HANNIBAL HOUSING AUTHORITY
SECTION 8 ADMINISTRATIVE POLICY

SECTION 1
MISSION AND GOALS

Mission Statement:

Our mission is to provide decent, safe, and sanitary rental housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for Section 8 participants. In order to achieve this mission we will strive to:

- Recognize residents as our ultimate customer;
- Improve Public Housing Authority (PHA) management and service delivery efforts through effective and efficient management of the PHA staff.
- Seek problem-solving partnerships with residents, landlords, community, and government leadership.
- Apply limited PHA resources to the effective and efficient management and operation of the Section 8 program.
- To provide effective outreach to owners, brokers, and managing agents to secure the highest quality housing possible under the applicable Fair Market Rents or Payment Standards.
- To aid in efforts to upgrade and stabilize the housing stock in the community by encouraging property owners to reinvest Housing Assistance Payments into their properties.
- To encourage an exchange between Section 8 landlords and tenants which would normally be inhibited by non-affordability.
- To provide the opportunity for economically disadvantaged families and elderly individuals to gain entry into the private housing market by giving them parity with moderate-income families competing within the same market by making them, for all intents and purposes, financially equal.
- To administer the program in a fair and impartial manner and or an equal opportunity basis for families and staff.
SECTION 2
PURPOSE OF POLICY

The purpose of this policy is to establish guidelines for the PHA staff to follow in determining eligibility for the Section 8 Program. The basic guidelines for this plan are governed by the requirements of the United States Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. The policies and Procedures governing admissions and continued occupancy are outlined within this document and these requirements are binding upon applicants, residents, landlords, and the PHA alike. Notwithstanding the above, changes in applicable federal or state law or regulations shall supersede these provisions in conflict.
SECTION 3
EQUAL OPPORTUNITY

A. Fair Housing Policy:

The PHA will comply fully with all Federal, State, and Local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban development regulations governing Fair Housing and Equal Opportunity.

Specifically, the PHA shall not on the basis of race, color, sex, religion, national or ethnic origin, familial status, or disability deny any family or individual the opportunity to apply for or receive assistance under this program within the requirements and regulations of HUD and other regulatory requirements. The PHA is further committed to full compliance with applicable Civil Rights laws. The PHA will provide Federal, State, and Local information to applicants for and participants in the Section 8 housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the PHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

For Families and/or individuals who report discrimination in obtaining assisted housing, the PHA shall assist them by providing the family/individual with a HUD Housing Discrimination Complain Form. The individual can complete this form and report apparent discrimination to the local HUD Office of Fair Housing and Equal Opportunity.

B. Equal Opportunity and Availability of Information:

The PHA as a participant in the tenant-based program is required to comply with equal opportunity requirements imposed by contract or federal law as applicable.

There shall be maintained in the PHA’s office access to the following materials:

1. Statement of the Policies and Procedures Governing the Section 8 Program (administrative plan);
2. Open Occupancy Notices (Applicants being accepted and/or not being accepted);
3. Income Limits for Admissions;
4. Utility Allowances;
5. Informal Review and Hearing Procedures;
6. Fair Housing Poster; and
7. **Equal Opportunity in Employment Poster.**

C. **Privacy Rights**

Applicant and participant household adult members will be required to sign a HUD form 9886, the Federal Privacy Act Statement which states under what conditions HUD will release information concerning Section 8 participants. Request for information by other parties must be accompanied by a signed release request in order for the PHA to release information involving an applicant or participant, unless disclosure is authorized under Federal or State law or other regulatory requirements.

D. **Reasonable Accommodations:**

In an effort for persons with disabilities to take full advantage of the Section 8 Program, the PHA will strive to provide reasonable accommodation for persons with disabilities. When accommodations are granted they are made to provide full program accessibility to disabled persons in a way that may otherwise not be possible due to their disability. The PHA will provide all applicants/participants information regarding the opportunity to request reasonable accommodation. Any person receiving an application will also receive a Request for Reasonable Accommodation Form.

Additionally, notifications relative to re-examination, inspection, appointment, or eviction will include information about requesting reasonable accommodation. Any notification requesting action by the participant will include information about requesting reasonable accommodations.

All decisions granting or denying requests will be in writing form the PHA.
SECTION 4
PROGRAM OUTREACH

Program Outreach to Families and Contact with Landlords:

The Authorities efforts to advertise and perform other outreach activities to families and owners may include the following:

1. The PHA as necessary may publicize the availability of the Section 8 program for extremely low income, very low income, and low-income families in the local newspapers.

2. The PHA may utilize public service announcements.

3. The PHA may communicate with other service providers in the area/community and advise them of housing programs available.

4. The PHA may hold briefings with owners who participate in or who are seeking information about the Section 8 program.

The PHA’s current waiting list appears to be representative of a cross section of low-income families; the PHA does not plan special outreach activities. Efforts will be implemented in accordance with the equal opportunity requirements imposed by contract or federal law.

Should the flow of applicants become to rapid in relation to agency staff capacity to process the applications, measures will be taken to reduce the applicant flow, such as reducing the number of days and hours in the week when applications will be accepted. The PHA with the approval of the Board of Commissioners also reserves the right to periodically suspend taking of applications until the number of application is reduced to a point where a family can be properly placed within one year.

Suspension and resumption of application taking will be announced publicly through news releases to the media and by other advertisements.
SECTION 5
RESPONSIBILITIES

A. PHA Responsibilities

The PHA will:

1. Comply with all applicable requirements the ACC and PHA Section 8 Administrative Plan;

2. Encourage owner to make units available for leasing, including owners of units located outside areas of poverty or racial concentration;

3. Provide program information to owners and families;

4. Provide information about the Section 8 Program individually and through media publications;

5. Assist disabled persons in finding satisfactory housing;

6. Provide referrals for housing and other assistance;

7. Accept applications for families, determine eligibility, maintain waiting lists by program, select applicants, issue vouchers or certificates, provide additional information and assistance as needed.

8. Affirmatively further fair housing goals and comply with equal opportunity requirements;

9. Obtain and verify evidence of citizenship and immigration status;

10. Determine who can reside in the assisted unit at admissions and during the families continued occupancy/participation;

11. Review the applicants request for approval of tenancy and the owner/landlord lease, including the HUD prescribed addendum;

12. Determine the amount of assistance payment;

13. Determine the maximum rent to owner and whether the rent is reasonable;

14. Inspect the unit before occupancy and at least annually thereafter;

15. Establish the allowable utility allowance;

16. Make HAP payments in accordance with the HAP contract in a timely manner;
17. Enforce the HAP contract with the owner;

18. As required conduct hearings relative to Authority decisions regarding applicants/participants.

B. **Owner Responsibilities:**

The Owner will:

1. Comply with all equal opportunity requirements;

2. Maintain units in accordance with HQS and perform ordinary and extraordinary maintenance;

3. Provide the PHA all information required under the HAP contract;

4. Pay for utilities and services (unless paid by the participant under the lease);

5. Provide applicant screening, selecting voucher holders to lease units, tenant selection, enforcing tenant obligations under the lease, collection of applicable security deposits, the tenant contribution, and any charges for unit damage by the family and provide for any dwelling unit modifications for occupancy by a person with disabilities.

C. **Participant Responsibilities:**

The Participant will:

1. Be responsible to provide all required applicant and subsequent recertification information including, social security numbers, providing applicable signed certification forms, and required evidence of citizenship.

2. Provide for the PHA to inspect the unit at reasonable times after at least two days notice;

3. Be responsible to cure any violations or breach of the lease caused by family members of guests;

4. Be responsible to notify the PHA of intent to move out of a unit or terminate the lease by notice of owner;

5. Be responsible to provide the PHA a copy of any owner eviction notice it receives;

6. Utilize the unit as the families only residence;
7. Be responsible to promptly notify the PHA of any change in family composition;

8. The family must not sublet the unit or assign the lease or transfer the unit;

9. The family must not have any interest in the unit;

10. The family and its members may not engage in drug-related criminal activity, or other violent criminal activity;

11. The family must notify the PHA of its absence from the unit. A family may be absent from the unit for up to 30 days. The family must request approval from the PHA for absences exceeding 30 days. The PHA will provide a written determination of approval or denial within 5 business days of receipt of the request. An approved absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program. (Absences may be authorized for the following: death in the family, family member illness, or other reasons approved by the PHA.);

12. The family or members may not receive Section 8 tenant bases assistance while receiving other housing subsidy for the same or different unit.
SECTION 6
ADMISSIONS

The PHA will not on account of race, color, creed, sex, religion, handicap, familial status, or national origin deny or hinder any applicant family the opportunity to make an application or lease a dwelling unit suitable to its needs.

The PHA will normally accept applications at its office located at 3614 Navajo, Hannibal, Missouri, but reserve the right to establish satellite locations for application taking/screening and/or briefing.

The application process will involve two phases. The initial application is considered a pre-application. The pre-application requires the family to provide limited basis information. This phase results in eligible families being placed on the waiting list.

Upon receipt of the pre-application the PHA will make a preliminary determination of eligibility. The PHA will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the PHA determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity for an informal review of this determination.

An applicant at any time may report changes in their status including changes in family composition or income. Confirmation of the changes will be confirmed with the family in writing.

The second phase involves the final determination of eligibility, referred to as the full application. A full application is taken when the family nears the top of the waiting list. The PHA will ensure that verification of all eligibility; suitability selection factors are current in order to determine the family’s final eligibility for admissions.

Application interviews will be conducted in privacy to the greatest extent possible.
SECTION 7
ELIGIBILITY

A. Eligibility

1. An applicant must qualify as a family. A family is defined as a group of people related by blood, mirage, adoption, or affinity that lives together in a stable family relationship. Children temporarily absent from the home due to placement in foster care are considered family members. Unborn children and children in the process of being adopted are considered family members for the purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An elderly family, is a family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-on aids.

3. A near-elderly family is a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but are below the age of 62 living with one or more live-in aids.

4. A disabled family is a family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aids.

5. A displaced family is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A remaining family member of a tenant family.

7. A single person who is not an elderly, disabled, or displaced person, or the remaining member of a tenant family.

B. Income Eligibility

To be eligible for assistance a family shall be a low-income family that is:

1. A very low-income family;

2. A low-income family continuously assisted under the 1937 Housing Act;
3. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

4. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident ownership program under 24 CFR 248.173;

5. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on the eligible low-income housing;

6. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing ownership) or HOPE 2 (HOPE for homeownership)

Income limits apply only at admission and are not applicable for continued occupancy, however, as income raises the assistance will decrease.

The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority’s jurisdiction.

The applicable income limit for admission to the program is the income limit for the areas in which the family is initially assisted in the program.

