA and proposed lease are submitted, the HRHA will review the terms of the RFTA for consistency with the terms of the proposed lease. If the terms of the RFTA are not consistent with the terms of the proposed lease, the HRHA will notify the family and the owner of the discrepancies. The proposed lease must comply with HUD requirements, as well as State

and local law. The HRHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

- Owners that use a standard lease for units rented to unassisted families must use the same lease, plus the HUD prescribed tenancy addendum for HCV assisted families.
- HRHA will review the owner's lease, any optional charges, compliance with regulations, and any house rules.
- Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA.
- The initial lease term must be for one year.
- The owner must be approved and there must be no conflicts of interest (e.g. owner may not be a relative, etc.).

Tenancy Addendum

Link: [24 CFR 982.308](#); [HUD Form 52641](#)

The owner must use the HUD Tenancy Addendum or all provisions in the HUD-required Tenancy Addendum must be added to the owner's lease. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

New Lease Required

- If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- If there are any changes in lease provisions governing the term of the lease;
- If the family moves to a new unit, even if the unit is in the same building or complex.

Voucher Term

Link: [24 CFR 982.303\(a\)](#)

The initial voucher term is 60 calendar days. The family must submit a Request for Tenancy Approval that is complete and a proposed lease within the 60-day period unless the HRHA grants an extension.

Voucher Extensions

Link: [24 CFR 982.303\(b\)](#)

Requests for extensions must be submitted to HRHA in writing prior to the expiration of the voucher term. HRHA will approve one 30-day extension upon written request from the family. Any written requests for extensions beyond the initial 30-day extension must include the reason(s) an extension is necessary along with documentation to support the request. In total, the maximum time limit on the voucher term (including extensions) is 120 days, except when a

reasonable accommodation is granted for persons with disabilities. HRHA is not obligated to grant an extension, but may consider any of the following circumstances in its decision:

- It is necessary as a reasonable accommodation for a person with disabilities.
- HRHA determines at its discretion that it is necessary due to reasons beyond the family's control for extenuating circumstances such as:
 - Serious illness or death in the family, hospitalization, or a family emergency
 - Obstacles due to employment
 - Whether previously submitted Requests for Tenancy Approvals were not approved by HRHA
 - The family submits documentation that it has made reasonable efforts to locate a unit
 - Whether the family size or other special requirements, such as accessibility due to a disability, make it difficult to find a unit.
 - Occurrence of a natural disaster

The HRHA will promptly decide whether to approve or deny an extension request and will provide the family written notice of its decision.

Subsidy Standards

Link: [24 CFR 982.401\(d\)](#)

HRHA does not determine who shares a bedroom or sleeping room. The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Subsidy Standards Chart

Link: [24 CFR 982.402](#)

The standards listed below are consistent with HUD requirements and serve as general guidelines when HRHA determines the unit size on the family's voucher:

Voucher Unit Size	Persons in Household Minimum Number	Persons in Household Maximum Number
0-BR	1	1
1-BR	1	2
2-BR	2	6
3-BR	3	8
4-BR	4	10
5-BR	6	12
6-BR	8	14

HRHA generally assigns one bedroom to two people and will also consider the following conditions when determining the unit size designated for the family's voucher:

- Generally, two persons are expected to share a bedroom. HRHA will assign one bedroom for each two persons within the household, except in the following circumstances:
 - Persons of opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms.
- Single person families will be allocated one bedroom.
- A couple (married or common law married, same sex or opposite sex) will be allocated one bedroom.
- Authorized live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.
- Foster children will be included in determining unit size only if they will be in the unit for at least six (6) consecutive months.
- Space may be provided for a child who is away at school, but who lives with the family during school recess.
- A household that contains a family member (not the head of household or spouse) who is enrolled as a full-time student at an institution of higher learning and who is on the lease will be counted for the purposes of establishing occupancy standards for unit size if:
 - The family member is enrolled and actively attending a two-year or four-year college or university; and
 - The family member resides in the HCV unit during school breaks and holidays.
- A household in which the parent shares joint custody of a dependent child shall include the child on the lease and will be counted for purposes of establishing occupancy standards for unit size if:
 - The head of household is legally entitled to physical possession of the child more than 50% of the time; and
 - The child actually physically resides in the unit with the head of household more than 50% of the time; and
 - If the child is school age, the head of household is listed as the legal guardian on the child's school enrollment documentation, and the address of record is the head of household's address.

HRHA will consider granting exceptions to the occupancy standards at the family's request if HRHA determines, in its sole discretion, the exception is justified by the relationship, age, sex, health or disability of family member or other personal circumstances. All requests for exceptions to the occupancy standards must be submitted in writing.

An exception may be granted to allocate a separate bedroom to a family member, if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. Written verification of disability

and need for the medical equipment may be required by HRHA prior to allocation of the separate bedroom.

HRHA procedures for granting exceptions to the Occupancy Standards are outlined in the HRHA Management Procedure.

Exceptions to Subsidy Standards

A participating family may request a subsidy exception at any time; however, if the family is in the first term of the lease, or in a lease other than month-to-month, or is not eligible for move for any other reason, the request may be denied based upon the family's ineligibility to move at the time of the request.

Unit Size Selected by Family

The family may select a different size unit than that listed on the voucher; however, the unit must meet housing quality standards, have a reasonable rent, and the rent must be less than 40% of the family's adjusted income at initial leasing. When calculating the Housing Assistance Payment (HAP), HRHA will apply the payment standard and utility allowance for the lower of:

- The unit size shown on the voucher, or
- The size of the actual unit selected by the family.

Under-Housed and Over-Housed Families

If a unit does not meet HQS space standards due to an increase in family size or change in family composition, HRHA will issue the family a voucher to move to an appropriate sized unit.

Security Deposit

Links: [24 CFR 982.313 \(a\) and \(b\)](#)

The owner may collect a security deposit from the participant. The deposit must be reasonable based on local security deposits charged and those charged by the owner for other assisted and non-assisted units.

Separate Agreements

Links: [24 CFR 982.451\(b\)\(4\)](#) [24 CFR 982.510\(c\)](#)

The HRHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease. Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

Initial Rent Burden

At initial lease, the family's rent cannot be more than 40% of the family's adjusted income. At the family's request, HRHA will negotiate with the owner to reduce the rent. If the rent is not lowered to at or below 40% of the adjusted income, the family may not lease the unit.

Disapproval of RFTA

If HRHA determines that the Request for Tenancy Approval cannot be approved for any reason the owner and the family will be notified. HRHA will instruct the family of the steps that are necessary to approve the RFTA. .

If an RFTA is not approved and the voucher has not expired, HRHA will furnish another RFTA to the family to continue searching for eligible housing.

Owner Disapproval

Links: [24 CFR 982.54d\(8\)](#); [982.306](#); [982.161\(a\)](#)

HRHA may disapprove the owner for any of the following reasons:

- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in any 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 participant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of participants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the participant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other participants; (ii) Threatens the health or safety of other participants, of employees of the HRHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;

- The owner has a history or practice of renting units that fail to meet state or local housing codes; or
- The owner has not paid state or local real estate taxes, fines, or assessment.
- When HUD has informed HRHA that disapproval is required because:
 - Owner has been disbarred, suspended, or subject to a limited denial of participation
 - Federal government has instituted an administrative or judicial action against the owner for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
 - Court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

Before imposing any penalty against an owner, HRHA 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.

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, HRHA may restrict the owner from future participation in the program for a period of time or indefinitely. HRHA may terminate some or all contracts with the owner.

If the owner has been overpaid as a result of fraud, misrepresentation, or violation of the Contract, HRHA may terminate the Contract and arrange for restitution to HRHA and/or the family, as appropriate.

The HRHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the HRHA (except a participant commissioner)
- Any employee of the HRHA, or any contractor, subcontractor or agent of the HRHA, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The HRHA must submit a waiver request to the appropriate HUD Field Office for determination. Any waiver request submitted by the HRHA must include the following

- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;

- Analysis of and statement of consistency with state and local laws. The local HUD office, the HRHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;
- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;
- If the case involves employment of a family member by the HRHA or assistance under the HCV program for an eligible HRHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the HRHA, description of the nature of the investment, including disclosure/divestiture plans. Where the HRHA has requested a conflict of interest waiver, the HRHA may not execute the HAP contract until HUD has made a decision on the waiver request.

In considering whether to request a conflict of interest waiver from HUD, the HRHA will consider certain factors such as consistency of the waiver with state and local laws, the existence of alternative housing available to families, the individual circumstances of a particular family, the specific duties of individuals whose positions present a possible conflict of interest, the nature of any financial investment in the property and plans for disclosure/divestiture, and the possible appearance of impropriety.

HRHA's leasing procedures are stated in the HRHA HCV LRFTA and Lease Up Procedure.

CHAPTER 8: Housing Quality Standards and Inspections and Rent Reasonableness

Links: [24 CFR 982.305](#); [982.401](#); [982.405\(b\)](#)

HRHA performs four types of inspections:

- Initial Inspections
- Biennial Inspections
- Special/Complaint Inspections
- Quality Control Inspections

HRHA may accept an alternate inspection from HRHA-approved entities (e.g. city code) if HRHA can reasonably determine from the result of that inspection that the unit would meet Housing Quality Standards.

HRHA may rely on an alternative inspection (an inspection conducted for another housing program) provided HRHA obtains the results of the alternative inspection and if HCV units are included in the population of that housing program's unit population. Alternative housing program inspections include:

- HOME Investment Partnerships
- Low-Income Housing Tax Credits housing
- Inspections performed by HUD

Units in mixed-finance properties assisted with project based vouchers will be inspected at least triennially. HRHA will maintain reports for inspections conducted using an alternative inspection method for at least three years from the date of the latest inspection.

Inspection Charges

Link: [PIH Notice 2016-05](#)

HRHA has established a \$20.00 (Twenty Dollars) fee to owners for a re-inspection if: (i) an owner notifies HRHA that a repair has been made for an owner responsible deficiency cited in the previous inspection and the reinspection shows that the deficiency still exists; or (ii) the timeframe to make the repair has passed and the re-inspection reveals any deficiency cited in the previous inspection that the owner is responsible for repairing. The owner may not pass this fee on to the participant. The owner must pay HRHA the fee within 30 days of the fee notice or the HAP contract may be terminated.

Initial Inspections

The owner or owner's representative must be present at the initial inspection and any re-inspection. The applicant is permitted but not required to be present. All utilities must be in service at the initial inspection or the inspection will fail. For the re-inspection, the utilities must be turned on.

The unit must have an operating oven, a stove or range, and refrigerator, which may be supplied by the owner or family. If the participant is responsible for providing the stove and/or refrigerator, HRHA will allow the stove and/or refrigerator to be placed in the unit after the passed inspection. The HRHA will only execute the HAP contract following receipt of a signed certification from the family and owner that the appliances are in the unit and working. HRHA may conduct a confirmatory inspection to check the appliances.

HRHA will conduct the initial inspection generally within 15 days after receiving a completed RFTA from the family and the unit is ready for inspection.

If the unit fails the initial HQS inspection, the owner will be notified of the deficiencies. The owner is required to contact HRHA within 15 days of the initial inspection to advise the repairs have been made. The HRHA will re-inspect the unit within 5 business days after the owner notifies the HRHA that the required corrections have been made. If the unit fails the re-inspection, the family must select another unit. HRHA may agree to conduct a second re-inspection when requested and there is good cause to grant the request.

Biennial HQS Inspections

Link: [24 CFR 982.405\(a\)](#)

HRHA will inspect each unit biennially.

An adult family member must be present at the inspection. If an adult family member cannot be present on the scheduled date, the family must contact HRHA to reschedule the inspection. Inspections may be rescheduled once.

