

**NORTH EAST TEXAS HOUSING PARTNERS
FORMERLY THE HOUSING AUTHORITY
OF THE CITY OF PARIS**

**SECTION 8 HOUSING CHOICE
VOUCHER ADMINISTRATIVE PLAN**

Latest Revision
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I. INTRODUCTION

This Administrative Plan (Plan) has been prepared by North East Texas Housing Partners (PHA) in conformance with the requirements of 24 CFR § 982.54.

A. Objectives

The overall plan for the Section 8 Housing Choice Voucher (HCV) Program is designed to achieve four major objectives

1. To provide improved living conditions for low-income families while maintaining their rent payments at an affordable level
2. To promote freedom of housing choice and spatial de-concentration of low income and minority families
3. To provide decent, safe and sanitary housing for eligible Participants
4. To provide an incentive to private property landlords to rent to low income families by offering timely assistance payments and counseling to tenants on obligations under their lease

B. Purpose

The purpose of the Administrative Plan is to establish policies and procedures for administration of the HCV Program in accordance with the requirements of the regulations of the U. S. Department of Housing and Urban Development (HUD) found at

24 CFR § 5	Definition of Income, Income Limits, Rent, and Regular Re-examination of Family Income for the Section 8 Housing Assistance Payments Program and other Related Programs
24 CFR § 982	Section 8 Tenant-Based Assistance: Housing Choice Voucher (HCV) Program
24 CFR § 984	Section 8 and Public Housing Family Self-Sufficiency Program (<i>if applicable</i>)
24 CFR § 985	Section 8 Management Assessment Program (SEMAP)

The Plan also covers matters in which the PHA has discretion to establish local policies which are not covered under federal regulations.

C. Scope

The Plan covers both admission and continued participation in this program. The plan is presented in the sequence in which events usually occur in the HCV process. It is intended only to establish local policies for administration of the program and should not be considered an exhaustive treatment of the procedures by which these policies are implemented. By the adoption of this Plan, the Board of Commissioners authorizes the Executive Director to make HUD-authorized charges against the administrative fee reserve (24 CFR § 982.155). The PHA will develop (and revise when necessary) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Plan are administered correctly, fairly and uniformly by all program staff.

D. Amendments

The PHA is responsible for complying with all subsequent changes in HUD regulations pertaining to this program. If such changes conflict with this Plan, HUD regulations will have precedence. The Board of Commissioners of North East Texas Housing Partners will approve changes to the Plan with a copy sent to the Department of Housing and Urban Development (HUD).

II. FAIR HOUSING AND EQUAL OPPORTUNITY

A. Nondiscrimination and Affirmatively Furthering Fair Housing

The PHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing, and marketing the program to members of protected classes who are “least likely to apply”.

The PHA will not discriminate against any Applicant, Participant, or landlord because of race, color, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household (protected classes), sexual preference or gender identity; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. The PHA will not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible Applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all Applicants and Participants equally, providing the same quality of service, regardless of family characteristics and background. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including

1. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex
2. 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 spells out forms of prohibited discrimination
3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities
5. Age Discrimination Act of 1975, which establishes certain rights of the elderly
6. Title II of the Americans with Disabilities Act (ADA), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units, which are covered by Section 504)
7. Violence Against Women Act of 2005 and 2013 Reauthorization (VAWA)
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (HUD, 2/12)
9. Executive Order 13988
10. any applicable state laws or local ordinances

When more than one civil rights law applies to a situation, the laws will be read and applied together. The PHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, Applicants, or staff that may subsequently be enacted.

C. Equitable Treatment

The PHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified Applicant the opportunity to participate in the Housing Choice Voucher program
2. Provide housing that is different from that provided to others except when needed to provide person with disabilities special services to achieve equal access to programs.
3. Subject anyone to segregation or disparate treatment
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
5. Treat a person differently in determining eligibility or other requirements for admission
6. Steer an Applicant or Participant toward or away from a particular area based any of these factors
7. Deny anyone access to the same level of services
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
9. Discriminate in the provision of residential real estate transactions
10. Discriminate against someone because they are related to or associated with a member of a protected class
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Landlords

1. The PHA will ensure that families and landlords are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA will provide information to Applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods.

2. The Housing Assistance Payment (HAP) Contract informs landlords of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, disability, or actual or perceived sexual orientation or gender identity in connection with the contract.

E. Discrimination Complaints

1. If an Applicant or Participant believes that any family member has been discriminated against by PHA or an landlord, the family should advise PHA.
2. HUD requires the PHA to make every reasonable attempt to determine whether the Applicant's or Participant's assertions have merit and take any warranted corrective action.
3. In addition, the PHA will provide information to Applicants and Participants regarding housing discrimination complaints in the family briefing session and program packets.
4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to Applicants and Participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. The PHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "Reasonable Accommodations" to Applicants and Participants if they or any family members have a disability.
2. An Applicant or Participant with a disability may request information or an accommodation by contacting the PHAy at:

650 7th Street S.W. * Paris, TX 75460
Phone: 903-784-6651 * Fax: 903-784-6678

3. A Reasonable Accommodation is a modification or change PHA can make to its offices, methods or procedures to assist an otherwise eligible Applicant or Participant with a disability to take full advantage of and use PHA's programs, including those that are operated by other agencies in PHA-owned public space.

4. An accommodation is not reasonable if it:
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of PHA's program.
5. Subject to the undue burdens and fundamental alterations tests, PHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
6. To permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, PHA will comply with all requirements and prohibitions in applicable law.
7. Facilities and programs used by Applicants and Participants will be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by tenants with a full range of disabilities.
8. Documents and procedures used by Applicants and tenants will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable Applicants with learning or cognitive disabilities to understand as much as possible.
9. Examples of Reasonable Accommodations include, but are not limited to
 - a. Making alterations to a PHA office or administrative facility to make it fully accessible so it could be used by a family member with wheelchair
 - b. Permitting applications and re-examinations to be completed by mail
 - c. Conducting home visits instead of requiring Applicants and Participants to come to PHA offices
 - d. Using higher Payment Standards (either within the acceptable range, as an exception to the current Payment Standard up to 110 percent of the Payment Standard, or with HUD approval, of a Payment Standard above 110 percent of the Payment

Standard) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit

- e. Providing time extensions to locate a unit when needed because of lack of accessible units or special challenges of the family in seeking a unit
 - f. Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
 - g. Displaying posters and other housing information in locations throughout PHA's office in such a manner as to be easily readable from a wheelchair
 - h. Permitting a Participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted
 - i. Widening the door of a PHA-owned community room or public restroom so a person in a wheelchair may use the facility
 - j. Intervening with a landlord so that he/she will permit a Participant with a disability to make unit modifications as permitted by the Fair Housing Act
 - k. Making sure that PHA processes are understandable to Applicants and tenants with sensory or cognitive impairments, including but not limited to
 - 1) Making large type documents, Braille documents, cassettes or a reader available to an Applicant or tenant with a vision impairment during interviews or meetings with PHA staff
 - 2) Making a sign language interpreter available to an Applicant with a hearing impairment during interviews or meetings with PHA staff
 - 3) Permitting an Applicant or tenant to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with PHA if the individual desires such representation
 - 4) Permitting an outside agency or individual to assist an Applicant with a disability to meet the PHA's Applicant screening criteria
10. An Applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able
- a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

- b. to care for and avoid damaging the apartment and common areas;
- c. to use facilities and equipment in a reasonable way;
- d. to create no health, or safety hazards, and to report maintenance needs;
- e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or staff; and not to engage in drug-related criminal activity; and
- g. to comply with necessary and reasonable rules and program requirements of HUD and the PHA.

There is no requirement that they be able to do these things without assistance.

- 11. If an Applicant or tenant family member needs assistance with one of the essential obligations of tenancy, PHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance.
- 12. If an Applicant or tenant receives a referral to an agency or individual who can assist the Applicant or tenant with complying with the essential obligations of tenancy, the Applicant or tenant is not obligated to accept the service, but if refusing service results in a lease violation, the Landlord may terminate the lease and PHA may terminate assistance.
- 13. An Applicant or tenant family with a member who has a disability and needs or wants a Reasonable Accommodation may request it at any time.
- 14. The PHA may approve a Payment Standard of up to 120% of FMR without HUD's approval if the Payment Standard is required as a Reasonable Accommodation for a family that includes a person with a disability.
- 15. If an Applicant or tenant would prefer not to discuss the situation with the PHA, that is his/her right.

G. Effect of Reasonable Accommodation on Denial or Termination of Assistance

The PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of Reasonable Accommodation.

24 CFR § 982.552 (c)(2)(iv)

1. When Applicants with disabilities are denied assistance, the notice of denial must inform them of PHA's informal review process and their right to request a hearing. In addition, the notice must inform Applicants with disabilities of their right to request Reasonable Accommodations to participate in the informal hearing process. The process for requesting an Informal review is outlined in this document.
2. When a Participant family's assistance is terminated, the notice of termination must inform them of PHA's informal hearing process and their right to request a hearing and Reasonable Accommodation.
3. When reviewing Reasonable Accommodation requests, the PHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to PHA's decision to deny or terminate assistance. If a Reasonable Accommodation will meet the requirements, the PHA must make the accommodation

H. Providing Information in Languages other than English for persons with Limited English Proficiency (LEP)

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
4. All forms, written materials and recorded voice-mail messages used to communicate with prospective Applicants, Applicants and tenants will be available in any language spoken by five percent (5%) of the eligible population of the community. This includes documents related to intake, marketing, outreach, certification, re-examination and inspections.
5. Applicants and tenants with low English comprehension may furnish an interpreter to assist in communication with PHA. When an Applicant or

tenant needs interpretation services and a staff member of the PHA speaks the language needed, the staff member will provide translation services.

6. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
7. The PHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent (5%) of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

III. OUTREACH PROCEDURES

A. Family Outreach

The PHA publicizes and disseminates information, as needed, concerning the availability and nature of housing assistance for low-income families. Upon execution of an Annual Contributions Contract (ACC) for additional units, the PHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for Low Income families, unless application taking has been suspended according to HUD regulations or the waiting list is so large as to use all additional units.

The Notice must:

1. Advise families that applications will be taken at the designated office;
2. Briefly describe the HCV Program.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

B. Landlord Outreach

The PHA issues public invitations to landlords as needed to make dwelling units available for leasing by eligible families. On a continuing basis, the PHA will

welcome the participation of landlords of decent, safe, and sanitary housing units.

1. The Housing Staff of the PHA continues to make personal contact in the form of formal or informal discussions or meetings with private property landlords, property managers, and real estate agencies where rents are possibly within reach of the Fair Market Rent and Payment Standards including exception Payment Standards. Program requirements are explained and printed material is offered to acquaint the landlord/manager with the opportunities available under the program.
2. The PHA will specifically target those property landlords and managers who have rental units located outside areas of low income or minority concentration for personal contacts and invitations to any meetings encouraging landlord participation.
3. The PHA maintains a list of interested landlords and their property available for the HCV Program and updates this list monthly. As inquiries from prospective new landlords are called in, program staff records the necessary information on units and makes it available to prospective Participants upon request.
4. As an effort to expand housing choice, the PHA may offer to conduct inspections on potential new rental units to the program without a request for tenancy approval submitted

IV. ADMISSION STANDARDS

Applicants must meet basic eligibility requirements listed below at the time of selection from the Waiting List; otherwise, the Applicant will be determined ineligible and removed from the list. Applicants determined ineligible will be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

PHA will consider all Applicants for admission who meet all of the following conditions and requirements established by HUD:

1. Applicant must qualify and document their status as a Family, Elderly Family, Disabled Family, or a Single Person as defined herein. Families of more than one person must submit documentation that they comply with PHA's definition of "Family."

2. The Family's Annual Income must be documented and may not exceed the HUD-determined Income Limits for the Family size.
3. The Family must not own net family assets worth more than \$100,000.
4. The Family must not own a house that they could live in
5. The Family must provide acceptable documentation of Social Security numbers for all family members except those who do not have social security numbers or who do not contest their immigration status.
6. The family must contain at least one documented U.S. citizen or eligible non-citizen. A family with an ineligible member is considered a "Mixed Family." (In such a case, the subsidy standard will be based on the actual household member(s) and the Housing Assistance Payment (HAP) will be prorated to assist only the eligible members of the Family).
7. Full-Time College Students of legal age or an emancipated minor under state law that meet the following criteria as stated in PIH Notice 2005-16.
8. The family must not be receiving assistance under the issuing Agency's Public Housing Program

B. Additional HUD Eligibility Criteria

PHA will use the following standards to deny admission and/or terminate assistance to the Section 8 Program.

1. Drug Related Eviction: PHA will review residential history to determine if the Family has lived in federally assisted housing, and deny admission if any Family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within five (5) years of the application date. An exception may be made if the member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.
2. Illegal Drug Use: PHA will deny admission to any Family if there is a reason to believe that a Family member uses or sells illegal drugs or is engaged in drug-related criminal activity; or that a Family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants. This requirement may be waived if the Family demonstrates to PHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.

3. Conviction for Methamphetamine Production: PHA will permanently deny admission to Families if an adult member has been convicted for the manufacture of Methamphetamine (also known as speed) in Federally assisted housing.
4. Sex Offenders: PHA will permanently deny admission if any member is subject to a lifetime registration requirement as a sex offender. PHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
5. Alcohol Abuse: PHA will deny admission if there is reason to believe that any Family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants. This requirement may be waived if the Family demonstrates to PHA's satisfaction that he or she no longer abuses or misuses alcohol and:
 - a. has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Dept. of Health and Human Services or other state program if Applicant is from another state; or
 - b. is participating in a supervised alcohol rehabilitation program.
6. Violent Criminal Activity: PHA will deny admission to any Family if there is reason to believe that a Family member engaged in any of the following acts:
 - a. Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim) or
 - b. Any activity involving the use of weapons against persons or property.
7. Crimes That Threaten the Peace, Health and Safety of Others: PHA will deny admission to any Family if there is reason to believe that a member of the Family has engaged in any activity that threatens the peace, health and safety of others.

C. Screening for Suitability

1. PHA will complete a criminal background check on all Applicants 18 years of age or older. Criminal check will be conducted according to the PHA's Criminal Screening Policy. An arrest that is not backed up by additional data on criminal activity will not be used to disqualify Applicants.
2. In the event of receipt of any unfavorable information regarding conduct of the Applicant or a household member of an Applicant family, the PHA will give consideration to the time, nature and extent of Applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects in determining eligibility of the Applicant. Factors to be considered will include:
 - a. Evidence of rehabilitation;
 - b. Evidence of Applicant family's participation or willingness to participate in social service or other appropriate counseling service programs and the availability of such program;
 - c. Evidence of the Applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
 - d. Willingness to exclude a family member who falls into one of the categories in B above.
 - e. Evidence that criminal activity relates to a domestic violence situation. See Violence Against Women Act Policy, which is incorporated into this policy by reference.
3. The PHA may, where a statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
4. Live-in aides - At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if:
 - a. the person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
 - b. the person commits drug-related criminal activity or violent criminal activity; or

- c. the person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Act.

D. Debts Owed to PHAs

1. Applicants to the HCV program must be free of any debts to the PHA or another housing authority before being admitted to the program.
2. Families participating in PHA rental assistance programs may not be indebted to PHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. In some instances, Participants may be permitted to repay their debt in installments.

