MID-COLUMBIA HOUSING AUTHORITY
/COLUMBIA GORGE HOUSING AUTHORITY CONSORTIUM
ADMINISTRATIVE PLAN

SECTION 8 VOUCHER PROGRAM
2012

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## TABLE OF CONTENTS

STATEMENT OF OVERALL APPROACH AND PURPOSE ........................................... i

1.0 EQUAL OPPORTUNITY ......................................................................................... 2
  1.1 FAIR HOUSING ............................................................................................... 2
  1.2 REASONABLE ACCOMMODATION ................................................................. 2
  1.3 COMMUNICATION .......................................................................................... 3
  1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION ..................... 3
  1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS
     LIMITED ENGLISH PROFICIENCY .................................................................. 4
  1.6 FAMILY/OWNER OUTREACH .......................................................................... 5
  1.7 RIGHT TO PRIVACY ....................................................................................... 5
  1.8 REQUIRED POSTINGS .................................................................................. 6

2.0 HOUSING AUTHORITY /OWNER RESPONSIBILITY/ OBLIGATION OF THE
   FAMILY .............................................................................................................. 6
  2.1 HOUSING AUTHORITY RESPONSIBILITIES .................................................. 6
  2.2 OWNER RESPONSIBILITY ............................................................................. 8
  2.3 OBLIGATIONS OF THE PARTICIPANT ........................................................... 9

3.0 ELIGIBILITY FOR ADMISSION .......................................................................... 12
  3.1 INTRODUCTION ............................................................................................. 12
  3.2 ELIGIBILITY CRITERIA .................................................................................. 12

4.0 MANAGING THE WAITING LIST ...................................................................... 17
  4.1 OPENING AND CLOSING THE WAITING LIST ............................................. 17
  4.2 TAKING APPLICATIONS ............................................................................... 17
  4.3 ORGANIZATION OF THE WAITING LIST .................................................... 19
  4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST ............................... 19
  4.5 MISSED APPOINTMENTS ............................................................................ 19
  4.6 PURGING THE WAITING LIST ..................................................................... 19
  4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST ......................... 20
  4.8 GROUNDS FOR DENIAL (SEE ALSO ELIGIBILITY REQUIREMENTS AND
     PROHIBITED ADMISSION) ........................................................................... 20
  4.9 PHA DISCRETION TO CONSIDER CIRCUMSTANCES ................................ 21
  4.10 NOTIFICATION OF NEGATIVE ACTIONS .................................................. 22
  4.11 INFORMAL REVIEW .................................................................................... 22

5.0 SELECTING FAMILIES FROM THE WAITING LIST ......................................... 22
  5.1 WAITING LIST ADMISIONS AND SPECIAL ADMISSIONS ............................ 22
  5.2 PREFERENCES AND SPECIAL ADMISSIONS .............................................. 22
  5.3 SELECTION FROM THE WAITING LIST ....................................................... 24

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS) ....................... 24
  6.1 BRIEFING .................................................................................................... 25
12.5 ASSISTANCE AND RENT FORMULAS ................................................................. 55
12.6 UTILITY ALLOWANCE .................................................................................. 58
12.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT ............................. 59
12.8 CHANGE OF OWNERSHIP .......................................................................... 59

13.0 INSPECTION POLICIES AND HOUSING QUALITY STANDARDS .......... 59

13.1 TYPES OF INSPECTIONS ............................................................................. 60
13.2 OWNER AND FAMILY RESPONSIBILITY ..................................................... 60
13.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401 .......................... 61
13.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA ............................. 71
13.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS .................... 72
13.6 EMERGENCY FAIL ITEMS ....................................................................... 73
13.7 ABATEMENT ................................................................................................ 74

14.0 RECERTIFICATION ....................................................................................... 74

14.1 ANNUAL REEXAMINATION (PLEASE SEE TEMPORARY PROVISIONS
REGARDING REEXAMINATION, SECTION 22) .................................................. 74
   14.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS 75
   14.1.2 MISSED APPOINTMENTS ..................................................................... 75
14.2 INTERIM REEXAMINATIONS ..................................................................... 75
   14.2.1 SPECIAL REEXAMINATIONS ............................................................... 77
   14.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL
   REEXAMINATIONS ......................................................................................... 77

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HOUSING
AUTHORITY ........................................................................................................... 77

16.0 PROGRAM INTEGRITY .................................................................................. 80

   16.1 INTRODUCTION ......................................................................................... 80
   16.2 PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM
   ABUSE .............................................................................................................. 80
      16.2.1 PREVENTING ERRORS AND PROGRAM ABUSE ............................... 81
      16.2.2 DETECTING ERRORS AND PROGRAM ABUSE ............................... 82
   16.3 INVESTIGATING ERRORS AND PROGRAM ABUSE ............................... 83
      16.3.1 WHEN THE PHA WILL INVESTIGATE .................................................. 83
   16.4 CORRECTIVE MEASURES AND PENALTIES SUBSIDY UNDER- OR
   OVERPAYMENTS ............................................................................................... 84
      16.4.1 FAMILY-CAUSED ERRORS AND PROGRAM ABUSE ....................... 85
      16.4.2 OWNER-CAUSED ERROR OR PROGRAM ABUSE ............................. 86
   16.4.3 PHA-CAUSED ERRORS OR PROGRAM ABUSE .................................. 87
   16.5 REMEDIES ................................................................................................ 88
      16.5.1 FRAUD AND PROGRAM ABUSE RECOVERIES .................................. 88
      16.5.2 REPAYMENT POLICY ......................................................................... 89

17.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL
HEARINGS FOR PARTICIPANTS ......................................................................... 92

   17.1 COMPLAINTS ............................................................................................ 92
   17.2 INFORMAL REVIEW FOR THE APPLICANT .......................................... 92
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.3</td>
<td>CONFERENCE</td>
<td>94</td>
</tr>
<tr>
<td>17.4</td>
<td>INFORMAL HEARINGS FOR PARTICIPANTS</td>
<td>95</td>
</tr>
<tr>
<td>18.0</td>
<td>TERMINATION OF THE LEASE AND CONTRACT</td>
<td>99</td>
</tr>
<tr>
<td>19.0</td>
<td>INTELLECTUAL PROPERTY RIGHTS</td>
<td>102</td>
</tr>
<tr>
<td>20.0</td>
<td>HOUSING AUTHORITY OWNED HOUSING</td>
<td>102</td>
</tr>
<tr>
<td>21.0</td>
<td>PROJECT-BASING HOUSING VOUCHERS</td>
<td>103</td>
</tr>
<tr>
<td>21.1</td>
<td>SELECTION OF PROPERTIES TO PROJECT-BASE</td>
<td>103</td>
</tr>
<tr>
<td>21.2</td>
<td>HOUSING QUALITY STANDARDS</td>
<td>115</td>
</tr>
<tr>
<td>21.3</td>
<td>REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS</td>
<td>117</td>
</tr>
<tr>
<td>21.4</td>
<td>HOUSING ASSISTANCE PAYMENT CONTRACT</td>
<td>122</td>
</tr>
<tr>
<td>21.5</td>
<td>OPERATION OF PROJECT-BASED PROPERTIES</td>
<td>129</td>
</tr>
<tr>
<td>21.6</td>
<td>RENT TO OWNER</td>
<td>140</td>
</tr>
<tr>
<td></td>
<td>PAYMENT TO OWNER</td>
<td>147</td>
</tr>
<tr>
<td>22.0</td>
<td>QUALITY CONTROL OF SECTION 8 PROGRAM</td>
<td>150</td>
</tr>
<tr>
<td>23.0</td>
<td>TEMPORARY PROVISIONS</td>
<td>150</td>
</tr>
<tr>
<td></td>
<td>GLOSSARY</td>
<td>152</td>
</tr>
</tbody>
</table>
STATEMENT OF OVERALL APPROACH AND PURPOSE

The mission of the Housing Authority is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination. The Housing Authority administers the Section 8 Housing Choice Voucher Program to fulfill its primary goal of providing decent, safe, and sanitary housing at an affordable cost to very low and lower income families.