The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

Families who are moving into the PHA’s jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

Families who are moving into the PHA’s jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the PHA program.

Income limit restrictions do not apply to families transferring units within the PHA’s Section 8 Program.
SECTION 8
ANNUAL INCOME DETERMINATION

Annual Income Determination:

To determine annual income, the PHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the PHA subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

A. Annual Income Means All Amounts, Monetary or Not, That:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; or

3. Are not specifically excluded from annual income.

B. Annual Income Includes, But Is Not Limited To:

1. The full amount, before any payroll deductions, or wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family. Where the family has net assets in excess of $5000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types or periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, differed periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay. (However, lump sum additions such as insurance payments from worker’s compensation are excluded.)

6. Welfare assistance:
   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
      1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
      2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family’s welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
      3) If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member’s failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
      4) If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be continued.
b. 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.

c. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
SECTION 9
INCOME EXCLUSIONS

Annual Income Does Not Include:

1. Income from employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains and settlement for personal or property losses;

4. Amounts received by the family that is specifically for, or in reimbursement of, the costs of medical expenses for any family member;

5. Income of live-in aid;

6. The full amount of student financial assistance paid directly to the student or to the educational institution;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. The amounts received from the following programs:
   a. Amounts received under training programs funded by HUD;
   b. Amounts received be 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);
   c. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
   d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to: fire patrol, hall monitoring,
lawn maintenance, and resident initiative coordination. No resident may receive more that one such stipend during the same period of time;

e. Incremental earnings and benefits resulting to any family member from participation in qualifying State or Local employment training programs (including training programs not affiliated with local government) and training of a family member as a resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

f. Temporary, nonrecurring, or sporadic income (including gifts);

g. 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;

h. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

i. Adoption assistance payments in excess of $480 per adopted child;

j. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

k. 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;

l. Amounts paid by a State agency to a family member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

m. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

1) The value of the allotment of food stamps;

2) Payments to volunteers under the domestic Volunteer Services Act of 1973;
3) Payments received under the Alaska Native Claims Settlement Act;

4) Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes;

5) Payments made under HHS’s Low-Income Energy Assistance Program;

6) Payments received under the Job Training Partnership Act;

7) Income from the disposition of funds of the Grand River Band of Ottawa Indians;

8) The first $2000 per capita received from judgment funds awarded for certain Indian claims;

9) Amount of scholarships awarded under Title IV including Work-Study;

10) Payments received under the Older Americans Act of 1965;

11) Payments from Agent Orange Settlement;

12) Payments received under the Maine Indian Claims Act;

13) The value of child care under the Child Care and Development Block Grant Act of 1990;

14) Earned income tax credit refund payments;

15) Payments for living expenses under the AmeriCorps Program.
SECTION 10
DEDUCTIONS FROM INCOME

The Following Deductions Will Be Made From Annual Income:

1. $480 for each dependant;

2. $400 for any elderly family or disabled family;

3. For any family that is not an elderly or disabled family, but has a member (other than the head or spouse) who is a person with a disability, disability expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities;

4. For any elderly or disabled family:
   a. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% or annual income;
   b. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with Paragraph 3, plus an allowance for medical expenses that equal the family’s medical expenses;
   c. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

5. Childcare expenses.
SECTION 11  
CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

To be eligible each member of the family must be a citizen, national, or noncitizen that has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 USC 1436a(a)).

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (see Section 11.5(k) for calculating rents under the noncitizen rule).

A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

The citizenship/eligible noncitizen status of each family member regardless of age must be determined. Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 form.)

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

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

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

If no family member is determined to be eligible under this Section, the family’s admission will be denied.
The family’s assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the PHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family’s assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
SECTION 12
SOCIAL SECURITY NUMBER DOCUMENTATION

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

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

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the PHA will accept letters from the Social Security that establish and state the number. Documentation from other government agencies will also be accepted that establish and state the number. Driver’s license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states they do not have a Social Security Number they will be required to sign a statement to this effect. The PHA will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.
SECTION 13
CONSENT FORMS

In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. The consent form will contain a provision authorizing HUD and the PHA to obtain state wage information, collection agency information, or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy. A provision authorizing HUD and the PHA to verify with previous or current employers income information relative to the family’s eligibility or for the level of assistance. A provision authorizing HUD to request information from the IRS and the SSA for the purpose of verifying income information relative to the family’s eligibility or level of benefits. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
SECTION 14
VERIFICATION

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

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

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

When neither third party verification nor hand-carried verification can be obtained, the PHA may accept a notarized statement signed by the head, spouse, or co-head. Such documents will be maintained in the file.

Verification will be completed for the following: Social Security Number, citizenship, eligible immigration status, disability, full time student status if under 18, need for a live in aid, child care cost, disability assistance expenses, medical expenses, value of income from assets, earned income, self employment income, regular gifts and contributions, alimony/child support, periodic payments, training program participation.

Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.
For each family member age 6 or above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns 6, their verification will be obtained at the next regular reexamination.
SECTION 15
SUITABILITY FOR TENANCY

The PHA will conduct criminal background checks on all adult household members, including live-in aids and will deny assistance to families because of drug-related criminal activity or violent criminal activity by family members. This check will be made throughout state or local law enforcement or court records in the case where the family member has lived in the local jurisdiction for the last three years. If the family or individual has lived outside the PHA’s local area the PHA may contact law enforcement agencies where the individual previously lived or request a check from the FBI’s National Crime Information Center.

The PHA will check the State sex offender registration program and will terminate assistance and/or deny for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the request of a prospective owner, the PHA may provide any factual information or third party written information they have relevant to a voucher holder’s history of, or ability to, comply with material standard lease terms or any history of drug trafficking.
SECTION 16
DENIAL OF APPLICANTS

A. The PHA Will Deny Assistance to Applicants Who:

1. Do not meet any one or more of the eligibility criteria;

2. Do not supply information or documentation required by the applicant process;

3. Fail to respond to a written request for information or a request to declare their continued interest in the program;

4. Fail to complete any aspect of the application or lease-up process;

5. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect health, safety, or well being of other tenants or staff, or cause damage to the property;

6. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 programs;

7. Have committed fraud, bribery, or any 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;

8. Have a family member who was evicted from public housing within the last three years;

9. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sell, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 USC 802;

10. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The PHA may waive this requirement if:

   a. The person demonstrates to the PHA’s satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

   b. The person has successfully completed a supervised drug or alcohol rehabilitation program;
c. The person has otherwise been rehabilitated successfully; or  
d. The person is participating in a supervised drug or alcohol rehabilitation program.

11. Have engaged in or threatened abusive violent behavior towards any PHA staff or residents;

12. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;

13. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

14. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

Any applicant whose name is being removed from the waiting list will be notified in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The PHA’s system of removing applicant’s names from the waiting list will not violate the rights of persons with disabilities. If an applicant’s failure to respond to a request for information or updates was caused by the applicant’s disability, the PHA will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the PHA will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

If the PHA determines that an applicant does not meet the criteria for receiving Section 8 assistance, the PHA will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The PHA will provide information how the applicant may obtain an informal review.

B. Time Frames for Denial:

Applicants may be denied admission for the following time frames, which shall begin upon the date of the application, unless as otherwise provided below:

1. Denied admission for 1 year – Applicants may be denied admission for one year for violation of the conditions of a certificate/voucher and subsequent termination, and/or for the illegal possession or personal use of a controlled substance and/or abuse of alcohol.
2. Denied admission for 3 years – Applicants may be denied admission for three years for persons evicted from public housing, Indian housing, section 8 housing, section 23 or other federal housing programs because of drug related criminal activity for the period beginning on the date of such eviction.

3. Denied admission for 5 years – Applicants may be denied admission for five years for fraud (giving false information on the application is considered fraud), and/or any arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or completion of probation period(s).

4. Denied admission for 10 years – Applicants may be denied admission for ten years for a conviction of drug trafficking.

5. Denied admission for life – Applicants may be denied admission for life for any individual who is subject to a lifetime registration requirement under a State sex offender registration program.

6. Denied admission for life – Applicants may be denied admission for life if they have been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of the assisted housing. Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
SECTION 17
DISAPPROVAL OF OWNERS

The PHA Will Deny Participation by an Owner for Any of the Following Reasons:

1. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

2. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

3. The owner has engaged in drug-related criminal activity, any violent criminal activity, or other prohibited activity;

4. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing-standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

5. The owner has a history or practice of renting units that fail to meet State of Local codes;

6. The owner has not paid State or Local real estate taxes, fines, or assessments;

7. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety, or right to peaceful enjoyment of the premises by tenants, PHA employees, owner employees, or residences by neighbors;

8. Other conflicts of interest under Federal, State, or Local law.

The Housing Authority will deny participation by any owner at the discretion of HUD.
SECTION 18
WAITING LIST

A. The Waiting List Will Contain the Following Information for Each Applicant:

1. The Applicant name;
2. Family unit size (number of bedrooms the family qualifies for under the occupancy guidelines);
3. Date and time of the application;
4. Local preferences, if applicable;
5. The application will be a permanent file.

B. Selection of Families:

Selection of families will be based on date and time of the application. Deconcentration goals/efforts as described within this policy shall supercede the selection of applicants based upon date and time.

Families who are elderly, disabled, or displaced will be offered housing before other single persons.

Nonwithstanding the above, if necessary to meet statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low income, the PHA retains the right to skip higher income families on the list to reach extremely low income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the PHA will monitor incomes of newly admitted families and the income of the families on the waiting list.

When a voucher is available, the PHA will select the family at the top of the waiting list. The order from the waiting list may not be based upon family size, or on the family unit size for which the family qualifies for under the PHA’s occupancy guidelines. If the PHA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the PHA will not skip the top family on the list, to admit an applicant with a smaller family unit size. Instead, the family at the top of the list will be admitted when sufficient funds are available.

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

When a family appears to be nearing the top of the waiting list and being offered assistance, the family will be invited to an interview and the family’s qualifications will
be re-verified. If the family no longer qualifies to be near the top of the list, the families name will be returned to the appropriate spot on the waiting list. The PHA will notify the family in writing of this type of determination, and give the family an opportunity for an informal review. If the family remains at the top of the waiting list they will be required to complete a full application, present social security number information, citizenship/eligible immigrant information and sign consent and release information forms.