E. Public Housing and Former Program Participants

Applicants moving from PHA Public Housing developments will be screened using the same procedures as Applicants from the Waiting List. Additionally, the record of former HCV Participants will be researched for possible program violations. The following violations are grounds for denial of admission.

1. While participating in the HCV Program, the Family violated any Family Obligation, as set forth in 24 CFR § 982.551 as amended. An exception may be granted if the Family member who violated the Family Obligation is not a current member of the household.
2. No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
3. The Family must have paid any outstanding debt owed PHA or another housing authority as a result of prior participation in any federal housing program.
4. Families entering the HCV Program from PHA conventional housing programs must be in good standing under the terms of PHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.

5. Families assessed a debt to PHA, prior to HCV HAP being executed on their behalf will be required to pay the Public Housing debt in full. If a Family is unable to pay a debt in excess of \$500, the Family may be offered the opportunity to enter into an agreement to repay the amount owed. Under such an agreement, PHA will require payment of 25% of the debt at the execution of the agreement, and offer the Family a promissory note to repay the remaining balance within twelve (12) months. Failure to make payments under the agreement is grounds for program termination.
6. No Family member may have been evicted from Public Housing for non-payment of rent during the past 60 months.
7. No Family member may have engaged in or threatened abusive or violent behavior toward PHA personnel during the past 60 months.

V. APPLICATIONS AND WAITING LIST MANAGEMENT

A. Accepting Applications

1. Applications will be taken on a Wednesday between the hours of 7:30 – 5:30, when the waiting list is open.
2. Applications may be mailed to Applicants who are unable to apply in person.
3. As completed applications are returned they will be stamped with the current date and time which will be used to determine position on the PHA's waiting list.
4. Applicants who do not return a completed application will not be placed on the waiting list until the application is complete.
5. Applicants will be contacted for assistance according to date and time of the application received by the PHA. The only exception to this will be to contact more extremely low income Applicants to comply with federal regulations stating that 75% or more of new admissions during the PHA's fiscal year will have incomes below 30% of the area median (extremely low income limit).

B. Establishing the Waiting List

1. All Applicants determined eligible will be placed on the waiting list by application number.
2. Sexual Orientation/Gender Identity: The PHA may not inquire about the sexual orientation or gender identity as a routine part of the application process. However, this prohibition does not prohibit lawful inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.
3. Waiting list will contain the following information for each Applicant
 - a. Applicant name
 - b. Family unit size (number of bedrooms for which family qualifies under PHA occupancy standards)
 - c. Date and time of application
 - d. Qualification for any local preference
 - e. Racial and ethnic designation of the head of household
4. Receipt of all applications will be acknowledged by letter or postcard. The letter will inform the Applicant whether, on the basis of the information provided, the family has been determined eligible for the Housing Choice Voucher program.
5. Applicants determined eligible will be advised of their application number. The letter will further advise Applicants that it is their responsibility to notify PHA of any change in address or status. If this notice or an appointment letter to the Applicant is returned as undeliverable, the Applicant will be withdrawn from the waiting list.
6. Applicants determined ineligible will be notified of the reason for the determination, and of their right to request an informal review to contest the ineligibility determination.
7. If, as a result of the review, the Applicant is determined eligible, his/her name will be added to the waiting list in order of application number of the original application.

8. The PHA will, from time to time, contact Applicants to determine whether they are still interested in receiving HCV assistance and/or to update information on their application. Applicants who fail to respond to such inquiries as required will be withdrawn from the waiting list.
9. Applicants who are withdrawn from the waiting list for failing to respond to any inquiry from PHA will not be reinstated, unless the reason for their failure to respond is verified to be related to their disability.

C. Closing the Waiting List

1. Any decision to close the waiting list, or to reopen the waiting list, will be approved by PHA's Executive Director.
2. PHA's waiting list for the HCV Program will remain closed until the PHA determines that the number of Applicants remaining on the list is insufficient to provide all the Applicants needed for the next 12 months.
3. The number needed will be based on
 - a. the number of Vouchers available or expected to become available over the next twelve months;
 - b. the experience of the PHA regarding the number of Applicants who are expected to successfully complete the process of establishing their eligibility; and
 - c. the number of eligible Applicants who are expected to successfully lease units under the Voucher Program. The PHA's goal is to keep its utilization rate as high as possible.
4. At such time as PHA determines that the list is to be reopened, public notice of the opening will be made in the local newspaper of general circulation, and through such other media as are determined necessary to reach potentially eligible households not otherwise likely to apply. The public notice will state the dates and times and the method by which applications will be accepted.

D. Applicant Selection

1. Notwithstanding an Applicant's application number, PHA will select Applicants from the waiting list as follows:
 - a. At least 75% of the units leased through the Housing Choice Voucher Program in any fiscal year will be provided to families with incomes below 30% of area median income; and
 - b. Up to 25% of the units leased during the same period may be to families with incomes between 31% and 50% of area median income.
2. Certain families may, at the time of admission, have incomes between 51% and 80% of the area median (Low Income) because they do not count against the 25%-75% income targeting requirement nor the income limits. These include:
 - a. Families continuously assisted in Public Housing or HCV.
 - b. Families physically displaced by rental rehabilitation.
 - c. Non-purchasing tenants of certain homeownership programs.
 - d. Tenants displaced from certain Section 221 and 236 projects.
 - e. Low-income families residing in certain HUD-owned projects.
3. Single Applicants who are elderly or disabled single persons will be assisted before other single persons.
4. This income tier targeting requirement does not apply to a low-income family that is "continuously assisted" under the 1937 Act, or to a low-income or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.
5. For Section 8 project-based assistance, (which includes moderate rehabilitation and new construction or substantial rehabilitation project-based assistance), not less than 40% of the new admissions to a specific project must have incomes at or below 30% of the area median income. Other admissions to a specific project must be at or below 80% of the area median.

6. Establishment of PHA local preferences (*PHA discretion*)

The PHA may establish a system of local preferences for selection of families admitted to the program (see 24 § 982.207 for guidance). The system of local preferences must be consistent with the PHA plan (24 CFR § 903) and with the consolidated plans for local governments in the PHA jurisdiction. The PHA system of local preferences must be based on local housing needs and priorities, as determined by the PHA and must be addressed in the PHA's Annual Plan.

VI. PRIVACY RIGHTS OF FAMILIES

All adult members of Applicant families are required to sign the Federal Privacy Act Statement, HUD Form 9886-A, at admission. Further, as children in the family turn 18 or adults are added to the family with the landlord's and PHA's permission they must sign the HUD form 9886-A. Pursuant to HOTMA (Housing Opportunity Through Modernization Act) this form is required to be signed only once at admission. This form in conjunction with the HUD 50058 form states under what conditions HUD will release Participant and landlord information.

The PHA's policy regarding release of information is:

1. To release pertinent family information only in accordance with the signed "blanket" release
2. To release information on amounts owed to the PHA for claims paid and not reimbursed by family
3. To release information on amounts owed to the PHA for prior overpayment of assistance.
4. To furnish prospective landlords:
 - a. The family's current address (as shown in the PHA records)
 - b. The name and address (if known to the PHA) of the landlord at the family's current and prior address.
 - c. Information in the PHA possession about the tenancy history of family members.

- d. Information in the PHA possession about drug-trafficking by family members.

VII. INCOME DETERMINATION

A. Annual Income

Annual income includes all amounts not specifically excluded in the list of excluded income below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

1. the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services
2. the net income from the operation of a business or profession
3. net income from capital assets defined as significant pieces of property such as homes, cars, investment properties, stocks, bonds
4. interest, dividends, and other net income of any kind from real or personal property (assets). Actual and determinable income from all assets is included in total income.

Figuring asset income, pursuant to HOTMA:

Net Family Assets Scenario	Actual Income	Imputed Returns	Amount Included in Income
Assets of \$50,000 or less	Included	Not calculated	Actual income only
Exceeds \$50,000 and actual income can be computed for ALL assets	Included	Not calculated	Actual income only
Exceeds \$50,000 and NO actual income can be computed	N/A	Calculated using HUD passbook rate for all assets	Imputed returns for all assets
Exceeds \$50,000, but actual income can only be computed for some assets	Included for assets that can be computed	Calculated for any remaining assets where actual income cannot be computed	Actual income that can be computed AND imputed returns for all remaining assets that cannot be computed

5. full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts
6. lump-sum amount or prospective monthly amounts for the delayed start of

a pension or annuity

7. TANF (Temporary Assistance for Needy Families) - received by or on behalf of any family member
8. payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided under income exclusions)
9. periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling
10. all regular pay, special pay, and allowances of a member of the Armed Forces (except for hostile fire pay, which is excluded below)
11. amounts of student scholarships and grants-in-aid for family members IN EXCESS of amounts received under the Higher Education Act of 1965, from private sources, or from an institution of higher learning for
 - a. tuition
 - b. required fees
 - c. books
 - d. necessary equipment
 - e. room and board for students attending an educational institution too far from home to commute
12. student financial assistance that is
 - a. provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship)
 - b. gifts from family and friends

B. Excluded Income (from 24 CFR § 5.609)

Annual income does not include the following

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined
2. The following types of trust distributions:

- a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets
 - 1) Distributions of the principal or corpus of the trust; and
 - 2) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
 - b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under the 18 years of age
 4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments
 5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation
 6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member
 7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled
 8. Income of a live-in aide, foster child, or foster adult
 9. Student financial assistance
 - a. Any assistance that Section 479B of the Higher Education Act of 1965, as amended, requires be excluded from a family's income; and
 - b. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher

education (as defined under Section 102 of the Higher Education Act of 1965) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. (for additional details, see 24 CFR § 5.609 b. 9.)

10. Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government
11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
12. 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)
13. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (*e.g.*, special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
14. Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.
15. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff
16. 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
17. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent
18. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent

19. 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
20. Payments related to aid and attendance to veterans in need of regular aid and attendance
21. 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
22. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit
23. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
24. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
25. Replacement housing "gap" payments made that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.
26. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

- a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
 - b. Direct Federal or State payments intended for economic stimulus or recovery.
 - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - e. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
 - g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
27. Civil rights settlements or judgments, including settlements or judgments for back pay.
28. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
29. Income earned on amounts placed in a family's Family Self Sufficiency Account.
30. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
- a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business

or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

- b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

31. Federally Mandated Income Exclusions (*updated periodically in Federal Register--latest, 2/5/24*)

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- b. Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Service Act of 1973, are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service appointed under 42 U.S.C. 12561c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater.
- c. Certain payments received under the Alaska Native Claims Settlement
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- g. The first \$2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission.

- h. Amounts of student financial assistance funded under title IV of the Higher Education Act of 1965 including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs. *For Section 8 programs only, any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965), shall not be considered income to that individual if the individual is over the age of 23 with dependent children.*
- i. Payments received from programs funded under Title V of the Older Americans Act of 1965
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent Orange Product Liability Litigation, M.D.L. No. 381
- k. Payments received under the Maine Indian Claims Settlement Act of 1980
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, Section 101 of the Housing and Urban Development Act of 1965, and Sections 221(d)(3), 235, and 236 of the National Housing
- n. The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990

- q. Any allowance paid to children of Vietnam veterans born with spina bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean and Thailand service veterans born with spina bifida is excluded from income
- r. Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime
- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014
- t. Any amount received under the Richard B. Russell School Lunch Act and the Child Nutrition Act of 1966, including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC).
- u. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990
- v. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts
- w. Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 Section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA)
- x. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010

- y. Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended
- z. Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013–1 and 2013–55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013–1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds
- aa. Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by States, local governments, and disaster assistance organizations
- bb. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014
- cc. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act of 2021.

C. Net Family Assets

1. Valuing Assets

- a. Net Family Assets is defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment.
- b. In determining net family assets the PHA must include the value of any business or family assets disposed of by an

Applicant or tenant for less than fair market value (including a disposition in trust, but not in foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefor.

- c. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the Applicant or tenant receives consideration not measurable in dollar terms.
- d. Negative equity in real property or other investments does not prohibit an landlord from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.
- e. Excluded from the calculation of net family assets are
 - 1) The value of necessary items of personal property
 - 2) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which will be adjusted by HUD in accordance with the Consumer Price Index)
 - 3) The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans (pensions), and retirement plans for self-employed individuals.
 - 4) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
 - 5) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.
 - 6) The value of any Coverdell education savings account under Section 530 of the IRS code, the value of any qualified tuition program under Section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the value of any "baby bond account created, authorized or funded by Federal, State or local government.
 - 7) Interests in Indian trust land

- 8) Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.
- 9) Family Self Sufficiency accounts.
- 10) Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family (deducted from total value of assets).
- 11) An irrevocable trust.
- 12) Items listed in the Federally Mandated Income Exclusions

2. Restrictions on Assistance to Families Based on Assets

Assistance under the Section 8 (tenant-based and project-based) programs may not be provided to any family if

- a. the family's net assets are greater than \$100,000 (this amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); or
- b. the family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to
 - Any property for which the family is receiving assistance in a manufactured home or under the Section 8 Homeownership Option
 - Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property
 - Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking
 - Any family that is offering such property for sale
- c. A property will be considered "suitable for occupancy" unless the family demonstrates that it

- does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
- is not sufficient for the size of the family;
- is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA;
- is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

D. Figuring Total Family Annual Income

1. Annualizing Earned Income

- a. The method that the PHA uses to determine Annual Income depends on how the information is presented and verified. If the verification is for a period other than a full year, the PHA must convert the reported income to an annual figure. The PHA should use the following calculations
 - Multiply weekly amount by 52
 - Multiply bi-weekly amount by 26
 - Multiply bi-monthly amount by 24
 - Multiply monthly amount by 12
 - Multiply annual hours in a 40 hour work week by 2080
 - Multiply quarterly amounts by 4
- b. If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), the PHA may use the annualized income anticipated for a shorter period, subject to an Interim adjustment at the end

of the shorter period. (This method would be used, for example for school bus drivers or teachers who are paid for only nine months or for tenants receiving unemployment compensation.)

- c. The PHA should never be arbitrary in adopting a method for calculating income or assume circumstances that do not exist.
- d. Projections of Annual Income will be based on the best available information, with due consideration to the past year's income, current income rate and effective date, and will include estimates for each income recipient in the family group.
- e. The income of irregular workers will be estimated on the basis of the best information available, with due consideration to earning ability and work history. Some PHAs have success in requiring the tenant to report actual income quarterly and adjusting the rent to reflect that actual (albeit one quarter behind).
- f. When the PHA cannot readily anticipate income based on current circumstances, the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results to establish annual income.
- g. Rationale for why current circumstances were not used will be documented in the family file.
- h. If the PHA has verified an upcoming increase or decrease in income, income will be figured by applying each income amount to the appropriate part of the 12-month period
- i. If the family presents information that demonstrates that implementing a change before the effective date would create a hardship for the family, the PHA will calculate income using current circumstances and then conduct an interim re-examination when the change actually occurs.

2. When an Applicant Reports Zero Income

- a.. If the tenant has a car, a telephone, smokes, uses disposable diapers on a baby, or has other evidence of

some form of income, the Applicant will be asked to explain the source of income supporting cash expenditures when zero income is present.

- b. Many Applicants and tenants may be unaware that regular contributions (even non-cash contributions) to the household would be considered income if they are not for food or medical expenses.
- c. Example: if someone who is not a household member pays the telephone bill every month, or buys gas, tires and insurance for the car, these contributions would be considered income. A family budget or statement of financial responsibility may be required from the Applicant. Investigations may include ordering a credit report on the tenant.