The purpose of this plan is to outline local policies for operation of the Section 8 Housing Choice Voucher Program administered by the Housing Authority. It is to be used in conjunction with the regulations, HUD Handbooks and other directives. Should the Federal regulations or other HUD directives conflict with the policies stated in the Plan, the HUD directive will supersede the Plan.

The Mid-Columbia Housing Authority and Columbia Gorge Housing Authority work together to address the housing and self-help needs of lower income households in the five counties that border the Columbia River including Klickitat and Skamania Counties in Washington and Hood River, Sherman and Wasco Counties in Oregon. Through an inter-local government agreement, the Mid-Columbia Housing Authority provides staff support and administers the Section 8 Housing Choice Voucher Program and other housing programs for the Columbia Gorge Housing Authority.
1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Mid-Columbia Housing Authority to 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.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual orientation, gender identity, marital status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority housing programs.

No otherwise qualified individual with handicaps shall solely by reason of handicap be excluded from participation in, be denied benefits of, or be subject to discrimination under the Section 8 program. For handicapped individuals with manual, speaking or hearing impairments the HA shall make every reasonable effort to obtain necessary aids to communication.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/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 Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will
ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 **COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

1.4 **QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

   A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

   If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

   1. Would the accommodation constitute a fundamental alteration? The Housing Authority's business is housing. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority would deny a request to have the Housing Authority do grocery shopping for the person with
disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Mid-Columbia Housing Authority’s programs or services.

If more than one accommodation is equally effective in providing access to the Housing Authority’s programs and services, the Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by the Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Housing Authority will seek to have the same entity pay for any restoration costs.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS LIMITED ENGLISH PROFICIENCY

The following statement is translated in Spanish and is posted in the main office of the Housing Authority, is attached to forms/correspondence and used in conjunction with outreach materials.

| Agencies receiving Federal funding are required to assist persons with limited English Proficiency (LEP) so that they are not excluded from participation or denied the benefits of any program or activity that the agency provides. If you do not speak or read English, you can have interpretation services provided to you at no charge. Tell the person helping you that you need an interpreter and/or translation services and such services will be provided in accordance with the agency’s policies and procedures. |
Mid-Columbia Housing Authority utilizes NW Interpreters for languages other than English and Spanish.

1.6 FAMILY/OWNER OUTREACH

The Housing Authority will publicize the availability and nature of the Section 8 Voucher Program for extremely low-income, very low and low-income families in a newspaper of general circulation, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the Housing Authority will distribute fact sheets to the broadcasting media. The Housing Authority will also use public service announcements as needed to disseminate information on program availability.

The Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Housing Authority will provide information to owners or owners who have expressed an interest or currently participate in the Section 8 Program. Information provided is intended to:

A. Explain how the program works;
B. Explain how the program benefits owners;
C. Explain owner’s responsibilities under the program. Emphasis is placed on quality screening and ways the Housing Authority helps owners do better screening; and
D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Housing Authority staff.

The Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

For the protection of applicants and recipients of HUD Section 8 Housing Assistance, except as otherwise provided in this section, no employee, volunteer or agent of the
Housing authority shall disclose or use the contents of any assistance records, files, papers or communication for purposes other than those directly connected with the administration of the federal Section 8 housing assistance regulations or as necessary to assist Section 8 applicants and participants in accessing and receiving other governmental or private nonprofit services, and these records, files, papers and communications are considered confidential subject to the rules and regulations of the U.S. Department of Housing and Urban Development. Laws. Unauthorized use or disclosure of confidential client information is cause for disciplinary action. Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.8 REQUIRED POSTINGS

The Housing Authority will post in its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan
B. Notice of the status of the waiting list (opened or closed)
C. Address of all Housing Authority offices, office hours, telephone numbers, E-Mail/FAX numbers, and hours of operation
D. Income Limits for Admission
E. Informal Review and Informal Hearing Procedures
F. Fair Housing Poster
G. Equal Opportunity in Employment Poster
H. Limited English Proficiency Statement

2.0 HOUSING AUTHORITY /OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Housing Authority, the Section 8 Owners/Landlords, and the participating families.

2.1 HOUSING AUTHORITY RESPONSIBILITIES
A. The Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Housing Authority Section 8 Administrative Plan.

B. In administering the program, the Housing Authority must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

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

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family’s participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family’s request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

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

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family’s participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust Housing Authority utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Housing Authority, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain Housing Authority decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Housing Authority decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

22. Administer an FSS program so as to maintain no less than the minimum number of FSS participants.

2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner’s obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Housing Authority information required under the HAP contract.

5. Collecting from the family:
a. Any security deposit required under the lease.

b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 **OBLIGATIONS OF THE PARTICIPANT**

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that the Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

5. The family must report in a timely fashion any changes in income and family composition. (eff. 1/01/09)

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Housing Authority Inspection
The family must allow the Housing Authority to inspect the unit at reasonable times and after at least 2 day’s notice.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner. In cases involving domestic violence in which an emergency situation requires an immediate move to protect the safety of the victim tenant and family, the requirement for notice prior to the move may be waived. In this instance notice shall be given immediately following the move.

F. Owner Eviction Notice

The family must promptly give the Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family’s only residence.

2. The Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Housing Authority if any family member no longer resides in the unit.

4. If the Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.

7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Housing Authority for this purpose. The family must promptly notify the Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Housing Authority for absences exceeding 30 days. The Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members
The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

A. Family status.

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

   a. Children temporarily absent from the home due to placement in foster care are considered family members.

   b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, as well as for determining income limit.

2. An elderly family, which is:

   a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

   b. Two or more persons who are at least 62 years of age living together; or
c. One or more persons who are at least 62 years of age living with one or more live-in aides

3. A near-elderly family, which is:
   a. 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;
   b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
   c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A disabled family, which is:
   a. A family whose head, spouse, or sole member is a person with disabilities;
   b. Two or more persons with disabilities living together; or
   c. One or more persons with disabilities living with one or more live-in aides.

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 member of a tenant family.

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.

8. No applicant for the Section 8 HCV program who has been a victim of domestic violence, dating violence or stalking shall be denied admission into the program if they are otherwise qualified. Applicants are allowed an opportunity to identify negative information revealed by a background check was the result of domestic violence, dating violence or stalking.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
a. A very low-income family;

b. A low-income family continuously assisted under the 1937 Housing Act;

c. A low-income family that meets additional eligibility criteria specified by the Housing Authority including:
   (1) Families who are working
   (2) Families Displaced by Government Action
   3) Families Displaced by Natural Disaster

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

3. 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 area 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.

4. Families who are moving into the Housing Authority’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.

5. Families who are moving into the Housing Authority'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 Housing Authority program.

6. Income limit restrictions do not apply to families transferring units within the Mid-Columbia Housing Authority Section 8 Housing Choice Voucher Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a non-citizen who 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 U.S.C. 1436a(a)).

Family Eligibility for Assistance.
1. 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.

2. 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 non-citizen rule).

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

D. Social Security Number Documentation

To be eligible, all family members 30 days of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. 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.

2. The consent form must contain, at a minimum, the following:
   
   a. A provision authorizing HUD and the Mid-Columbia Housing Authority to obtain from State Wage Information Collection Agencies (SWICA’s) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

   b. A provision authorizing HUD or the Mid-Columbia Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

   c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

   d. 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.

F. Prohibited Admission.
1. Persons evicted from public housing, Section 23 or any Section 8 program because of drug related criminal activity are ineligible for admission to the Section 8 program for a **three-year** period beginning on the date of such eviction.