If the family misses the first scheduled appointment without notifying HRHA before the inspection, the HRHA will automatically schedule a second inspection. If the family misses two scheduled inspections without HRHA approval, the HRHA will consider the family to have violated its obligation to make the unit available for inspection.

Special Inspections

The HRHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit. An adult family member must be present for the inspection. During a special inspection, HRHA generally will inspect only those deficiencies that were reported.

However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the HRHA may elect to conduct a full inspection.

Quality Control Inspections

Link: [24 CFR 982.405\(b\)](#)

HRHA will conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS. An adult family member must be present for the inspection.

Scheduling Inspections and Family Attendance

Link: [24 CFR 982.551\(d\)](#)

The family must allow the HRHA to inspect the unit at reasonable times with reasonable notice. The family and owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 7:00 p.m., Monday through Friday. In the case of a life-threatening emergency, the HRHA will give as much notice as possible, depending on the nature of the emergency.

Missed and Rescheduled Inspections

An owner is not allowed to cancel an annual, special or quality control inspection.

The family may only request to cancel and reschedule the annual inspection for good cause: e.g. unavoidable conflict, which seriously affects the health, safety or welfare of the family.

HRHA may require the family provide documentation in support of the request. The family may only cancel and reschedule the annual inspection and/or any subsequent re-inspections once.

HRHA will process termination of family program assistance and inform the owner of contract unit termination when the following occurs:

- The family cancels, does not allow entry, or fails to have an adult present on two consecutive scheduled inspections.
- The family cancels the first scheduled inspection, and then does not allow entry or is not present, for the re-scheduled inspection or vice versa.
- If the family does not allow entry, is not present for the inspection, or fails to have an adult present, the attempted inspection is considered a failed inspection.

Emergency Inspections

If a participant or government official reports a condition that is life-threatening, HRHA will inspect the unit within 24 hours.

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the HRHA will determine if the failure is a life-threatening condition. Items considered life threatening or of an emergency nature include but are not limited to the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

When life-threatening conditions are identified, the HRHA will immediately notify both parties by telephone, fax or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the HRHA's notice.

When failures that are not life-threatening are identified, the HRHA will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will state that the re-inspection will occur within 30 days, without a HRHA approved extension. Because of HRHA's large geographical area, the owner must contact HRHA when the unit is ready for re-inspection within the 30 day time requirement.

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within the specified time frame (or any HRHA-approved extension), the owner's HAP will be abated in accordance with HRHA policy.

The HRHA will make all HAP abatements effective the first of the month following the expiration of the HRHA specified correction period (including any extension).

- The HRHA will inspect abated units within 5 business days of the owner's notification that the work has been completed.
- Payment will resume effective on the day the unit passes inspection.
- The maximum length of time that HAP may be abated is 90 days.

- However, if the owner completes corrections and notifies the HRHA before the termination date of the HAP contract, the HRHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

If the owner is unable to gain access to the unit to make repairs due to the family's lack of cooperation, the owner enforce the lease and advise HRHA of the lease violation. In the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any HRHA-approved extension, if applicable) the family's assistance will be terminated in accordance with HRHA policy.

HQS Certifications

At HRHA's sole discretion, HRHA will either complete a re-inspection or allow the owner and participant to submit a Certification of Work Completed Notice.

If the owner is eligible to submit a Certification of Work Completed Notice, the Certification must be submitted to HRHA within 15 days of the failed inspection, must also contain the participant's signature, and documentation of the completed work must be attached, i.e. receipts, pictures, etc.

It is the owner's responsibility to obtain the participant's signature on the Certification and to submit the form to HRHA within 15 days of the date of the first inspection, unless an extension is granted

HRHA may utilize a Certification of Work Completed Notice when the repairs required are minor. The unit is not eligible for a Certification and must be re-inspected in the following circumstances:

- The owner is on the Re-inspection Required List
- The unit has numerous failed items
- The fail is an emergency, 24-hour repair item
- The failed item(s) are of a serious or suspicious nature

Extensions

Link [24 CFR 982.404](#)

HRHA will not grant extensions for life-threatening conditions. For conditions that are not life-threatening, the HRHA may grant an exception for correcting the failed item(s), if the HRHA determines that an extension is appropriate. Extensions will be granted in cases where the

HRHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Family Responsibilities Link: [24 CFR 982.551\(d\)](#), [24 CFR 982.404\(b\)](#)

The family is responsible for correcting inspection failures caused by:

- Family-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.

HRHA will terminate the family's assistance if the family:

- Fails to correct a violation within the period allowed by the HRHA (and any extensions);
- Fails to allow the owner entry into the unit to complete repairs.

Owner Responsibilities

Link: [CFR 985.3\(f\)](#)

The owner is responsible for all HQS violations not listed as a family responsibility above.

Additional Inspection Requirements

Link: [24 CFR 982.401](#)

In addition to Housing Quality Standards, HRHA requires the following:

- The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and May 1.
- Security: If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Rent Reasonableness

Link: [24 CFR 982.507](#); [982.305\(a\)](#)

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent determined by HRHA. Rent reasonableness determinations may be completed by HRHA at any time and will be completed:

- At initial lease up
- When an owner requests a rent increase
- If the FMR is decreased by 5% or more

HRHA 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, and
- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex.

Decreases in Fair Market Rent

In the event that HUD FMRs' decrease, HRHA will allow families that are currently under a HAP contract to continue to use the payment standard in effect for the current lease. However, in the event that the family moves to a new unit or in the event that the owner requests a rent increase, the new or current payment standard will be applied to the voucher.

Families under a HAP contract at the time of the decrease in the payment standard, the new decreased payment standard would be applied to those families' subsidy calculations at their second regular reexamination following the decrease in the payment standard amount.

Methodology

The HRHA collects and maintains data on market rents in the HRHA's jurisdiction for unit rent reasonableness. Information sources may include newspapers, realtors, market surveys, inquiries of owners, owner information listed on the RFTA, go.section8, and other available sources. The data is maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data is updated on an ongoing basis.

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable unassisted units in the same market area. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the HRHA may make adjustments to the range of prices to account for these differences.

- The adjustment will reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).

- Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).
- The adjustment will reflect the rental value of the difference.
- When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new participants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $\$500 \times 11 \text{ months} = 5500 / 12 \text{ months} = \text{actual monthly rent of } \488 .

The HRHA will notify the owner of the unit's rent reasonableness amount. The owner may submit information about other comparable units in the market area within 5 business days of HRHA's notification. The HRHA will confirm the accuracy of the information provided and consider this additional information when making final rent reasonableness determinations.

By signing the HAP contract and accepting each monthly HAP payment, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. HRHA will not consider rent increase requests until after the initial occupancy period and only if the unit is not in failed HQS status.

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CHAPTER 9: Housing Assistance Payment Contract

Link: [Form HUD 52641-a](#)

HRHA makes every effort to execute the HAP contract with the owner as quickly as possible on or after the unit passes inspection and all required documents have been submitted. Required documents include:

- Executed lease between the owner and the participant
- Ownership and tax documents stated in the RFTA section of this Plan

HAP Payments

Link: [24 CFR 982.451\(a\)\(5\)](#)

Once the HAP Contract is executed, HRHA will process housing assistance payments to the owner. The HAP contract is not effective until the unit has passed HQS. HRHA is not responsible for any part of the rent prior to the date the unit passes inspection and the HAP contract is fully executed.

HRHA will make Housing Assistance Payments to the owner in accordance with the HAP Contract, as long as the family continues to occupy the unit and the contract is not in violation. By accepting the monthly HAP payment, the owner certifies that: the family is still in the unit, the owner is in compliance with the contract, the unit is HQS compliant, and that the rent to the owner is not more than the rent charged by the owner for comparable unassisted units.

The Housing Assistance Payment to the owner may never exceed the rent charged by the owner, and is the lower of the:

- Payment Standard minus the Total Participant Payment, or
- Gross rent minus the Total Participant Payment.

Late payment of HAP to the owner is subject to the late fees specified in the owner's lease. HRHA is not responsible for payment of late fees caused by:

- The participant's late payment of rent
- Late HUD fund transfer
- HAP payments on hold (HQS, etc.)
- Any other HUD allowed reason and circumstances beyond HRHA control

Owner payments will be placed on hold if:

- The unit fails HQS
- Ownership of the unit has changed
- Unit ownership is in question
- Any other reason HRHA determines that the HAP contract may have been breached

Owner Rent Increases

Link: [24 CFR 982.308\(g\)\(4\)](#); [982.309\(a\)\(3\)](#)

After the initial lease period, the owner may request a rent increase according to the terms in the lease. All rent increases must be submitted in writing to HRHA by the owner, along with a copy of the rent increase notice to the participant. The owner must provide 60 days advance notice to the participant and the rent increase must be requested on the HRHA Rent Increase Form.

HRHA will advise the participant and owner if the rent increase is approved within 10 business days of receiving the request from the owner. If approved, the rent adjustment will be effective the first day of month on or after the contract anniversary date or 60 days following receipt of the owner request on the first of that month, whichever is later. If the rent is not reasonable and the owner is unwilling to negotiate an approvable rent amount, the participant will be issued a voucher to move and the HAP contract will be terminated.

HRHA may, due to HUD funding constraints, limit and/or suspend rent increases.

HRHA's rent increase procedures are stated in the HRHA HCV Rent Adjustment Procedure.

Unit Ownership Changes

HRHA must receive a written request by the initial owner in order to change the HAP Contract payee and/or the address to which payment is to be sent. HRHA will process a change of ownership provided the following documents are received from the new owner:

- Proof of ownership, i.e. copy of escrow statement, deed of trust, or other document showing the transfer of title.
- Completed W9 with Social Security or Employee Identification Number
- Owner Certification
- The effective date of the HAP contract assignment;
- A written agreement to comply with the terms of the HAP contract; and
- A certification that the new owner is not a prohibited relative.
- When a change in ownership occurs, the new owner legally assumes the current lease and the current HAP contract. At HRHA's or the new owner's request a new HAP contract may be executed, however the lease terms remain the same and new HAP term matches the existing lease.

HAP Contract Terminations

Link: [24 CFR 982.311\(b\)](#)

All terminations of a HAP contract initiated by HRHA will be sent in writing to the owner and family. Automatic termination of HAP payments result when:

- A family vacates the unit either in violation of the lease or by mutual agreement with the owner before termination of the lease/contact
- The lease is terminated by the owner or the family
- The owner will not renew the HAP contract or extend the current lease
- The sole participant dies
- There has been no HAP for 180 calendar days
- HRHA terminates assistance for the family
- HQS space requirements are not met or the unit failed HQS and has not been repaired in the required timeframe
- Owner violations of the HAP contract
- Family obligation violations

HRHA may terminate the HAP contract when HUD funding is insufficient.

No future subsidy payments on behalf of the family will be made by HRHA to the owner after the month in which the Contract is terminated. The owner must reimburse HRHA for any subsidies paid by HRHA for any period after the contract termination date.

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the total amount of rent due to the owner.

The owner may terminate the lease at the end of the lease term or at any time for lease violations. The owner must use the termination proceedings as prescribed in the lease and contract; the owner can:

- Institute court action, using the grounds for eviction cited in the lease;
- Try to obtain a mutual rescission of the lease with the participant. The mutual rescission must be signed by both parties and indicate the reason for the rescission.
- Issue proper notice not to renew the Lease Agreement.

If the owner has begun eviction and the family continues to reside in the unit, HRHA will 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 family. HAP payment will stop the first of the month following the legal eviction or the date the family moves from the unit whichever is earlier.

If an eviction is due to other than lease violations and if HRHA has no other grounds for the family's termination of assistance, and if the family is eligible to move; HRHA may issue a new voucher to the family.

The owner may not terminate tenancy for the HRHA's failure to pay the housing assistance payment.