3. Other Income

- a. Overtime Income will be computed in accordance with verification obtained from the employer, in the absence of more reliable or accurate information.
- b. If Medicare or other periodic receipts have deductions taken out of gross benefit, the gross amount is used in determining income amount, NOT the net amount after the deduction.
- c. If the family's gross income is being garnished for any reason (e.g., child support, IRS), the full amount of the income is still counted.
- d. Bonuses and commissions
 - 1) For persons who regularly receive bonuses or commissions, the PHA will average amounts received for the two years preceding admission or re-examination
 - 2) If only a one-year history is available, the PHA will use the prior year amounts.
 - 3) If family can provide credible justification for not using this history to anticipate future amounts, PHA will use the family's estimate of future

earnings.

- 4) If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer
- e. Net income from the operation of a business or profession.
- 1) Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining net income.
 - 2). An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.
 - 3) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- f. Net income from capital assets defined as significant pieces of property such as homes, cars, investment properties, stocks, bonds
- 1) Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income.
 - 2). An allowance for depreciation is permitted only for straight line depreciation.
 - 3) Any withdrawal of cash or assets from an investment will be included as income, except to the extent the withdrawal is reimbursement of cash or asset invested by the family
- g. Imputed Welfare income
- 1). If the family's TANF grant is reduced as the result of fraud, failure to participate in an economic self-sufficiency program or failure to comply with a work requirement, the amount by which the grant has been reduced is counted as "imputed welfare income." This imputed income is included in family income.

- 2). Before determining annual income when there has been a reduction, the PHA must receive written verification from HHS that the benefit reduction was caused by noncompliance or fraud, before denying a family's request for a re- examination of income and rent reduction.
- 3) If the reduction in TANF is due to the lifetime limit expiring or a situation where the family has complied with the program requirements but cannot obtain employment, the actual reduction will be taken into account in figuring income.
- 4) The amount of imputed welfare income is offset by income from other sources that starts after the sanction is imposed.
- 5) If the family has found employment in the time between the sanction and the income certification, the new employment income would be subtracted from the imputed welfare income.
- 6) If the new employment income is greater than the imputed welfare income, the imputed welfare income amount would no longer be included

VIII. DEDUCTIONS AND ADJUSTED INCOME

A.. Mandatory Deductions

1. \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25. This deduction is for each member of the family residing in the household (other than the head of household, or spouse, Live-In Aide, foster adult or foster child)
 - a. who is under eighteen (18) years of age or
 - b. who is eighteen (18) or older and disabled, handicapped or a full-time student

2. \$525 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25
3. Unreimbursed health and medical care expenses of any elderly family or disabled family, to the extent the expenses exceeds ten (10) percent of annual income
4. Unreimbursed disability assistance expenses (reasonable attendant care and auxiliary apparatus) for each member of the family who is a person with a disability, to the extent the expenses exceed ten (10) percent of annual income and enable any member of the family (including the member who is a person with a disability) to be employed
5. For Elderly and/or Disabled families only - if they have both medical and disability expense, the sum of the two, to the extent the expenses exceed ten (10) percent of annual income.
6. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education

B. How Deductions are Calculated

The PHA will use current circumstances to anticipate expenses. When costs are expected to fluctuate (e.g., childcare and medical expense) the PHA will estimate costs based on historic data and known future costs.

1. Unreimbursed Medical Expense Deduction

- a. Medical expense deductions are allowable ONLY for families whose head, spouse or co-head is at least 62 or is a person with disabilities. HOWEVER, the medical expenses of all family members are counted.
- b. Unreimbursed medical expenses may be deducted to the extent that alone or in combination with any disability assistance expense, they exceed 10% of Annual Income. Unreimbursed means that the expenses are not covered by insurance or some other source.
- c. Expenses can include but are not limited to

- Laboratory fees, X-rays and diagnostic tests, costs for blood, and oxygen
 - Services of health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, hospitals, clinics, etc.)
 - Medical insurance premiums (including Medicare) and the insurance deductible
 - Prescription and non-prescription medicines (the need for non-prescription medicines must be verified by a licensed medical professional)
 - Transportation to/from treatment including the actual cost (e.g., bus fare) or if driving by car, a mileage rate based on IRS rules or other accepted standard
 - Medical care of a permanently institutionalized family member IF his/her income is included in Annual Income
 - Dental treatment including fees paid to the dentist for cleaning, fluoride treatments, sealants, X-rays, fillings, braces, extractions, dentures
 - Glasses and contact lenses
 - Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs
 - Attendant care or periodic attendant care
 - Payments on accumulated medical bills (that will be due in the year for which annual income is computed) for the services of physicians, nurses, dentists, opticians, mental health practitioners, chiropractors, hospitals, health maintenance organizations (HMOs), out-patient medical facilities, and clinics
 - Expenses paid to an HMO
 - Purchase or rental and upkeep of equipment (e.g., where there are tenant paid utilities, the additional utility costs to the tenant because of an oxygen machine)
 - Skilled, semi-skilled, and unskilled nursing services
 - Costs for premiums for long term care insurance
 - A service animal and the upkeep and care of the animal
 - Any other medically necessary service, apparatus or medication, as documented by third-party verification
- d. Medical expenses are expenses anticipated to be incurred during the 12 months following certification or re-examination. The allowance is NOT intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated expenses during the coming year.

- e. When expenses anticipated could be defined as either medical or disability assistance, the PHA will consider them medical expense unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.
- f. The deduction is calculated by subtracting 10% of Annual Income from the total expense

2. Unreimbursed Disability Assistance Expense Deduction

- a. The amount that may be deducted is the annual unreimbursed expenses of attendant care or apparatuses, to the extent they exceed 10% of Annual Income.

Expenses can include but are not limited to

- in-home care, adult daycare, nursing, house-keeping, personal care and errand services, interpreter for hearing impaired, or a reader for personal with visual disabilities.
 - wheelchairs, walkers, scooters, reading devices, equipment added to cars and vans, or service animals
 - cost of maintenance and upkeep of any auxiliary apparatus added to a car
 - cost of vet, grooming and food costs for a service animal
- b. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.
 - c. A deduction for attendant care and auxiliary apparatus for a disabled family member may be allowed if expenses
 - are necessary to enable a family member 18 years or older to work;
 - are not paid to a family member or reimbursed by an outside source; or
 - in combination with any medical expenses, exceed ten (10) percent of Annual Income.
 - d. The PHA will determine the reasonableness of the expenses based on typical costs of care or apparatus in the locality

by periodically collecting information from organizations that provide services and support to persons with disabilities.

- A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work.
 - If both Childcare and a Disability expense are needed to enable a person in the family to work, the employment income used to justify the childcare allowance for employment purposes may NOT also be used to justify a disability allowance.
- e. In evaluating the family's request for this deduction, the PHA 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
 - any special needs of the person with disabilities that might determine which family members are enabled to work
- f. When the PHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members' incomes.
- g. The deduction is calculated by subtracting 10% of Annual Income from the total expense.

3. Deduction When Family Qualifies for Both Medical and Disability Assistance

- a. Families with a head or spouse who is elderly or a person with a disability can potentially receive

both the unreimbursed medical and the unreimbursed disability expense deductions.

- b. When both medical and disability expenses are verified, the ten (10) percent deductible from Annual Income is subtracted from the sum of the two

4. Childcare Deduction

- a. Childcare expenses are defined as the unreimbursed amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed.
- b. When verifications have determined that childcare expense is for allowable purposes, the amount deducted will reflect reasonable charges for childcare.
 - The PHA may have different amounts determined to be reasonable for differing types of childcare.
 - PHA will keep in mind when setting the "reasonable cost limits" that infant care and childcare for late shift workers is almost always more costly than daytime care.
 - In determining the allowable deduction, PHA will take into account the following factors
 - whether or not the family is receiving subsidies for childcare from local social service agencies and how much is being subsidized
 - how the schedule for the claimed activity (for which childcare is needed) relates to the hours of care provided
 - the time required for transportation
 - the relationship of the family member(s) to the child
 - any special needs of the child that might help determine which family member is enabled to pursue an eligible activity
 - Other considerations

- In the case of childcare necessary to permit employment, the amount deducted will not exceed the amount of employment income that is included in Annual Income. In the case of EID recipients, the income amount being counted due to the disallowance is what is used as the cap.
- In the case of a family member using childcare for furthering education, the family member need not be attending full time, but the time spent in educational activities must be commensurate with the childcare claimed. Unlike the employment related portion of the deduction, childcare costs for education purposes are not capped by the amount earned.
- The PHA should not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide childcare.
- When more than one family member works, the PHA will determine which member is being enabled to work because childcare is provided. A good general rule is to assume that the childcare expenses enable the lowest paid individual to work.
- If a tenant claims to be paying for childcare provided by an extended family member (who is not a Public Housing tenant), the PHA may wish to verify that the child care provider is actually receiving payments by asking to review the childcare provider's income tax return or cancelled checks.

c. Childcare expenses DO include

- Childcare expenses for foster children
- Payments to a relative who does not live in the family's unit but provides childcare
- Expenses incurred for supervised activities after standard

school hours or during school holidays, e.g. summer day camp, after-school sports league, are allowable forms of child care

d. Childcare expenses DO NOT include

- child support payments made to another on behalf of a minor who is not living in the family's household
- costs of general housekeeping and personal services also provided by a childcare provider (amounts will be prorated)
- childcare amounts paid to a family member who lives in the family's unit

C. Hardship Deductions

1. Phased-in Relief - for families affected by the statutory increase (from 3% to 10%) in the threshold to receive health and medical care expense and reasonable attendant care and auxiliary apparatus expense deductions from annual income.

- a. To receive the hardship relief the family must have received a deduction from annual income because their sum of expenses exceeded 3 percent of annual income as of January 1, 2024.
- b. Form of relief
- deduction totaling the sum of the expenses that exceed 5 percent of annual income
 - Twelve months after the relief is provided, the family must receive a deduction totaling the sum of expenses that exceed 7.5 percent of annual income.
 - Twenty-four months after the first relief is provided, the family must receive a deduction totaling the sum of expenses that exceed 10 percent of annual income.

- c. A family may request additional hardship relief prior to the end of the twenty-four-month transition period under "General Relief" below.

2. General Relief - provides financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing a financial hardship.

- a. To receive hardship relief under this section, a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased or the family's financial hardship is a result of a change in circumstances (as defined by the PHA) that would not otherwise trigger an interim re-examination.
- b. General Relief is available regardless of whether the family previously received phased-in relief deductions, is currently receiving phased-in relief, or previously received phased-in relief.
- c. The family will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income.
- d. The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier.
- e. PHA may, at its discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues.

3. Exemption to continue childcare expense deduction

- a. A family whose eligibility for the childcare expense deduction is ending may request a financial hardship exemption to continue the child care expense deduction.
- b. The PHA must recalculate the family's adjusted income and continue the childcare deduction if the family demonstrates to the PHA's satisfaction that the family is unable to pay their rent because of

- loss of the childcare expense deduction, and
 - the childcare expense is still necessary even though the family member is no longer employed or furthering his or her education.
- c. The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days.
- d. PHA, at its discretion, may extend such hardship exemptions for an additional 90-day period.

IX. VERIFICATIONS

A. Using Means-Tested Forms of Public Assistance (*new from HOTMA*)

1. PHA may determine the family's income prior to the application of any deductions applied, based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:
 - TANF
 - Medicaid
 - The Supplemental Nutrition Assistance Program (SNAP)
 - The Earned Income Tax Credit
 - The Low-Income Housing Credit
 - The Special Supplemental Nutrition Program for Woman, Infants, and Children
 - Supplemental Security Income (SSI)
 - Other programs administered by the Secretary
 - Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding
 - Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through the Federal Register

2. If a PHA intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance the PHA or landlord must obtain it using the appropriate third-party verification.

3. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the PHA or landlord must calculate annual income in accordance with existing HUD regulations.
4. The verification must indicate the tenant's family size and composition, indicate the amount of the family's annual income. meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.

B. General Policies

1. As families approach the top of the Waiting List, no earlier than ninety (90) days prior to offer, the PHA will begin to verify the following items according to the PHA's *Verification Procedures* and in accordance with verification guidance provided by HUD in PIH Notice 2004-01 and any subsequent guidance issued by HUD.
 - a. Family Composition and type
 - b. Social Security Numbers of all Family Members
 - c. Citizenship or eligible immigration status
 - d. Annual Income
 - e. Assets and Asset Income
 - f. Deductions from Income
2. Verification Procedures will be modified as needed to accommodate persons with disabilities.
3. The PHA will handle information obtained through the verification process in accordance with the PHA's *Records Management Policy*.
4. Applicants/tenants will not be charged for any cost related to verification of information.
5. Consent Forms: Applicants must cooperate fully in obtaining or providing the necessary verifications.
 - a. All adult Applicants must sign form HUD-9886-A, Authorization for Release of Information. Pursuant to HOTMA, this form needs to be signed only once by applicable family members. The purpose of

this form is to facilitate automated data collection and computer matching from specific sources. This form covers only release of information on earned income and unemployment income to the PHA and IRS/SSA information to HUD.

- b. Only HUD is authorized to collect information directly from IRS and Social Security Administration.
 - c. Adult family members will be asked to sign releases on other forms as needed to collect information to determine family's eligibility and level of assistance.
 - d. If any family member who is required to sign a consent form fails to do so, the PHA will deny admission to Applicants and terminate assistance of existing tenants. The family may request an informal hearing in accordance with Section XXIII.
6. The PHA is authorized by HUD to use five methods to verify family information, in the following order of priority
- a. Up-front Verification whenever available
 - b. Third-Party Written Verification
 - c. Third-Party Oral Verification
 - d. Review of Documents
 - e. Self-Certification
7. When up-front verification is not available, the PHA will diligently seek third-party verifications using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely manner. (24 CFR § 960.259(c)(1))
8. The PHA will document the reasons when the PHA uses a lesser form of verification than third-party.
9. When Third-Party Verification is not required
- a. When legal documents are the primary source, such as birth certificates or other legal documentation of birth, third-party verification is not required.

- b. The PHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.
- c. The PHA will use review of documents instead of third-party verification when the market value of an asset is less than \$500 annually and the family has original documents that support the declared amount.
- d. When it is known that an income source does not have the ability to provide written or oral third-party verification, e. g., the source's privacy rules prohibit the source from disclosing information, the PHA will rely on viewing of documents.
- e. The PHA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense and the family has original documents that provide the necessary information. If the family cannot provide the original documents, the PHA will pay the service charge required unless it is not cost effective. (cost of postage and envelopes to obtain third-party verifications is NOT considered unreasonable cost.)

10. Self Certification

- a. The PHA may require a family to certify that a family member does not receive a particular type of income or benefit.
- b. The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.
- c. Certifications must be signed in the presence of an PHA representative.

11. Verification Documents

- a. Any family-supplied documents used for verification must be originals, not photocopies, which are no more than sixty (60) days old.
- b. Documents must not be damaged, altered or illegible.
- c. The PHA will accept a document dated up to six (6) months before the effective date of the family's re-examination if the document represents the most recent scheduled report from a source, e.g., if the holder of a pension annuity provides semi-annual reports, the PHA would accept the most recent report.