2. Mid-Columbia Housing Authority **prohibits admission** to the Section 8 program of any person if it determines there is reasonable cause to believe the person:
   a. is illegally using a controlled substance;
   b. abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residences;
   c. has a pattern of illegal use of a controlled substance or alcohol abuse which may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

For additional information on eligibility for Section 8 please refer to Section 3.2 (G) Suitability for tenancy and Section 4.8 Grounds for Denial Assistance

**G. Suitability for tenancy.**

The Housing Authority determines eligibility for participation and will also conduct criminal background checks on adult household members, including live-in aides who have indicated they have had previous criminal charges. The **Housing Authority will deny assistance to a family because of drug-related criminal activity (felony charge) or violent criminal activity (felony charge) by any family member that occurred within the prior 12 month period.**

The Housing Authority *may* deny assistance to a family that has been terminated for cause from any federally funded housing program within the prior 12 month period.

The Housing Authority will check with the State of residence’s sex offender registration program and **will ban for life any individual who is registered as a “lifetime sex offender.”**

**H. Victims of Domestic Violence.** In accordance with the VIOLENCE AGAINST VICTIMS ACT, No applicant for the HCV program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.
Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Housing Authority 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 material standard lease terms, including claims for damage, or any history of drug trafficking. Disclosure of criminal records information obtained by an officer, employee, or authorized representative shall not be released unless authorized by the regulations.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications may be obtained during regular business hours as follows:

a. In person or by mail at the Mid-Authority Office 312 Court Street – Suite 419 The Dalles, Oregon 97058; or
b. by phone (541)296-5462 or Toll Free 1-888-356-8919

Applicants are responsible to provide sufficient information on the application so that the Housing Authority can make a preliminary determination as to presumption of eligibility in relation to income and family composition. They are returned to the Authority -
Section 8 Program c/o Mid-Columbia Housing Authority 312 Court Street Suite 419 in The Dalles, Oregon.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Mid-Columbia Housing Authority jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Housing Authority will later verify the information in the applications relevant to the applicant’s eligibility, admission, and level of benefit.

The completed application will be dated and time stamped upon its return to the Housing Authority Section 8 Program.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority to make special arrangements to complete their application. A fax machine and e-mail will be available to assist those who have speaking or hearing impairments. Relay numbers (1-800-735-1232 Oregon) or (1-800-933-6364 Washington) may also be used to request an application.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family’s placement on the waiting list.

Upon receipt of the families pre-application, the Housing Authority will make a preliminary determination of eligibility. The Housing Authority 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 Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority will annotate the applicant’s file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family’s final eligibility for admission into the Section 8 Program.
4.3 **ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of preference and then in order of date and time of application;

C. Any contact between the Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 **FAMILIES NEARING THE TOP OF THE WAITING LIST**

As vouchers become available and a family is within 45 days of receiving assistance, the family will be sent a packet of information requiring necessary verifications as well as the I-18 form. Once the income status, i.e., extremely low income or low income and/or local preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms. At this point the family will be invited to a briefing highlighting important information. Following the briefing if all verifications come back and the family is still eligible for a voucher, an interview will be scheduled to issue the voucher.

4.5 **MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Housing Authority 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 Housing Authority 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.

4.6 **PURGING THE WAITING LIST**

The Housing Authority 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.
4.7 **REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Mid-Columbia Housing Authority will not remove an applicant’s name from the waiting list unless:

A. The applicant requests that the name be removed;
B. 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
C. The applicant does not meet either the eligibility or screening criteria for the program.

4.8 **GROUNDS FOR DENIAL (SEE ALSO ELIGIBILITY REQUIREMENTS AND PROHIBITED ADMISSION)**

The Housing Authority will deny assistance to an applicant who:

A. Does not meet any one or more of the eligibility criteria;
B. Did not supply information or documentation required by the application process;
C. Fails to respond to a written request for information or a request to declare their continued interest in the program;
D. Fails to complete any aspect of the application or lease-up process;
E. Has 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 the health, safety, or well being of other tenants or staff, or cause damage to the property.
F. Currently owes rent or other amounts to any Housing Authority in connection with the public housing or Section 8 Programs.
G. Has committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
H. Has a family member who was evicted from public housing within the last three years;
I. Has a family member who was **evicted from assisted housing within three years** of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent
to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

J. Has 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 Housing Authority may waive this requirement if:

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

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully; or

4. The person is participating in a supervised drug or alcohol rehabilitation program.

K. Has engaged in or threatened abusive or violent behavior towards any Housing Authority staff or residents;

L. Has a family member who has been convicted of the manufacturing or production of methamphetamine on the premises of federally assisted housing. (Termination is immediate and denial for life)

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

N. Has a family member who was terminated from a Section 8 program within the last year for cause or within the last three years for serious or repeated violations of family obligations, including violent criminal activity or drug related criminal activity.

4.9 PHA DISCRETION TO CONSIDER CIRCUMSTANCES

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the Housing Authority has discretion to consider any of the circumstances in each particular case, including the seriousness of the case, the extent of participation or culpability of individual family members and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act. The Housing Authority may impose as a condition of continued assistance for other family members, a requirement that the 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.
4.10 **NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority, in writing, that they have fifteen (15) 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 timeframe specified. The Housing Authority’s system of removing applicants’ 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 Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, Housing Authority 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.

4.11 **INFORMAL REVIEW**

If the Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must 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 15 business days of the denial. The Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 **SELECTING FAMILIES FROM THE WAITING LIST**

5.1 **WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards’ funding that is targeted for families with specific characteristics or families living in specific units, the Housing Authority will use the assistance for those families.

5.2 **PREFERENCES AND SPECIAL ADMISSIONS**

The Housing Authority has two distinctive preference groups; universal preferences, and those considered set asides. The Housing Authority will select families based on the following preferences.

Universal Preferences
a. Elderly, and Disabled or Displaced singles receive priority over other applicants who are eligible for the same size unit. If there are a sufficient number of elderly and disabled households on the waiting list, the waiting list will be closed to new applicant households that do not have children and are neither elderly or disabled.

b. Working or Residing in District. Local preference will be given to those families who are living or working within the five county service district. If the applicant is living outside the District and is not working at the time of application, no priority will be assigned; however, as soon as the household moves into the District or begins work in the District and notifies the Housing Authority of this fact, they will receive this local preference.

c. Disabled Veterans Any Disabled Veteran upon verification of their veteran status will be given a preference for admission to the Section 8 Program.

d. EMERGENCY PREFERENCE Any Housing Choice Voucher holder in the service area who risks losing Federal Rental Assistance due to lack of funds will receive EMERGENCY preference for a new voucher in another County within the service area, provided that there are available funds in another County (February 2012)

Set Asides

a. Mental Health Preference. Twelve (12) applicants who meet the definition of “mentally or emotionally disabled” or those who have completed treatment for alcohol or drug addiction will be given preference for Section 8 assistance, provided they are receiving comprehensive mental health services designed to improve his/her situation and to increase self-sufficiency. Participation in such a comprehensive mental health program may be documented with a letter from the local mental health department.

b. Survivors of Domestic Violence Twelve (12) applicants (approximately one per month) will be given preference during the year for Section 8 Assistance if they must vacate a housing unit because of an active case of domestic violence or if the applicant lives in a housing unit with a person who engages in domestic violence (actual or threatened physical violence) directed at one or more members of the applicant family by a spouse or other member of the applicant household. The Housing Authority staff will verify an active protection order or shall otherwise document eligibility for this preference.

c. Elderly Requiring Supportive Services. Ten (10) elderly applicants per year who require support services with daily living activities in order to live independently, i.e., housekeeping, meals, personal care, medication management, etc.) will be given local preference for admission to the Section 8 program, provided they are receiving
such support services. Enrollment/participation in a support service program must be documented with a letter from an appropriate service organization.

e. **Those enrolled in self-sufficiency program.** Ten (10) applicants per year will be given preference for Section 8 assistance if they are enrolled in or have completed a comprehensive program that will lead to independence and self-sufficiency. A signed action plan must be included.