All applicants who fail to keep a scheduled appointment for their interview will be sent a notice of denial. The PHA will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the PHA will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

C. **Removal From the Waiting List:**

The PHA shall not remove an applicant’s name from the waiting list unless:

1. The applicant request that the name be removed;

2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

3. The applicant does not meet either the eligibility or screening criteria for the program

D. **Purging the Waiting List:**

The PHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category, and preferences.
SECTION 19  
BRIEFING

When the PHA selects a family to participate in a tenant-based program, it must provide an oral briefing to cover the following subjects. When a family is selected from the waiting list the PHA will schedule a briefing. If they cannot attend the scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, the PHA may deny admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefings, the PHA will furnish such aids where doing so would result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the PHA will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

A. The Briefing Will Cover at Least the Following Subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside the Housing Authority’s jurisdiction;
4. Types of eligible housing;
5. For families qualified to lease a unit outside the Housing Authority’s jurisdiction under portability, an explanation of how portability works;
6. If a family is currently living in a high poverty census tract, in the PHA’s jurisdiction, the briefing will also explain the advantages of moving to an area that does not have a high concentration of poor families;
7. An explanation that the families share of the rent may not exceed 40% of the family’s monthly-adjusted income.

B. Briefing Packet:

In addition, the PHA will give the family a packet that contains information on all aspects of the Section 8 Voucher program. The packet will be given to eligible families at the time of issuing the Certificate or Voucher. The family will be required to sign for receipt of the packet. The packet will contain the following:

1. Information and Explanation for Prospective tenants
2. Voucher or Certificate
3. Utility Schedule
4. Voucher or Certificate Lease Addendum
5. Request for Lease Approval
6. Subsidy Standard with Explanation
7. A Good Place to Live
8. Lead Based Pain Brochure
9. Housing Discrimination Complaint Form
10. Equal Opportunity Certification
11. Landlord Listing
12. Family Obligations
13. Denial or Termination of Assistance
14. Informal Hearing Procedure
15. Progress Report on Lease Approval
16. Informational Sheet on Landlords
17. Model Lease
   (A standard lease is available for use by the landlord but is not required. The landlord may use a different lease than the one provided by the PHA, however, the landlord’s lease must not contain any clause adversely affecting the family’s rights under the lease. The PHA Section 8 Program Manager will review and approve the lease. The landlord and tenant must sign a HUD Lease Addendum in addition to the Landlord Lease. The HUD Lease Addendum will describe the lease provisions that are prohibited.)
SECTION 20
BEDROOM SIZE/SUBSIDY STANDARDS

These standards are based upon the assumption that each bedroom should accommodate no more than two persons; two adults will share a bedroom unless related by blood.

In determining bedroom size, the PHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away at school or in foster care.

Determining Bedroom Size:

The following general principals will be used to determine the proper bedroom size for each applicant and participants:

1. The head of household and co-tenant are usually assigned a separate bedroom.
2. Family members are generally assigned to bedrooms on the basis of two of the same sex per bedroom or of the opposite sex up to the age of six.
3. The PHA will assign a separate bedroom to any family member with a documented medical need.
4. The PHA will allow a child less than two years of age to share a bedroom with a parent(s).
5. The PHA shall not require children of the opposite sex, over the age of six to share a bedroom. The family shall have the opportunity to use the living room as a sleeping area, should they desire to do so.
6. Foster-adults and children will not be required to share a bedroom with family members.
7. Live-in aids will be provided a separate bedroom.
8. The PHA will treat a pregnant woman as a two-person family.
9. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
10. The family size unit for a family consisting of a single person must be either a zero or one bedroom unit, unless a live-in aid resided with the family. Any live in aid must be approved by the PHA, in advance, and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live in aid must be counted in determining the family unit size.
11. Families may select larger of smaller units than listed on their certificate, provided the gross rent does not exceed the Fair Market Rent for the appropriate unit size on the certificate.

12. Families may select a larger or smaller unit than listed on the Voucher but the payment standard for the size voucher, to which they are entitled, shall be used in rent compilation.

13. The PHA shall use the following Occupancy Standards/Subsidy Standards in determining the bedroom size Certificate/Voucher the family shall be issued:

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<th>Certificate/Voucher Size</th>
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SECTON 21
HAP CONTRACTS

As of August 12, 1999 the PHA will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into any new HAP contracts for tenancy under the Certificate Program. Certificates will be issued until the expiration of the existing contract.

If the PHA had entered into any HAP contracts for over FMR tenancy under the certificate program prior to the merge date of August 12, 1999 the tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements as described in 24 CFR 982.505, including calculation of the voucher housing assistance payment. However, 24 CFR 982.505(b)(2) will not be applicable for the calculation for the HAP payment prior to the effective date of the second regular examination of the family income and composition on or after the merge date of August 12, 1999.

The PHA will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of August 12, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The PHA will give at least 120 days written notice of such termination to the family and the owner, and the PHA will offer the family the opportunity for continued tenant based assistance under the voucher program. The PHA may deny the family the opportunity for continued assistance is accordance with 24 CFR 982.552 and 24 CFR 982.553.
SECTION 22
ISSUANCE OF VOUCHER

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

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum, and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the PHA during the term of the voucher. The PHA will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The PHA may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the PHA will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The PHA will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the PHA will provide the prospective owner with information regarding the program. Information will include PHA and owner responsibilities for screening and other essential program elements. The PHA will provide the owner with the family’s current and prior address as shown in the PHA records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the PHA will provide any factual information or third party written information they have relevant to a voucher holder’s history of, or ability to, comply with standard material lease terms.

Once family information has been verified, eligibility determined, subsidy calculated, and the family has attended the briefing the PHA will issue a voucher.

The initial term of the voucher will be 60 days. The PHA will grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family had made to find a unit must accompany the request. If the family documents their efforts and additional time can be reasonably be expected to result in success, the PHA will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the PHA will grant an extension allowing the family the full 120 days search time. If the PHA determines the additional search time would be a reasonable accommodation, the PHA will request HUD to approve an additional extension.
Upon submittal of a completed request for approval of tenancy the PHA will suspend the term of the voucher. The term will be in suspension until the date the PHA provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extension) to find a unit, not penalizing them for the period during which the PHA is taking action on their request. A family may submit a second request for approval of tenancy before the PHA finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority’s action on the second submittal. No more than two requests will be concurrently considered.

Once a voucher is issued the family will begin their search for a unit. When the family locates a unit that the owner is willing to lease, the family and owner will complete and sign a proposed lease. The HUD required addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the PHA during the term of the voucher. The PHA will review the request, the lease, and the HUD addendum and make an initial determination of approval of tenancy.

The PHA may assist the family in negotiating changes that may be required for the lease to be approvable. The PHA will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The PHA will promptly notify the owner and the family whether the unit and tenancy are approved.
SECTION 23
LEASE APPROVAL

Leases Will be Approved if the Conditions as Listed Below Are Met:

1. The unit is eligible;

2. The unit is inspected by the PHA and passes HQS;

3. The lease is approvable and includes the language of the tenancy addendum;

4. The rent to owner is reasonable;

5. The family’s share of the rent does not exceed 40% of their monthly adjusted income;

6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

7. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the PHA will advise the owner and the family in writing and advise them also of any actions they could take that would enable the PHA to approve the tenancy.

The lease term may begin only after the conditions as described above are met and the PHA approves the leasing of the unit.

The PHA will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the PHA will execute the contract. The PHA will not pay any housing assistance to the owner until the contract is executed. In no case will the contract be executed later than 60 days after the beginning of the lease term. Any contract executed after the 60-day period will be void and the PHA will not pay housing assistance to the owner.
SECTION 24
HOUSING TYPES

A. The PHA Will Approve Leases for the Following Types of Eligible Housing:

1. Single family dwellings
2. Apartments
3. Manufactured Home Space Rentals
4. House Boats

B. Ineligible Types of Housing:

Certain types of housing cannot be utilized for the Section 8 program. The following types of housing cannot be used:

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

The following types of housing cannot be used, except as reasonable accommodation for a family with disabilities:

1. Congregate Housing
2. Group homes
3. Shared Housing
4. Cooperative Housing

5. Single room occupancy housing
SECTION 25
SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants. When the tenant moves out of the dwelling unit, the owner, subject to State or Local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover the amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.
SECTION 26
MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, if the PHA has terminated the HAP contract. The PHA will issue the family a new voucher if the family does not owe the PHA or any other Housing Authority money, had not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the PHA has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

For families already participating in the Certificate and Voucher Program, the PHA will allow the family to move to a new unit if:

1. The assisted lease for the old unit has terminated;
2. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
3. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

Families considering transferring to a new unit will be scheduled to attend a mover’s briefing. All families who are moving, including any families moving into or out of the PHA’s jurisdiction, will be required to attend a mover’s briefing prior to the PHA entering a new HAP contract on their behalf.

This will provide the following:

1. A refresher on program requirements and the family’s responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
3. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
4. An explanation that the family share of the rent may not exceed 40% of the family’s monthly adjusted income;
5. Portability requirements and opportunities;
6. The need to have a reexamination conducted within 120 days prior to the move;
7. An explanation and copies of the forms required to initiate and complete the move, and

8. All forms and brochures provided to the applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner’s and the PHA’s approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the PHA a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family’s failure to provide a copy of the lease termination notice to the PHA will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the verified mail receipt and a copy of the lease termination notice to the PHA, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and the envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.
SECTION 27
PORTABILITY

The PHA will act as a receiving housing authority for portability under the Existing Section 8 program except in cases in which the Authority has entered into other agreements with other agencies to exchange one of its own Vouchers. One-year residency in the jurisdiction of the Initial PHA is required of all families prior to relocation to another area. In all other cases, the PHA will administer tenant-based program from the initial Housing Authority. The PHA will require families to finish proof of residency at the time of application (Copies of lease or utility bills to determine accuracy of family statements concerning residency). A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the PHA at the time family first submits its application for participation in the program to the PHA may lease a unit anywhere in the jurisdiction of the PHA or outside the PHA jurisdiction as long as there is another entity operating a tenant based Section 8 program covering the location of the proposed unit.

If the head or the spouse of the assisted family does not have a legal residence or work in the jurisdiction of the PHA at the time of its application, the family will not have any right to lease a unit outside of the PHA’s jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the PHA. Applicants that were on the waiting list prior to the final portability rule are not affected by the new residency time frame.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the PHA allow a participant to improperly break a lease. Under extraordinary circumstances the PHA will consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the PHA will not issue a voucher, and will terminate assistance.

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program. If a portable family is already a participant in the Initial Housing Authority’s Voucher Program, income eligibility is not re-determined.

A. Initial Housing Authority

It is the responsibility of the initial PHA to:

1. Determine if a family is income eligible in the area where the family wants to lease.
2. To advise the family on how to contact and request assistance from the receiving PHA. In addition, at the same time the initial PHA should notify the receiving PHA of the family’s expected arrival.