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CHAPTER 10: Verifications

Links: [24 CFR 982.516](#), [24 CFR 982.551](#), [24 CFR 5.230](#), [Notice PIH 2010-19](#); [Notice PIH 2013-23](#), [HCV GB p5-17](#),

[24 CFR 5.609\(d\)](#)

The family must supply any information that HRHA or HUD determines necessary to the administration of the program and must consent to the HRHA verification of that information. All adult applicants and participants must sign the HUD-9886, Authorization for Release of Information. Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Failure to sign consent forms will result in denial of admission for applicants and lease termination for participants. The family will be informed of the denial or termination in accordance with HRHA policies, and will be provided information on requesting an informal hearing.

Methods of Verification

Link: [Notice PIH 2010-19](#); [Notice PIH 2013-23](#)

HRHA uses HUD's hierarchy of verifications, in the following order:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification provided by applicant or participant
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

EIV Verification Process

Link: [24 CFR 5.233](#)

The HRHA uses HUD's Enterprise Income Verification (EIV) system to verify participant employment, earned income, unemployment benefits, and social security (SS), and supplement security income (SS) benefits information at annual and interim re-certifications. The HRHA will also use HUD's EIV system to monitor potential duplicate subsidies, deceased individuals, household member identity and immigration status.

The HRHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process: HUD's EIV system.

HRHA's EIV Procedure is stated in the HRHA Management Procedure.

Requirements for Non-EIV Verifications

The HRHA's requirements for non-EIV verifications provided by the applicant or participant are:

- Any third party documents supplied by the applicant or participant used for verification must be original or authentic documents and must be dated within 60 days of the request date. The documents must not be damaged, altered or in any way illegible.
- Print-outs from web pages are considered acceptable documents.
- The HRHA staff member who views the document will make a photocopy, note the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Third Party Written Verifications

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by the HRHA and will be sent directly to the third party.

Third Party Oral Verifications

HRHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

Family Self-Certifications

Link: [PIH 2013-03](#)

The documents in the application packet and annual re-certification packet serve as the family's self-certifications. When the HRHA is unable to obtain third-party verification, the HRHA will document in the family file the reason that third-party verification was not available. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the HRHA. HRHA may require the family to certify that a family member does not receive a particular type of income or benefit.

Excluded Income Verifications

Link: [Federal Register 12/14/12](#)

Fully excluded income (e.g. food stamps, etc.) no longer requires verification and is not required to be reported on the HUD 50058.

Eligibility Verifications

The following information will be verified to determine qualification for admission and continued occupancy to HRHA's housing:

- Household composition, demographics and type (Elderly/Disabled/Non-elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Income
- Social Security Numbers of all household members

- Pending disclosure and documentation of social security numbers, the HRHA will allow the family to retain its place on the waiting list for 90 days. If not all household members have disclosed their SSNs at the next time a voucher becomes available, the HRHA will offer a voucher to the next eligible applicant family on the waiting list.
 - Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA will make such declaration in writing and under penalties of perjury to HRHA.
 - If the family provides an unacceptable document, the HRHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the HRHA within 90 days.
 - The HRHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.
 - Once an individual's status is classified as "verified" in HUD's EIV system, the HRHA will remove and destroy copies of documentation accepted as evidence of social security numbers.
- Applicant Criminal History Information
 - Citizenship or eligible immigration status

Legal Identity Verification

The HRHA will require families to furnish verification of legal identity for each household member. A photo ID is required for each adult family member. Legal identity will be verified at application and on an as needed basis. Only the following identify documents are acceptable, in addition to the photo ID for each adult:

- Adults: Birth Certificate or Naturalization Papers;
- Children: Birth Certificate, Adoption Papers, Court Award documents, Social Service Agency Award documents

Marriage Verification

A marriage certificate is required to verify that a couple is married. In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (filing joint income tax returns, joint bank statements, etc.).

Separation or Divorce Verification

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

Adult Member Absence Verification

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., lease at another address or utility bill).

Foster Children and Foster Adults Verification

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

Student Status Verification

The HRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student status for an adult other than the head, spouse, or co-head, or
- The family claims a child care deduction to enable a family member to further his or her education
- The family includes a student enrolled in an institution of higher education.

Student Head of Households

Link: [Federal Register](#)

In addition to other verification procedures, student head of households may be required to verify independence from their parents to determine that the student's parents' income is not relevant for determining the student's eligibility for assistance by doing all of the following:

(1) Reviewing and verifying previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education's definition of "independent student";

(2) Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and

(3) Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual

income. (Except if the student meets the Department of Education's definition of "independent student".

Disabled Status Verification

For family members claiming disability who receive disability payments from the SSA, the HRHA will use HUD's EIV system to verify the disability. If documentation from HUD's EIV System is not available, the HRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the HRHA will ask the family to request a benefit verification letter by either calling the SSA at 1-800-772-1213, or by requesting it from www.ssa.gov.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

US Citizens and Nationals

Family members who claim US citizenship or national status will not be required to provide additional documentation unless the HRHA receives information indicating that an individual's declaration may not be accurate.

Verification of Income

Wage Verification

The HRHA requires two current and consecutive paystubs for determining annual income from wages. If paystubs are not available, the HRHA will accept an authentic document on employer letter head that states wages for previous 60 days, or an employer payroll print out.

Tip Income Verification

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certification of tips received for the prior year and estimated tips anticipated to be received in the coming year.

Bonus Income Verification

For persons who regularly receive bonuses or commissions, the HRHA will verify and then average amounts received for one year preceding admission or re-certification. The HRHA will consider justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the HRHA will count only the amount estimated by the employer.

Business and Self Employment Income Verification

Business owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year. 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.
- The HRHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.
- At any re-certification the HRHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.
- If a family member has been self-employed less than three months, the HRHA will accept the family member's certified estimate of income and schedule an interim reexamination in three months.
- If the family member has been self-employed for three to twelve months the HRHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

Social Security and SSI Benefits Verification

To verify the SS/SSI benefits of participants, the HRHA will obtain information about social security/SSI benefits through HUD's EIV system. If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, the HRHA will request a current SSA benefit verification letter from each family member that receives social security benefits.

If a family member is unable to provide the document, the HRHA will help the participant request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the benefit verification letter, it will be required to provide the letter to the HRHA.

Alimony and Child Support Verification

HRHA verifies alimony and child support differently depending on whether the family declares that it receives regular payments. If the family declares that it receives regular payments, verification will be sought in the following order.

- Copy of the receipts and/or payment stubs for the 60 days prior to HRHA request

- Third-party verification form from the state or local child support enforcement agency
- Third-party verification form from the person paying the support
- 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 the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Zero Income Verification

The HRHA will check EIV to determine zero income. HRHA will require all adult family members to complete a Zero Income Form and Expenses Form.

Student Financial Assistance

Link [24 CFR 5.609\(b\)\(9\)](#)

For a student subject to having a portion of his/her student financial assistance included in annual income, the HRHA will request written third party verification of both the source and the amount. Documents requested include:

- Family provided documents from the educational institution attended by the student
- Documents generated by any other person or entity providing such assistance, as reported by the student.
- Written verification of the student's tuition amount.

Verification of Parental Income of Students Subject to Eligibility Restrictions

If the HRHA is required to determine the income eligibility of a student's parents, the HRHA will request an income declaration and certification of income from the appropriate parent(s). The HRHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to the HRHA. The required information must be postmarked within 10 business days of the date of the HRHA's request or within any extended timeframe approved by the HRHA.

The HRHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to Internal Revenue Service tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters and other official and authentic documents from a federal, state, or local agency.

Verification of Assets

For a family with net assets equal to or less than \$5,000, the HRHA may accept the family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income. The HRHA will obtain third-party verification of all family assets every 3 years.

The HRHA will obtain third-party verification of assets at eligibility determination and every three years thereafter.

Assets Disposed of for Less Than Fair Market Value Verification

HRHA accepts the family's self-certification of whether any assets have been disposed of for less than fair market value in the past two years. The HRHA needs to verify only those certifications that warrant documentation. The HRHA will verify the value of assets disposed of only if:

- The HRHA does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error.

Income from Rental Verification

The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current participant
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the HRHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

Retirement Account Verifications

The HRHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

Before retirement, the HRHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the HRHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, the HRHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

Verification of Expenses

Medical Expenses

Medical expenses will be verified by written third-party documents provided by the family, such as pharmacy printouts or receipts. The HRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The HRHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

HRHA will also accept written third-party verification forms. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

When anticipated costs are related to on-going payment of medical bills incurred in past years, the HRHA will verify:

- The anticipated repayment schedule
- The amounts paid in the past, and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years

Disability Assistance Expenses

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
- Third-party verification form signed by the provider, if family-provided documents are not available.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

To verify the family member enabled to work, the HRHA will verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work. HRHA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member(s) to work. To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

Child Care Expense Verification

The family is required to certify that the child care expenses are not paid by or reimbursed to the family from any source. The HRHA will verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

If a family member is seeking work, HRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment) or the HRHA will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the HRHA any reports provided to that agency.

In the event third-party verification is not available, the HRHA will provide the family with a form on which the family member must record job search efforts. The HRHA will review this information at each subsequent re-certification for which this deduction is claimed.

If the family member is furthering education, the HRHA will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

The HRHA will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

The type of care to be provided is determined by the family, but must fall within certain guidelines.

- The HRHA will verify that the type of child care selected by the family is allowable.
- The HRHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

- The HRHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.
- The actual costs the family incurs will be compared with the HRHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.
- If the family presents a justification for costs that exceed typical costs in the area, the HRHA will request additional documentation to support a determination that the higher cost is appropriate.

CHAPTER 11: ONGOING PROGRAM OPERATIONS

Annual Re-Certifications

Links: [24 CFR 982.516](#); [24 CFR 5.612](#)

The HRHA will conduct a re-certification of income and family composition annually. The HRHA will schedule annual re-certifications to coincide with the family's move in date to the unit. If the family moves to a new unit, the HRHA will not conduct an annual re-certification. The annual re-certification date will remain the month the family first moved into a HCV unit.

The HRHA will begin the annual re-certification process approximately 120 days in advance of the scheduled effective date. The annual re-certification will be effective on the first of the month. Each household member age 18 and over will be required to sign consent for criminal background check as part of the annual update process.

Annual re-certifications are completed by mail. HRHA will mail the participant the re-certification packet, giving the participant 10 business days to complete and return the packet. The participant and all adult family members must complete all the required documents and submit all required information within 10 calendar days. Family composition and all family income is reviewed at the time of annual re-certification. If all documents and information are not submitted to HRHA within the timeframe, and any allowed extensions, the voucher will be terminated for the family's failure to comply with their family obligations.

The current utility allowance schedule will be used to complete the annual re-certification.

If any documents are missing from the file (social security cards, birth certificates, citizen declaration forms, etc.) the participant is required to provide the documents upon request (at annual re-certification, interim certification, or at any time requested by HRHA).

If the family size has changed, HRHA will increase or decrease the voucher size as appropriate at the annual re-certification.

Streamlined Income Determinations

For any family member with a fixed source of income, the HRHA may determine that family member's income using a streamlined income determination by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

A family member with a fixed source of income is a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance; federal, state, local, or private pension plans; annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

HRHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and will verify the COLA or current interest rate from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the HRHA will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined by a streamlined income determination, the HRHA will obtain third-party verification of all income amounts every 3 years.

Interim Reexaminations

Link [24 CFR 960.257, 966.4](#)

Changes to Household Composition

The family must inform the HRHA of an addition of a family member as a result of birth, adoption, or court-awarded custody of a child or the removal of a family member from the household within 10 business days.

The family must request HRHA approval to add a new family member, live in aide, foster child or foster adult. The HRHA will not approve the addition of a new family member or household member unless the individual meets the HRHA's eligibility criteria and documentation requirements. The HRHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

The HRHA will conduct interim re-certifications to account for any changes in household composition that occur between annual re-certifications as additions may affect deductions and voucher size.