### 5.3 SELECTION FROM THE WAITING LIST

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year will be families who are extremely low-income, the Housing Authority retains the right to skip higher income families on the waiting 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 Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

### 6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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<th>Number of Bedrooms</th>
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These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. The living area (living room/den) may also be used for sleeping.

Voucher Bedroom size will also be determined using the following guidelines:

A. Siblings of the same sex will share a bedroom, regardless of age.
B. In the case of joint custody, children who are not living in the household at least 50% of the time will not be assigned a bedroom. Adult children who are away at school and are not living in the household more than 50% of the time will not be assigned a bedroom.
C. Siblings of the opposite sex both under the age of 9 (nine) will share a bedroom.
D. Foster-children will not be required to share a bedroom with adult family members.
E. Live-in aides will be assigned a bedroom.
F. The head and spouse will be assigned one bedroom.
G. A pregnant woman and spouse will be assigned a two-bedroom voucher.

The Housing Authority will consider exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow. The Housing Authority must receive documentation from a licensed professional to verify the medical necessity for the larger size. (See also Requests for Reasonable Accommodation).

When determining whether an exception is warranted, the use of the living room as a sleeping area will be taken into consideration. The family unit size will be determined by the Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

### 6.1 BRIEFING

When the Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not 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 Housing
Authority 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, or having a deaf interpreter.

The briefing will cover at least the following subjects:

A. A description of how the program works;
B. Family and owner responsibilities;
C. Where the family may rent a unit, including inside and outside the Housing Authority’s jurisdiction;
D. Types of eligible housing;
E. For families qualified to lease a unit outside the Housing Authority’s jurisdiction under portability, an explanation of how portability works;
F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
G. An explanation that the family’s share of rent may not exceed 40% of the family’s monthly adjusted income.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority’s policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
D. How the Housing Authority determines the maximum rent for an assisted unit;
E. Maps that show the location of full range of areas where Voucher Holders may look for housing within the service area. For families qualified to lease outside the Housing Authority’s jurisdiction, the packet includes an explanation of how portability works;
F. Those counties considered part of a PMSA will be given additional information including (1) the name and contact person of neighboring housing authorities, (2) Neighborhood profiles with assembled information about job opportunities, schools, transportation and other services in these areas.

G. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

H. The Request for Inspection form and an explanation of how to request Housing Authority approval of a unit;

I. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family’s current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant’s history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

J. The Housing Authority’s subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;

K. The HUD brochure on how to select a unit (“A Good Place to Live”);

L. The HUD-required lead-based paint brochure;

M. Information on Federal, State, and local equal opportunity laws; the brochure “Fair Housing”: It’s Your Right; and a copy of the housing discrimination complaint form;

N. A list of landlords or other parties known to the Housing Authority who may be willing to lease a unit to the family or help the family find a unit; including those landlords who may have units outside areas of racial or economic concentration.

O. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Housing Authority that may be available;

P. The family’s obligations under the program;

Q. The grounds upon which the Housing Authority may terminate assistance because of the family’s action or inaction;
The Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

The Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

When the Housing Authority verifies that the applicant is eligible. The Housing Authority must receive information verifying that an applicant is eligible within the period of 60 days before issuance of a voucher to the applicant. Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Housing Authority will issue the voucher. At this point the family begins 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 Inspection form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority 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 Housing Authority 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 Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family’s current and prior address as shown in the Housing Authority 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 Housing Authority 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.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.
The Housing Authority may 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 has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority 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 Housing Authority will grant an extension. If the family needs and requests an extension of the initial voucher term as a reasonable accommodation to make the program accessible for a person with a disability, the PHA must extend the term up to the term reasonably required for that purpose.

Upon submittal of a completed request for approval of tenancy form, the Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority 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.

6.5 **APPROVAL TO LEASE A UNIT**

The Housing Authority will approve a lease if all of the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by the Housing Authority and passes Housing Quality Standards;

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

D. The rent to owner is reasonable;

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

F. 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

G. The family continues to meet all eligibility and screening criteria.
If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

A. The unit passes the Housing Authority's Housing Quality Standards inspection;
B. The family’s share of rent does not exceed 40% of their monthly adjusted income;
C. The landlord and tenant sign the lease to include the HUD required addendum; and
D. The Housing Authority approves the leasing of the unit.

The Housing Authority 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 Housing Authority will execute the contract. The Housing Authority 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 Housing Authority will not pay housing assistance to the owner.

6.6 HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner’s participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
D. 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;
E. The owner has a history or practice of renting units that fail to meet State or local codes; or

F. The owner has not paid State or local real estate taxes, fines, or assessments.

G. 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 of peaceful enjoyment of the:

   1. premises by tenants, Housing Authority employees or owner employees; or
   2. residences by neighbors;

H. If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless the Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

I. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

F. 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

G. 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 Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing
B. Group homes
C. Shared housing
D. Cooperative housing
E. Single room occupancy housing

The Housing Authority will approve leases for the following housing types:

A. Single family dwellings
B. Apartments
C. Manufactured housing
D. Manufactured home space rentals

6.8 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 amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 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, or if the Housing Authority has terminated the HAP contract for owner’s breach.

The Housing Authority will issue the family a new voucher if: the following conditions are met:
- the family does not owe the Housing Authority;
- does not owe any other Housing Authority money;
- has not violated a Family Obligation;
- has not moved or been issued a voucher within the last 12 months; and
- the Housing Authority 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.

### 7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Section 8 Voucher Program, the Mid-Columbia Housing Authority will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. 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

C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

D. The Housing Authority has adequate resources to support the rent on the new unit.

E. *How many moves.* A participant family may move one or more times with continued assistance under the program, either inside the PHA jurisdiction, or under the portability procedures. (See §982.353)

F. *Notice that family wants to move.* If the family terminates the lease on notice to the owner, the family must give the Housing Authority a copy of the notice at the same time.

If the family wants to move to a new unit, the family must notify the Housing Authority and the owner before moving from the old unit. If the family wants to move to a new unit that is located outside the initial Housing Authority’s
jurisdiction, the notice to the initial Housing Authority must specify the area where the family wants to move. See portability procedures in part 9.0 of this document.

G. Denying Permission to Move  (1) The Housing Authority may deny permission to move if the Housing Authority does not have sufficient funding for continued assistance. (2) At any time, the Housing Authority may deny permission to move in accordance with §982.552 (grounds for denial or termination of assistance).

H. In order to move with continued assistance a family must be in good standing and must not owe the owner for unpaid rent or damages in excess of the security deposit.

In order to “hold” a voucher the Housing Authority must have documentation that a notice was given regarding the unpaid rent or damages in excess of the security deposit in accordance with state law.

1. If the tenant disputes the damage, the issue must be resolved in court.
2. The Housing Authority will not “hold” a voucher if the tenant and owner have made payment arrangements for the incurred expenses.
3. If the Housing Authority has started a new contract prior to the damage claim being resolved, then tenant must enter into a repayment agreement with the owner, or they may not move again with continued assistance.

7.2 PROCEDURES REGARDING FAMILY MOVES

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 Housing Authority’s jurisdiction, will be required to attend a mover's briefing prior to the Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

A. 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;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

D. An explanation that the family’s share of rent may not exceed 40% of the family’s monthly adjusted income;
E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to 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 Housing Authority’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 Housing Authority 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 Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

Payments: Payment on a new unit may not start until after the final payment has been made on the old unit. No “double payments” may be made for the same household.

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

8.0. EXPANDING HOUSING OPPORTUNITIES AND MOBILITY

The Housing Authority will take the following actions to expand housing opportunities outside areas of poverty or minority concentration:

- The Housing Authority has prepared maps that show the locations of full range of areas where Voucher Holders may look for housing within the service area.

- The Housing Authority has completed “neighborhood profiles” with assembled information about job opportunities, schools, transportation and other services in these areas.