3. To provide the receiving PHA with the family’s most recent Family Report (HUD Form 50058) and the Family Portability Information Report (HUD Form 52665), as well as all related verification information. The PHA has the option to conduct a new re-examination. However, this process may not delay issuing the family a voucher unless the re-certification is necessary to determine income eligibility.

4. To brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant mover’s briefing.

5. To advise the family how to contact and request assistance from the Receiving Housing Authority.

6. To, within ten calendar days, notify the receiving Housing Authority to expect the family.

B. Receiving Housing Authority:

1. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the reviving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

2. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family voucher. If there is more than one such housing authority, the initial Housing Authority may choose which housing authority shall become the receiving Housing Authority.

3. When the portable family requests assistance form the receiving housing authority, the receiving housing authority will within ten calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the receiving Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.

4. The receiving Housing Authority will issue a voucher to the family. The term of the receiving Housing Authority’s voucher will not expire before the expiration date of any Initial Housing Authority’s voucher. The receiving Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the receiving Housing Authority during the term of the receiving Housing Authority’s voucher.
5. The receiving Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the receiving Housing Authority’s subsidy standards.

6. The receiving Housing Authority will within ten calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

7. If the receiving Housing Authority opts to conduct a new reexamination, the receiving Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

8. In order to provide tenant-based assistance for portable families, the receiving Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority of the receiving Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

9. If funding is available under the consolidated ACC for the receiving Housing Authority’s Voucher Program when the portable family is received, the receiving Housing Authority will absorb the family into its Voucher program. After absorption, the family is assisted with funds available under consolidated ACC for the receiving Housing Authority’s tenant-based program.

C. Portability Billing:

To cover assistance for a portable family, the receiving housing authority may bill the initial housing authority for the housing assistance payments and administrative fees as follows:

1. The initial housing authority should promptly reimburse the receiving housing authority for the full amount of the housing assistance payments made by the receiving housing authority for the portable family. The amount of the housing assistance payment for a portable family in the receiving housing authority’s program is determined in the same manner as for other families in the receiving housing authority’s program.

2. The initial housing authority will promptly reimburse the receiving housing authority for 80% of the initial housing authority’s on-going administrative fee for each unit that the family receives assistance under the tenant based programs and is assisted by the receiving housing authority. If both housing authorities agree, they may negotiate a different amount of reimbursement.
3. When a portable family moves out of the tenant-based program of a receiving housing authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the receiving housing authority, and the first housing authority is no longer required to provide assistance for the family.
SECTION 28
RENT AND HAP PAYMENT

After August 12, 1999, the PHA will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

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

1. Before any increase in rent to owner is approved;

2. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

3. If the Housing Authority or HUD directs that reasonableness be re-determined.

In making a rent reasonableness determination, the PHA will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The PHA will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance, and utilities of the unit and the comparable units.

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

The PHA will establish minimum base rent amounts for each unit type and bedroom size. To the base the PHA will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

A. Maximum Subsidy:

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

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.
For a Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

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

B. Payment Standard:

HUD requires that the payment standard be set by the PHA at between 90 and 110% of the FMR. The PHA considers vacancy rates and rents in the market area, size and quality of the units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer of that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

If success levels are projected to be extremely high and rents are being projected to be at or below 30% of income, the PHA shall reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The PHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

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

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

If the unit rented by the family is located in an exception rent area; the PHA will use the appropriate payment standard for the exception rent area.

During the HAP contract term for a unit, the amount of payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent t owner exceeds the current rent to owner; or
2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

At the annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, the payment standard as described in 1 and 2 above does not apply.

If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered with determining the payment standard at the next annual reexamination.

C. Total Tenant Payment:

The total tenant payment is equal to the highest of:

1. 10% of monthly income;
2. 30% of adjusted monthly income;
3. Minimum rent;
4. The welfare rent.

Plus any rent above the payment standard.

D. Minimum Rent:

The PHA has established the minimum rent as $50.00.

If a family requests hardship exemption, the PHA will suspend the minimum rent for the family beginning the month following the family’s hardship request. The suspension will continue until the PHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
   a. When a family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or Local assistance program;
   b. When the family would be evicted as a result of the imposition of the minimum rent requirement.
c. When the income of the family has decreased because of changed circumstances, including the loss of employment.

d. When the family has an increase in expense because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

e. When a death has occurred in the family.

2. No hardship. If the PHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of the minimum rent to the PHA for the time of suspension.

3. Temporary hardship. If the PHA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family’s request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The PHA will offer a reasonable payment agreement for any minimum rent back payment paid by the PHA on the family’s behalf during the period of suspension.

4. Long-term hardship. If the PHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

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

E. Section 8 Merged Vouchers:

The following applies to Section 8 Merged Vouchers:

1. The payment standard is set by the PHA between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.
SECTION 29
UTILITY ALLOWANCE

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

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

The PHA reviews the utility allowance schedule annually and revises any allowances for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The PHA maintains information supporting the annual review of utility allowance and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Program Coordinator.

The PHA uses the appropriate utility allowance for the size of the dwelling unit actually leased by the family (rather than the family unit size as determined under the PHA subsidy standards).

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

The PHA will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family’s share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.
SECTION 30
HOUSING ASSISTANCE PAYMENT (HAP)

The PHA pays the owner the lesser of the housing assistance payment or the rent to the owner. If payments are not made when due, the owner may charge the PHA a late payment, agreed to in the Contract and in accordance with generally accepted practices in the PHA’s jurisdiction.
SECTION 31
CHANGE OF OWNERSHIP

The PHA requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the PHA’s rent payment or the address as to where the rent payment should be sent.

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

1. Deed of Trust showing the transfer of title; and

2. Tax Identification Number of Social Security Number.

New owners will be required to execute IRS form W-9. The PHA may withhold the rent payments until the taxpayer identification number is received.
SECTION 32
INSPECTIONS

Types of HQS Inspections:

1. Initial Inspections – Performed by the PHA staff after receiving the Request for Lease Approval from the applicant.

2. Yearly Annual Inspection – As required by HQS for tenants continuing to receive assistance and remaining in the same unit. An inspection to determine that the unit continues to meet HQS.

3. Re Inspection – Inspections that are performed by the PHA staff for the purpose of re-verifying that deficiencies noted on the previous inspection have been corrected and meet HQS.

4. Quality Control Inspection – Supervisory inspections on at least 5% of the total number of units that were under lease during the PHA’s previous fiscal year.

5. Special Inspection – These types of inspections may be necessary when a Federal Official visits the PHA to perform a compliance review of the PHA and/or the Owner may request a special inspection to be performed to document the condition of the unit.

6. Move Out Inspection – These inspections are performed after the tenant moves out of the unit and the owners and/or the owners representative will be required to attend the move-out inspection. If the tenant plans to remain in the unit and the HAP contract is going to be cancelled, the inspection can be performed with the tenant in place. Move out inspections substantiate possible damage claim/violation of family obligations. The Owner may write the PHA and indicate that there are no damages and a move out inspection is not required. If an Owner requests a move out inspection to substantiate a damage claim/violation of family obligation, the inspection must be complete prior to the work being done that will correct the damage. The Owner must request an inspection within five business days of the move out in order to submit a damage claim, if applicable. If the PHA cannot schedule the inspection prior to re-rental of the unit, the PHA may give the owner permission to submit a damage claim/violation of family obligation with pictures of the unit in order to substantiate the damage. The PHA may use this evidence to terminate the continuing assistance to the participant because of family violation. (The PHA is not responsible for any damages to the unit and will not process any damage claims for HAP contracts signed after 10/02/1995.

7. Complaint Inspection – An inspection cause by the PHA receiving a complaint on the unit by anyone.
8. Emergency Inspection – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

The PHA will inspect all units to ensure that they meet the Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the unit meets HQS.

The PHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the PHA to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the PHA will only schedule one more inspection. If the family misses two inspections, the PHA will consider the family to have violated a Family Obligation and their assistance will be terminated.
SECTION 33
HOUSING QUALITY STANDARDS (HQS)

A. Owner Responsibility:

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA will take prompt and vigorous action to enforce the owner obligations. The PHA’s remedies for such breach of the HQS includes termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

3. The PHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any PHA approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the PHA may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility:

1. The family is responsible for a breach of the HQS that is caused by any of the following:
   
a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

   c. Any member of the household or guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any PHA approved extension).

3. If the family has caused a breach of the HQS, the PHA will take prompt and vigorous action to enforce the family obligations. The PHA may terminate assistance to the family in accordance with these policies and 24 CFR 982.552.
C. **Housing Quality Standards (HQS):**

The PHA will use the Housing Quality standards as set forth in 24 CFR 982.401, as currently published and as may subsequently be amended in the operation of its Section 8 program(s). The acceptability criteria as listed in the referenced regulations and the HUD Inspection Booklet and/or forms will be used in the inspection for HQS.

HQS inspections will be performed by the Section 8 staff or designee. In addition, other Section 8 staff may periodically perform or assist in inspections to maintain familiarity with those aspects of the program. Inspection expertise may be maintained through periodic training and workshops.

In addition to using the HUD Housing Quality Standards in inspecting and approving units, the PHA requires the installation of smoke detectors on every floor (including basements) except crawl spaces and unfinished attics, per dwelling unit. Failure to comply with this section will result in a failure of the unit for occupancy by a person/family receiving Section 8 assistance.

Current performance requirements include:

1. Sanitary Facilities
2. Food Preparation and Refuse Disposal
3. Space and Security
4. Thermal Environment
5. Illumination and Electricity
6. Structure and Materials
7. Interior Air Quality
8. Water Supply
9. Lead-based Paint
10. Access
11. Site and Neighborhood
12. Sanitary Conditions
13. Smoke Detectors
In addition each sleeping room shall have at least one exterior window that can be opened.

D. Correcting Initial HQS Fail Items

The PHA will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the PHA to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

E. HQS Fail Items for Units Under Contract:

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

If the owner fails to correct the HQS failed items after the proper notification has been given, the PHA will abate payment and terminate the contract in accordance with these policies.

If the participant fails to correct the HQS failed items that are family-caused after the proper notification has been given, the PHA will terminate assistance for the family in accordance with these policies.

F. Time Frames for Corrections:

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.
G. **Extensions:**

At the sole discretion of the PHA, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the PHA will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

H. **Emergency Fail Items:**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

1. No hot or cold water
2. No electricity
3. Inability to maintain adequate heat
4. Major plumbing leak
5. Natural gas leak
6. Broken lock(s) on the first floor doors or windows
7. Broken windows that unduly allow weather elements into the unit
8. Electrical outlet smoking or sparking
9. Exposed electrical wires which could result in shock or fire
10. Unusable toilet when only one toilet is present in the unit
11. Security risks such as broken doors or windows that would allow intrusion
12. Other conditions which pose an immediate threat to health or safety

I. **Rent Abatement:**

When a unit fails to meet the HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract
is terminated. When the deficiencies are corrected, the PHA will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the PHA will send a notice of termination to both the owner and the tenant. The tenant will be given the opportunity to request an informal hearing.
SECTION 34
RE-EXAMINATIONS FOR CONTINUED OCCUPANCY

Re-examinations or Re-certifications of income and family circumstances are required at least annually and at certain other times in order to establish continued program eligibility and correct total tenant payment.