Interim Changes Affecting Income or Expenses

Interim re-certifications may be scheduled either because the HRHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

HRHA-Initiated Interim Re-certifications

The HRHA will conduct interim re-certifications in each of the following instances:

- An increase in income from zero income.
- An increase in income.
 - Increases other than earned income must follow the same reporting requirement, but will be implemented at the time of the next annual re-certification.
- For families receiving the Earned Income Disallowance (EID), the HRHA will conduct an interim re-certification at the start, to adjust the exclusion with any changes in income, and at the conclusion of the second 12 month exclusion period (50 percent phase-in period).
- If at the time of the annual re-certification, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income) the HRHA will schedule an interim re-certification to coincide with the end of the period for which it is feasible to project income.
- If at the time of the annual re-certification, participant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the HRHA will conduct an interim re-certification.
- The HRHA may conduct an interim re-certification at any time in order to correct an error in a previous re-certification, or to investigate a participant fraud complaint.

The family must complete an Interim Change form and provide necessary information within 10 business days of the HRHA request.

Family-Initiated Income Interim Re-certifications

If a family reports a change that it was not required to report and that would result in an increase in the participant rent, the HRHA will note the information in the participant file, but will not conduct an interim re-certification. The change will be made at the annual re-certification.

If a family reports a change that it was not required to report and that would result in a decrease in the participant rent, the HRHA will conduct an interim re-certification.

Interim Re-certification Effective Dates

If the participant rent is to increase:

- The increase generally will be effective on the first of the month following 30 days' notice to the family.
- If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been

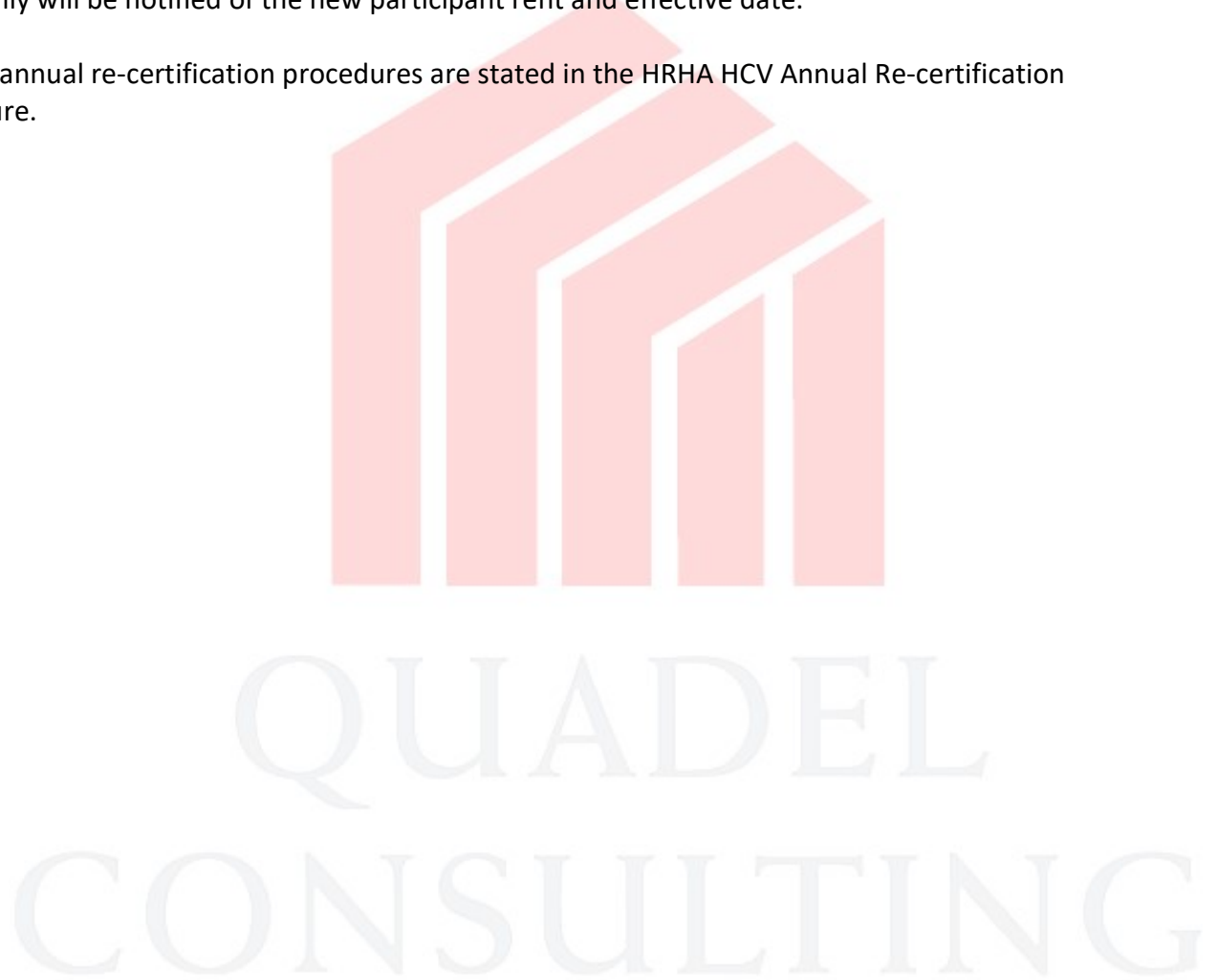
provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

If the participant rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported and documentation was received.

The family will be notified of the new participant rent and effective date.

HRHA's annual re-certification procedures are stated in the HRHA HCV Annual Re-certification Procedure.



Family Moves

Link: [24 CFR 982.1\(b\)\(2\)](#)

A family may request to move to a new unit if:

- The initial term of the lease has expired and proper notice has been given to the landlord and to the HRHA.
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family. The family must give the HRHA a copy of the termination agreement.
- For non-lease violations only: the owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family. The family must give the HRHA a copy of any owner eviction notice and eviction for lease violation may result in termination from the program.
- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to the HRHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit.
- The HRHA has terminated the assisted lease for the family's unit for the owner's breach of the HAP contract.
- The HRHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- The family is in good standing with HRHA.
- The family does not owe HRHA money.

Families are not permitted to move in the first term of the lease or while in any subsequent lease term unless the owner and family mutually agree to do so. Families will not be permitted to move more than once in a 12-month period unless required to do so by HRHA to meet HQS or other program objectives, to protect the health or safety, or in the case of an emergency.

Situations such as witness protection program, victim of violent crime, medical necessity, employment necessity, and landlord caused failed HQS, may necessitate a move in the first term of the lease, or in the term of a subsequent lease. The circumstances must be documented in writing and approved by HRHA. The owner and family must agree in writing to a mutual rescission of the lease in order for HRHA to approve a move during the lease term. If the owner refuses to a mutual rescission, the family will not be allowed to move unless HRHA otherwise determines VAWA or other health and safety provisions prevail.

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

Move Process

If the HRHA has determined the family has met the conditions above, the family will be issued a voucher to move and provided any other necessary information. If the family and owner agree to extend the move date, the extension must be submitted to HRHA in writing, signed by both the family and owner, must include the new effective date of the move, and must be submitted before the original effective date of the move notice.

All actions regarding moves (Request for Tenancy Approval, owner approval, initial inspection, initial rent burden, rent reasonableness, voucher term, voucher extensions, etc.) are the same as stated elsewhere in this Plan.

HRHA will not complete a new annual re-certification with a move. The re-certification date will remain the same. .

HRHA may limit moves at any time due to HUD funding constraints.

For families approved to move to a new unit within the HRHA's jurisdiction, the HRHA will issue a new voucher within 10 business days of the HRHA's written approval to move.

Duplicate Housing Assistance Payments with a Move

Link: [24 CFR 982.311\(d\)](#)

If a participant family moves from an assisted unit with continued participant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

Denial of Moves

Link: [Notice PIH 2016-09](#)

HRHA will deny moves in the following circumstances:

- Applicants who are seeking to move under Portability who are not income eligible in the receiving PHA's jurisdiction.
- Participant families that have moved out of their assisted unit in violation of the lease. HRHA will grant an exception to this in the situation where the only reason for the violation of the lease was due to circumstances surrounding being a victim or domestic abuse, dating violence or stalking.
- The HACC will deny a family permission to move on grounds that the HRHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or the HRHA; (b) the HRHA can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) the HRHA can demonstrate, in accordance with the policies in Part VIII of Chapter 16, that it or the receiving PHA does not have sufficient funding in its annual budget to accommodate the higher subsidy costs. This policy applies to moves within the HRHA's jurisdiction as well as to moves outside it under portability.

In the event that HRHA has denied a move due to insufficient funding, HRHA will provide written notification to the family requesting to move and will advise them that they may notify HRHA if the request to move is due to a request for a reasonable accommodation or protection for a victim of domestic violence, dating violence, sexual assault or stalking (VAWA).

HRHA will maintain a list of families who have been denied to move due to insufficient funding including the date of the original request and whether the request was due to a reasonable accommodation or VAWA. When funds become available, HRHA provide families notice and will begin to process requests to move in the order received – from oldest to newest – with preference to families whose request to move was due to a reasonable accommodation and VAWA.

Families who do not respond to the notification that funds are again available and may again request to move shall be removed from the list held by HRHA.

Portability

Link: [24 CFR 982.353\(b\)](#)

Outgoing Portability

Link: [24 CFR 982.353\(c\), \(d\); 982.355\(c\)\(1\)](#)

If the applicant did not live in HRHA's jurisdiction at the time that the family's application for assistance was submitted, the family must lease a unit within the HRHA's jurisdiction for at least 12 months before requesting portability.

The HRHA will consider exceptions to this policy for purposes of reasonable accommodation or reasons related to domestic violence, dating violence, sexual assault, or stalking. However, any exception to this policy is subject to the approval of the receiving PHA.

Families must notify the HRHA in writing when they want to move out of the HRHA's jurisdiction using the portability feature.

The HRHA will approve no extensions to a voucher issued to an applicant or participant family porting out of the HRHA's jurisdiction except under the following circumstances:

- the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA;
- the family decides to return to the initial PHA's jurisdiction and search for a unit there

Incoming Portables

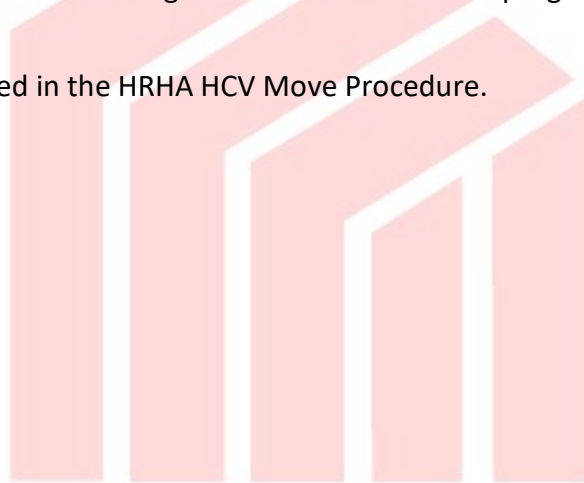
HRHA may absorb or administer some or all incoming portable vouchers based on funding available.

If the HRHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, the HRHA will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

If the HRHA decides to absorb a family after that, it will provide the initial housing authority with 30 days' advance notice.

For any family moving into its jurisdiction under portability, the HRHA will conduct a new re-certification of family income and composition. However, the HRHA will not delay issuing the family a voucher for this reason. Nor will the HRHA delay approving a unit for the family until the re-certification process is complete unless the family is an applicant and the HRHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.

HRHA's move procedures are stated in the HRHA HCV Move Procedure.