- d. Print-outs from Internet pages are considered original documents.
 - e. Staff members who view an original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed. The staff member must then sign the copy.
 - f. Family self-certifications must be made in a format acceptable to the PHA and must be signed in the presence of an PHA representative.
12. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA followed all of the PHA's policies and procedures for verification. The documentation should allow a staff member or HUD reviewer to understand the process followed and conclusions reached.
13. The income of a family on fixed or partial fixed income will be third-party verified every three (3) years except the PHA will annually use COLA percentages and interest rates rather than independent verification every third year.
14. Age of Verifications
- a. Only verified information that is less than ninety (90) days old may be used for certification or re-certification.
 - b. Verified information that is more than ninety (90) days old must be re-verified before the family is housed.
 - c. Verified information not subject to change, such as birth dates need not be re-verified at re-examination.
15. All information provided to the PHA relating to incidents of violence, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, will be retained in confidence by the PHA and will be neither entered into any shared database nor provided to a related entity, except to the extent that the disclosure is (1) requested or consented by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

C. Social Security Numbers

1. Families are required to provide a Social Security Number for all family members prior to admission.
2. If a Family member does not have the original Social Security card issued by the Social Security Administration, PHA will accept photo identification and verification of the number from the Social Security Office.
3. If a child-under-six is added to the family in the six-month period prior to the date of Voucher issuance, then documentation verifying the child's social security information need only be supplied within 90 days of the effective date of the HAP Contract. One additional 90-day extension may be added, if the Applicant's failure to meet the first timeline was outside his or her control.

D. Citizenship Verification

Verification of citizenship or eligible immigration status will be carried out in accordance with the PHA's *Verification Procedures*.

1. In the case of a "Mixed Family" Applicant, a member who is a non-citizen not claiming to have eligible status must sign, or must have another family member sign, a certification that they do not have eligible status.
2. If no family member is determined to be either a citizen or an eligible immigrant, the family will be denied assistance.
3. Restrictions on Denial, Delay or Termination of Assistance.

Assistance will not be denied or delayed (or in case of re-examinations, reduced or terminated) on the basis of immigration status if:

- a. verification requests were submitted in a timely manner but Department of Homeland Security has not completed the procedure
- b. the family member for whom required evidence has not been submitted has moved from the assisted unit (applicable to re-examinations)
- c. the family member who is determined not to be eligible following verification process has moved from the assisted unit (applicable to re-examinations)

- d. the Dept. of Homeland Security appeals process has not been completed
 - e. Assistance is prorated according to for a mixed family
 - f. Assistance for a mixed family is continued in accordance with 24 CFR § 5.516 and 5.518 (applicable to re-examinations)
 - g. Deferral of termination of assistance is granted in accordance with 24 CFR § 5.516 and 5.518 (applicable to re-examinations)
 - h. Informal hearing process has not been completed (24 CFR § 5.514)
4. Denial or Termination of Assistance.

Assistance will be denied (or in the case of existing tenants, terminated) if

- a. Evidence of citizenship and eligible immigration status is not submitted by the family within the required time frame or within any extension granted.
 - 1) Extensions may be granted, in writing, for no more than thirty (30) days
 - 2) Denial of extensions will also be in writing, with reasons provided.
 - b. Evidence of citizenship and eligible immigration status was timely submitted but Dept. of Homeland Security verifications do not verify eligible immigration status and
 - 1) family does not pursue Dept. of Homeland Security appeal or informal hearing rights, or
 - 2) Dept. of Homeland Security appeal and informal hearing rights are pursued but final decisions are against the family
 - c. PHA determines that a family member has knowingly permitted another ineligible individual to reside on a permanent basis in the assisted unit (without the PHA's knowledge and without the assistance having been prorated because of this individual). In such case, termination will be for at least twenty four (24) months.)
5. Notice of Denial (or termination). Notice will state:

- a. that assistance will be denied or terminated and give the reason
- b. that family may be eligible for prorated assistance
- c. in case of existing tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families.
- d. that family has right to appeal the Dept. of Homeland Security results and submit additional documentation supporting the appeal
- e. that family has right to request an informal hearing with the PHA either upon completion of Dept. of Homeland Security appeal or in lieu of Dept. of Homeland Security appeal.
- f. for Applicants, that assistance may not be delayed until the conclusion of the Dept. of Homeland Security appeal, but may be delayed during the pending of the informal hearing process.

6. Appeal to Dept. of Homeland Security

- a. After the PHA notifies family of the results of the Dept. of Homeland Security verification, the family has thirty (30) days to send to Dept. of Homeland Security for an appeal:
 - 1) a cover letter indicating their request for an appeal of the verification results
 - 2) any additional documentation supporting the appeal and a copy of the verification request form used to process the secondary verification
- b. Family must provide the PHA with a copy of the written request and proof of mailing.
- c. Within thirty (30) days of receipt of the request, Dept. of Homeland Security will render a decision or notify the family of the reasons for any delay.
- d. Upon receipt of Dept. of Homeland Security decision, the PHA will notify the family of its right to request an informal hearing on the ineligibility determination.

7. Informal Hearing

- a. Family may request a hearing in lieu of an Dept. of Homeland Security appeal or following it.

- b. Family must request the hearing within thirty (30) days of the notice of ineligibility determination based on immigration status by the PHA, if it does not wish to appeal to DHS; if it has appealed to Dept. of Homeland Security, then the family must request the hearing within thirty (30) days of the Dept. of Homeland Security appeal decision.
 - c. The hearing will be conducted according to the PHA's informal hearing procedure as outlined in Section XXIII.
 - d. The PHA will provide the family with a written final decision and the reasons for that decision, based solely on the facts presented at the hearing, within fourteen (14) days of the date of the informal hearing.
8. Retention of documents. The PHA will retain for a minimum of five (5) years all of the documents related to the Dept. of Homeland Security appeal or informal hearing process. (24 CFR § 5.514)

X. UTILITY ALLOWANCES

A. Developing the Utility Allowance Schedule

- 1. The PHA will maintain a Utility Allowance Schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services [e.g., trash collection (waste and refuse disposal)]
- 2. The Utility Allowance Schedule will be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.
- 3. In developing the schedule, the PHA will use normal patterns of consumption for the community as a whole and current utility rates.
 - a. The Utility Allowance for an individual family will include the utilities and services that are necessary in the locality to provide housing that complies with the NSPIRE Standards.
 - b. The PHA may not provide any allowance for non-essential utility costs, such as cable or satellite television.
 - b. The PHA must classify utilities and other housing services according to the following general categories:

- 1) space heating
 - 2) air conditioning
 - 3) cooking
 - 4) water heating
 - 5) water
 - 6) sewer
 - 7) trash collection (disposal of waste and refuse)
 - 8) other electric
 - 9) refrigerator (cost of tenant-supplied refrigerator)
 - 10) range (cost of tenant-supplied range)
 - 11) other specified housing services
- c. The PHA will provide a Utility Allowance for tenant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners.
 - d. The cost of each utility and housing service category will be stated separately.
 - e. For each category, the Utility Allowance Schedule will take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row-house, town house, single-family detached, and manufactured housing) that are typical in the community.
4. On request from a family that includes a person with disabilities, the PHA will approve a Utility Allowance which is higher than the applicable amount on the Utility Allowance Schedule if a higher Utility Allowance is needed as a Reasonable Accommodation in accordance with 24 CFR § 8 to make the program accessible to and usable by the family member with a disability.
 5. The PHA will give HUD a copy of the Utility Allowance Schedule. At HUD's request, the PHA also will provide any information or procedures used in preparation of the schedule.

B. Revisions Of Utility Allowance Schedule

1. The PHA will review its Utility Allowance Schedule each year, and will revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the Utility Allowance Schedule was revised.

2. The PHA will maintain information supporting its annual review of utility allowances and any revisions made in its Utility Allowance Schedule.
3. At HUD's direction, the PHA will revise the Utility Allowance Schedule to correct any errors, or as necessary to update the schedule.

C. Use Of Utility Allowance Schedule

1. The PHA will use the appropriate Utility Allowance for the lesser of the size of dwelling unit actually leased by the family or the family unit size as determined under the PHA subsidy standards.
2. In cases where the unit size leased exceeds the family unit size as determined under the PHA subsidy standards as a result of a reasonable accommodation, the PHA must use the appropriate Utility Allowance for the size of the dwelling unit actually leased by the family.
3. At re-examination, the PHA will use the PHA's current Utility Allowance Schedule.

XI. PAYMENT/FAMILY SUBSIDY STANDARDS

A. Payment Standards

1. A Payment Standard is used to calculate the monthly housing assistance payment for a family. The 'Payment Standard' is the maximum monthly subsidy payment.
2. Generally, the PHA will set its Payment Standard between 90% and 110% of the HUD-published fair market rent (FMR). Within those limits, PHA may set higher or lower payment standards for certain areas within the jurisdiction as appropriate. The Payment Standard(s) will be based on information collected by PHA regarding rents in each area, and the rent burdens incurred by program Participants.
3. The PHA may approve a Payment Standard of up to 120% of FMR without HUD's approval if the Payment Standard is required as a Reasonable Accommodation for a family that includes a person with a disability.

4. The Payment Standard for the HCV Program will be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and will be made effective January 1 of the following year for all existing HCV Families
5. The PHA will determine the Payment Standard with the following criteria and/or objectives:
 - a. PHA will consider the amount received from HUD in its Annual Contributions Contract;
 - b. PHA will avoid concentration of HCV Families in high poverty areas.
 - c. PHA will seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
 - d. PHA will ensure that the majority of Families are not paying more than 40% of their income for their housing cost

B. Family Subsidy Standard at Admission

- a. PHA will exercise prudence in the determination and administration of housing Subsidy Standards. Maximum Subsidy Standard for an eligible Family is determined based upon the members included on the application. All adult members must appear in person with photo identification.
- b. Adult members that are not identified at the time of the application will not be considered as a member of the assisted household unless they are the spouse of the family head or were minors at the time of application who have become adults while on the waiting list.
- c. Children added by birth, adoption or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to PHA.
- c. The Head of Household will be required to provide legal documentation to PHA verifying that the adult member being considered for addition is a spouse or legal dependent.
- d. All individuals added to the household are subject to HUD's eligibility and PHA's suitability standards. PHA will not approve the

addition of adults to a Participant family if the addition will increase the Voucher size for which the family qualifies.

- e. The decision about whether or not to permit the addition of a Live-in Aide to a HCV household will be based upon verification that:
 - 1) The person to be assisted by the live-in aide qualifies as an Individual with a disability as defined at 24 CFR § 8.3; and
 - 2) A qualified medical practitioner verifies that the live-in aide is needed because of the disability; and that the individual proposed as the Live-in Aide possesses the skills needed to provide the services needed by the person with a disability.
 - 3) The Family and Live-in Aide will be required to submit a certification that the Live-in Aide is (1) not obligated to the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.
 - 4) Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide is not a family member, his/her income is not counted for eligibility or rent purposes, and the live-in aide cannot receive the Voucher as a “remaining member of a tenant family”.

C. Family Subsidy Standard During Participation

- a. PHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and Voucher, or when a Court awards custody to a family member listed on the lease and Voucher although such additions to the family must be reported within 10 days of occurrence.
- b. PHA will not permit the addition of adult family members to the family unless such addition will not increase the unit size for which the family qualifies.
- c. PHA will review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room, PHA will notify the Head of Household of the need to move and issue the Family another Voucher at the termination of the family's lease.

- d. The standards applicable to adding a Live-in Aide to the household (who is, by definition a household member but not a family member) during the family's participation are the same as those listed under "Family Subsidy Standard at Admission".

XII. HOUSING ASSISTANCE PAYMENTS AND RENT

A. Housing Assistance Payment - The PHA will pay a monthly housing assistance payment to the landlord on behalf of the family that is equal to the lower of:

- 1. The Payment Standard for the family minus the Total Tenant Payment; or
- 2. The gross rent minus the Total Tenant Payment.

B. Rent Determination

1. Total Tenant Payment

- a. A family renting a unit at or below the Payment Standard pays as gross rent the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent.
- b. A family renting a unit above the Payment Standard pays the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent, plus any rent above the Payment Standard.
- c. The initial rent for any unit leased under the Housing Choice Voucher Program must not require that a family pay more than 40% of adjusted income for rent. This maximum initial rent burden (MIRB) is applicable each time a Participant moves to a new unit. The rent can exceed the MIRB if the family renews a lease for the same unit.

- d. If the Housing Assistance Payment exceeds the family's rent to landlord, the PHA will pay the balance of the housing assistance payment ("utility reimbursement") either to the family or directly to the utility supplier to pay the utility bill on behalf of the family. If the PHA elects to pay the utility supplier directly, the PHA will notify the family of the amount paid to the utility supplier. If the amount of the utility reimbursement is \$45 or less, the PHA will make payment quarterly to the family, unless doing so would cause a hardship on the family. In this case, reimbursements will be made monthly.

2. Minimum Rent and Hardships

- a. The PHA establishes a minimum rent of \$50.00.
- b. The PHA will grant an exemption from payment of this minimum rent if the family is unable to pay that rent as a result of financial hardship, as described below.
- c. Financial hardship. The financial hardships that must be included are the following:
 - 1) When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
 - 2) When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3) When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4) When a death has occurred in the family; and
 - 5) Other circumstances determined by the responsible entity or HUD.
- b. Request for hardship exemption.
 - 1) If a family requests a hardship exemption, the responsible entity must suspend the minimum rent requirement beginning the month following the family's hardship request until the responsible entity determines whether there is a qualifying financial hardship and whether it is temporary or

long term.

- 2) If the PHA determines there is a qualifying financial hardship, but that it is temporary, the PHA may not impose a minimum rent for a period of 90 days from the date of the family's request. At the end of the 90-day suspension period, a minimum rent is imposed retroactively to the time of the suspension. The family must be offered a responsible repayment agreement for the amount of back rent owed.
- 3) If the PHA determines there is no qualifying hardship exemption, PHA will reinstate the minimum rent including the back payment for minimum rent from the time of suspension on terms and conditions established by the responsible entity.
- 4) If the PHA determines there is a qualifying long-term financial hardship, the responsible entity must exempt the family from the minimum rent requirements.

3. Errors in Income Calculation - If the PHA becomes aware of an income calculation error, the error(s) will be corrected retroactive to the effective date of the action resulting in an error regardless of the dollar amount associated with the error.

- a. Families will not be required to repay the PHA in instances where miscalculated income resulted in the family being undercharged for rent.
- b. Once the PHA becomes aware of the error, the family will be provided with a 30-day notice of the increase to their rent.
- c. The PHA will take corrective action to credit or repay a family if the family was overcharged tenant rent, including de minimis errors, in the income determination.
 - 1) the family's rent portion will be temporarily adjusted down with additional HAP going to the landlord.
 - 2) the PHA will send a letter to the family and the landlord prior to the change in payments notifying them of the change and the duration of the change.

- 3) If the participant has vacated the unit, the credit will be mailed or provided to the family within [1 month] of becoming aware of the error.