The PHA will mail a notification letter to the family advising them that it is time for their annual re-examination and to schedule an appointment date. The letter will include applicable forms for the family to complete and bring to the interview. The letter will also advise the family that they may reschedule the interview if necessary, or make alternative arrangements due to a disability.

Failure for the family to report for re-examination or to cooperate in the supplying of required information will lead to termination of assistance.

Based on verified data on income and family composition, each family will have eligibility re-determined in accordance with applicable HID regulations with respect to:

1. Eligibility as a family or residual of a family;
2. Eligibility with respect to income, total tenant payment, and net assets;
3. Eligibility for size of dwelling unit required;
4. Eligibility with respect to compliance with program requirements; and
5. Eligibility as a citizen and/or eligible immigrant.

Each family will be advised in writing of the results of any re-examinations, including their right to a grievance hearing, if they disagree with the actions of the PHA.

Failure to complete re-examinations includes the following:

1. Failure to appear for a scheduled re-examination interview without making prior alternative arrangements with PHA;
2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility, or unit inspection;
3. Refusal to properly execute required documents; and/or
4. Failure to have a HQS inspection.

The information submitted by each family will be verified. Acceptable methods of verifications are the same as for admission.
Tenants with pets shall submit updated pet licensing and shot verification records with their completed re-certification application. This information is required to be submitted on an annual basis.

As all necessary items are verified, verification will be recorded in the tenants file. As part of the record, the responsible family member(s) shall sign and date the re-examination application. Where required, a duly authorized representative of the PHA shall also sign the required forms.

Follow-up actions after re-examination:

1. If the re-examination discloses that the tenant, at the time of the re-examination, made a misrepresentation that resulted in the tenant’s classification as eligible, when in fact the tenant was ineligible, the HAP will be discontinued immediately. If it is determined that at any time the tenant made a misrepresentation which resulted in a lower rent than should have been paid, the difference will be paid by the tenant to the PHA is full and assistance may also be terminated if fraud was involved. In the event that the falsification of income or family composition is discovered by the PHA, at any time of the year, a re-examination will immediately be scheduled, and the tenant will be required to pay the full amount of back rent owed, and may be terminated from the program if fraud was involved.

2. If at the time of re-examination a tenant is determined ineligible for the size of the current unit occupied, a new Voucher of appropriate size will be issued to the tenant and the staff will be responsible for assisting the tenant in finding a suitable unit. When and if an acceptable available unit is located, the lease along with the HAP contract with the current owner will be terminated in accordance with their terms. The new unit must meet all criteria of the HQS. HAP payments may not otherwise terminate with the current landlord unless the families’ voucher has expired and the family rejects without good reason the offer of a unit, which the PHA judges to be acceptable.

3. If a tenant is required to move due to the condition of the unit because the landlord refuses to correct the deficiencies, the PHA will terminate the HAP contract with the owner. Affected tenants will be issued a new voucher in advance of the termination date, if at all possible. These tenants will be given assistance in locating another standard unit where assistance is needed.

4. If the owner does not wish to renew the lease, and there are such provisions for the termination in the lease, tenant eligibility is re-determined as discussed in this section and a new voucher is issued. If the owner evicts the tenant and the PHA has incurred expenses on the tenant’s behalf, the tenant may or may not be determined ineligible for continued assistance if there is unpaid rent, damage claims, or other warranted circumstances.
A. Effective Date of Rent Charges for Annual Re-Examination:

The effective date will generally be the anniversary date with 30-day notice of any rent increase to the family.

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

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

B. Interim Re-Examinations:

1. The PHA reserves the right, at any time, to require that a tenant report for special re-examination or be re-examined every 30 days.

2. When a tenant reports no income, they may receive a special re-examination every 30 days.

3. When it is impossible to project a tenant’s income with any accuracy, special re-examinations may be conducted at intervals to be decided by the PHA until a reasonable projection can be made.

4. When a tenant reports loss of income, a re-examination will be held to recalculate the total tenant payment.

5. When the source of income has changed.

All reduction is total tenant payment will be effective on the first day of the month following the date in which all required documents are received.

Increases or decreases in the total tenant payment will be effective on the second of the month in which the change occurred. The Voucher holder is required to retroactively repay the full amount of any difference between the original tenant payment and the new tenant payment.

During an interim re-examination only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes between regular re-examinations:

1. A member has been added to the family, through birth or adoption or court awarded custody.
2. A household member is leaving or has left the unit.

3. Family break-up.

In circumstances of a family break up, the PHA will determine which family member will retain the certificate or voucher. The PHA shall take into account the following factors:

1. To whom the certificate or voucher was issued.

2. The interest of the minor children or of the ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

4. Whether family members were forced to leave the unit as a result of actual threatened physical violence by a spouse or other members(s) of the household.

If a court determines disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the PHA will be bound by the court’s determination of which family members continue to receive program assistance.

C. Adding a New Family Member to the Lease:

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that then new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant.

The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for other applicants. The PHA will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible of does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the PHA will grant approval to add their name to the lease. At the same time, the family’s annual income will be recalculated taking into account the income and circumstances of the new family member.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family’s circumstances. Upon such request, the PHA will take timely action to process the interim reexamination and recalculate the family share.
SECTION 35
DENIAL OR TERMINATION OF ASSISTANCE

A. Denial of Termination of Assistance by PHA:

The PHA may at any time deny or terminate program assistance for a participant, because of the following listed actions or inaction by the household:

1. Applicants who owe rent or other amounts to this or any other PHA in connection with Section 8 or Public Housing assistance.

2. Applicants (as previous tenant in a Section 8 Program) or tenants that have not reimbursed this or another PHA for any amounts paid to a landlord under a contract rent or other amounts owed by the family under the lease or for a vacated unit.

3. Tenants who are guilty of program abuse or fraud in any Federal housing assistance program.

4. Tenants who owe PHA money or breached a repayment agreement will not be issued another certificate or voucher to move to another unit.

5. Tenants who are in default of an executed repayment agreement must pay their remaining outstanding balance prior to issuance of a certificate or housing voucher to move. Tenants will be able to remain in their current unit.

6. Tenants whose total tenant payment is sufficient to pay the full gross rent and one year has elapsed since the PHA’s last housing payment was made.

7. Tenants whose members do not provide their Social Security Numbers and documentation as required or within the required time frame specified by the PHA.

8. Tenants who have violated any family obligations under the program.

9. If a present participant, under lease in the Section 8 program, owes the PHA any outstanding debt, a payment agreement may be executed. Time frame on the debt is determined by the amount owed to the PHA, however, the debt should be paid in full within 12 months or before the issuance of a new certificate or voucher.

10. Any member of a tenant family that commits a criminal or other activity that threatens health, safety, or right to the peaceful enjoyment of premises by other tenants or persons residing in the immediate vicinity of premises.

11. Housing assistance may be terminated for failure to pay rent, maintain utilities and/or because of damage to the premises.
12. If a family member has been evicted from public housing, of the certificate or voucher program.

13. If a family member fails to sign and submit consent forms.

14. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-rataion of assistance, or temporary deferral of assistance. If PHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family’s assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

15. If any member of the family commits drug-related criminal activity, or violent criminal activity.

16. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

17. If a family participating in the FSS program fails to comply, without good cause, with the family’s FSS contract of participation.

18. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

19. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

20. The PHA determines that there is insufficient funding for their contract with HID to support continued assistance for families in the program.

21. If a household member’s illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the PHA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

22. The owner has breached the contract in any of the following ways:

   a. If the owner has a violated any obligation under the HAP contract for the dwelling unit, including the owner’s obligation to maintain the unit in accordance with the HQS.

   b. If the owner has violated any obligation under any housing assistance payments contract under Section 8.
c. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

d. If the owner has engaged in drug trafficking.

e. For projects with HUD insured mortgages, or loans, if the owner failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has began eviction proceedings and the family continues to occupy the unit the PHA will continue to make payment until the owner obtains a judgment, possession of the unit, or the family moves out.

In deciding whether to terminate assistance because of action or inaction by member of the family, the PHA may consider all of the circumstances in each case, including the seriousness of the case, of participation of individual members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The PHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the PHA seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the PHA provides notice to the family of the PHA’s determination to deny or terminate assistance.

In determining whether to terminate assistance for these reasons the PHA will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
B. **Termination of Assistance by the Family:**

The family may terminate the lease without cause upon proper notice to the owner and to the PHA after the first year of the lease. The length of the notice that is required is stated in the lease, usually 30 days.

C. **Termination of Assistance by the Owner:**

The Owner may terminate the lease during its term on the following grounds:

1. Serious or repeated violations of the terms or conditions of the lease;

2. Violation of Federal, State, or Local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;

3. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises or other person residing in the immediate vicinity of the premises.

4. Any drug-related criminal activity on or near the premises;

5. Other good cause, which may include, but not limited to:
   a. Failure by the family to accept the offer of a new lease;
   b. Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
   c. The owner’s desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
   d. A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

During the first year the owner may not terminate tenancy for other good cause unless the reason is because of actions of the household or failure of the household to do.

The owner may only evict the tenant by instituting court action. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

The owner may terminate the contract at the end of the initial lease term or any extension for the lease term without cause by providing notice to the family that the lease term will not be renewed.
D. **Termination of the Lease by Mutual Agreement:**

The family and owner may at any time mutually agree to terminate the lease.

E. **Automatic Termination of Contract:**

1. If the PHA terminates assistance, the contract will terminate automatically.

2. If the family vacates the unit, the contract will terminate automatically.

3. The contract will terminate automatically 180 calendar days after the last housing assistance payment to the owner.
SECTION 36
CLAIMS FOR DAMAGES, UNPAID RENT, & VACANCY LOSS FOR HAP
CONTRACTS IN EFFECT BEFORE OCTOBER 2, 1995

This section only applies to HAP contracts in effect before October 2, 1995. Certificates have
provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages
and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed
unless PHA has performed a move-out inspection. Either the tenant or the owner can request the
move-out inspection. Ultimately, it is the owner’s responsibility to request the move-out
inspection if he/she believes there may be a claim.