QUADEL
CONSULTING

CHAPTER 12: Denial of Assistance to Applicants and Termination of Assistance to Participants

Links: [24 CFR 982.552\(a\)\(2\)](#); [24 CFR 982.553\(a\)](#)

Evidence and Considerations

The HRHA may consider all relevant circumstances in evaluating a decision to terminate or deny assistance. Evidence of criminal activity includes, but is not limited to engaging in and/or any record of convictions, arrests, or evictions for suspected criminal activity of household members within the past 5 years.

The HRHA will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the 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. Preponderance of the 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, evidence gathered by HRHA inspectors and/or investigators, and evidence gathered from the HRHA incident reports.

The HRHA will consider the following factors prior to making its denial or termination decision:

- Evidence of the applicant or participant's participation in or willingness to participate in social service or other appropriate counseling service programs
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
 - The HRHA will require the applicant/participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.
- Whether the cause of the unfavorable information may be that the applicant/participant is the victim of domestic violence, dating violence, sexual assault or stalking.
 - The HRHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an unit, a prior arrest record) that would warrant denial under the HRHA's policies. Therefore, if the HRHA makes a

determination to deny admission to an applicant family, the HRHA will include in its notice of denial/termination a statement of the protection against denial provided by VAWA A description of HRHA confidentiality requirements.

- A request that an applicant/participant wishing to claim this protection submit to the HRHA documentation meeting the specifications below with her or his request for an informal review for an applicant and an informal hearing for a participant.
- The existence of mitigating factors, such as loss of employment or other financial difficulties.
- If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission or termination of assistance, the HRHA will determine whether the behavior is related to the disability. If so, upon the family's request, the HRHA will determine whether alternative measures are appropriate as a reasonable accommodation. The HRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial or termination.

As a condition of receiving or keeping assistance, a family may agree to remove the culpable family member from the application or unit. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the HCV unit. An incarcerated culpable family member may not be an applicant, participant or guest for five years from incarceration release date. The family must present evidence of the former family member's current address upon HRHA request.

Denial of Assistance

HRHA is required to deny admission if the applicant has:

- Engaged in criminal activity
- HRHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to a peaceful enjoyment of the premises by other participants.
 - In determining reasonable cause, HRHA will consider all credible evidence, including but not limited to, any record of convictions, arrests or evictions of household members related to the use of illegal drugs or the abuse of alcohol. HRHA may, at its discretion, also consider evidence from treatment providers or community-based organizations providing services to household members.
- Any member of the household has been evicted from federally assisted housing in the last 3 years for drug related criminal activity.

- Any household member is currently engaged in or has engaged in the use of illegal drugs in the past three years. “*Currently engaged in*” is defined as any use of illegal drugs during the previous six months.
- Any household member has ever been convicted of drug related criminal activity for the production or manufacture of methamphetamine in any location, and/or on the premises of federally assisted housing.
- Any household member is currently registered as a sex offender under any State registration requirement, regardless whether it is for life time or not.
- The family fails to provide required documentation and/or fails to sign and submit any required consent forms.
- The head of household and/or spouse or co-head has been evicted from federally assisted housing in the last two years for anything other than drug related criminal activity.
- Any other HUD required reason.

The HRHA will deny admission to an applicant family if the HRHA determines that any household member is currently engaged in, or has engaged in any of the activities within the past five (5) years.

- Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Criminal activity that may threaten the health, safety or welfare of other participants.
- Illegal possession/discharge/display/carrying of firearm or illegal weapon/ deadly weapon.
- Assault, aggravated assault, assault by threat, stalking.

- Physical violence to persons or property, or criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another
- Other criminal activity means a history of criminal activity involving crimes of actual or threatened persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other participants, including the possession of illegal fire arms.
- If an applicant has one offense of a Class C misdemeanor within the past five years, HRHA will not deny the applicant. More than one Class C misdemeanor will be considered a pattern (for the purpose of determining eligibility) and the applicant may be subject to denial based on the nature of the offenses.
- Criminal activity that may threaten the health or safety of HRHA staff or contractors.
- Criminal and/or sexual conduct, including but not limited to: capital murder, murder/manslaughter, kidnapping, child molestation, rape or crimes of a sexual nature, incest, gross lewdness, arson.
- Three or more arrests or convictions of alcohol-related criminal activity, including Driving under the Influence and Public Intoxication.
- Burglary of a Habitation.
- Civil disobedience
- Has a pattern of unsuitable past performance in meeting financial obligations, including rent.
- Has been evicted for non-payment of rent at a federally subsidized housing program.
- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other participants.
- Has been evicted from housing or termination from assisted housing programs (considering relevant circumstances).
- Owes rent or other amounts to this or any other HRHA or owner in connection with any assisted housing program.

- Misrepresented or does not provide complete information related to eligibility, including income, expenses, family composition or rent.
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The applicant or any member of the applicant household is a former participant of a HRHA public housing, or a former participant in the HRHA Housing Choice Voucher program, who had a record of lease violations or whose tenancy was terminated by the HRHA or private landlord. No previous participant may be readmitted unless all previous amounts owed have been paid to HRHA; but payment of such debt does not necessarily entitle an applicant to eligibility under this section unless HRHA has agreed in writing to grant eligibility upon payment of amounts due.
- Has engaged in or threatened violent or abusive behavior toward HRHA personnel
 - Abusive or violent behavior towards HRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- A pattern of abuse of alcohol, including, but not limited to, public intoxication and driving while intoxicated. A pattern (for the purposes listed above) consists of three or more incidences, with a minimum of one incident occurring within the past five years.
- Any other HUD required reason.

Notice of Denial

HRHA will notify applicant families in writing of any decision to deny assistance.

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the HRHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the HRHA to dispute the information within that 10 day period, the HRHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Denial of Assistance for Noncitizens

Link: [24 CFR 5.514\(d\)](#)

Denial of assistance based on immigration status is subject to special hearing and notice rules. The HRHA will notify applicant families of denial of assistance in accordance with HUD regulations. When HRHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination. The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the HRHA. The informal hearing with the HRHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice will inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

When the HRHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the HRHA will notify the family of the results of the USCIS verification within 10 business days of receiving the results. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results, made by the family directly in writing to the USCIS. The family must provide HRHA with a copy of the written request for appeal and proof of mailing within 10 business days of mailing the request to the USCIS.

The HRHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Grounds for Termination

Links: [24 CFR 982.455](#); [24 CFR 982.551](#), [552](#), [553](#); [24 CFR 5.514\(c\)](#); [24 CFR 5.218\(c\)](#), [Notice PIH 2010-3](#); [24 CFR 982.311\(d\)](#), [Notice PIH 2010-9](#)

Termination of assistance for a Program participant may include any or all of the following actions by HRHA:

- Refusing to enter into a HAP contract or approve a lease.
- Terminating housing assistance payments under a HAP contract.
- Refusing to process or provide assistance under portability procedures.

HRHA must terminate the participant family for the following reasons:

- Family choice

The family may request that the HRHA terminate housing assistance payments on behalf of the family at any time.

- Family with Zero Assistance

If the family has received zero assistance in 180 days HRHA will terminate assistance. If the participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero. The family must notify the HRHA of the changed circumstances and request an interim re-certification before the expiration of the 180 day period.

- Eviction Link: [24 CFR 982.552\(b\)\(2\)](#), [24 CFR 5.2005\(c\)\(1\)](#)

The HRHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

- Failure to provide consent Link: [24 CFR 960.259](#)

The HRHA will terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination.

- Failure to document citizenship Link: [24 CFR 5.514](#) and [24 CFR 960.259](#)

The HRHA will terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members

If the HRHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis.

- Failure to Disclose SSN: Link: [24 CFR 5.218](#), : [24 CFR 960.259](#)

The HRHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the family's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family or other emergency, if there is a reasonable likelihood that the family will be able to disclose an SSN by the deadline.

- Methamphetamine Conviction: Link: [24 CFR 966.4](#)

The HRHA will immediately terminate the lease if HRHA determines that any household member has ever been convicted of manufacture or production of methamphetamine in any location, and/or on the premises of federally-assisted housing.

- Crime On or Off the Premises

The HRHA will terminate the lease for drug-related criminal activity or criminal activity engaged in on or off the premises by any participant, member of the participant's

household or guest, and any such activity engaged in on the premises by any other person under the participant's control.

- Illegal Use of a Drug

The HRHA will terminate the lease when the HRHA determines that a household member is illegally using a drug or the HRHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other participants. A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months.

- Threat to Other Participants

The HRHA will terminate the lease when any household member engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other participants or by persons residing in the immediate vicinity of the premises. Immediate vicinity means within a three-block radius of the premises.

- Alcohol Abuse

The HRHA will terminate the lease if the HRHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other participants.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months.

- Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation

The HRHA will terminate the lease if the HRHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

- Other Serious or Repeated Violations of the Family Obligations of the HCV Program

- Fugitive Felon or Parole Violator

If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

- Persons subject to sex offender registration requirement.

If any member of the household has, during their current participation in the HCV program, become subject to a registration requirement under a state sex offender registration program regardless whether it is for life time or not.

HCV Program Violations That May Lead to Termination

- Discovery of facts after admission to the program that would have made the participant ineligible.
- Discovery of false statements or fraud by the participant in connection with an application for assistance or with a reexamination of income.
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for the HRHA to make determinations with respect to rent, eligibility, and unit size.
 - Information not provided: After issuance of the termination notice, but before the effective date of the termination, the participant may provide the missing data. It is solely HRHA's discretion whether to accept the data or to proceed with termination.
- Missed appointments per policy and procedure requirements.
- Failure to transfer to an appropriate size unit based on family composition, upon notice by the HRHA that such a move is required for HQS compliance.
- Failure to permit access to the unit by the HRHA after proper advance notification for the purpose of performing routine inspections.
- Failure to inform the HRHA within 10 days of the birth, adoption or court-awarded custody of a child.
- If the family has breached the terms of a repayment agreement entered into with the HRHA.
- If a household member has engaged in or threatened violent or abusive behavior toward HRHA personnel.
 - Abusive or violent behavior towards HRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

- If the family does not remedy family-caused HQS failures in the required timeframe.
- If the family does not allow HRHA to inspect the unit at reasonable times and after reasonable notice.
- If any family member commits lease violations, including but not limited to:
 - If the family does not give proper notice to HRHA and the owner before moving out of the unit.
 - The family does not give HRHA a copy of any owner eviction notice as required in this Administrative Plan.
 - If the family is not using the assisted unit for residence by the family and/or the assisted unit is not the family's only residence.
 - If the family has non-approved persons residing in the unit.
 - If the family does not promptly notify HRHA that a family member no longer resides in the assisted unit.
 - If the family engages in profit making activities in the assisted unit which are not incidental to the primary residential use of the unit. Limitation on Profit Making Activity in the 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 is considered a violation.
 - If HRHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.
 - If the family subleases, lets, assigns the lease or transfers the unit.
 - If the family does not notify HRHA of an absence from the unit, and if the family does not provide HRHA any requested information regarding the absence.
 - If the family owns or has any interest in the unit.
- If any family member is receiving or received Section 8 participant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative housing assistance program.
- If the family breaches an agreement with HRHA to pay amounts owed to HRHA or amounts paid to an owner by HRHA.
- Insufficient ACC funding to support continued assistance for families in the program.

- If the family fails to disclose to HRHA any HUD notification it has received regarding discrepancies in the amount or verification of family income.
- Any other HUD required reason.

Termination Notification

In any case where the HRHA decides to terminate assistance to the family, the HRHA will give both the family and the owner a 30-day written termination notice which states:

- Specific reasons for the termination
- Effective date of the termination
- Family's right to request an informal hearing
- Family's responsibility to pay the full rent to the owner if it remains in the assisted unit after the termination effective date

Removal of a Family Member from the Application

Link [24 CFR 982.552\(c\)\(2\)\(ii\)](#)

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

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

Reasonable Accommodation Related to Denials or Terminations

Link [24 CFR 982.552\(2\)\(iv\)](#)

HRHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation.