- Maps and information are reviewed orally and provided in writing in the informational packet given to the voucher holder at the briefing.
The PHA packet includes an explanation about how portability works and a list of portability contact persons for neighboring PHAs with the name, address and telephone number of each for use by families who move under portability;

The Housing Authority will analyze whether housing choice vouchers have experienced difficulty in finding housing outside areas of poverty or minority concentration.

Annually the PHA will determine if it is appropriate to increase its payment standard within the basic range of 90 percent to 110 percent of the FMR or to seek HUD approval of area exception payment standards in any part of its jurisdiction in order to expand housing opportunities outside areas of poverty or minority concentrations.

### 8.1 OWNER OUTREACH.

Any of the following actions may be taken to encourage owner participation:

- Periodic seminars or meetings with current and prospect owners explaining and updating the program.
- Owner Surveys. During the annual review process, a survey will be mailed to owners to determine how they view overall program administration.
- Join associations of property/rental owners.
- Positive News Stories about the program through Press Release
- Direct Personal Contact with owners.
- Referrals for vacant units
- Provide prompt information and an owner packet to owners who are not knowledgeable about the program. Information may be developed and made available on the website.

### 9.0 PORTABILITY

#### 9.1 GENERAL POLICIES OF THE MID-COLUMBIA HOUSING AUTHORITY

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Housing Authority at the time the family first submits its application for participation in the program to the Housing Authority may lease a unit anywhere in the jurisdiction of the Housing Authority or outside the Housing Authority 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 spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Housing Authority 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 Housing Authority.

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 Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Housing Authority may 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.

9.2 INCOME ELIGIBILITY

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

9.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving 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.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a 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.

9.4 PORTABILITY PROCEDURES

A. When the Housing Authority is the Initial Housing Authority:

1. The Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
2. The Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. The Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.

4. The Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.

5. The Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

B. When the Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Housing Authority, the Housing Authority will within ten (10) 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 Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.

2. The Housing Authority will issue a voucher to the family. The term of the Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Housing Authority during the term of the Housing Authority's voucher.

3. The Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Housing Authority's subsidy standards.

4. The Housing Authority will within ten (10) 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.

5. If the Housing Authority opts to conduct a new reexamination, the 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.

6. In order to provide tenant-based assistance for portable families, the 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 or the Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Housing Authority

1. If funding is available under the consolidated ACC for the Housing Authority's Voucher Program when the portable family is received, the Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

   a. As the Initial Housing Authority, the Housing Authority will 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.

   b. 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 month 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.

E. When a Portable Family Moves

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 Receiving Housing Authority is no longer required to provide assistance for the family.

9.5 DENYING PERMISSION TO PORT
Under certain circumstances The Housing Authority may deny permission to port both within its own jurisdiction or to another area.

1) No longer issuing vouchers due to budgetary cuts.
2) To successfully port a family into a higher cost area, The Housing Authority would be forced to terminate families already on the program.
3) If a family has moved out of their assisted unit in violation of the lease, the Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

If a family is unable to move due to a lack of funding the following procedures are in place to ensure that once money is available, those wishing to move will be afforded the chance.

1) A waiting list will be created consisting of the name of the family wishing to port along with the date of request.
2) Once funding is available, all families on the portability waiting list will be notified.
3) Families will be removed from the waiting list after one year, dependent on funding limitations.

10.0 DETERMINATION OF FAMILY INCOME

10.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority 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 Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

To ease the administrative burden, The Housing Authority will do the following in accordance with PIH Notice 2013-4:

b. For income that is fully excluded, PHAs are not required to verify the income, report the income on the HUD-50058, or document why third party verification was not available.

c. For partially excluded income, PHAs are required to comply with HUD verification requirements, and report the income on the HUD-50058.

10.2 INCOME (PLEASE SEE TEMPORARY PROVISIONS REGARDING SELF CERTIFYING ASSETS UP TO 5,000 AND USING PAST INCOME TO PROJECT INCOME; SECTIN 22)

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; and

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, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. 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 the operation of a business or profession 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 by the family. Where the family has net family assets in excess of $5,000, 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 the 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 of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are
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.)

   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Housing Authority in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
      i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
      ii. The maximum amount that the Housing Authority 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.
   b. 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.
   c. 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 counted.

7. 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.

8. 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.)
10.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

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

B. 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);

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

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

E. Income of a live-in aide;

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

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

H. The amounts received from the following programs:
   1. Amounts received under training programs funded by HUD;
   2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
   3. 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;
   4. 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 than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as 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;

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

7. 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;

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

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

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

11. 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;

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

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

These exclusions include:

a. The value of the allotment of food stamps

b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

c. Payments received under the Alaska Native Claims Settlement Act
d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes

e. Payments made under HHS's Low-Income Energy Assistance Program

f. Payments received under the Job Training Partnership Act

g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

i. Amount of scholarships awarded under Title IV including Work-Study

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the AmeriCorps Program

10.4 **DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. 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 assistance 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.

D. For any elderly or disabled family:
1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. 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.

E. Child care expenses.

11.0 VERIFICATION (FOR TEMPORARY PROVISIONS SEE SECTION 22)

The Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. At the annual anniversary of the effective date of the lease, occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

11.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, 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 sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Housing Authority or automatically by another government Authority, 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. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Mid-Columbia Housing Authority has been unable to obtain third party verification in 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 Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

11.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

<table>
<thead>
<tr>
<th>Verification Requirements for Individual Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item to Be Verified</strong></td>
</tr>
<tr>
<td>------------------------</td>
</tr>
<tr>
<td><strong>General Eligibility Items</strong></td>
</tr>
<tr>
<td>Social Security Number</td>
</tr>
<tr>
<td>Citizenship</td>
</tr>
<tr>
<td>Eligible immigration status</td>
</tr>
<tr>
<td>Disability</td>
</tr>
<tr>
<td>Full time student status (if &gt;18)</td>
</tr>
<tr>
<td>Need for a live-in aide</td>
</tr>
</tbody>
</table>
### Verification Requirements for Individual Items

<table>
<thead>
<tr>
<th>Item to Be Verified</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; party verification</th>
<th>Hand-carried verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child care costs</td>
<td>Letter from care provider</td>
<td>Bills and receipts</td>
</tr>
<tr>
<td>Disability assistance expenses</td>
<td>Letters from suppliers, care givers, etc.</td>
<td>Bills and records of payment</td>
</tr>
<tr>
<td>Medical expenses</td>
<td>Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed</td>
<td>Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls</td>
</tr>
</tbody>
</table>

### Value of and Income from Assets

<table>
<thead>
<tr>
<th>Item to Be Verified</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; party verification</th>
<th>Hand-carried verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Savings, checking accounts</td>
<td>Letter from institution</td>
<td>Passbook, most current statements</td>
</tr>
<tr>
<td>CDs, bonds, etc</td>
<td>Letter from institution</td>
<td>Tax return, information brochure from institution, the CD, the bond</td>
</tr>
<tr>
<td>Stocks</td>
<td>Letter from broker or holding company</td>
<td>Stock or most current statement, price in newspaper or through Internet</td>
</tr>
<tr>
<td>Real property</td>
<td>Letter from tax office, assessment, etc.</td>
<td>Property tax statement (for current value), assessment, records or income and expenses, tax return</td>
</tr>
<tr>
<td>Personal property</td>
<td>Assessment, bluebook, etc</td>
<td>Receipt for purchase, other evidence of worth</td>
</tr>
<tr>
<td>Cash value of life insurance policies</td>
<td>Letter from insurance company</td>
<td>Current statement</td>
</tr>
<tr>
<td>Assets disposed of for less than fair market value</td>
<td>N/A</td>
<td>Original receipt and receipt at disposition, other evidence of worth</td>
</tr>
</tbody>
</table>

### Income

<table>
<thead>
<tr>
<th>Item to Be Verified</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; party verification</th>
<th>Hand-carried verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earned income</td>
<td>Letter from employer</td>
<td>Multiple pay stubs</td>
</tr>
<tr>
<td>Self-employed</td>
<td>N/A</td>
<td>Tax return from prior year,</td>
</tr>
</tbody>
</table>
11.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen 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 birth certificate, or military ID)

Prior to being admitted or at the first reexamination, all eligible non-citizens 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 non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority also will verify their
status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority 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 non-citizens, 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.