A. Damage Claims:

Damage claims are limited in the following manner:

1. In the Certificate Program, owners are allowed to claim up to two months contract
   rent minus greater of the security deposit collected of the security deposit that
   should have been collected under the lease.

2. In the Voucher Program, owners are allowed to claim up to one-month contract
   rent minus the greater of the security deposit collected of the security deposit that
   should have been collected under the lease. There will be no payment for vacancy
   losses under the Voucher Program.

3. No damage claims will be paid under either program effective on or after October 2,
   1995.

B. Owner Claims:

In accordance with the HAP contract, owners can make special claims for damages,
unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the
tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and
completeness. Claims are then compared to the move-in and move-out inspections to
determine if an actual claim is warranted. No claim will be paid for normal wear and tear.
Unpaid utility bills are not an eligible claim item.

The PHA will make payments to owners for approved claims. It should be noted that the
tenant is ultimately held responsible for any damages, unpaid rent, and vacancy loss paid
to the owner and will be held responsible to repay the PHA to remain eligible for the
Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for
damages. The PHA will develop a list of reasonable costs charged for items routinely
included on damage claims. The list will be used as a guide.
Owners can claim unpaid rent owed by the tenant up to the date of the HAP termination.

In the certificate program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the PHA immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter,

All claims and supporting documentation under this Section must be submitted to the PHA within 30 days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

C. Tenant Responsibilities

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the PHA. This shall be done either paying the full amount due immediately upon the PHA submitting a request for a payment with a Repayment Agreement that is approved by PHA.

If the tenant is delinquent on any current Repayment Agreement or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.
SECTION 37
COMPLAINTS

The PHA will investigate and respond to complaints by participant families, owners, and the general public. The PHA may require the complaints other than HQS violations to be put in writing. Anonymous complaints are investigated whenever possible.
SECTION 38
INFORMAL REVIEWS

A. Informal Review for the Applicant:

The PHA will give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reason for the PHA’s decision. The notice will also state that the applicant may request an information review of the decision and the notice will describe how to obtain the informal review.

The PHA will give an applicant an opportunity for an informal review of the PHA’s decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the PHA other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the PHA’s decision.

3. The PHA will notify the applicants of the PHA’s decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

An informal review is not required for any of the following:

1. Discretionary administrative determinations by the PHA.

2. General policy issues or class grievance.

3. A determination of the family unit size under the PHA subsidy standards.

4. A PHA determination not to approve an extension or suspension of a certificate or voucher.

5. A PHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.

6. A PHA determination that a unit selected by the applicant is not in compliance with HQS.

7. A PHA determination that the unit is not in accordance with HQS because of family size or composition.

Informal review procedures for denial of assistance on the basis of ineligible immigration status are as follows:
The applicant family may request that the PHA provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of the receipt of the INS appeal decision. For applicant families, the Informal Review Process listed above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the Notice of Denial of Termination of Assistance, or of the INS appeal decision to request the review.

B. Informal Hearings for Participants:

The Housing Assistance Payments Program will provide an opportunity for an informal hearing if requested by the family, to consider whether the following decisions or determinations relating to the individual circumstances of the family are in accordance with the law, the U.S. department of Housing and Urban Development’s regulations and the rules and regulations of the PHA. The procedure is as follows:

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’s utility allowance schedule.

3. A determination of the family unit size under the PHA’s subsidy standards.

4. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA’s subsidy standards, of the PHA’s determination to deny the family’s request for an exemption 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 the PHA policy and HUD rules.

In cases described in paragraphs 1, 2, and 3 of this section, the PHA will notify the family that the family may ask for an explanation of the basis of the PHA’s determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

In cases described in paragraphs 4, 5, and 6 of this section, the PHA will give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract. The PHA will give the family prompt written notice that the family may request a hearing within 10 business
days of the notification. The notice will contain a brief statement of the reasons for the decisions, and state that if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

An informal hearing is not required and will not be provided for a participant family for any of the following reasons:

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 certificate or 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 HQS. (However, the PHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A PHA determination that the unit is not in accordance with HQS because of the family size.
8. Determination by the PHA to exercise or not exercise any right or remedy against the owner under a HAP contract.

Where a hearing is required under this section, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

C. Hearing Procedures:

1. Discovery:
   a. Before the hearing the family will be given the opportunity to examine any PHA documents that are directly relevant to the hearing. The family will be allowed to copy any such documents at the family’s expense. If the PHA does not make the document(s) available for examination upon request of the family, the PHA may not rely on the document at the hearing.
   b. The PHA will be given the opportunity to examine, at the PHA’s offices before the hearing, any family documents that are directly relevant to the hearing. The PHA will be allowed to copy any such documents at the
PHA’s expense. If the family does not make the document(s) available for examination on request of the PHA, the family may not rely on the documents at the hearing.

Documents – The term document includes records and regulations.

2. Representation of the Family:

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

3. Hearing Officer:

a. The hearing will be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the PHA hearing procedures.

4. Evidence:

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

5. Issuance of Decision:

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision:

The PHA is not bound by a hearing decision:

a. Concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the PHA hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or Local law.
c. If the PHA determines that it is not bound by a hearing decision, the PHA will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

D. Considering Circumstances:

In deciding whether to terminate assistance because of action or inaction by members of the family, the PHA may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial on or termination of assistance on other family members who were not involved in the action or failure.

The PHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the PHA seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the PHA provides notice to the family of the PHA’s determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the PHA will consider evidence of whether the household member:

4. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

5. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

6. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
SECTION 39
DEFINITION OF TERMS

1937 Housing Act: The United States Housing Act of 1937 (42 USC 1437 et seq.)

50058 Form: The HUD form that Housing Authority’s are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim re-examinations.

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. (24 CFR 982.4)

ACC: Annual Contributions Act

ACC Reserve Account: Formally project reserve. An account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ADC (during a PHA fiscal year) exceeds the amount actually approved and paid. The account is used as the source of additional payments for the program.

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Adjusted Family income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:

1. A deduction of $480 for each member of the family (other than head of household or spouse) who is:
   a. Seventeen years of age or younger; or
   b. Who is eighteen years of age or older and a verified full time student and/or is disabled or handicapped according to this section.

2. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under 13 years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income form employment (if employed).

3. A deduction of $400.00 for Elderly Family whose head, spouse, or sole member is 62 years of age or older and/or is handicapped or disabled according to this section.

4. A deduction for any elderly family:
a. That has no handicapped assistance expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three percent (3%) of Total Annual Family Income.

b. That has handicapped assistance expenses greater than or equal to 3% of the Total Annual Family Income, an allowance for handicapped assistance computed in accordance with paragraph 6 of this section, plus an allowance for medical expenses that is equal to the family’s medical expenses.

c. That has handicapped assistance expenses that are less than 3% of Total Annual Family Income, an allowance for combined handicapped assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds 3% of the Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for, nor covered by insurance.

5. A deduction for any family that is not an elderly family but has a handicapped or disabled member other than the head of household or spouse, handicapped assistance expense in excess of 3% of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person.

6. Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges determined by the PHA, by conducting surveys of local child care providers. The results are posted in the PHA office(s).

NOTE: If the Total Annual Family Income less the above allowances results in a rent less than the established minimum rent, the residents rent will be established at the PHA’s established minimum rent.

Administrative Fee: A fee paid by HUD to the housing authority for the administration of the program.

Administrative Fee Reserve: Formerly Operating Reserve, An account established by the PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.
Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admissions: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP contract for a family (first day of the initial lease term).

Adult: A household member who is 18 years of age or older or who is the head of the household, or spouse, or co-head, or a person that has been relieved of the disability of non-age by the juvenile court. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

Allowances: Amounts deducted from the household’s annual income in determining adjusted income (the income amount used in the rent calculation). Allowances are given for elderly families, dependants, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain types of income specified in this policy. Annual income includes, but is not limited to, the following: (Ref: CFR 5.609)

1. The full amount, before any payroll deductions, or wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips, and bonuses);

2. 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. Any withdrawal of cash or other 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;
3. Interest, dividends, and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property.) All allowances for depreciation is permitted only as authorized in paragraph “2” of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family. Where the family has Net Family Assets in excess of $5,000.00, annual income shall include the greater of the actual income from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefit, and other types of periodic receipts, including a lump sum payment of the delayed start of a periodic payment;

5. Payments made in lieu of earnings, such as unemployment and disability compensation, social security benefits, workers compensation, and severance pay;

6. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

b. The maximum amounts that the welfare assistance agency could in fact allow for the family for shelter and utilities. If the families’ welfare assistance is rate reduced from the standards of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

7. Periodic and determinable allowances, such as alimony, child support payments, and regular (monthly) contributions of gifts, including amounts received from any persons not residing in the dwelling;

8. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependants, etc.) received by a family member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependants are residing in the unit. (See “hazardous Duty Pay”);
9. Payments to the head of the household for support of a minor or payments normally to a minor for his/her support, but controlled for his/her benefit by the head of the household or a resident family member other than the head who is responsible for his/her support;

10. Veterans Administration compensation (Service Connected Disability or Death Benefits).

Annual Income does not include such temporary, non-recurring, or sporadic income as the following:

1. Temporary non recurring or sporadic income (including gifts);

2. Amounts that are specifically for or in reimbursement of the cost of medical expenses for any family member;

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains, and settlement for personal or property losses (but see “payments in lieu or earnings” in this policy);

4. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

5. The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;

6. Amounts received under training programs funded by HUD;

7. Amounts received by a disabled person that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set aside for used under a plan to attain self-sufficiency;

8. Amounts received by a participant in other publicly assisted programs which are specifically for on in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

9. Monies received for performing census data collection;

10. Income from employment of children (including foster children) under the age of 18 years;
11. Payments received for the care of foster children;

12. Income of a Live-in Aid, as defined in 24 CFR 913.102

13. The value of any childcare 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.

14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility for benefits under a category of assistance programs that includes assistance under the Unites States Housing Act of 1937. A notice will be published in the Federal Register and distributed to PHA’s and IHA’s identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of benefits that qualify for that exclusion, effective July 23, 1990:

   a. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 USC 3050(f));

   b. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 USC 2017(b));

   c. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 USC 5044(g), 5058);

   d. Payments received under the Alaska Native Claims Settlement Act of 1973 (43 USC 1626(a));

   e. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 USC 459(e));

   f. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 USC 8624(f));

   g. Payments received under programs funded in whole or part under the Job Training Partnership Act (29 USC 1552(b));

   h. Income derived from the disposition of funds under the Grand River Band of Ottawa Indians (Pub L 94-540 Stat. 2503-2504);

   i. The first $2,000.00 of per capita shares received from judgment funds awarded by the Indian claims Commission of the Court of Claims (25 USC 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 USC 117);
j. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the costs of attendance at an educational institution (24 CFR 215.1(c)(6), 236.3(c), 813.106(c)(6), and 913.106(c)(6);

k. Payment received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange Product Liability Litigation M.D.L. No 381 (EDNY);

l. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub L 96-240, 94 Stat 1785);

m. Earned income tax credit (EITC) refund payment received on or after January 1991.