C. Earned Income Disallowance - eliminated by HOTMA, as of January, 2024.

D. Rent Adjustments for Landlord

1. Annual adjustment of rent to landlord

- a. At each annual anniversary date of the HAP contract, the PHA will adjust the rent to landlord at the request of the landlord in accordance with this section.
- b. The adjusted rent to landlord equals the lesser of:
 - 1) The pre-adjustment rent to landlord multiplied by the applicable Section 8 Annual Adjustment Factor, published by HUD in the Federal Register, that is in effect 60 days before the HAP contract anniversary;
 - 2) The reasonable rent (as most recently determined or re-determined by the PHA in accordance with 24 CFR § 982.507); or
 - 3) The amount requested by the landlord.
- c. In making the annual adjustment, the pre-adjustment rent to landlord does not include any previously approved special adjustments.
- d. The rent to landlord may be adjusted up or down in accordance with this section.
- e. The rent to landlord for a unit will not be increased at the annual anniversary date unless:
 - 1) The landlord requests the adjustment by giving notice to the PHA; and

- 2) During the year before the annual anniversary date, the landlord has complied with all requirements of the HAP contract, including compliance with the NSPIRE (inspection) Standards.
- f. The rent to landlord will only be increased for housing assistance payments covering months commencing on the later of:
 - 1) The first day of the first month commencing on or after the contract anniversary date; or
 - 2) At least sixty days after the PHA receives the landlord's request.
 - g. To receive an increase resulting from the annual adjustment for an annual anniversary date, the landlord must request the increase at least sixty days before the next annual anniversary date.
 - h. In order for the tenant to remain on the HCV program in the unit, the new rent must meet rent reasonableness. If it does not, the PHA will attempt to negotiate the rent with the landlord to an amount acceptable. If the PHA is unsuccessful and the landlord proceeds with the rent increase, the tenant will be issued a Voucher to move to a program acceptable unit.

2. Special Adjustments

- a. At HUD's sole discretion, HUD may approve a special adjustment of the rent to landlord to reflect increases in the actual and necessary costs of owning and maintaining the unit because of substantial and general increases in
 - 1) real property taxes;
 - 2) special governmental assessments;
 - 3) utility rates; or
 - 4) costs of utilities not covered by regulated rates.
- b. The PHA may make a special adjustment of the rent to landlord only if the adjustment has been approved by HUD. The landlord

does not have any right to receive a special adjustment.

- c. The adjusted rent may not exceed the reasonable rent. The landlord may not receive a special adjustment if the adjusted rent would exceed the reasonable rent.
- d. The PHA may withdraw or limit the term of any special adjustment.
- e. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to landlord.

E. Rent Reasonableness

1. **Approval** - The PHA will not approve for inclusion in the HCV Program units whose rents exceed the rents for comparable unassisted units in the market area (rent reasonableness).
2. **Annual Survey** - The PHA will conduct an annual survey of private market rents in its jurisdiction to be used in its determination of rent reasonableness.
 - a. The survey will include typical contract and gross rents (contract rents plus PHA's allowance for tenant-paid utilities, if any) for a representative sample of units of each housing type and size, in each of the areas within its jurisdiction that PHA has determined constitutes a distinct market area.
 - b. In establishing the reasonable rent for a unit proposed for inclusion in the program, PHA will also consider the quality and age of the unit to be leased, and the amenities, housing services, and maintenance provided by the landlord.
 - c. The process used to determine rent reasonableness will be documented in each tenant file.

XIII. DENIALS AND INFORMAL REVIEWS

A. Grounds for Denial

1. If, within 30 days of the eligibility interview, the Applicant has failed to submit the required documentation or to complete the required forms and certifications, the family will be determined to be ineligible. The Applicant will be notified in writing and given the opportunity to request an informal hearing.

2. Admission will automatically be denied to the following:
 - a. Applicants who fail to meet the eligibility criteria outlined in Section IV.

 - b. Applicants who fail to sign or submit required consent forms

 - c. Persons who have been evicted from any federally-assisted housing because of drug-related criminal activity (are ineligible for admission to assisted housing for a three (3) year period beginning on the date of such eviction). This may be waived by the PHA if
 - 1) the person demonstrates successful completion of a rehabilitation program approved by the PHA

 - 2) circumstances leading to the eviction no longer exist, e.g., the individual involved in the drug-related activity is no longer in the household because the person has died or is imprisoned.

 - d. Persons engaging in illegal use of a drug, if:
 - 1) The PHA determines that any household member is currently engaging in illegal use of a drug; a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current

 - 2) the PHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to

peaceful enjoyment of the premises by other tenants.

- e. Persons convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing (permanently prohibited from admission).
- f. Persons subject to a lifetime registration requirement under a State sex offender registration program (permanently prohibited from admission).
- g. Persons who have demonstrated a pattern of alcohol abuse that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- h. Persons who have committed fraud, bribery, or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from

B. Informal Reviews

1. Notice to Applicant. The PHA will give an Applicant for participation prompt notice of a decision denying assistance to the Applicant. The notice will contain
 - a. a brief statement of the reasons for the PHA decision.
 - b. statement that the Applicant may request an informal review of the decision and will describe how to obtain the informal review.
2. Informal review process. The review will be conducted by a person other than the person who made the original decision to deny a Voucher. The purpose of the review is to determine whether the original decision was a correct one.
 - a. The Applicant will be given an opportunity to present written or oral objections to the PHA decision.
 - b. The PHA will notify the Applicant of the PHA final decision after the informal review, including a brief statement of the reasons for the final decision.
3. When informal review is not required. The PHA is not required to provide the Applicant an opportunity for an informal review for any of the following.

- a. Discretionary administrative determinations by the PHA
- b. General policy issues or class grievances
- c. A determination of the family unit size under the PHA subsidy standards
- d. A PHA determination not to approve an extension or suspension of a Voucher term
- e. A PHA determination not to grant approval of the tenancy
- f. A PHA determination that a unit selected by the Applicant is not in compliance with NSPIRE Standards
- g. A PHA determination that the unit is not in accordance with NSPIRE Standards because of the family size or composition

XIV. ISSUING VOUCHERS

A. Occupancy Standards

1. Eligible families will be issued Vouchers based on the PHA's occupancy standards. Units will be occupied by families of the appropriate size.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

Voucher Bedroom Size	Minimum No. in Household	Maximum No. in Household
0 - Bedroom	1	1
1 - Bedroom	1	2
2 - Bedroom	2	4
3 - Bedroom	3	6
4 - Bedroom	4	8
5 - Bedroom	5	10

2. The following principles govern the size of Voucher that a family will be issued. Generally, two people are expected to share each bedroom, except that Vouchers will be assigned so that:

- a. At least one person must occupy each bedroom.
- b. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- c. Exceptions to the largest permissible Voucher may be made in case of Reasonable Accommodations for a person with disabilities.
- d. Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
-
- e. An unborn child will not be counted as a person in determining Voucher size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, PHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- f. A single head of household parent will not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- g. A bedroom may be allocated for an approved Live-In Aide to provide continuous medical assistance to a Disabled Family member. No space will be considered for the Live-In Aide's Family. The Live-In Aide must meet PHA's screening criteria, and be qualified to provide the services required by the Disabled Family member. Further, the live-in aide must not currently owe rent or other amounts to PHA or any other housing authority in connection with the HCV or Public Housing programs.
- h. Live-in Aides are required to attend the annual recertification appointments with the Head of Household and PHA must determine annually the eligibility of the household for a Live in Aide. The PHA will notify the Family of the decision to approve or deny the Live-in Aide in writing within 10 business days from the date all required documentation is provided.
- i. A bedroom will not be allocated to house furniture and a bedroom will not be allocated for medical equipment unless it is verified necessary for a tenant with a disability. PHA will conduct an

inspection to determine that the size and type of medical equipment verified to be needed by the Participant with a disability warrants an additional bedroom. For example, a Participant will not be approved for an extra bedroom to house a wheelchair.

- j. In the HCV program the living room may be used as a sleeping room.
- 3. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest Voucher a family may be assigned. The PHA will make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.
- 4. Other than as a Reasonable Accommodation for someone with a disability, the largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
- 5. Under the HCV Program, the family may select a smaller unit, provided that the unit has at least one living/sleeping room for every two people. The family may also choose to select a larger unit, although they will be subsidized based on the cost of the smallest unit for which they qualify. The Housing Assistance Payment is based upon the lower of the Payment Standard for the determined family unit size or the Payment Standard for the unit size rented by the family.

B. Issuing Vouchers

- 1. When all necessary verifications have been received, and PHA has determined that the family is eligible to receive a Voucher, a notice will be sent to the family advising them of the date(s) of the next Participant briefing session(s). In order to receive a Voucher, the Applicant must attend one of these sessions.
- 2. For families headed by persons with disabilities, the Participant briefing may be conducted at the Applicant's home, or at some other accessible location. Applicants requiring this accommodation must request it at the time they receive the briefing notice.
- 3. Before receiving a Voucher, all Applicants are required to attend a briefing session, during which the operation of the program and the responsibilities of the family and the landlord will be explained. The briefing will include an explanation of where a family can live, and how portability works. All

families will receive Mobility Counseling explaining the advantages of moving to an area that does not have a high concentration of poor families.

4. All Voucher holders will receive a Family Packet, which includes all information required by 24 CFR § 982.301 (b).
 - a. The term of the Voucher and PHA policy on any extensions or suspensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension;
 - b. How the PHA determines the amount of the Housing Assistance Payment for a family, including:
 - 1) How the PHA determines the Payment Standard for a family; and
 - 2) How the PHA determines the Total Tenant Payment for a family.
 - c. How the PHA determines the maximum rent for an assisted unit;
 - d. Map of PHA's jurisdiction showing areas with housing opportunities and other housing market information. For a family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;
 - e. The HUD-required Tenancy Addendum (HUD-52641-A) that must be included in the lease;
 - f. The Request for Tenancy Approval (HUD-52517), and an explanation of how to request such approval;
 - g. A statement of the PHA policy on providing information about a family to prospective landlords;
 - h. PHA subsidy standards, including when the PHA will consider granting exceptions to the standards;

- i. The HUD brochure on how to select a unit;
 - j. Information on federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form;
 - k. A list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
 - l. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;
 - m. Family obligations under the program, including any obligations of a welfare-to-work family.
 - n. Grounds for which PHA may terminate assistance
 - o. PHA informal hearing procedures.
 - p. VAWA forms HUD-5380 (Notice of Rights) and HUD-5382 (Certification of Domestic Violence).
5. Families eligible for Welfare to Work Vouchers will be issued WtW Vouchers and provided separate briefing materials both orally and in writing, of family obligations under the program and advise them that willful and persistent failure to meet these obligations is grounds for PHA's denial of admission or termination of assistance. If a WtW Voucher is not available, the family will be issued a Housing Choice Voucher.
 6. Families eligible for Mainstream Vouchers will be issued the Mainstream Voucher and will be provided separate briefing materials both orally and in writing, with an emphasis on assistance in locating appropriate housing in the community. If a Mainstream Voucher is not available, the family will be issued a Housing Choice Voucher.

C. Term of the Voucher

1. Vouchers are issued for an initial term of 60 days.

2. If, at the end of 60 days, the Voucher holder has not submitted a Request for Tenancy Approval (RFTA) the Voucher will expire unless the family has requested and received approval for an extension.
3. Extensions will be approved only for good cause, including, but not limited to, illness or hospitalization during the initial 60 days, difficulty in locating units suitable for large families or persons with disabilities, or accommodating special needs of the family.
4. Extensions are for 30 days only.
5. A maximum of 2 extensions will be given unless the request for further extension is verified to be related to a disability which has prevented the Applicant from using the Voucher sooner.
6. The PHA will provide a full 120 days for Applicants with disabilities to utilize their Vouchers to find suitable housing before they will expire. No further extensions will be given except as a Reasonable Accommodation to an Applicant with a verified disability.
7. The PHA will suspend the term of the Voucher upon receipt of the Request for Tenancy Approval (RFTA).
8. RFTAs are accepted at any time during the initial 60-day term.
9. If, after the initial or follow-up inspection, the unit is approved, a HAP contract is executed on behalf of the family.
10. If the unit is not approved, consideration will be given as to whether there is sufficient time remaining under the initial term for the family to locate another unit, or whether a 60-day extension is needed.
11. No extensions beyond 120 days will be given.

D. Assistance to Families Subjected to Illegal Discrimination

1. Families who believe that they have been subjected to illegal discrimination during their search for housing are directed to report the occurrence to the PHA. The PHA, in conjunction with the local city or state Fair Housing representatives, will investigate the complaint and take

whatever action is determined appropriate.

2. Families who have been subjected to illegal discrimination, and have reported the occurrence to PHA, will be eligible to receive an extension to the maximum 120 days.

XV. REQUEST FOR TENANCY APPROVAL (RFTA)

A. Landlord Documentation: All new Landlords must provide the following documentation:

- a. tax identification letter
- b. social security card
- c. direct deposit agreement
- d. current government issued photo ID
- e. IRS W-9 form with original signature
- f. Copy of warranty deed
- g. Copy of management agreement (for property management companies).
- h. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
- i. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A

B. Request for Tenancy Approval (RFTA)

RFTA form contains important information about the rental unit selected by the family that is necessary for the PHA to determine whether to approve the assisted tenancy in this unit. Includes:

- a. the unit address;
- b. number of bedrooms;
- c. structure type;
- d. year constructed;

- e. utilities included in the rent; and
 - f. the requested beginning date of the lease,
- C. Rent Certification** - Landlords must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
- D. Renting to Relatives** - Landlords must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has granted a request for Reasonable Accommodation for a person with disabilities who is a member of the tenant household.
- E. Lead Disclosure** - For units constructed prior to 1978, landlords 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.
- F. Submission of RFTA and Lease** - Both the RFTA and the proposed lease must be submitted no later than the expiration date stated on the Voucher.
- G. Duration of the Lease** - The duration of the lease may not be less than one year.
- H. PHA Review of RFTA** - When the family submits the RFTA the PHA will review the RFTA for completeness.
- 1. If the RFTA is incomplete (including lack of signature by family, landlord, or both), or if the dwelling lease is not submitted with the RFTA, the PHA will notify the family and the landlord of the deficiencies. It is the sole responsibility of the landlord and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide his documentation within the specified time and without errors will result in the nullification of the RFTA approval process.
 - 2. Missing information and/or missing documents will only be accepted as original hard copies and in-person. The PHA will not accept missing information over the phone but will accept some missing information over the fax or email.

3. When the family submits the RFTA and proposed lease, the PHA will also 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 PHA will notify the family and the landlord of the discrepancies.
4. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in person. The PHA will not accept corrections by phone but will accept some corrections over the fax or email.
5. Because of the time sensitive nature of the tenancy approval process, the PHA will attempt to communicate with the landlord and family by phone, fax, or email. The PHA will use mail when the parties can't be reached by phone, fax, or email.
6. The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is voided.

I. Disapproving a Landlord

1. The PHA may, at its administrative discretion, refuse to enter into a new HCV Housing Assistance Payments (HAP) contract with a landlord because:
 - a. The landlord refuses (or has a history of refusing) to evict families for drug related or violent criminal activity, or activity that threatens the health, safety or right of peaceful enjoyment of premises by tenants, PHA employees, or landlord's employees, or of tenants by neighbors.
 - b. The landlord has violated obligations under a HAP contract under Section 8 of the 1937 Act.
 - c. The landlord has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
 - d. The landlord has engaged in drug trafficking.
 - e. The landlord has a history or practice of non-compliance with the inspection requirements for units leased under any federal housing program.