Non-citizen 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 must 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 Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens 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.

11.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number must provide verification of his or her Social Security Number. New family members 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 Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental 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 that they do not have a Social Security Number they will be required to sign a statement to this effect. The Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.
MID-COLUMBIA HOUSING AUTHORITY – SECTION 8 ADMINISTRATIVE PLAN

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 up to 30 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.

**EIV Identity Verification**

The EIV system verifies resident identities against SSA records. These records are compared to PIC data for match on Social Security number, name and date of birth. When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

**POLICY.** The Housing Authority will identify residents whose identity verification has failed as part of the annual examination process.

The PHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the PHA determines that discrepancies exist due to PHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

### 11.5 TIMING OF VERIFICATION

Verification must be dated **within 60 days** prior to issuance of a voucher and within 90 days of 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.

### 11.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen 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, 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.
12.0 RENT AND HOUSING ASSISTANCE PAYMENT (PLEASE SEE TEMPORARY PROVISIONS REGARDING FMR UP TO 120% FOR REASONABLE ACCOMMODATIONS, SECTION 22)

12.1 GENERAL

After October 1, 1999, the Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability.

12.2 RENT REASONABILITY

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 at the following times:

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

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

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

12.3 COMPARABILITY

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

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

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

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.
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.

12.4 MAXIMUM SUBSIDY

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

For the 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.

12.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Housing Authority will review its determination of the payment standard annually after publication of the FMR’s. The Housing Authority will consider vacancy rates and rents in the market area, size and quality of 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 or 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.

The Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will 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 Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.
Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

12.4.2 Selecting the Correct Payment Standard for a Family

A. 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.

B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the 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 to 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.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. 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 when determining the payment standard at the next annual reexamination.

12.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent Authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and
HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent Authority automatically expires.

12.5 ASSISTANCE AND RENT FORMULAS

A. 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.

B. Minimum Rent.

The Housing Authority has set the minimum rent as $ zero.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority 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.

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

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

   i. The payment standard amount for the appropriate family unit size; or

   ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
b. If the dwelling unit is located in an exception area, the Mid-Columbia Housing Authority will use the appropriate payment standard for the exception area.

c. During the HAP contract term, the payment standard for the family is the higher of :

i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c)(i) of this section does not apply; and

ii. The new family unit size must be used to determine the payment standard.

2. The Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

a. Rent to the owner for the manufactured home space;
b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

   a. The payment standard minus the total tenant payment; or

   b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Non-citizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.
The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

12.6 **UTILITY ALLOWANCE**

The Housing Authority 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 (e.g., trash collection (disposal of waste and refuse)).

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

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

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

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

The Housing Authority 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.

12.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

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

12.8 CHANGE OF OWNERSHIP

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

In addition, the Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Change of Ownership form; and

B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Housing Authority may withhold the rent payment until the taxpayer identification number is received.

13.0 INSPECTION POLICIES AND HOUSING QUALITY STANDARDS

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

The Housing Authority 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 can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.
If the family misses the scheduled inspection and fails to reschedule the inspection, the Housing Authority will only schedule one more inspection. If the family misses two inspections, the Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

### 13.1 TYPES OF INSPECTIONS

There are seven types of inspections the Housing Authority will perform:

A. **Initial Inspection** - An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. **Biennial Inspection** - An inspection to determine that the unit continues to meet HQS.

C. **Complaint Inspection** - An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. **Special Inspection** - An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. **Emergency** - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. **Quality Control Inspection** - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

### 13.2 OWNER AND FAMILY RESPONSIBILITY

A. **Owner Responsibility for HQS**

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 Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Housing Authority 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 Housing Authority and the Housing Authority 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 Housing Authority 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 Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

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 a 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 Housing Authority approved extension).

3. If the family has caused a breach of the HQS, the Housing Authority will take prompt and vigorous action to enforce the family obligations. The Mid-Columbia Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

13.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

   The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.
2. Acceptability Criteria
   a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
   b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
   c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
   d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements
   a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
   b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria
   a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
   b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
   c. The dwelling unit must have space for the storage, preparation, and serving of food.
d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
b. The dwelling unit must not contain un-vented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.
c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions
a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair-treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm²), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing Authority, a lead-based paint inspector certified or regulated by a State or local health or Housing Authority, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:

i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
h. Testing must be conducted by a State or local health or housing Authority, an inspector certified or regulated by a State or local health or Housing Authority, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

i. Within the unit;

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

   (1) More than 10 square feet on an exterior wall;
   (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
   (3) More than 10% of the total surface area on an interior or exterior component with a small surface
area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBL’s and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or treated and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria
The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD’s smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

13.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA
The Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Mid-Columbia Housing Authority has received HUD approval to require the following additional criteria:

A. In each room, there will be at least one exterior window that can be opened and that contains a screen.

B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.

C. Adequate heat shall be considered to be 68 degrees.

D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

E. A ¾” overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

### 13.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Housing Authority 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 Housing Authority 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.

B. 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 proper notification has been given, the Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. 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.

D. Extensions

At the sole discretion of the Housing Authority, 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 Housing Authority 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.

13.6 EMERGENCY FAIL ITEMS

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

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

F. Broken lock(s) on first floor doors or windows
G. Broken windows that unduly allow weather elements into the unit
H. Electrical outlet smoking or sparking
I. Exposed electrical wires which could result in shock or fire
J. Unusable toilet when only one toilet is present in the unit
K. Security risks such as broken doors or windows that would allow intrusion
L. Other conditions which pose an immediate threat to health or safety

13.7 ABATEMENT

When a unit fails to meet 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 Housing Authority 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 held 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 Mid-Columbia Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION (PLEASE SEE TEMPORARY PROVISIONS REGARDING REEXAMINATION, SECTION 22)

At least annually the Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary.
letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate their family share.

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days 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.

14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority taking action to terminate the family’s assistance.

14.2 INTERIM REEXAMINATIONS

Families may request a re-examination of circumstances at any time. During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

A. A change in monthly income that is greater than $50 per month will trigger an interim re exam.
B. A member has been added to the family through birth or adoption or court-awarded custody.

C. A household member is leaving or has left the family unit.

D. A family member who is being added to the household.

E. Family break-up

In circumstances of a family break-up, the Housing Authority will make a determination of which family member will retain the voucher, in descending order as follows: The adult

1. who the entire family designates.

2. who are designated by the court, if applicable;

3. who has the largest number of minor children and/or elderly and/or disabled members with them;

4. who is forced to move due to actual or threatened physical violence by other members in the household.

5. who remains in the assisted unit.

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

Because of the number of possible different circumstances in which a determination will have to be made, the Housing Authority will make determinations on a case by case basis.

The Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

ADDING HOUSEHOLD MEMBER OTHER THAN THROUGH BIRTH OR ADOPTION (including a live-in aide). The family must request that the new member be added to the lease and provide written authorization from the landlord that this is allowable. 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 applicants. The Housing Authority will determine the eligibility of the
individual before allowing them to be added to the lease. If the individual is found to be
ineligible or 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 Housing Authority 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. The effective date of
the new rent will be in accordance with paragraph below 14.2.2.

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
circumstances. Upon such request, the Housing Authority will take timely action to
process the interim reexamination and recalculate the family share.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that
temporarily have no income in or have a temporary decrease income, the Housing
Authority may schedule special reexaminations every 60 days until the income stabilizes
and an annual income can be determined.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent
increase will be effective the first of the second month after the month in which the
family receives notice of the new rent amount. If the family causes a delay, then the rent
increase will be effective on the date it would have been effective had the process not
been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the
reduction will be effective the first of the month after the interim reexamination should
have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change
in a timely manner, the change will be effective the first of the month after the rent
amount is determined.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY
THE HOUSING AUTHORITY

The Housing Authority may at any time terminate program assistance for a participant,
because of any of the actions or inaction by the household:
A. If the family violates any family obligations under the program.