When applicants with disabilities are denied assistance, the notice of denial must inform them of HRHA's informal review process and their right to request a review. In addition, the notice will inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, HRHA will determine whether the behavior is related to the disability. If so, upon the family's request, HRHA will determine whether alternative measures are appropriate as a reasonable

accommodation. HRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

Repayment Agreements

If a family owes amounts to the HRHA, as a condition of continued occupancy, the HRHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the HRHA of the amount owed.

Any repayment agreement between the HRHA and a family must be signed and dated by the HRHA and by the head of household and spouse/co-head (if applicable).

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the HRHA will terminate the family's tenancy and utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

The HRHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution. HRHA may at any time not enter into a repayment agreement and instead terminate the family's tenancy and pursue alternative collection methods.

The HRHA Repayment Agreement Procedure is stated in the HRHA Management Procedure.

CHAPTER 13: Informal Reviews and Informal Hearings

HRHA provides a copy of the Informal Review and Hearing procedures in the family briefing packet. Whenever possible, HRHA may attempt to resolve matters with the family through informal conferences before proceeding with the family's request for a review or hearing.

Informal Review Policy

Links: [24 CFR 960.20](#); [24 CFR 982.552\(a\)\(2\);552\(c\)](#)

An applicant may request an informal review of the Authority's decision to deny the applicant's participation in the Housing Choice Voucher Program. 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.

An applicant may request an informal review if the applicant:

- Is denied listing on the waiting list or for a preference
- Is denied a voucher
- Is denied participation in the Program including portability

Informal reviews will not be granted to applicants who dispute:

- The unit size (number of bedrooms) stated on the voucher.
- A determination that a unit does not comply with Housing Quality Standards including space requirements.
- A determination that a proposed lease is unacceptable.
- A decision to not approve a request for an extension of the term of the voucher.
- General policy issues, class grievances, or discretionary administrative determinations.

When the HRHA determines that an applicant is ineligible for the program HRHA will notify the applicant of their ineligibility in writing. The notice will contain:

- Reason(s) the family is ineligible
- Procedure for requesting a review if the applicant does not agree with the decision
- Time limit for requesting a review: The applicant must submit the written request for an informal review within 10 business days of the date of the denial notice.
- If the request is not submitted timely, it will mean that the applicant waived his/her right to request an informal review.

Informal review requests must be made in writing within 10 business days from the date of the HRHA's denial notice. The informal review will be conducted by a person other than the one who made the decision under review or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of the HRHA. The review decision will be based only on evidence presented at the review by both parties.

Evidence presented after the review will not be considered. Extensions for evidence will not be granted.

The person conducting the informal review will make a recommendation to the HRHA, but the HRHA Executive Director is responsible for making the final decision as to whether admission should be granted or denied. If the informal review decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

HRHA will not provide a transcript of an audio taped informal review.

Informal Hearing Policy

Informal hearings may be requested for the following reasons:

- Determination of the amount of the total tenant payment or tenant rent
- Determination of hardship regarding minimum rent
- Decision to terminate assistance
- Decision to deny a family move
- Appropriate utility allowance used from schedule
- Family unit size under HRHA subsidy standards
- Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account
- Family's actions or inactions, absence from the unit for longer than HRHA policy allows

HRHA is not required to provide an informal hearing in the following cases:

- Discretionary administrative determinations by HRHA, or to consider general policy issues or class grievances
- Determination that the unit does not comply with HRHA's Housing Quality Standards including space requirements for family size, that the owner failed to maintain the unit in a decent, safe, and sanitary manner in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease).
- Decision to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner

- Decision not to approve a family's request for an extension of the term of the Voucher issued to an assisted family which wants to move to another dwelling unit with continued participation
- Establishment of HRHA schedule of utility allowances for families in the program
- Disapproval of unit or lease

When the HRHA determines that a participant should be terminated from the program, HRHA will notify the participant of their proposed termination in writing. The notice will contain:

- Reason(s) for and timing of termination
- The effective date of the proposed termination

The participant must submit the written request for an informal hearing within 10 business days of the date of the termination notice.

Conducting Informal Hearings

HRHA hearings will be conducted by a single hearing officer and not a panel. The HRHA will appoint a person who has been selected in the manner required under the hearings procedure.

Hearings may be attended by the following applicable persons:

- A HRHA representative(s)
- Any witnesses for the HRHA
- The participant
- Any witnesses for the participant
- The participant's counsel or other representative
 - If the participant is bringing legal counsel to the informal hearing, the participant must notify HRHA at least 24 hours in advance of the hearing.
- Any other person approved by the HRHA will be as a reasonable accommodation for a person with a disability.

Hearing Decision

In rendering a decision, the hearing officer will consider the following matters:

- HRHA Notice to the Family
- HRHA Evidence to Support the HRHA Decision
- Participant Presented Evidence
- Validity of Grounds for Program Termination

Invalid Decisions

When the HRHA considers the decision of the hearing officer to be invalid based on HUD regulations and HRHA Policy, the Executive Director will send a notice to all parties attending

the hearing that the decision is null and void. The notice will set a date and time for a new hearing.

Rights of the Applicant/Participant and HRHA

The applicant/participant must appear in person at the review/hearing and may be represented by an attorney, or other representative, at his/her own expense. If the family is being represented by an attorney, the family must notify HRHA of such 24 hours in advance of the review/hearing.

- The applicant/family and HRHA have the right to present evidence, both oral and written.
- The applicant/family and HRHA have the right to question any witnesses, and the right to state his/her case prior to the hearing officer's decision.
- The applicant/family has the right to arrange for an interpreter to attend the review/hearing, at his/her own expense.
- The applicant/family has the right to seek redress directly through judicial procedures of the court.
- HRHA has the right to make final submissions.

The applicant/family and HRHA have the right to review any documents directly relevant to the review/hearing. Review of documents will take place at the HRHA office. Copying of any documents will be at the expense of the requesting party at .10per copy. If the applicant/family or HRHA does not make the document available for examination on the request of the other party, that document may not be relied on during the review/hearing.

Review/Hearing Process

The review/hearing will follow the following guidelines:

- The review will be conducted by any person or persons designated by HRHA, other than a person who made or approved the decision under review or a subordinate of this person.
- All HRHA Denial and Termination notices will advise the applicant/family of his/her right to a review/hearing and the process to request a review/hearing.
- The applicant/family must request the informal review/hearing in writing within the required time frame (10 business days after receipt of notice from the HRHA).
- HRHA will schedule the hearing within a reasonable timeframe, preferably before the effective termination date. If the hearing cannot be scheduled before the effective termination date, the effective termination date may be extended, based solely on the reason for the delay and at the sole discretion of HRHA.

- The notification of hearing will contain:
 - Date and time of the hearing
 - Location where the hearing will be held
 - Family's right to bring evidence, witnesses, legal or other representation at the expense of the family
 - Right to view any documents or evidence in the possession of HRHA and upon which HRHA based the proposed action and, at the family's expense, to obtain a copy (at \$.10 per copy) of such documents prior to the hearing. Requests for such documents or evidence must be received no later than five business days before the hearing date.
 - Notice to the family that the HRHA will request a copy of any documents or evidence the family will use at the hearing be provided to HRHA by 12:00 p.m. two business days prior to the scheduled hearing date.
- If a family does not appear at a scheduled review/hearing and has not rescheduled the hearing in advance, the hearing officer will assume the family is no longer interested in the program and will uphold the denial/termination.
- The applicant/family will be given an opportunity to present written or oral objections to HRHA's decision.
- HRHA will notify the applicant/family of the HRHA final decision after the informal review/hearing, including a brief statement of the reasons for the final decision.
- The Notice will contain the following information:
 - Applicant/family name
 - Applicant/family address
 - Date
 - Date and time of review/hearing
 - Names of everyone in attendance at review/hearing
 - Final decision
 - Brief statement of the reason(s) for the final decision
 - HUD regulation for the denial/termination (if upholding the denial/termination)
 - Effective date of denial/termination (if applicable)

- A hearing decision letter will also be sent to the owner, stating whether the termination was upheld or overturned. The notice to the owner will contain the following information:
 - Family name
 - Unit address
 - Effective date of termination or
 - Effective date of re-instatement
- All requests for review, supporting documentation, and a copy of the final decision will be filed in the family's file.

Decisions Not Binding to HRHA

HRHA is not bound by a review/hearing decision on the following matters:

- A matter for which HRHA is not required to provide an opportunity for an informal review/hearing or otherwise in excess of the HRHA of the person conducting the review/hearing.
- A decision given contrary to HUD regulations, requirements, or otherwise contrary to Federal, State or Local law.

In the event that a review/hearing decision is not binding to HRHA, the Executive Director or his/her designee will send a notice to all parties attending the review/hearing that the decision is null and void. The notice will set a date and time for a new hearing.

Hearing Provisions for Restrictions on Assistance to Non-Citizens

Assistance to the family will not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the USCIS appeal.

Assistance to a family will not be terminated or denied while the HRHA hearing is pending; however assistance to an applicant may be delayed pending the HRHA hearing.

USCIS Determination of Ineligibility

If a family member claims to be an eligible immigrant, and the USCIS SAVE system and manual search do not verify the claim, HRHA will notify the applicant/family within ten calendar days of their right to appeal to the USCIS within thirty calendar days or to request an informal hearing with HRHA either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, they must give HRHA a copy of the appeal and proof of mailing, or HRHA may proceed to deny or terminate. The time period to request an appeal may be extended by HRHA for good cause. Good cause includes medical emergency, employment emergency, family emergency, etc. The emergency must be documented in writing (doctor's statement, employer statement, independent agency statement, etc.)

The request for a HRHA hearing must be made within 10 business days of receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within 10 business days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this Plan for both applicants and families. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HRHA will:

- Deny the applicant family.
- Terminate the family if the family does not qualify for deferral.

If there are eligible members in the family, the HRHA will offer to prorate assistance or give the family the option to remove the ineligible members.

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.

Families 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 describes above) are entitled to a hearing based on the right to a hearing regarding determinations of Total Participant 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.

HRHA's informal review and informal hearing procedures are stated in the HRHA HCV Terminations, Informal Review and Hearing Procedure.

CHAPTER 14: Program Integrity Link 24 CFR [982.552\(c\)\(iv\)](#); 24 CFR [985](#)

The HRHA anticipates that the majority of families and HRHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that the HRHA's program is administered effectively and according to the highest ethical and legal standards, the HRHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare. The HRHA will:

- Provide each applicant and participant with a copy of "Is Fraud Worth It?"
- Provide each applicant and participant with a copy of "What You Should Know about EIV", and require receipt confirmation
- Review and explain the contents of all HUD and HRHA required forms prior to requesting family member signatures
- Place a warning statement about the penalties for fraud on key HRHA forms and letters that request information from a family member
- Provide each HRHA employee with the necessary training on program rules and the organization's standards of conduct and ethics

Detecting Errors and Program Abuse

The HRHA will employ a variety of methods to detect errors and program abuse, including:

- Using the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the HRHA's error detection and abuse prevention efforts.
- Encouraging staff, participants, and the public to report possible program abuse.
- Reviewing all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation.
- Investigating inconsistent information related to the family that is identified through file reviews and the verification process.

For each investigation the HRHA will determine

- Whether an error or program abuse has occurred
- Whether any amount of money is owed the HRHA
- What corrective measures or penalties will be assessed

Consideration of Remedies

All errors and instances of program abuse will be corrected prospectively. Whether the HRHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, the HRHA will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members
- Any special circumstances surrounding the case
- Any mitigating circumstances related to the disability of a family member
- The effects of a particular remedy on family members who were not involved in the offense

Notice and Effective Dates

The HRHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation.