15. Per the final rule published in the Federal Register, dated November 18, 1996, the nine exclusions to annual income are:

a. Resident Service stipends – but only if it does not exceed $200 per month;

b. Adoption Assistance Payments – payments received for the care of adopted children that exceed $480 per month;

c. Full Amount of Student Financial Assistance – all amounts received from student financial assistance;

d. Earned Income of Full-time Students – exempts earnings in excess of $480 for each full-time student 18 years or older;

e. Adult Foster Care Payments – usually individuals with disabilities unrelated to the resident family who are unable to live alone;

f. Income from State of local training programs and training of resident management staff;

g. State tax credits and rebates for property taxes paid on a dwelling unit;

h. Homecare Payments – exempts amounts paid by a State agency to families that have developmentally disabled children or adult family members living at home;

i. Deferred periodic payments of SSI and Social Security.
If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** See net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than $5,000.00, income from the assets is “imputed” and the greater of actual assets income and imputed income is counted in annual income.

**Assisted Lease (lease):** A written agreement between the owner and a family for the leasing of a dwelling unit to the family. The lease establishes for conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Budget Authority:** An amount authorized and appropriated by Congress for payment to PHA’s under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certificate or Voucher Holder:** A family holding a voucher or certificate under un-expired search time.

**Certificate Program:** A rental certificate program.

**Certification:** The examination of a household’s income, expenses, and family composition to determine the household’s eligibility for program participation and to calculate the household’s rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

**Childcare Expenses:** Amounts anticipated to be paid by the family for the care of such children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.
Citizen: A citizen or national of the United States.

Common Space: In shared housing, space available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants for the purpose of obtaining income information from employers and SWICAS, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Contract Authority: The maximum annual payment by HUD to a PHA for a funding increment.

Contract Rent: The total amount of rent specified in the HAP contract as payable to the owner by the family and by HUD of the PHA on the family’s behalf.

Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit cooperation or association, and where a member of the cooperation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with the State and Local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development

Dependant: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or is a full time student. An unborn child shall not be considered a dependant.

Disability Assistance Expenses: Reasonable expenses that are anticipated during the period for which annual income is computed, for attendant care and auxiliary apparatus for a
disabled family member and that are necessary to enable a family member (including the
disabled member) to be employed, provided that the expenses are neither paid to a
member of the family nor reimbursed by an outside source.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; or
two or more persons with disabilities living together; or one or more persons with
disabilities living with one or more live-in aids.

**Disabled Person:** See “Person with disabilities”

**Displaced Family:** A family in which each member, or whose sole member, is a person
displaced by governmental action (such as urban renewal), or a person whose dwelling
has been extensively damaged or destroyed as a result of a disaster declared or otherwise
formally recognized pursuant to Federal disaster relief laws.

**Displaced Person:** A person displaced by governmental action (such as urban renewal), or a
person whose dwelling has been extensively damaged or destroyed as a result of a
disaster declared or otherwise formally recognized pursuant to Federal disaster relief
laws.

**Drug Related Criminal Activity:** Illegal use or personal use of a controlled substance, and the
illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell,
or distribute or use a controlled substance.

**Drug Trafficking:** The illegal manufacture, sale, distribution, or the possession of with intent to
manufacture, sell, or distribute a controlled substance.

**Effective Date:** The “effective date” of an examination or re-examination refers to (1) in the
case of an examination for admission, the effective date of initial occupancy, and (2) in
the case of re-examination of an existing tenant, the effective date of the re-determined
Total Tenant Payment.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62
years of age; or two or more persons who are at least 62 years of age living together; or
one or more persons who are at least 62 years of age living with one or more live-in aids.

**Elderly Person:** A person who is at least 62 years of age.

**Evidence of Citizenship or Eligible Status:** The documents that must be submitted to evidence
citizenship or eligible immigrant status.

**Exception Rent:** An amount that exceeds the published fait market rent.

**Extremely Low-Income Families:** Those families whose incomes do not exceed 30% of the
median income for the area, as determined by the secretary with adjustments for smaller
or larger families.
**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 USC 3601 et seq.).

**Fair Market Rent (FMR):** The rent, including the costs of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMR’s are published periodically in the Federal Register.

**Familial Status:** A single, pregnant person that is considered as a family of two people. The pregnancy requires verification from a doctor that specifies the name of the applicant and must be furnished to the PHA. In addition, a single person in the process of securing custody through adoption and other means should be treated identically as a single pregnant woman but must provide evidence of a reasonable likelihood of success to be admitted for occupancy prior to obtaining custody by an adoption agency, court order or other certified legal document.

**Family:** Includes, but is not limited to:

1. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

2. An elderly family;

3. A near-elderly family;

4. A disabled family;

5. A displaced family;

6. The remaining member of a tenant family; and

7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family Members:** All household members except live-in aids, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 USC 1437(u)).

**Family Share:** The portion of rent and utilities paid by the family.
Family Unit Size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority’s subsidy standards.

FMR/Exception Rent Limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/Exception rent limit.

Foster Children: With the prior written consent of the PHA, a foster child may be added as a Section 8 Participant. The factors considered by the PHA in determining whether or not consent is granted may include: Whether the addition of new occupancy may require the issuance of a new certificate or voucher, and whether such documents are available, and the Section 8 landlord’s obligation to allow reasonable accommodation for foster persons.

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. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Funding Increment: Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

Gross Rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aids).

Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family or reimbursed by an outside source.

Handicapped Person and/or Disabled Person: A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his/her ability to live independently;

3. Is of such nature that said disability could be improved by more suitable housing conditions
Note: All three conditions listed about must be met to qualify as handicapped. Also, a person who is under a disability as defined in Section 223 of the Social Security Act (42 USC 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below:

Section 223 of the Social Security Act defines a disability as:

1. “Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

2. In the case of any individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416(i) 1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.”

Section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines a disability as:

“A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 18, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

Head of Household: The adult member of the family who is head of the household for purposes of determining income eligibility and rent.

Household Members: Include all individuals who reside in or will reside in the unit and who are listed on the lease, including all live-in aids, foster children, and foster adults.

Housing Agency: Hereinafter referred to as a Public Housing Authority (PHA). A state, county municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian Housing Authority (IHA).

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family’s lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to the owner.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 Program.
**Housing Voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing Voucher Holder:** A family that has an un-expired housing voucher.

**HUD:** The Department of Housing and Urban Development

**HUD Requirements:** HUD requirements for the Section 8 Program are issued by HUD headquarters as regulations, Federal Register notices, or other binding program directives.

**IHA:** Indian Housing Authority

**Imputed Income:** For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**INS:** The U.S. Immigration and Naturalization Service

**Income Category:** Designates a family’s income range. There are three categories: low income, very low income, and extremely low income.

**Income Exclusions:** Annual Income does not include such temporary, non-recurring, or sporadic income as the following:

1. Temporary: Casual, sporadic, or temporary, non-recurring income, including gifts.

2. Medical Reimbursement: Amounts that are specifically received from, or are in reimbursement or, the cost of illness or medical care.

3. Lump Sum Additions to Family Assets: Such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and worker’s compensations, capital gains, and settlements for personal or property losses.

4. Scholarships: Full amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the United States Government to a veteran for use in meeting costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.

5. Relocation Payments: Made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636).
6. Food Stamps: The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 (7 USC 2017(b)).

7. Domestic Volunteers Service Act: Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 (42 USC 4636).

8. Income of a Live-In Aide: (as defined in this policy)

9. Job Training Partnership Act: Payments received from the Job Training Partnership Act (29 USC 1552(b)).

10. Hazardous Duty Pay: For a family member in the Armed Forces away from home and exposed to hostile fire.

11. Minor Income: Income from employment of children (including foster children) under the age of 18 years.

12. Foster Care: Payments received for the care of foster children.

13. Alaska Native Claims Settlement Act: Payments received under the Alaska Native Claims Settlement Act (43 USC 1629(a)), or reparation payments made by foreign governments in connection with the Holocaust.

14. Sub marginal Land Income: Income derived for certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 USC 459(e)).

15. Home Energy Assistance Program: Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 USC 8624(f)).


17. Indian Claims Commission of the Court of Claims: The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-1408), or from funds held in trust for an Indian tribe by the secretary of Interior (25 USC 117(b), 1407).

18. Older Americans Act: Payments from Programs under the Title V of the Older Americans Act of 1965 (42 USC 3056(f)).
19. HUD Training: Amounts received under training programs funded by the Department of Housing and Urban Development.

20. Plan to Attain Self-Sufficiency: Amounts received by a disabled person that are disregarded for a limited time for purpose of Supplemental Security Income eligibility and benefits because they are set aside for used under a Plan to Attain Self-Sufficiency (PASS).

21. Other Publicly Assisted Programs: Amounts received by a participant in other publicly assisted program with are specifically not for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc,) and which are made solely to allow participation in a specific program.

22. Earned Income Tax Credit Refund: For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.

23. A Resident Service Stipend: A resident stipend is a modest amount (i.e. $200.00 or less per month), received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and resident management. No resident may receive more than one such stipend during the same period of time. The exclusion exempts resident service stipends from annual income, but only if the resident service stipend does not exceed $200.00 per month. Compensation from state or local employment training programs and the training of a family member as a resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance.

24. Adoption Assistance Payments: Income payments received for the care of adopted children to the extent that the payments exceed $480.00 per adopted child.

25. Student Financial Assistance: This exclusion exempts from annual income all amounts received from student financial assistance. Student financial assistance is interpreted broadly to include all various scholarships, educational entitlements, grants, work-study programs, and financial aid packages.

26. Earned Income of Full-Time Students: This exclusion exempts the earnings in excess of $480.00 for each full time student 18 years of age and older, except for the head of household and spouse. The exemption only applies to earnings in excess of $480.00, since the family receives a $480.00 deduction from income for any full-time student.
27. Adult Foster Care Payments: This exclusion removes from the computation of annual income payments for the care of foster adults, usually individuals with disabilities, unrelated to the family, who are unable to live alone. Currently, only payments for the care of foster children are excluded from annual income. In adding this exclusion, the Department is not requiring that housing authorities or owners permit foster adults in assisted housing.