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

C. 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 the Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens 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.

D. If any member of the family has ever been evicted from public housing.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

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

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

H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

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

L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program. (Including minors)

N. 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 Mid-Columbia Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

O. **Domestic Violence.** An incident or incidents or actual threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The Housing Authority may honor court orders regarding the rights of access or control of the property, including EPOs DVOs and other orders issued to protect the victim an disused to address the distribution or possession or property among household members where the family “breaks up.”

There is no limitation on the ability of the Housing Authority to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the Housing Authority terminating assistance if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) assistance is not terminated.

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The Housing Authority may require certification by the victim of the victim status on such forms as the Housing Authority and or HUD shall prescribe or approve.

The Housing Authority may bifurcate the lease under, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, or terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant:
The Housing Authority may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the Housing Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from the assisted property to come onto the property, including but not limited to the victim’s apartment and any other area under their control is subject to eviction.

The Housing Authority may terminate the tenancy of any HCV participant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the Housing Authority if that tenant’s tenancy is not terminated; and

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

16.0 PROGRAM INTEGRITY

16.1 INTRODUCTION

The PHA is committed to ensuring that subsidy funds made available to the PHA are spent in accordance with HUD requirements.

This section covers HUD and PHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.
ABUSE

16.2.1 PREVENTING ERRORS AND PROGRAM ABUSE

HUD created the Enterprise Income Verification (EIV) system to provide PHAs with a powerful tool for preventing errors and detecting program abuse. PHAs are required to use the EIV system in its entirety in accordance with HUD administrative guidance [24 CFR 5.233]. PHAs are further required to:

- Provide applicants and participants with form HUD-52675, "Debts Owed to PHAs and Terminations"

- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file

To ensure that the PHA's HCV program is administered according to the highest ethical and legal standards, the PHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

The PHA will discuss program compliance and integrity issues during the voucher briefing sessions.

The PHA will provide each applicant and participant with a copy of "Is Fraud Worth It?" (form HUD-1141 -0IG), which explains the types of actions a family must avoid and the penalties for program abuse.

The PHA will provide each applicant and participant with a copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19. In addition, the PHA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.

The PHA will place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key PHA forms and form letters that request information from a family or owner.

PHA staff will be required to review and explain the contents of all HUD- and PHA-required forms prior to requesting family member signatures.

At every regular reexamination, PHA staff will explain any changes in HUD regulations or PHA policy that affect program participants.

New owners will be provided detailed briefing packets on the Housing Choice Voucher program and will be provided a point of contact at the PHA.

The PHA will provide each PHA employee with the necessary training on program rules and the organization's standards of conduct and ethics.
For purposes of this section the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

16.2.2 DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

**Quality Control and Analysis of Data**

Under the Section 8 Management Assessment Program (SEMAP), HUD requires the PHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985].

In addition to the SEMAP quality control requirements, the PHA will employ a variety of methods to detect errors and program abuse.

The PHA routinely will use HUD and other non-HUD sources of up-front income verification. This includes The Work Number and any other private or public databases available to the PHA.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

The PHA will compare family-reported income and expenditures to detect possible unreported income.

**Independent Audits and HUD Monitoring**

OMB Circular A-133 requires all PHAs that expend $500,000 or more in federal awards annually to have an independent audit (IP A). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

The PHA will use the results reported in any IP A or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the PHA's error detection and abuse prevention efforts.

**Individual Reporting of Possible Errors and Program Abuse**
The PHA will encourage staff, program participants, and the public to report possible program abuse.

16.3 INVESTIGATING ERRORS AND PROGRAM ABUSE

16.3.1 When the PHA Will Investigate

The PHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the PHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member. The PHA will investigate when inconsistent or contradictory information is detected through file reviews and the verification process.

Consent to Release of Information [24 CFR 982.516]

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require HCV families to sign consent forms for the release of additional information.

Analysis and Findings

The PHA will base its evaluation on a preponderance of the evidence collected during its investigation.

*Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation the PHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed the PHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies

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

In the case of family-caused errors or program abuse, the PHA will take into consideration (1) the seriousness of the offense and the extent of participation or
culpability of individual family members, (2) any special circumstances surrounding 
the case, (3) any mitigating circumstances related to the disability of a family 
member, (4) the effects of a particular remedy on family members who were not 
involved in the offense.

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

Notice and Appeals

The PHA will inform the relevant party in writing of its findings and remedies within 
10 business days of the conclusion of the investigation. The notice will include (1) a 
description of the error or program abuse, (2) the basis on which the PHA determined 
the error or program abuses, (3) the remedies to be employed, and (4) the family's 
right to appeal the results through the informal review or hearing process, if 
applicable.

16.4 CORRECTIVE MEASURES AND PENALTIES SUBSIDY UNDER- OR 
OVERPAYMENTS

A subsidy under- or overpayment includes (1) an incorrect housing assistance 
payment to the owner, (2) an incorrect family share established for the family, and (3) 
an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of 
subsidy, the 
PHA must promptly correct the HAP, family share, and any utility reimbursement 
prospectively.

Increases in the family share will be implemented following reasonable notice given 
to the family.

Any decreases in family share will become effective the first of the month following 
the discovery of the error.

Reimbursement

Whether the family or owner is required to reimburse the PHA or the PHA is required 
to make retroactive subsidy payments to the owner or family depends upon which 
party is responsible for the incorrect subsidy payment and whether the action taken 
was an error or program abuse.
Policies regarding reimbursement are discussed in the three sections that follow.

16.4.1 FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

Family obligations and general administrative requirements for participating in the program are discussed throughout this plan. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

Family Reimbursement to PHA

In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. The PHA may, but is not required to, offer the family a repayment agreement in accordance with these policies. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies outlined in this administrative plan.

PHA Reimbursement to Family

The PHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

Prohibited Actions

An applicant or participant in the HCV program must not knowingly:

- Make a false statement to the PHA [Title 18 U. S. C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].

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

- Payment to the owner in excess of amounts authorized by the PHA for rent, security deposit, and additional services
- Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives
- Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to the PHA on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g. income, family composition)
• Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
• Admission of program abuse by an adult family member
• The PHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this section.

Penalties for Program Abuse
In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies.

• The PHA may require the family to repay excess subsidy amounts paid by the PHA, as described earlier in this section.
• The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit.
• The PHA may deny or terminate the family's assistance following the policies set forth in these policies.
• The PHA may refer the family for state or federal criminal prosecution.

16.4.2 OWNER-CAUSED ERROR OR PROGRAM ABUSE

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate sections of this plan.

This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to the PHA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to the PHA any excess subsidy received. The PHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, the PHA may allow the owner to pay in installments over a period of time [HCV GB p. 22-13].

In cases where the owner has received excess subsidy, the PHA will require the owner to repay the amount owed in accordance with the policies.

Prohibited Owner Actions
An owner participating in the HCV program must not:

- Make any false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)]

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

- Charging the family rent above or below the amount specified by the PHA
- Charging a security deposit other than that specified in the family's lease
- Charging the family for services that are provided to unassisted tenants at no extra charge
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
- Knowingly accepting incorrect or excess housing assistance payments
- Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the PHA
- Residing in the unit with an assisted family

Remedies and Penalties

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

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies.
- Terminate the HAP contract.
- Bar the owner from future participation in any PHA programs.
- Refer the case to state or federal officials for criminal prosecution as described in these policies.

16.4.3 PHA- CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct maybe provided in the PHA personnel policy.

PHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.

Repayment to the PHA
Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by PHA staff [HCV GB. 22-12].

**PHA Reimbursement to Family or Owner**
The PHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from the PHA's administrative fee reserves [HCV GB p. 22-12].