The notice will include:

- A description of the error or program abuse,
- The basis on which the HRHA determined the error or program abuses,
- The remedies to be employed, and
- The family's right to appeal the results through an informal review or informal hearing.

Increases in the participant rent will be implemented retro-actively to the date of the un-reported increase. The participant may or may not be offered a repayment agreement, based on the seriousness and length of the unreported income.

Any decreases in participant rent will become effective the first of the month following the discovery or retro-actively if due to HRHA error.

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. The HRHA may offer the family a repayment agreement. If the family fails to repay the amount owed, the HRHA will terminate the family's lease.

The HRHA will reimburse a family for any family overpayment of rent.

Family Prohibited Actions

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to the HRHA Board of Commissioners, employees, contractors, or other HRHA representatives
- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the HRHA on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income)

- Admission of program abuse by an adult family member
- The HRHA may determine other actions to be program abuse based upon a preponderance of the evidence.

HRHA Prohibited Activities

Any of the following will be considered evidence of program abuse by HRHA staff:

- Failing to comply with any HCV program requirements for personal gain
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant or participant
- Seeking or accepting anything of material value from applicants, participants, owners, vendors, contractors, or other persons who provide services or materials to the HRHA
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of HRHA activities, policies, or practices
- Misappropriating or misusing HCV funds
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program
- Committing any other corrupt or criminal act in connection with any federal housing program

When the HRHA determines that program abuse by a family or HRHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, the HRHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

Owner Prohibited Activities

Link: [Title 18 U.S.C. Section 1001](#)

An owner participating in the HCV program must not:

- Make any false statement to the HRHA.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- Breach the HAP Contract

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by the HRHA;
- Charging a security deposit other than that specified in the family's lease;
- Charging the family for services that are provided to unassisted tenants at no extra charge;

- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
- Knowingly accepting incorrect or excess housing assistance payments;
- Offering bribes or illegal gratuities to the HRHA Board of Commissioners, employees, contractors, or other HRHA representatives;
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the HRHA; or
- Residing in the unit with an assisted family.

Owner Remedies and Penalties

In the case of owner-caused errors or program abuse, the HRHA will take into consideration (1) the seriousness of the offense; (2) the length of time since the violation has occurred; and (3) the effects of a particular remedy on family members who were not involved in the offense.

When the HRHA determines that the owner has committed program abuse, the HRHA may take any of the following actions:

- Terminate the HAP contract.
- Bar the owner from future participation in any HRHA programs.
- Refer the case to state or federal officials including the HUD Office of Inspector General (HUD-OIG for criminal prosecution.
- Require the owner to repay excess housing assistance payments.

HRHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months. If the debt is large, the HRHA A may allow the owner to pay in installments over a period of time.

Corrections to Subsidy Payments

When an incorrect subsidy is identified as a result of an error, program fraud, misrepresentation or abuse, HRHA will promptly correct the subsidy under- or overpayment. A subsidy under- or overpayment includes:

- An incorrect housing assistance payment to the owner;
- An incorrect family share established for the family; and
- An incorrect utility reimbursement to a family.

Families and owners will be notified of corrective actions and penalties, if any. Increases in the family share will be implemented only after the family has received 30 days advanced notice. Any decreases in family share will become effective the first of the month following the discovery of the error. The family will not be reimbursed when the family caused the underpayment.

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by HRHA staff.

When efforts to collect monies owed to the HRHA (as described in the Family or Owner Remedies sections of this Plan) are unsuccessful, HRHA may also pursue collection through credit bureaus, small claims court, civil law suit, state income tax set-off program or other debt recovery solutions.



CHAPTER 15 Project Based Vouchers Link: [24 CFR 983](#)

Except as noted in this chapter, the Administrative Plan policies stated for the HCV program also apply to the PBV program.

Overview

The HRHA may use up to 20 percent of Housing Choice Voucher budget authority allocated for project based assistance.

The proposed location of any PBV units must comply with the goals of deconcentrating poverty, expanding housing opportunities, and affirmatively furthering fair housing.

The HRHA uses project-based vouchers to encourage new construction or rehabilitation, promote voucher utilization and increase supportive housing options.

Proposal Selection

Link: [24 CFR 983.52\(a\)\(b\)\(c\)](#)

The HRHA will select proposals for PBV assistance using either the Request for Proposal method or the Previous Competition method.

HRHA Request for Proposals Method for Rehabilitated and Newly Constructed Units

The HRHA will advertise request for proposals for rehabilitated and newly constructed housing in local newspaper(s) and on the HRHA web site. The advertisement will specify the number of units the HRHA estimates that it will be able to assist and the submission deadline. Incomplete proposals will not be considered.

The HRHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP
- Extent to which the project furthers the HRHA goal of deconcentrating poverty and expanding housing and economic opportunities
- The extent to which services for special populations are provided on site or in the immediate area for occupants of the property
- Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the HRHA will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

HRHA Requests for Proposals for Existing Housing Units

The HRHA will advertise proposals for existing housing in local newspaper(s) and on the HRHA web site. The advertisement will specify the number of units the HRHA estimates that it will be able to assist. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program
- Extent to which the project furthers the HRHA goal of deconcentrating poverty and expanding housing and economic opportunities
- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property
- Extent to which units are occupied by families that are eligible to participate in the PBV program.

HRHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The HRHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

In addition to, or in place of advertising, the HRHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The HRHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the HRHA goal of deconcentrating poverty and expanding housing and economic opportunities
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

Notice of Owner Selection

Link: [24 CFR 983.51\(d\)](#)

The HRHA will publish the name of the owner that was selected for the PBV program in the same local newspaper(s) and on the HRHA website.

The HRHA will make available its rating and ranking sheets and documents that identify the HRHA basis for selecting the proposal for one month after publication of the notice. The HRHA will not include sensitive owner information, such as financial statements, etc.

The HRHA will make these documents available for review at the HRHA during normal business hours. The cost for reproduction of allowable documents will be \$.10 per page.

Agreement to Enter into HAP Contract Link [24 CFR 983.152](#)

For rehabilitated or newly constructed units, HRHA will enter into an Agreement to Enter into a HAP Contract with the property owner. In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the HRHA agrees that upon timely completion of development the HRHA will enter into a HAP Contract with the owner for the contract units.

The HRHA will enter into the Agreement with the owner after receiving both environmental review approval and notice that subsidy layering requirements have been met and before construction or rehabilitation work is started. Additional owner documents may be required. HRHA will specify any additional documentation requirements in the Agreement.

For existing housing, the HAP contract will be executed after HRHA determines that all units pass HQS.

Site Selection Standards

Link [24 CFR 983.57\(b\)](#)

HRHA will follow HUD regulations regarding site selection requirements for existing housing, newly constructed housing and rehabilitated housing. Before entering into an agreement or HAP contract HRHA will determine that the PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities.

In developing standards to apply in determining whether a proposed PBV development will be selected, HRHA will consider the following:

- If the poverty rate in the proposed PBV development area is greater than 20%, HRHA will consider whether in the past five years there has been an overall decline in the poverty rate;
- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;

- A census tract in which the proposed PBV development will be located is undergoing significant revitalization;
- A census tract where there are meaningful opportunities for educational and economic advancement.
- The site meets HQS standards.
- Other factors as determined by HRHA to meet the needs of the community.

HRHA Owned Units Link: [24 CFR 983.51\(e\)](#), [983.59](#)

HUD or a HUD-approved independent entity must review the selection process for HRHA owned units to confirm appropriate selection. Initial rents and annual rent changes for HRHA-owned units will be determined by the independent entity based on PBV program requirements. The term of the HAP contract and any HAP contract renewal must be agreed upon by HRHA and the independent entity. HQS inspections will be performed by the independent entity.

Eligible Units/Cap on PBV Units Link: [24CFR 983.52](#), [24 CFR 983.56\(a\)](#)

Project based assistance may be attached to up to 25% of the total number of units in a project. Project is defined as a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land. Units occupied by the disabled, elderly, or families receiving supportive services are exempt from this cap.

Uniform Relocation Act Link: [24 CFR 983.7](#), [49 CFR Part 24](#)

If as a result of the PBV selection, there are existing households that are determined to be ineligible for PBV; HRHA will require the owner to comply with the Uniform Relocation Act and the implementing HUD regulations of the Act.

Housing Assistance Payments (HAP) Contracts Link: [24 CFR 152](#)

Term of the HAP Contract

The term of all PBV HAP contracts will be no less than one year, and no more than 15 years, and will be negotiated with the owner on a case-by-case basis.

Extending the HAP Contract

When determining whether or not to extend an expiring PBV contract, the HRHA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority;
- The condition of the contract units;
- The owner's record of compliance with obligations under the HAP contract and

- lease(s);
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding could be used more appropriately for tenant-based assistance.

Amendments to the HAP Contract

The HRHA will only consider HAP Contract amendments during the three-year period following the HAP contract executive date to add additional PBV units in the same building. The HRHA will consider adding contract units to the HAP contract when the HRHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

- The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and
- Voucher holders are having difficulty finding units that meet program requirements.
- Adding additional PBV units which include supportive services.

Unit Inspections

Link [24 CFR 983.103](#)

All contract units will be inspected and comply with Housing Quality Standards prior to HAP contract execution.

At least biennially during the term of the HAP contract, the HRHA will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections are not counted toward meeting this inspection requirement.

If more than 20 percent of the inspected units in a building fail, the HRHA will re-inspect 100 percent of the contract units in the building.

In the case of a property assisted with project-based vouchers that is subject to an alternative inspection, the HRHA may rely upon inspections conducted at least triennially to demonstrate compliance with the inspection requirement.

Inspections for the entire building will occur at the same time. HRHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.

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

Lead-based Paint Link: [24 CFR 983.101\(c\)](#)

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

Initial Rent and Rent Increases

Link [24 CFR 983, Subpart G](#)

Initial Rent

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP Contract term.

Rent Increases

An owner's request for a rent increase must be submitted to the HRHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

Tenant Selection

Except where noted in the Administrative Plan, the HRHA's tenant selection procedures for its tenant-based programs apply for units assisted under the PBV Program. Except for units which are occupied by eligible tenants upon the commencement of the project based contract term, when a vacancy exists at a PBV site, the HRHA will notify the next families on the HRHA PBV site based waiting list. HRHA's letter to the applicants will also state that if the applicant is interested in residing in the vacant PBV unit that the applicant will not lose his/her place on the HRHA's HCV waiting list (if applicable) until that person has been leased in the PBV unit.

HRHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. All applicants indicating interest in the PBV units will be selected by HRHA from the appropriate site based waiting list by preference category, and prescreened for Section 8 eligibility.

The HRHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," mobility impaired persons for accessible units). The HRHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

Applicants must meet all of HRHA's applicable eligibility requirements. HRHA will refer qualified applicants to the owner for all vacancies. If the HRHA referrals do not provide the owner with a suitable tenant for the unit within 30 days, the owner may refer an eligible individual or family from the owner's waiting list to the HRHA.

The owner chooses a tenant for occupancy from the qualified applicants referred by HRHA based on their written tenant selection policy. The HRHA must approve the owner's tenant selection procedures. When a family is approved by the owner, they will execute a lease with the owner.

The owner must notify the HRHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy. The HRHA will make every reasonable effort to promptly refer families to the owner after receiving a vacancy notice from the owner.

Unit Moves/Transfers

Overcrowded, Under-Occupied, and Accessible Units Link [24 CFR 983.259](#)

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

- PBV assistance in the same building or project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

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

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

Moves Requested by the Tenant

PBV vouchers are mobile: after one-year families have the option to leave the PBV unit and receive a tenant-based voucher, if a voucher is available. The HRHA will supply the owner with a referral for a new PBV tenant. Families who wish to relocate with continued assistance must inform the owner and the HRHA in writing not less than 30 days prior to the date they plan to vacate the unit and in accordance with the lease. The HRHA will then place the family on a PBV-HCV Voucher program transfer list according to the date and time of receipt by the HRHA of written notification of the family's 30 day notice of intent to vacate. The HRHA will issue the next available tenant based voucher to families on the PBV-HCV transfer list before proceeding to its regular HCV waiting list. Families from the regular HCV waiting list who have been notified of an eligibility appointment for a tenant based voucher will not be delayed from receiving their voucher.