28. Compensation from State or Local Job Training Programs and Training of Resident Management Staff: This exclusion exempts compensation received from qualifying employment training programs and the training of resident management staff. To qualify under this exception, the compensation received must be a component of a state or local employment-training program that clearly defined goals and objectives. Moreover, only the compensation received incident to the training program is excluded, (i.e. any additional income received during the training program, such as welfare benefits, will continue to be counted as income). In addition, this exclusion only covers compensation received while the resident participated in the employment training program and the duration of the participation must be for a limited period determined in advance. An example of compensation, which falls under this exclusion, is compensation received from on-the-job training and during apprenticeship programs.

29. Property Tax Rebates: This provision-excluded state rent credits and rebated for property taxes paid on a dwelling unit.

30. Home Care Payments for Disabled Children or Adult Family Members: This exclusion exempts amounts paid by a state agency to families who have developmentally disabled children or adult members living at home. States that provide families with home care payments do so to offset the cost of services and equipment needed to keep a developmentally disabled family member at home.

31. Differed Periodic Payments: Deferred payments of supplemental security income and social security benefits that are received in a lump sum payment.

Indian: Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

Indian Housing Authority: A housing authority agency established either:

1. By exercise of the power of self-government or an Indian Tribe, independent of State law; or

2. By operation of State law providing specifically for housing authorities for Indians.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and
earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Contract Rent: In the certificate program, the contract rent at the beginning of the initial lease term.

Initial Housing Authority: In portability, both (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial PHA: In portability, the term refers to both: A PHA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA. A PHA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing PHA.

Initial Lease Term: The initial term of the assisted lease. The initial lease term must be for at least one year.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to the owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household’s income, expenses, and household status conducted between the annual recertification when changes in household’s circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and Local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the condition for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member’s cooperative dwelling unit by the member’s family with HAP to the cooperative under a HAP contract between the cooperative and the PHA. For purposes of Part 982, the cooperative is the Section 8 “owner” of the unit, and the cooperative member is the Section 8 “tenant”.

Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD.

Live-In-Aide: A person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who:
1. Is determined to be essential to the care and well being of the persons;

2. Is not obligated for the support of the persons; and

3. Would not be living in the unit except to provide the necessary supportive services.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

MSA: Metropolitan Statistical Area

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufactured Home Space: In manufactured home space rental: A spaces leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical Expenses: Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. (Medical expenses are allowed only for the elderly, disabled, or handicapped households.) The amount available as a deduction is that amount in excess of 3% of annual income after deductions for handicapped assistance.

Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the United States Public Health Service.

Minimum Rent: Families assisted under the Public Housing program pay a monthly “minimum rent” of not more than $50.00 per month. The PHA has the discretion to establish the “minimum rent” from $0 to $50.00 per month. The minimum rent established by this PHA is $50.00.

Minimum Rent Hardship Exemptions: The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making the proper request in writing who is unable to pay because of financial hardship.

Minor: A “minor” is a person less than 18 years of age. Provided, that a married person 18 years of age or younger shall be considered of the age of majority. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.)

Mixed Family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
Moderate Rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems to:

1. Upgrade to decent, safe, and sanitary condition to comply with the Housing Quality Standards approved by HUD, from a condition below these standards (improvements being of a modest nature other than routine maintenance); or

2. Repair or replace major building systems or components in danger of failure.

Monthly Adjusted Income: One twelfth of adjusted income.

Monthly Income: One twelfth of annual income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.

Mutual Housing: Is included in the definition of “cooperative”.

National: A person who owed permanent allegiance to the Untied States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Person: A person who is at least 50 years of age but below the age of 62.

Net Family Assets: Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. In cases where a trust fund has been established and the trust is non revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including the disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of the application for the program, or reexamination, as applicable, in excess of the consideration received therefor. In the case if a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.
**Occupancy Standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or compositions.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to the housing authority’s program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of the initial lease).

**Payment Standard:** In voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90\% to 110\% of the FMR.

**Person with Disabilities:** A person who:

1. Has a disability as defined in Section 223 of the Social Security Act:

   “Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

   In the case of any individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416(i) 1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.”

2. Is determined, pursuant to regulations issued by the secretary, to have a physical, mental, or emotional impairment that:

   a. Is expected to be of long-continued and indefinite duration;

   b. Substantially impedes his or her ability to live independently; and

   c. Is of such nature that such ability could be improved by more suitable housing conditions.

3. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

   “Severe chronic disability that:
a. Is attributed to a mental or physical impairment or a combination of physical and mental impairments;

b. Is manifested before the person attains the age of 22;

c. Is likely to continue indefinitely;

d. Results in substantial functional limitations in three or more of the following areas of major life activity: (1) Self care, (2) Receptive and responsive language, (3) Learning, (4) Mobility, (5) Self-direction, (6) Capacity for independent living, (7) Economic self-sufficiency; and

e. Reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.”

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent fro acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

**Preference:** At the option of the PHA, a preference system can be used to select among familiar applicants.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private Space:** In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with the project-based Section 8 assistance whose HAP contracts are about to expire.

**Program:** The tenant based certificate or voucher program.

**Project Based:** Rental assistance that is attached to the structure.
**Project Based Certificate Program:** Project based assistance under 24 CRF, part 983, using funding under the consolidated ACC for the PHA certificate program.

**Proration of Assistance:** The reduction in a family’s housing assistance payment to reflect the proportion of the family members in a mixed family who are eligible for assistance.

**Public Housing Agency:** A State, County, Municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Ranking Preference:** A preference used by the PHA to select among applicant families that qualify for a federal preference.

**Reasonable Rent:** A rent to owner that is not more than rent: (1) for comparable units in the private unassisted market; and (2) for a comparable unassisted unit on the premises.

**Receiving Housing Authority:** In portability, a Housing Authority that receives a family selected for participation in the tenant-based program or another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household’s income, expenses, and family composition to determine the household’s rent for the following 12 months.

**Re-examination Date:** The date on which any rent change is effective or would have been effective if required as a result of the annual r-examination of eligibility and rent.

**Regular Tenancy:** In the certificate program, a tenancy other than an over the FMR tenancy.

**Remaining Member of a Tenant Family:** The person(s) of legal age remaining in the subsidized unit after the person(s) who signed the certificate or voucher has (have) left the premises, other than by eviction, which may or may not normally qualify for assistance on their own circumstances. An individual must have received the housing subsidy under the program which he/she claims head of household status for one year before becoming eligible for Section 8 subsidy as a remaining family member. This person must complete forms necessary for Section 8 assistance within 10 calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (not more than 60 calendar days from the date the individual requests head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, must then execute all required section 8 subsidy documents and cure any monetary obligations in order to maintain assistance. Any person, who claims him or himself, as a remaining member shall, in the event that the PHA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in this policy.
Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Residency Preference: A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (“residency preference area”).

Residency Preference Area: The specified area where families must reside to qualify for a residency preference.

Set-up Charges: In a manufactured home space rental, charges paid by the family for assembly, skirting, and anchoring of the manufactured home.

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g. TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant’s waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

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

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that had been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of Family Responsibility: An agreement in the from prescribed by HUD, between the housing authority and a family to be assisted under the Moderate rehabilitation Program, stating the obligations and responsibilities of the family.
**Subsidy Standards:** Standards established by a Housing Authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family’s certificate of voucher, for such a period as determined by the housing authority, from the time when the family submits a request for Housing Authority approval to lease a unit, until the time when the housing authority approves or denies the request.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease of the dwelling unit.

**Tenant Based:** Rental assistance that is not attached to the structure.

**Tenant Rent:** The amount payable monthly by the family as rent to the owner, including a PHA. Where all utilities (except telephone) and other essential housing services are supplied by the owner, the Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent. Tenant rent equals total tenant payment less the utility allowance. In the case of a family renting only a manufactured home space, tenant rent equals the space rental minus the housing assistance payment, as defined in the applicable program regulations.

**Third Party Verification:** Oral or written confirmation of a household’s income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Total Tenant Payment (TTP):** The TTP for families participating in the certificate and moderate rehabilitation programs must be at least $50.00, which is the minimum rent established by the PHA.

1. For the Certificate and Moderate Rehabilitation Programs, the TTP must be the greater of:
   a. Thirty percent of the family monthly adjusted income;
   b. Ten percent of family monthly income;
   c. Welfare rent (if applicable) in as-paid states; or
   d. $50.00, which is the minimum rent set by the PHA.

*Note:* It is possible for certificate and moderate rehabilitation families to qualify for a utility reimbursement despite the requirement of a minimum rent. For example: if a certificate family’s TTP is the minimum rent of $25.00 and the PHA’s utility allowance for the size and the type of the unit the family has selected is $60.00, the family would...
receive a utility reimbursement of $35.00 ($60.00 less $25.00) for tenant purchased utilities.

2. For the Voucher Program:

   a. The TTP is the same as 1 a, b, and c above. The utility allowance is applicable for the Voucher Program. Voucher families will pay the owner the difference between the monthly rent to the owner and the Housing Assistance Payment. Voucher families will also pay the cost of tenant-furnished utilities under the lease (Reference Notice 96-7 (PHA) for Section 8 Voucher Program Minimum Rent Calculation Worksheet).

   b. For families admitted to the program after December 20, 1998, and when the PHA adopted payment standard exceeds the gross rent, the gross rent will be used as the payment standard provided the family remains in the same unit or complex.

Utility: The provision of general electricity, gas, heating fuel, cooking fuel, hot water, sewer, trash, range and refrigerator.

Utility Allowance: The cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved of by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical, and sewer lines.

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, of applicable, exceeds the total tenant payment for the family occupying the unit.

Verification: The process of obtaining statements form individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g. employers, public assistance agency staff, doctors, etc.)

The three types of verification are:

1. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.

2. Documentation, such as a copy of a birth certificate or a bank statement.
3. Family certification or declaration (only used when third-party verification is not available).

**Very Low-Income Family:** Low-income families whose incomes do not exceed 50% of the median income for the area, as determined by the secretary with adjustments for smaller and larger families.

**Veteran:** The term “Veteran” means any person honorably discharged form the Armed Forces of the United States who served in World War I between April 6, 1917 and November 11, 1918, both dates inclusive or, in World War II on or after December 7, 1941 until final cessation of all hostilities or in the Korean Conflict, Lebanon Crisis, Berlin Crisis, Quemoy and Matsu, Taiwan Straits, Cuban Crisis, the Congo, The Dominican Republic, Vietnam and the Gulf.

**Violent Criminal Activity:** Any illegal criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property or another.

**Voucher (Rental Voucher):** A family holding a voucher with un-expired search time.

**Waiting List Admission:** An admission from the housing authority waiting list. (24 CFR 982.4)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State, or Local governments.

**Welfare Rent:** In “as-paid” welfare programs, the amount of the welfare benefit designated for shelter and utilities.