- f. The landlord has a history or practice of renting units that fail to meet State or local housing code.
 - g. The landlord has not paid State or local real estate taxes, fines or assessments.
- 2. The PHA will not approve a unit owned by a specific landlord under the following circumstances:
 - a. If the PHA has been informed by HUD or otherwise that the landlord has been debarred, suspended or subject to a limited denial of participation
 - b. If directed by HUD because the federal government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
 - c. If directed by HUD because of a court or administrative agency has determined that the landlord violated the Fair Housing Act or other federal equal opportunity requirements.
- 3. If the landlord is disapproved, notification will be made, including reason, to the landlord and the subsidy holder. The landlord will be given an opportunity to rectify any deficiencies.
- 4. If an landlord cannot rectify any deficiencies, the Voucher holder will be given a time extension to find a different unit.

XVI. HOUSING SEARCH

A. Housing Types

- 1. Generally, for inclusion in the HCV Program, the unit must have a living room, a kitchen, and a bathroom for the exclusive use of the family, and must be able to be used and maintained without unauthorized use of other private properties.

2. Any private rental unit, including a manufactured house, in which NSPIRE Standards and program rent requirements are met and the landlord is willing to participate in the program, is an eligible unit.
3. Leasing in-place: If the dwelling unit is approvable, a family may select the unit in which they are currently residing.
4. The PHA will not approve the use of shared housing, congregate housing, group homes, or single room occupancy units in its Housing Choice Voucher Program, unless the use of such housing is necessary to provide reasonable accommodation for a person with disabilities.
5. The PHA will not approve a unit if the landlord is the parent (including step-parent), child (including step-child), grandparent, grandchild, sister (including step-sister), or brother (including step-brother) of any member of the family, unless the PHA determines that approving the unit would provide Reasonable Accommodation for a family member who is a person with disabilities.
6. Freedom of choice: The PHA may not directly or indirectly reduce the family's opportunity to select among available eligible units.

B. Portability

1. Any Applicant family who is living in the PHA's jurisdiction when they apply for the HCV Program will be permitted to port out when they first receive a Voucher as long as they can prove residency in this PHA's jurisdiction. The PHA will accept as proof, a copy of the Applicant's current lease verifying their address in the PHA's jurisdiction.
2. Families who apply for the HCV Program from a location outside of the PHA's jurisdiction must live in the PHA's jurisdiction for one year before they will be eligible to port out.
3. Existing Voucher holders may request portability to move anywhere in the United States providing the area has a PHA with a Housing Choice Voucher Program covering the area. Families must notify the PHA in writing when they want to move out of the PHA's jurisdiction using the portability feature.

4. These moves will be limited to one per year. Exception: families who can provide documented proof of a medical emergency that would cause them a hardship without relocating.
5. When a family wishes to move into the jurisdiction of this PHA with a Voucher issued by another PHA, this PHA will absorb the Participant into the program if there is sufficient budget authority available. If the budget authority is insufficient, PHA will administer the unit for the originating PHA until budget authority is available, at which time the Participant will be absorbed into this program.
6. If another PHA into whose jurisdiction the family moves cannot or will not absorb the porting family, the receiving PHA must bill the sending PHA for the HAP payment and the approved percentage of the administrative fee.

C. Relocation of Witnesses and Victims of Crime

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

D. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives, i.e., sister, brother, mother, father, spouse, son, daughter, etc. as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a Reasonable Accommodation is required for the family and is approved by the PHA..

XVII. NSPIRE (NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE) STANDARDS AND UNIT INSPECTIONS

- A. The PHA will use the acceptability criteria in the program regulations at 24 CFR § 5.703, National Standards for the Condition of HUD Housing (Standards adopted by NSPIRE (National Standards for Physical Inspection of Real Estate))

B. Types of Required Inspections

1. Initial inspection prior to occupancy
2. Biennial (triennial for small rural PHAs) ongoing
3. Emergency inspections requested by tenant

C. In addition to the NSPIRE Standards and the City Codes the PHA will require the following: *(you may add your own with approval from HUD)*

1. The PHA or its contractor will inspect each unit for compliance with HUD's NSPIRE Standards
 - a. In the case of a PHA with up to 1250 budgeted units in its tenant-based program, within fifteen days after the family and the landlord submit a request for approval of the tenancy.
 - b. In the case of a PHA with more than 1250 budgeted units in its tenant-based program, within a reasonable time after the family submits a request for approval of the tenancy. To the extent practicable, such inspection and determination must be completed within fifteen days after the family and the landlord submit a request for approval of the tenancy.
 - c. The fifteen day clock is suspended during any period when the unit is not available for inspection.
2. All units proposed for inclusion in the HCV program must be in compliance with NSPIRE prior to the beginning of the Housing Assistance Payments Contract (HAP).
3. If Unit does not meet inspection
 - a. PHA will advise the landlord, in writing, what repairs must be made to bring the unit into compliance.
 - b. The landlord will be advised that the repairs must be completed within 30 days, and will be advised of any earlier date by which the repairs must be made to be added to the program rolls for the first of the following month.

- c. The PHA will schedule re-inspections as soon as possible after the landlord notifies the PHA that the work is complete.
 - d. If the repairs are not made within 30 days, the unit will not be approved for inclusion in the program, and the Voucher holder will be advised to look for another unit.
4. The PHA will not charge the family or landlord for initial inspections or re-inspections of units.

XVIII. LEASE UP

A. Approving the Unit

- 1. After receiving the family's Request for Tenancy Approval, the PHA will promptly notify the family and landlord whether the assisted tenancy is approved.
- 2. The PHA may not give approval for the family of the assisted tenancy, or execute a HAP contract, until the PHA has determined that all the following meet program requirements:
 - a. The unit is eligible;
 - b. The unit has been inspected by the PHA and passes NSPIRE Standards;
 - c. The lease has been reviewed and includes the tenancy addendum and lead-based paint disclosures (required by 24 CFR § 35.92(b)); and
 - d. The rent to landlord is reasonable.
 - e. At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, and where the gross rent of the unit exceeds the applicable Payment Standard for the family, the family share does not exceed 40 percent of the family's monthly adjusted income

3. If the PHA has given approval for the family of the assisted tenancy, the landlord and the PHA execute the HAP contract.

B. Housing Assistance Payments (HAP) Contract

1. The PHA will use best efforts to execute the HAP contract before the beginning of the lease term. The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.
2. The PHA will not pay any Housing Assistance Payment to the landlord until the HAP contract has been executed.
3. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, the PHA will pay Housing Assistance Payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).
4. Any HAP contract executed after the 60 day period is void, and the PHA may not pay any Housing Assistance Payment to the landlord.
5. Term of HAP contract
 - a. The term of the HAP contract begins on the first day of the lease term and ends on the last day of the lease term.
 - b. The HAP contract terminates if any of the following occurs:
 - 1) The lease is terminated by the landlord or the tenant;
 - 2) The PHA terminates the HAP contract; or
 - 3) The PHA terminates assistance for the family.
6. Housing Assistance Payments may only be paid to the landlord during the lease term and while the family is residing in the unit.
7. If landlord has started the eviction process and the family continues to reside in the unit, PHA will continue to make Housing Assistance Payments in accordance with the HAP Contract until the landlord has

obtained a court judgment or other process allowing the landlord to evict the tenant.

8. Family Move-Out

- a. If the family moves out of the unit, the PHA may not make any Housing Assistance Payment to the landlord for any month after the month when the family moves out. The landlord may keep the Housing Assistance Payment for the month when the family moves out of the unit.
- b. If a Participant family moves from an assisted unit with continued tenant-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.
- c. 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.

C. The Lease

1. **Tenant's Legal Capacity** The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the landlord.

2. **Form of Lease**

- a. The tenant and the landlord must enter a written lease for the unit. The lease must be executed by the landlord and the tenant.
- b. If the landlord uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form (plus the HUD-prescribed tenancy addendum).
- c. If the landlord does not use a standard lease form for rental to unassisted tenants, the landlord may use another form of lease, such as a PHA model lease (including the HUD-prescribed tenancy addendum).
- d. The HAP contract prescribed by HUD will contain the landlord's certification that if the landlord uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

3. **State and Local Law** The PHA may review the lease to determine if the lease complies with State and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law.
4. **Required Information.** The lease must specify all of the following:
 - a. The names of the landlord and the tenant;
 - b. The unit rented (address, apartment number, and any other information needed to identify the contract unit);
 - c. The term of the lease (initial term and any provisions for renewal);
 - d. The amount of the monthly rent to landlord; and
 - e. A specification of what utilities and appliances are to be supplied by the landlord and what utilities and appliances are to be supplied by the family.
5. **Reasonable Rent.** The rent to landlord must be reasonable
6. **Tenancy Addendum.**
 - a. The HAP contract form required by HUD will include an addendum (the 'Tenancy Addendum'), that sets forth:
 - 1) The tenancy requirements for the program (in accordance with this section and 24 CFR § 982.309 and § 982.310); and
 - 2) The composition of the household as approved by the PHA (family members and any PHA-approved live-in aide).
 - b. All provisions in the HUD-required Tenancy Addendum must be added word-for-word to the landlord's standard form lease that is used by the landlord for unassisted tenants. The tenant will have the right to enforce the Tenancy Addendum against the landlord, and the terms of the Tenancy Addendum will prevail over any other provisions of the lease.

7. Changes in Lease or Rent.

- a. If the tenant and the landlord agree to any changes in the lease, such changes must be in writing, and the landlord must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of this section.
- b. In the following cases, tenant-based assistance will not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the landlord:
 - 1) If there are any changes in lease requirements governing tenant or landlord responsibilities for utilities or appliances;
 - 2) If there are any changes in lease provisions governing the term of the lease;
 - 3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for changes in the lease other than as specified above.
- d. The landlord must notify the PHA of any changes in the amount of the rent to landlord at least sixty days before any such changes go into effect, and any such changes will be subject to rent reasonableness requirements.

8. Initial Term of Lease.

- a. Except as provided in paragraph 8b of this section, the initial lease term must be for at least one year.
- b. The PHA may approve a shorter initial lease term if the PHA determines that:
 - 1) Such shorter term would improve housing opportunities for the tenant; and
 - 2) Such shorter term is the prevailing local market practice.
- c. During the initial term of the lease, the landlord may not raise the rent to landlord.

- d. The PHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC.

9. Screening and Security Deposit

- a. The landlord may collect a security deposit from the tenant.
- b. The PHA will prohibit security deposits in excess of private market practice, or in excess of amounts charged by the landlord to unassisted tenants.
- c. When the tenant moves out of the dwelling unit, the landlord, subject to State or local law, may use the security deposit in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.
- d. Within thirty (30) days after the tenant moves, the landlord must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the landlord, the landlord must refund promptly the full amount of the unused balance to the tenant.
- e. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the landlord may seek to collect the balance from the tenant.
- f. PHA encourages landlords to screen all potential tenants. Landlords need not accept families that have a poor rental history, a history of damaging units or vacating units without giving prior notice.
- g. PHA will not provide reimbursement to landlords in cases when there are damages caused by the HCV family or their guests, when a HCV family vacates the unit without giving prior notice, or does not pay the family's portion of rent owed under the lease.

D. Non-housing Agreements

- 1. Landlords and tenants may execute agreements for services (i.e. parking, furniture, late charges, pets, pet deposits, community rules, and

covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by the PHA.

2. Separate agreements must be attached to the Lease as a Lease Addendum.
3. A copy of the agreement must be provided to the PHA.
4. Any appliance, service or other item(s) that is routinely provided to non s subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease.
5. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.
6. The PHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
7. The following types of separate agreements are NOT acceptable:
 - a. agreements for altered security deposit;
 - b. altered rent amounts;
 - c. excess utilities; or
 - d. charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

XIX. PROGRAM RESPONSIBILITIES

A. Landlord Obligations

The landlord is responsible for performing all of the landlord's obligations under the HAP contract and the lease.

1. Performing all management and rental functions for the assisted unit, including selecting a Voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
2. Maintaining the unit in accordance with NSPIRE Standards, including performance of ordinary and extraordinary maintenance. For provisions on family maintenance responsibilities.
3. Complying with equal opportunity requirements.
4. Preparing and furnishing to the PHA information required under the HAP contract.
5. Collecting from the family:
 - a. Any security deposit.
 - b. The tenant contribution (the part of rent to landlord not covered by the Housing Assistance Payment).
 - c. Any charges for unit damage by the family.
6. Enforcing tenant obligations under the lease.
7. Paying for utilities and services (unless paid by the family under the lease).
8. For provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person, see 24 CFR § 100.203.
9. Special requirements for children with elevated blood-lead levels 24 CFR § 35.1225
 - a. If PHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, the PHA must complete a risk assessment of the dwelling unit.
 - b. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the landlord of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the

landlord.

- c. Within 30 days after receiving the risk assessment report from the PHA, or the evaluation from the public health department, the landlord is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations 24 CFR § 35.1325 and § 35.1330
- d. If the landlord does not complete the “hazard reduction” as required, the dwelling unit is in violation of NSPIRE Standards and the PHA will take action in accordance with Section XXII C.
- e. At least quarterly, PHA will attempt to collect from public health department(s) within PHA’s area of operation the names and/or addresses of children under the age of 6 years of age with an identified environmental intervention blood lead level. PHA will match this information with information for Families receiving HCV assistance. If a match occurs, PHA will notify the landlord and conduct a risk assessment inspection. If possible lead based paint violations are present, the landlord will be required to take action and provide documentation that the hazard has been removed.

B. Family Obligations

- 1. Information: family is responsible under the program for
 - a. Supplying any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided
 - b. Supplying any information requested by the PHA or HUD for use in a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements.
 - c. Disclosing and verifying social security numbers and signing and submitting consent forms required by the program
- 2. NSPIRE Standards breach caused by family. The family is responsible for an NSPIRE Standards breach caused by the family as described below
 - a. The family fails to pay for any utilities that the landlord is not required to pay for, but which are to be paid by the tenant;

- b. The family fails to provide and maintain any appliances that the landlord is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
 - d. If an NSPIRE Standards breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family- caused defects, the family must correct the defect within no more than 30 calendar days (or any PHA-approved extension).
 - e. If the family has caused a breach of the NSPIRE Standards, the PHA must take prompt and vigorous action to enforce the family obligations. The PHA may terminate assistance for the family.
- 3. Allowing PHA inspection. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- 4. Violation of lease. The family may not commit any serious or repeated violation of the lease.
- 5. Family notice of move or lease termination. The family must notify the PHA and the landlord before the family moves out of the unit, or terminates the lease on notice to the landlord.
- 6. Landlord eviction notice. The family must promptly give the PHA a copy of any landlord eviction notice.
- 7. Use and occupancy of unit
 - a. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
 - b. The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit (except for a foster child or live-in aide)
 - c. The family must promptly notify the PHA if any family member no longer resides in the unit.

- d. If the PHA has given approval, a foster child or a live-in-aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in-aide, and defining when PHA consent may be given or denied.
 - e. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
 - f. The family must not sublease or let the unit.
 - g. The family must not assign the lease or transfer the unit.
8. Absence from unit. The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit.
9. Interest in unit. The family must not own or have any interest in the unit.
10. Fraud and other program violation. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
11. Crime by household members. The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants and persons residing in the immediate vicinity of the premises (see 24 CFR § 982.553).
12. Alcohol abuse by household members. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other tenants and persons residing in the immediate vicinity of the premises.
13. Other housing assistance. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

XX. UNIT INSPECTIONS

The PHA will inspect the unit leased to a family prior to the initial term of the lease, at least biennially during assisted occupancy, and at other times as needed, including supervisory quality control inspections, to determine if the unit meets the NSPIRE Standards.