Moves from Excepted Units

HRHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to factors beyond the remaining family members' control.

In all other cases, when HRHA determines that a family no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception, HRHA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, HRHA will terminate the housing assistance payments at the expiration of this 30-day period. HRHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member. HRHA may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to HRHA, HRHA will amend the HAP contract to reduce the total number of units under contract.

Vacancy Payments

The HRHA will decide on a case-by-case basis if the HRHA will provide vacancy payments to the owner. The HAP Contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the HRHA determines that the vacancy is the owner's fault.

If the HRHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, the HRHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The HRHA will require the owner to repay the amount owed.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must properly notify the HRHA. In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the HRHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the HRHA within 10 business days of the HRHA's request, no vacancy payments will be made.

Reduction in HAP Contract Due to Vacancies

If any contract units have been vacant for 120 days, the HRHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The HRHA will provide the notice to the owner within 10 business days of

the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the HRHA's notice.



CHAPTER 16: Rental Assistance Demonstration (RAD) Project Based Voucher Conversions

Link: [PIH Notice 2012-32 Rev. 2](#)

Overview

Public housing units converting to assistance under Rental Assistance Demonstration (RAD) long-term Project Based Voucher (PBV) contracts are no longer subject to the public housing program rules. The former public housing units which become PBV units are subject to the rules of the Section 8 program, as modified by a few rules specific to RAD converted units. These specific RAD-related rules apply a few important provisions of the public housing rules to the RAD converted units, even though they would not normally be applicable in the HCV context.

HRHA anticipates converting public housing units to PBV units using RAD conversions. Upon conversion to PBV, the HRHA will adopt the resident rights, participation, waiting list and grievance procedures applicable to the RAD PBV units. The units converted to PBV under the RAD program will be operated consistent with HRHA's PBV program rules referenced in this Administrative Plan to the extent not specifically required to operate in a different manner by the regulatory and statutory requirements of the RAD PBV program referenced above.

Resident Rights

No Re-screening of Tenants upon Conversion

Pursuant to the RAD statute, at conversion current households are not subject to rescreening, income eligibility, or income targeting provisions. Current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.

A unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Once that remaining household moves out, the unit must be leased to an eligible family.

Right to Return

Any residents that need to be temporarily relocated due to rehabilitation or construction have a right to return to an assisted unit at the site once rehabilitation or construction is completed. If transferred, residents of the converting site have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.

Residents of a site undergoing RAD conversion may voluntarily accept HRHA's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the site after rehabilitation or construction is completed.

Renewal of Lease

Under RAD, the HRHA must renew all leases upon lease expiration, unless cause exists. This provision must be incorporated by the PBV owner into the tenant lease or tenancy addendum.

Phase-in of Tenant Rent Increases

The HRHA has established a policy setting the length of the phase in period at three years. If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 solely as a result of RAD conversion, the rent increase will be phased in over 3 years.

The below method explains the percentage-based phase-in the HRHA will follow. For purposes of this section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full standard TTP Five Year Phase in:

In the three year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward.

Family Self-Sufficiency

Current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and HRHA is allowed to use any remaining Public Housing FSS funds to serve those FSS participants who live in units converted by RAD.

Choice-Mobility

HRHA provides a Choice-Mobility option to residents of RAD projects based on the following:

- Resident Eligibility: Residents have a right to move with tenant-based rental assistance 12 months after the move-in date, subject to the availability of tenant-based vouchers. Households must submit a written request after the 12 month period has expired if they wish to be issued a tenant-based voucher.

Households requesting tenant-based vouchers will be reviewed and if the required 12 month PBV period has occurred, will be moved to the top of the HCV waiting list based on the date and time of their written request.

- If a resident is already a resident of the covered project at the time of conversion to PBV, the resident may request a tenant-based voucher after 12 months of PBV assistance, subject to the availability of tenant-based vouchers. When requests for tenant-based vouchers are made after 12 months of PBV residency, residents must submit a written request for a tenant-based voucher which will be reviewed and if the required 12 month PBV period has occurred, will be moved to the top of the HCV waiting list based on date and time of written request.

Resident Participation and Funding

Residents of RAD projects converting to PBVs have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and are eligible for resident participation funding.

Waiting List [24 CFR 903.7\(b\)\(2\)\(ii\)-\(iv\)](#)

The HRHA will establish PBV site-based waiting lists. HRHA will ensure that applicants on HRHA's public housing and HCV waiting lists are offered placement on the RAD project's initial site-based waiting lists. Applicants from the PH and/or HCV waiting lists will be placed on the new PBV site based waiting list(s) based on the date and time of their original application to the PH and/or HCV program.

Earned Income Disregard (EID) Link: [24 CFR 5.617](#)

Tenants who are employed and are currently receiving the EID exclusion at the time of RAD conversion will continue to receive the EID after conversion. Upon the expiration of the EID, the rent adjustment will not be subject to rent phase-in. The rent will automatically increase to the appropriate rent level based upon tenant income at that time.

Under the HCV program, the EID exclusion is limited to only persons with disabilities. However that requirement is not in the public housing program, i.e. the units prior to conversion to RAD. In order to allow all RAD public housing conversion tenants who are employed and currently receiving the EID at the time of conversion to continue to benefit from EID in the PBV project, the provision limiting EID to only disabled persons is waived. The waiver only applies to public housing tenants receiving the EID at the time of RAD conversion to PBV.

Termination Notification Link: [24 CFR 983.257](#)

The termination procedure for RAD conversions to PBV will require HRHA provide adequate written notice of termination of the lease which will not be less than:

- A reasonable period of time, but not to exceed 30 days:

- If the health or safety of other tenants, HRHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction;
- 14 days in the case of nonpayment of rent; and
- 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

Grievance Process [24 CFR 982.555\(a\)\(1\)\(i\)-\(iv\)](#)

For RAD converted PBV units, the additional RAD program rules apply:

- An opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an HRHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - For any hearing for participants, the contract administrator will perform the hearing.
 - For any additional hearings required under RAD, HRHA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or to disputes between residents not involving the HRHA (as owner) or contract administrator.

HRHA (as owner) will provide opportunity for an informal hearing before an eviction.

Notice and other informal hearing policies are the same as stated in this Administrative Plan for the HCV program.

CHAPTER 17: Emergency Housing Vouchers

The HRHA administers Emergency Housing Vouchers (EHV) provided by HUD in order to serve individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. The EHV operate in the same manner as the HRHA tenant based voucher program except as otherwise provided in this chapter.

Wait List and Selection

HRHA will accept applicant referrals for EHVs directly from the Continuum of Care (CoC) or other partnering agency. In the event that the CoC or other partnering agency refer more families to the HRHA than the current allocation of EHV, the HRHA will create a separate waiting list specifically for the EHV.

The HRHA will inform families on the HCV waiting list of the availability of EHVs by posting the information to their website. The notice will describe the eligible populations to which the EHVs are limited and clearly state that the availability of these EHVs is managed through a direct referral process. The HRHA notice will advise the interested families to contact the CoC (or any other HRHA referral partner, if applicable) if the interested family believes they may be eligible for EHV assistance. The HRHA will also make an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the HRHA Emergency Transfer Plan.

Because the EHV waiting list is based on direct referrals or requests through the HRHA's VAWA Emergency Transfer Plan and not applications from the general public, HRHA is not required to give public notice when opening and closing the waiting list. The HRHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the EHV waiting list.

Eligibility

The verification that the individual or family meets one of the four eligibility categories will be conducted by the CoC or another partnering agency that makes direct referrals to the HRHA.

Other than cases where a family is requesting an emergency transfer in accordance with VAWA as outlined in the HRHA Emergency Transfer Plan, the HRHA will refer a family that is seeking EHV assistance directly from the HRHA to the CoC or other referring agency partner for initial intake, assessment, and possible referral for EHV assistance.

The CoC or other direct referral partner will provide supporting documentation to the HRHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

Income Eligibility

HUD permits the HRHA to use alternative income verification for the EHV that differs from the tenant based voucher program. HRHA may consider self-certification as the highest form of income verification at admission. Applicants who self-certify to their income must submit an affidavit attesting to reported income, assets, expenses and other factors which would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

Social Security Number Documentation and Citizenship Status

The HRHA requires that individuals must provide the required documentation of social security number and citizenship status within 180 days of admission to be eligible for continued assistance, pending verification. The HRHA may provide an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

Additionally, PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the HRHA will obtain a higher level of verification within 90 days of admission or verify the information in EIV.

Denial of Admission

The HRHA must deny admission for:

- (1) The HRHA must prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
- (2) The HRHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to EHV applicants.

The HRHA will deny admission for:

- If the HRHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
 - Violent criminal activity.

- Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

Unlike regular HCV admissions, HRHA may not deny an EHV applicant admission regardless of whether:

- If any member of the family has been evicted from federally assisted housing in the last five years.
- If a PHA has ever terminated assistance under the program for any member of the family.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- If the family engaged in or threatened abusive or violent behavior toward PHA personnel.
- If the family has been engaged in criminal activity or alcohol abuse as described in § 982.553.

Voucher Term

The initial term of the EHV must be a minimum of 120 day. Extension to the initial term of the voucher will be the same as that provided in the tenant based program detailed in Chapter 7 of this Administrative Plan.

Portability

The HRHA will not prohibit portability for non-resident applicants. In the event that the HRHA is a receiving PHA under portability, the HRHA will absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do so). If the HRHA does not have an EHV available to absorb the family, it will bill the initial PHA.

In addition to the applicable family briefing requirements as to how portability works and how portability may affect the family's assistance, the initial HRHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

Pre-inspection of HQS units

To expedite the leasing process, HRHA may pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units. If an EHV family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD-52517), the unit may be approved as long as it meets all other conditions under § 982.305. However, the family must be free to select their unit and cannot be required to accept a pre-screened unit.

Payment Standards

The HRHA will use the same payment standard for the EHV that is used for the tenant based program.

Changes in the Payment Standard

The HRHA may apply an increase in the payment standard for the leased EHV at interim re-examination or with an action to increase the owner rent following the effective date of the increase in the payment standard amount, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change.

HUD Provided Service Fees

HUD will allocate a one-time services fee to the HRHA to support its efforts in implementing and operating an effective EHV services program that will best address the needs of EHV eligible individuals and families in its jurisdiction. The HRHA has partnered with St. Joseph's Villa (SJV) and Commonwealth Catholic Charities (CCC) to provide any or all of the defined eligible uses to assist families to successfully lease units with the EHV's. The permitted use of this fee include the following activities.

- Housing Search Assistance to EHV families during their initial housing search

- Security Deposit/Utility Deposit/Rental Application/Holding Fee Uses needed to secure a rental unit
- Owner-related uses
 - Owner recruitment and outreach
 - Owner incentive and/or retention payments
- Other eligible uses
 - Moving expenses (including move-in fees and deposits)
 - Tenant-readiness services
 - Completing applications and obtaining supporting documentation to support referrals and applications for assistance
 - Assess and refer households to benefits and supportive services, where applicable
 - Essential household items
 - Renter's insurance if required by the lease

Termination of the EHV

The HRHA may not reissue the EHV when assistance for an assisted family ends. This means that when an EHV participant (a family that is receiving rental assistance under a HAP contract) leaves the program for any reason, the HRHA may not reissue that EHV to another family unless it does so no later than September 30, 2023.