A. Initial Inspections

1. The PHA will not charge the family or landlord for initial inspection or re-inspection of the unit.
2. The PHA will inspect the unit within 15 days after the family and the landlord submit the Request for Tenancy Approval
3. Landlords will be notified in writing of deficiencies and allowed 30 days or any extension approved by the PHA to correct deficiencies.
4. Extensions may be given for medical emergencies or for extensive rehabilitation of the unit.
5. Rental assistance will not begin until the unit has passed inspection.
6. If unit fails to pass inspection by the deadline on the inspection letter, the family will have to find another unit in order to receive assistance on the program.

B. Biennial Inspections

1. At least every two years, during the assisted occupancy, the PHA will conduct an inspection of each assisted unit.
2. Landlord Not Compliant
 - a. Notice will be sent to landlord advising him/her that he/she has thirty (30) days to make the repairs.
 - b. For life threatening conditions, repairs must be made within 24 hours.
 - c. PHA will inspect unit after allowed time or at such earlier time as the landlord notifies the PHA that repairs are complete. PHA may charge the landlord a fee for re-inspection if the deficiencies are found not to be corrected as requested.

- d. If repairs are not made within designated time frame, the HAP payment will be abated until repairs are made or until the anniversary of the HAP contract.
- e. If repairs are not made by the anniversary date of the HAP Contract, the contract will be terminated and the family advised to look for another unit.
- f. No retroactive payment will be made for the period after the first 30 days during which the unit was not in compliance with NSPIRE Standards.
- g. Landlords who have three units abated or terminated for non-compliance with NSPIRE Standards will be barred from future participation in the Section 8 HCV program.
- h. In the event of extraordinary circumstances, such as a unit is in a Presidentially-declared disaster area, HUD may waive the time periods for inspection until such time as an inspection is feasible.

3. Family Not Compliant

- a. If the unit fails inspection for reasons attributable to the family's care or use of the unit, the family will receive written notification of the actions to be taken and a copy of the notice will be sent to the landlord.
- b. Such failure may occur when the family
 - 1) fails to pay for utilities that are to be paid by the family
 - 2) the family fails to provide or to maintain in working order any appliances that are provided by the family
 - 3) a member or guest of the family causes damages to the unit beyond normal wear and tear.
- c. The family will be given 30 days to correct the defect or 24 hours if the resulting condition is determined by PHA to be life threatening.
- d. If the defect is not corrected by the family during the time allowed, the HAP contract and the family's participation in the program will be terminated.

C. Special Inspections

1. Special inspections may be requested by the tenant at any time during the lease term.
2. The tenant must first notify the landlord by letter of the repairs needed at the unit and provide the PHA office with a copy of the letter.
3. If the landlord has not taken action within 10 working days, the PHA will send an inspector to check the deficiencies and if necessary will then send the landlord a letter advising him/her of the needed repairs and the deadline for completing them

D. Quality Control Inspections

1. Quality Control inspections will be conducted and performed as per federal regulations at 24 CFR § 982.405; 5 plus 1 for each fifty (or part of 50) over 50.
2. These inspections will be done within three (3) months of the initial or annual inspection.

E. Emergency Fail Items (Abatement will follow)

Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

1. Hazards that pose an immediate threat to the health and safety of the Family must be corrected within twenty-four (24) hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:
 - a. Broken locks (windows, doors, or any point of entry),
 - b. Broken window or door frames,
 - c. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling,
 - d. Natural gas or fuel oil leaks,
 - e. Any electrical problem or condition that could result in shock or fire,
 - f. Conditions that present the imminent possibility of injury,
 - g. Obstacles that prevent safe entrance to or exit from the unit,
 - h. Absence of a functioning toilet in the unit,

- i. Inoperable smoke detectors,
 - j. Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit,
 - k. No electrical power in the unit, and/or
 - l. No running water in the unit.
2. Hazards that represent a potential threat to the health and safety of the Family must be corrected within seventy-two (72) hours. Examples include:
 - a. Heating system does not maintain a temperature of at least 68 degrees Fahrenheit when the outside temperature is below 60 degrees Fahrenheit;
 - b. The unit lacks hot water;
 - c. If a Family is issued a Voucher to move because the NSPIRE inspection revealed the unit is in a condition that poses a threat to the health and safety of the Family, PHA may notify the appropriate city or county officials.

F. Complaint Inspections

1. PHA will respond to all Families reporting violations of NSPIRE Standards in their units. PHA will also respond to calls made by the general public reporting violations of NSPIRE Standards.
2. Once the complaint is received, PHA will notify the Family and Landlord of the complaint and give the Landlord and/or Family a reasonable amount of time to address the complaint and make necessary repairs.
3. If the complaint is not addressed appropriately within the time frame specified, PHA will perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.
4. Hazards that pose no threat to the health and safety of Families must be corrected within twenty-one (21) days.

G. Re-Inspection Process

PHA will schedule a re-inspection by providing written or email notice to the Landlord, with a copy to the Family, advising him/her of the date and time of the

re-inspection. Routine re-inspection appointments will occur no later than twenty-one (21) days after the unit fails inspection. Failure to have all non-emergency repairs made will result in PHA abating payment to the landlord, canceling the HAP contract and relocating the Family.

H. Abatement of Housing Assistance Payment

1. PHA will abate HAP to Landlords for units that fail inspection when the Landlord fails to make acceptable corrections within the required time frame.
2. PHA will not abate payments to Landlords for violations of NSPIRE Standards that are the Family's responsibility.
3. PHA will offer housing mobility services to the Family when payments to the landlord are abated due to no fault of the family.
4. PHA will abate Housing Assistance Payments when the unit fails a re-inspection for a violation of NSPIRE Standards that is the responsibility of the Landlord and may take action to ban the landlord from participating in the PHA HCV program.
5. Once it is determined to abate the unit, the landlord will be notified in writing of PHA's intent to abate the unit and move the Family. PHA will cancel the HAP contract when the Family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.
6. If PHA initiates action to abate the unit, the Family must move from the unit. If the Family decides not to move, PHA will terminate the assistance to the Family in accordance with the HAP Contract.

I. Family NSPIRE Standards Violations

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the NSPIRE Standards caused by the Family is not the responsibility of the Landlord. PHA will terminate assistance to the Family if the Family fails to correct a NSPIRE Standards breach caused by the Family or a guest of the Family

XXI. RE-EXAMINATION OF FAMILY INCOME AND FAMILY COMPOSITION

A. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide.
2. *Asset Restrictions - If a family at annual or interim re-examination has assets that are over \$100,000, PHAs have the following options and must select and include in their policies which way they want to go.*
 - a. *Total Non-Enforcement – written policy fairly applied to all, must calculate net family asset income for purposes of determining income, including real property; but determining if property is suitable for occupancy is a non-issue*
 - b. *Enforcement – must initiate termination or eviction proceedings within six months, if either assets have gone over \$100,000 or they have a home they can live in. PHA may delay the initiation for up to but no longer than six months*
 - c. *Limited Enforcement – Option to Cure – family is given up to six months to become compliant but no more than six months. Policy must address the timeframe for curing non-compliance*
 - 1) *They reduce the amount of their net family assets to an amount below \$100,000, or*
 - 2) *They sell the house that they could live in.*
 - 3) *If they come into compliance with the asset limits and “owning-a-home-they-could-live-in” rule, they will remain eligible for assistance.*
 - 4) *If they fail to comply during the six month period, their leases must be terminated since they will no longer be eligible to receive assistance.*
3. Re-certification dates will change when a family moves.
4. Recertification packets will be mailed to participating Families 90 to 120 days in advance of the scheduled annual re-certification effective date.

5. **Interviews.** The head of household will be notified that she/he (and live-in aide if any) is required to attend a re-certification interview on a specified date and must complete the included information packet, including providing signatures on any third party verification forms needed.
 - a. It is the PHA's preference to conduct Annual Recertifications at its offices.
 - b. in-home recertifications will be conducted pursuant to a request and approval for Reasonable Accommodations to persons with disabilities. When an in-person recertification is to be performed, all adult household members, and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.
 - c. If the family fails to bring all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data.
 - d. If the data is not then submitted, the family will be terminated for violation of family obligations.
 - e. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.
 - f. If the family fails to attend two (2) scheduled re-certification appointments without contacting the PHA, the family may be terminated for failure to comply with program requirements.
6. **Student Eligibility.** During the annual re-examination process, the PHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents.
 - a. If the student has been determined "independent" from his/her parents the parents' income will not be reviewed.
 - b. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated.
 - c. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the PHA will process a re-examination in accordance with the policies in this chapter.

7. Completion of Re-certification: Upon completion of the re-certification, the PHA will notify the landlord and tenant in writing of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
 - a. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent.
 - b. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.
 - c. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.

B. Adjusting Rent between Regular Re-examinations (Interims)

1. Tenants are required to report all changes in family composition or status to PHA within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, tenants must report income decreases timely. Tenants are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.
2. PHA is not required to perform interim rent adjustments if they believe that the difference in a family's annual income (either an increase or a decrease) will amount to a difference of less than 10 percent.
3. PHA may decline to do interim adjustments in the last 3 months before a family's annual or biennial re-examination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, PHA may conduct the interim adjustment in the last 3 months before the re-examination.
4. PHA wishes to encourage families to improve their economic circumstances, so some changes in family income between re-examinations will not result in a rent change. PHA will process interim changes in rent in accordance with the chart below.



INCOME CHANGE	PHA ACTION
Decrease in income for any reason, except for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules, or will decrease annual income by less than 10 percent.	Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income. (24 CFR § 5.609)
Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days and reduces adjusted income by more than 10 percent. (24 CFR § 5.609)
Increase in income following PHA granting interim rent decrease.	Process interim rent increase for income increases after interim rent reductions.
Increase in earned income from the employment of a current household member.	Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period. (24 CFR § 960.255)
Increase in unearned income (e.g., COLA adjustment for social security).	Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.
Increase in income because a person with income (from any source) joins the household.	Conduct an Interim Redetermination of the family's income and raise the rent.
Increase in income because Tenant misrepresented income or deductions.	Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation or terminate the lease.
Increase in monetary or non-monetary income after Tenant claims zero income	Process an interim rent increase.

5. PHA will process an interim increase in rent only if
 - a. the change in income will be a decrease or increase of more than 10 percent of annual income.
 - b. the tenant has misrepresented or failed to report facts upon which rent is based, so the rent the Tenant is paying is less than it should have; or
 - c. the tenant's income increases after the tenant was granted an interim decrease in rent; or
 - d. the tenant reported zero income and has a verified increase in income (that may be a non-monetary contribution); or

- e. a person with income joins the household.
6. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by PHA.
7. PHA will process interim decreases in rent as follows:
- a. When a decrease in income is reported and PHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
 - b. PHA will not process interim rent decreases if the reduction in the annual income is less than 10 percent of annual income.
 - c. Tenants reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed except in the three months before the family's next regular re-examination.
8. Tenants granted a reduction in rent are required to report for special re-examinations at intervals determined by PHA. Reporting is required until income increases or it is time for the next regularly scheduled re-examination, whichever occurs first.
9. If tenants experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced.
- a. Welfare department has reduced the grant because of welfare fraud; or
 - b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.
 - c. If a tenant challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
 - d. If the welfare department upholds the grant reduction, the tenant shall owe a retroactive rent on the interim rent reduction granted in "8" above.
 - e. If the welfare department overturns the grant reduction, no retroactive balance is owed. See *PHA Procedure on Imputed Welfare Income*

C. Effective Date of Rent Adjustments

1. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported, timely, or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation) require 30 days' notice and become effective the first of the second month after the circumstances leading to the increase.
3. If an interim change is determined, the landlord and tenant will be sent a notification letter informing them of the
 - a. change in Rent
 - b. Tenant Rent and HAP
 - c. the effective date of the changes.

D. Changes in Family Status

1. If the family size increases while the family is receiving assistance under the Voucher Program, and the family becomes eligible for a Voucher, PHA will issue the larger Voucher at the family's request.
2. If the increase in family size results in the assisted unit failing HQS space standards, PHA will issue the larger Voucher at the family's request, but in any case no later than the anniversary date of the current HAP Contract, and the family will be required to find a larger unit. The HAP Contract for an overcrowded unit will be terminated as of the anniversary date of the Contract.
3. If the family size decreases while the family is receiving assistance under the HCV Program, and the family becomes ineligible for the unit size it currently occupies, PHA will issue the smaller Voucher at the family's request, but in any case no later than the anniversary date of the current HAP Contract. The HAP Contract for an oversized unit will be terminated as of the anniversary date of the Contract.
4. If the PHA proposes to terminate a HAP Contract under the provisions of 1 or 2, above, it will notify the family of allowable

exceptions to the PHA's occupancy standard (age, health, or handicap of an elderly or disabled family member), and the process by which the family can request an exception.

5. PHA will not terminate a HAP Contract under the provisions of 3 above if it has determined that there is no acceptable unit available for rent by the family in the jurisdiction of PHA.
6. Remaining Family Member
 - a. Under certain circumstances the original Family composition may be altered when the Head of Household leaves the unit. A Remaining Family Member, as defined by HUD, is an adult Family member already in the household at the time the Head of Household permanently leaves the household.
 - b. If the Head of Household dies, or otherwise permanently leaves the household and there is another eligible adult Family member capable of assuming the Head of Household position, the Voucher assistance will pass to that Remaining Family Member, who will then become the Head of Household. If there are more than one qualified remaining Family members, the Family may designate any qualified 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.
 - c. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the landlord or PHA incurred by the previous head.
 - d. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to PHA in writing within 10 days after the head of household's departure.

7. Family Separations

In cases of divorce or separation under a settlement or judicial decree, PHA shall follow a court's ruling in determining which Family members continue to receive HCV assistance. In cases where no settlement or judicial decree exists, PHA will

- a. grant the Voucher to the Family member who retains custody of the minor children or who cares for Disabled Family members;

- b. grant the Voucher to the Family members forced to leave a unit as a result of actual or threatened physical violence against Family members by a spouse or other Family members of the household; or
- c. will grant the Voucher to the Family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
- d. The PHA will not grant both parents of minor children a Voucher.

8. Family Absences from the Assisted Unit

- a. If the Head of Household finds it necessary to be absent from the unit (due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service) for more than 30 consecutive days he/she is required to notify the landlord and PHA of their absence, and the date by which they expect to return. If the unit will be occupied during the family's absence by a caretaker not ordinarily a part of the household, the tenant must secure the landlord's permission for the arrangement, and must notify PHA. If PHA finds the assisted unit unoccupied, or occupied by someone other than the designated head of household or other adult member of the family, it will assume that the family has vacated the unit and will terminate the HAP Contract.
- b. Under no circumstances may the family be absent from the assisted unit for more than ___consecutive days. If the family's absence exceeds ___days, PHA will terminate the HAP Contract. *(PHA may set its own time period, not to exceed 180 days)*
- c. If the family has given the notice required in 4 a, above, the family will be eligible to receive a new Voucher within 180 days of the termination of the HAP Contract if assistance is available under the HCV Program. For purposes of determining eligibility, these families will be considered as having been continuously assisted under the 1937 Act, and the very-low income limitation will not apply.
- d. If the required notice has not been given, or if more than 180 days have elapsed since the termination of the HAP Contract, the family will not be eligible to resume assistance, and must reapply when

applications are being accepted.

- e. An exception will be considered for the benefit of minor children where there is no eligible remaining Family member that has the legal capacity to enter a lease under state and local law.
 - 1) If there is another eligible adult that was not previously a member of the household and is available to move into the unit and assume the role as Head of Household, PHA may consider the addition of this adult as the Head of Household.
 - 2) The adult assuming the role as Head of Household must assume legal custody of the minor children.
 - 3) The newly designated Head of Household must meet PHA's eligibility standards and their income will be used to determine the Family's share of housing assistance.
 - 4) For the benefit of the minor children, the newly designated Head of Household may assume permanent status as Head of Household if the initial Head of Household is unable to return to the unit and grants written authorization. In such cases, the initial Head of Household's claim to HCV assistance is lost. The new Head of Household would assume any outstanding debt incurred by the former Head of Household.

9. Family Moves with Continued Assistance

- a. An assisted family in good standing may move to a new unit at any time with continued assistance if the HAP for the old unit has been terminated due to the landlord's breach, if the tenant has given the landlord notice consistent with the terms of the lease, or if there is a mutual agreement between the landlord and the family that the lease can be terminated.
- b. The PHA does not limit when or how often an assisted family may move under the conditions described in a, above.
- c. If the landlord has evicted the tenant for serious or repeated violation of the lease or for criminal activity in or around the

assisted unit, or if the HAP has been terminated because of the tenant's failure to meet his/her family obligations under the Section 8 program, assistance will be terminated and the family will not be able to move to a new unit with continued assistance.

XXII. EVICTIONS AND TERMINATIONS

A. Evictions

1. A landlord may evict a HCV tenant at any time for serious or repeated violations of the lease; violation of local, State, or federal laws applicable to the tenant's occupancy of the unit; violent criminal behavior by the tenant, a household member, or guest that threatens other residents or persons residing near the unit; or drug-related criminal activity.
2. After the first year, a landlord may give notice of lease termination to a HCV tenant for other good cause, including
 - a. unwillingness by the family to accept a new lease or revision to the lease;
 - b. the landlord's desire to use the unit for personal or family use,
 - c. for a purpose other than as a residential unit; or
 - d. a business or economic reason for termination of the tenancy.
3. The landlord must give the tenant a written notice of intention to terminate the lease, and the grounds for the termination, and must give a copy to the PHA. If the lease is being terminated for business or economic reasons, the landlord is required to give the tenant 90 days' notice.
4. A HCV tenant who is evicted for serious or repeated violations of the lease; violation of local, State, or federal laws applicable to the tenant's occupancy of the unit, violent criminal behavior by the tenant, a household member, or guest that threatens other residents or persons residing near the unit, or drug-related criminal activity will have his/her assistance terminated and will not be eligible to move to a new unit with HCV assistance.

B. Termination of Assistance - Family Violations

1. The PHA will terminate assistance to HCV tenants who fail to meet their family obligations under the program.
2. The PHA will terminate assistance to participating families if any member of the family commits violent or drug-related criminal activity.

Drug-related criminal activity includes the use, possession, transport, purchase or sale of any controlled substance, whether or not the activity occurs in or near the assisted unit. The PHA will make its decision regarding the termination of assistance based on the preponderance of evidence indicating that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

EXCEPTION: In situations of domestic violence, dating violence, sexual assault and stalking, assistance of the victim will not be terminated. See the Violence Against Women Act Policy which is incorporated into this policy by reference.

3. The PHA will terminate assistance to tenants who commit fraud in connection with the HCV program. Intentional misrepresentation of the family's income, preferences, or allowable deductions at the initial eligibility interview or annual re-examination will be considered fraud, and will be grounds for the immediate termination of the family's assistance.
4. The PHA will terminate assistance to tenants who refuse to enter into repayment agreements for amounts owed the PHA under the Public Housing or HCV programs.
5. The PHA will terminate assistance to tenants who fail to make three consecutive payments under an existing repayment agreement.
6. The PHA will terminate assistance to Participants who willfully or persistently fail to meet the goal of obtaining or retaining employment in connection with a Welfare to Work Housing Choice Voucher.

C. Termination of Assistance - Landlord Violations

The PHA rights and remedies against the landlord under the HAP Contract include recovery of overpayments, abatement or other reduction of Housing Assistance

Payments, termination of Housing Assistance Payments, and termination of the HAP Contract. Housing Assistance Payments Contract will be terminated if:

1. the landlord has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
2. if the landlord has violated any obligation under the HAP Contract for the dwelling unit, including the landlord's obligation to maintain the unit in accordance with the inspection standards.
3. If the landlord has violated any obligation under any other HAP Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
4. If the landlord has engaged in drug-related criminal activity.
5. If the landlord has committed any violent criminal activity.

XXIII. INFORMAL HEARINGS

A. When Hearing is Required

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

1. A determination of the family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment.
2. A determination of the appropriate Utility Allowance (if any) for tenant-paid utilities from the PHA Utility Allowance Schedule.
3. A determination of the family unit size under the PHA subsidy standards.
4. A determination that a family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards, or the PHA determination to deny the family's request for an exception from the standards.
5. A determination to terminate assistance for a Participant family because of the family's action or failure to act.

6. A determination to terminate assistance because the Participant family has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules.

B. When Hearing Is Not Required

The PHA is not required to provide a Participant family an opportunity for an informal hearing for any of the following:

1. Discretionary administrative determinations by the PHA.
2. General policy issues or class grievances.
3. Establishment of the PHA schedule of utility allowances for families in the program.
4. A PHA determination not to approve an extension or suspension of a Voucher term.
5. A PHA determination not to approve a unit or lease.
6. A PHA determination that an assisted unit is not in compliance with NSPIRE Standards. (However, the PHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the NSPIRE Standards caused by the family as described in 24 CFR § 982.551(c).)
7. A PHA determination that the unit is not in accordance with NSPIRE Standards because of the family size.
8. A determination by the PHA to exercise or not to exercise any right or remedy against the landlord under a HAP Contract.

C. Notice to Family

1. In the cases described in paragraphs A1, A2 and A3 of this section, the PHA will notify the family that the family may ask for an explanation of the basis of the PHA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in A4, A5 and A6, the PHA will give the family prompt written notice that the family may request a hearing. The notice will:
 - a. Contain a brief statement of reasons for the decision,

- b. State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
 - c. State the deadline for the family to request an informal hearing.
- D. Where a hearing for a Participant family is required under this section, the PHA will proceed with the hearing in a reasonably expeditious manner upon the request of the family.
- E. Informal Hearing will be conducted according to the PHA's *Informal Review/Hearing Procedures*
- F. For requirements for hearings on Citizenship-related issues see Section IX D.

XXIV. PROGRAM MANAGEMENT

A. Revising Utility Allowance Schedules

1. At least annually, the PHA will obtain and analyze utility rate data for all utility providers in the local jurisdiction, and will determine whether there has been a change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.
2. If there has been a change of 10% or more, an appropriate adjustment to the schedule will be made. No adjustment will be made for any increase calculated to be less than \$1 per unit month.

B. Revising Voucher Payment Standards

1. At least annually, the PHA will determine whether the Payment Standard is adequate to allow families to find housing. The PHA will analyze data on current HCV Program Participants, and will determine whether the number of HCV Program Participants paying more than 40% of their Adjusted Gross Income for rent and utilities is significant.
2. If PHA determines that a significant number of HCV Program Participants are paying more than 40%, data on the rent and utility cost of units in the market area will also be examined to determine whether there is an adequate supply of rental units of all sizes available at or below the Payment Standard for families who do not choose to accept an excessive

rent burden.

3. The Payment Standard for each unit size will be set at a level adequate to allow families to lease units under the HCV Program. However, under no circumstances will the HCV Payment Standard be set at less than 90% or more than 110% of the published Fair Market Rent without HUD approval, unless the reason for the increase is based on increased cost of utilities, in which case the Payment Standard may be raised to 120% of FMR without HUD approval.

C. Administrative Fee Reserve

1. The PHA maintains an administrative fee reserve for the HCV program. The PHA credits to the administrative fee reserve the total of:
 - a. The amount by which program administrative fees paid by HUD for a fiscal year exceed PHA's program expenses for the fiscal year, plus
 - b. Interest earned on the administrative fee reserve.
2. If funds in the administrative fee reserve are not needed to cover the PHA's HCV administrative expenses, PHA may use these funds for other housing purposes permitted by State and local law. However, HUD may prohibit use of the funds for certain purposes.
3. The PHA Board of Commissioners has established a limit of \$20,000.00 on the amount that may be charged against the administrative fee reserve for non-Section 8 expenditures without Board approval.

D. Quality Control

For SEMAP purposes, quality control will be performed in the following areas:

1. Selection from the Waiting List;
2. Rent Reasonableness;
3. Determination of adjusted income; and
4. NSPIRE Standards

XXV. DEFINITIONS

Applicant – an individual or a family that has applied for admission to housing.

Area of Operation - Jurisdiction of PHA as described in state law and PHA's Articles of Incorporation: the City of and the area five miles beyond its borders that is not under the jurisdiction of another housing authority.

Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." See the definition of Net Family Assets, for assets used to compute annual income. 24 CFR § 5.603

Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. 24 CFR § 8.3

Bifurcate – means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact. See 24 CFR Part 5, 5.2003 Subpart L: Protection for Victims of Domestic Violence

Care Attendant - a person that regularly visits the apartment of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the Public Housing or HCV apartment. Care attendants have no rights of tenancy.

Citizen – Citizen (by birth or naturalization) or national of the United States. 24CFR § 5.504

Co-head of Household – One of two persons held responsible and accountable for the family.

Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. 24 CFR § 5.A

Dating Violence – for purposes of interpreting the Violence Against Women Act , Violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent - A member of the family (which excludes foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR § 5.603

Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. 24 CFR § 5.603

Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.

Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. 24 CFR § 5.403

Divestiture Income - Imputed income from assets, including business assets, disposed of by Applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets 24 CFR § 5.603 in this section.)

Domestic Violence - for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former

spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. 24 CFR § 5.A

Earned Income – means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. 24 CFR § 5.100

Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a Participant for work (including substance abuse or mental health treatment) or other work activities. 24 CFR § 5.603

Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. 24 CFR § 5.403

Elderly Person - A person who is at least 62 years of age. 42 USC 1437a(b)(3)

Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. 24 CFR § 50508

Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a PHA

lease.

Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.

Family – Includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status: 24 CFR §§ 5.403

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person.
- An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age, and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 USC 674(5)(H)), and is homeless or is at risk of becoming homeless at age 18 or older; or
- 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 home because of placement in foster care is considered a member of the family).
 - An elderly family
 - A near elderly family
 - A disabled family
 - A displaced family and
 - The remaining member of a tenant family.

Live-in Aides (Definition #37) may also be considered part of the Applicant's/Participant's household. However, live-in aides are not family members (even if related) and have no rights as "remaining family members".

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

Foster Adult – A member of the household (but not the family) who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized

placement agency or by judgement decree, or other order of any court of competent jurisdiction.

Foster Child - a member of the household (but not the family) who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree or other order of any court of competent jurisdiction.

Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. 24 CFR 5.603

Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. 24CFR § 5.A

Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

Health and Medical Care Expenses – Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed

A Home you Could Live In - a home you have the right to sell, that is not owned jointly with a person who is not a member of the Applicant/tenant/voucher holder family, that is not unsuitable for the disabilities of any family member, that is not in such substandard condition that it is uninhabitable, or that is not located in a place that is too distant to make commuting to work infeasible.

Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. 24 CFR § 5.615(b)

Independent contractor – An individual who qualifies as an independent contractor instead of an employee in accordance with the IRS Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work, and not what will be done and how it will be done

Individual with Disabilities, Section 504 definition 24 CFR § 8.3

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

Individual with disabilities means any person who has:

A physical or mental impairment that:

- substantially limits one or more major life activities;
- has a record of such an impairment; or
- is regarded as having such an impairment.

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

__“physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled Applicant/resident from being covered.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to Public Housing a person must meet the program definition of person with disabilities found in this section.

NSPIRE - National Standards for the Physical Inspection of Real Estate - federal national quality standards that replaced HQS inspection protocol for the HCV Program.

Kinship Care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by PHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services
24 CFR 5.403

- A family member, can qualify as a live-in aide, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.
- Before admitted a live-in aide to an HCV family, PHA shall verify through a qualified medical practitioner:
- That the person requesting the live-in aide meets the definition in the Section of “individual with a disability; and
- The live-in aide is needed because of the family member’s disability; and

- That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.
- At no time will PHA request information related to the nature, extent, diagnosis or treatment of an HCV Participant.

Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. 42 USC 1437a(b)

Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 10% of Annual Income. 24 CFR § 5.603

Minor A member of the family, other than the head or spouse, who is under 18 years of age

Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR § 5.504

Multifamily Housing Project - For purposes of Section 504, means a project containing five or more dwelling units. 24 CFR § 8.3

National – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens. 24 CFR § 5.504

Near-Elderly Family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. 24 CFR § 5.403

Near-Elderly Person - means a person who is at least 50 years of age but below 62, who may be a person with a disability 42 USC 1437a(b)(3)

Net Family Assets – The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds and other forms of capital investment. 24 CFR § 5.603

In determining net family assets PHAs or owners must include the value of any business or family assets disposed of by an Applicant or tenant for less than fair

market value (including a disposition in trust, but not in foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the Applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit an owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Excluded from the calculation of net family assets are:

- The value of necessary items of personal property
- The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which will be adjusted by HUD in accordance with the Consumer Price Index)
- The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans, and retirement plans for self-employed individuals.
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.
- The value of any Coverdell education savings account under section 530 of the IRS code, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the value of any “baby bond account created, authorized or funded by Federal, State or local government.
- Interests in Indian trust land
- Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.
- Family Self Sufficiency accounts.
- Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.
- An irrevocable trust
- Items listed in the Federally Mandated Income Exclusions

Other Person Under the HCV Participant's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the resident's control". 24CFR § 5.A

Person with Disabilities 42 USC 1437a(b)(3) means a person who —

- Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,
- Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
 - Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).
- This is the definition that is used for eligibility and granting deductions for rent.

Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.

Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the PHA.

- For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the PHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. 24 CFR § 8.3

Real Property - as used in this part has the same meaning as that provided under the law of the State in which the property is located. 24 CFR § 5.100

Refusal of Housing – An Applicant’s choice not to accept a PHA offer of a voucher or project-based voucher without good cause.

Rejection for Housing – PHA’s determination not to accept an Applicant either because of ineligibility or failing Applicant screening.

Remaining Family Member - A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

Seasonal Worker – an individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

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

Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Tenant Rent - The amount payable monthly by the Family as rent to PHA. If all utilities (except telephone) and other essential housing services are supplied by the landlord, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the landlord the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance 24 CFR § 5.6.

Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the family pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent

Unearned income – means any annual income, as calculated under § 5.609 that is not earned income.

Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).

Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility 24 CFR § 965.473

Utility Allowance - At properties with tenant-paid utilities, this is a dollar amount established in accordance with HUD regulations (24 CFR § 965) for utilities paid directly to the utility supplier by residents. It is adequate to include reasonable consumption for major equipment such as heat, water heating and appliances, but does not include air conditioning in family developments. The amount of the utility allowance is subtracted from each resident's Total Tenant Payment to determine Tenant Rent.

Utility Reimbursement - If the Housing Assistance Payment exceeds the family's rent to the landlord, the PHA will pay the balance of the housing assistance payment ("utility reimbursement") either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.

Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.