**Prohibited Activities**

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

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

**16.5 REMEDIES**

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

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

**16.5.1 FRAUD AND PROGRAM ABUSE RECOVERIES**
The PHA may retain a portion of program fraud losses that the PHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163].

The PHA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. 24 CFR 792.202 permits the PHA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that the PHA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of the PHA related to the collection, these costs must be deducted from the amount retained by the PHA.

PHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to the PHA (24 CFR 982.54). This part describes the PHA’s policies for recovery of monies owed to the PHA by families or owners.

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the PHA holds the owner or participant liable to return any overpayments to the PHA.

The PHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to the PHA, the PHA will utilize other available collection alternatives including, but not limited to, the following:
- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

16.5.2 REPAYMENT POLICY

Owner Debts to the PHA

Any amount due to the PHA by an owner must be repaid by the owner within 30 days of the PHA determination of the debt.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, the PHA will reduce the future HAP payments by the amount owed until the debt is paid in full.
If the owner is not entitled to future HAP payments the PHA may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by the PHA.

If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will ban the owner from future participation in the program and pursue other modes of collection.

**Family Debts to the PHA**

Any amount owed to the PHA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate assistance in accordance with the policies and pursue other modes of collection.

**Repayment Agreement [24 CFR 792.103]**

The term *repayment agreement* refers to a formal written document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

**General Repayment Agreement Guidelines for Families**

**Payment Thresholds**

Notice PIH 2010-19 recommends that the total amount that a family must pay each month—the family's monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family's monthly adjusted income. However, a family may already be paying 40 percent or more of its monthly adjusted income in rent. Moreover, Notice PIH 2010-19 acknowledges that PHAs have the discretion to establish "thresholds and policies" for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

**Execution of the Agreement**

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

Monthly payment amount will be established after review of all relevant family income information.

No repayment agreement will be over three (3) years long.
No monthly payment will be less than $25.00.

The repayment agreement must be paid in full on or before the expiration date of the repayment agreement. The family may request for an extension prior to the expiration date of the repayment agreement.

**Due Dates**

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

**Late or Missed Payments**

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a delinquency notice giving the family 10 business days to make the late payment.

If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate assistance. The PHA also reserves the right to send the claim to the state for Tax off-set or to pursue criminal charges if the state and/or federal threshold is exceeded.

**No Offer of Repayment Agreement**

The PHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

**Repayment Agreements Involving Improper Payments**

Notice PIH 2010-19 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

• A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act

• A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner

• A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
• A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

17.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

17.1 COMPLAINTS

The Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

17.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Housing Authority decision. The notice will state that the applicant may request an informal review within 15 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required

The Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Housing Authority subsidy standards.

2. A Housing Authority determination not to approve an extension or suspension of a voucher term.

3. A Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the Housing Authority.

C. Informal Review Process

The Housing Authority will give an applicant an opportunity for an informal review of the Housing Authority 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 Housing Authority 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 Housing Authority decision.

3. The Housing Authority will notify the applicant of the Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority 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 or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority 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 Housing Authority 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 Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In
determining whether to terminate assistance for these reasons the Housing Authority 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;

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.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Housing Authority 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. The applicant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision to request the review.

17.3 CONFERENCE

The Housing Authority will give a participant family an opportunity for a conference with a supervisor or another staff person, other than the person that is actively working with the participant family any time they feel an action taken by the Housing Authority is incorrect. For example the family may question how much income was counted, a change in bedroom size, or change in the family portion of the rent. A request for a conference should be made within 10 days of receipt of notice of action. The purpose of the conference is to review information provided by the tenant and verify that the proper procedures and formulas were taken into consideration when taking the action.

The Conference shall be scheduled within 10 days of the written request by the participant family. Within 14 calendar days following the conference, the participant family shall be notified in writing of the determination resulting from the conference.
Notice of Right to Hearing. *The determination letter shall include an explicit statement of the participant family’s right to an informal hearing. (See Section 16.4)*

17.4 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and the Housing Authority policies:

   a. A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment.

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority utility allowance schedule.

   c. A determination of the family unit size under the Housing Authority subsidy standards.

   d. A determination to terminate assistance for a participant family because of the family’s action or failure to act.

   e. 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 Housing Authority policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Housing Authority will give the opportunity for an informal hearing before the Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Housing Authority.

2. General policy issues or class grievances.
3. Establishment of the Housing Authority schedule of utility allowances for families in the program.

4. A Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

5. A Housing Authority determination not to approve a unit or lease.

6. A Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Housing Authority 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 Housing Authority determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the Housing Authority will notify the family that the family may ask for an explanation of the basis of the Housing Authority’s determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Housing Authority will give the family prompt written notice that the family may request a hearing within fifteen (15) business days of the notification. The notice will:
   a. Contain a brief statement of the reasons for the decision; and
   b. State this 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.

D. Hearing Procedures

The Housing Authority and participants will adhere to the following procedures:

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

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

Note: 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 Housing Authority, 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 Housing Authority hearing procedures.

4. Evidence

The Housing Authority 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 Housing Authority is not bound by a hearing decision:

a. Concerning a matter for which the Housing Authority 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 Housing Authority hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Housing Authority determines that it is not bound by a hearing decision, the Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority 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 or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority 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 Housing Authority 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 Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Housing Authority 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;

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.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Housing Authority provide for an informal hearing 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 participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

18.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

   The family may terminate the lease without cause upon proper notice to the owner and to the Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.
The owner may terminate the lease during its term on the following grounds:

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

ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. 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 by other persons residing in the immediate vicinity of the premises;

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

v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) 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;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

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

B. Termination of the Contract

1. Automatic termination of the Contract
   a. If the Housing Authority terminates assistance to the family, the contract terminates automatically.
   b. If the family moves out of the unit, the contract terminates automatically.
   c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Housing Authority

The Housing Authority may terminate the HAP contract because:
   a. The Housing Authority has terminated assistance to the family.
   b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
   c. When the family breaks up and the Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
   d. The Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
   e. The owner has breached the contract in any of the following ways:
i. If the owner has 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.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has 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;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

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 begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

20.0 HOUSING AUTHORITY OWNED HOUSING

Units owned by the Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Housing Authority will do the following:

A. The Housing Authority will make available through the briefing process both orally and in writing the availability of Housing Authority owned units
(notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

B. The Housing Authority will obtain the services of an independent entity to perform the following Housing Authority functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Housing Authority.

2. To assist the family in negotiating the rent.

3. To inspect the unit for compliance with HQS.

C. The Housing Authority will gain HUD approval for the independent Authority/agencies utilized to perform the above functions

D. The Housing Authority will compensate the independent Authority/agencies from our ongoing administrative fee income.

E. The Housing Authority, or the independent Authority/agencies will not charge the family any fee or charge for the services provided by the independent Authority.

21.0 PROJECT-BASING HOUSING VOUCHERS

The Mid-Columbia Housing Authority (MCHA) has determined that project-basing some of its housing vouchers (not to exceed 20% of the inventory) is in the community’s interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunity. The specifics of what the Housing Authority is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements.

21.1 SELECTION OF PROPERTIES TO PROJECT-BASE

A. Selection Policy

The policies as set forth herein are adopted by the Housing Authority for the purpose of administering the Section 8 Project-Based Voucher program.

The Housing Authority will select Project-Based Voucher proposals by either of the following two methods:
1. The Housing Authority will request Project-Based Voucher Proposals. The Housing Authority will not limit proposals to a single site or impose restrictions that explicitly or practically preclude other submissions of proposals for Project-Based Voucher housing on different sites.

2. The selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided) where the proposal has been selected in accordance with such program’s competitive selection requirements within three years of the Project-Based Voucher proposal selection date. Also, the earlier competitive selection proposal must not have involved any consideration that the project would receive Project-Based Voucher assistance. In this case, the vouchers can be project-based merely on a vote of the Board of Commissioners.

If the Housing Authority will be selecting proposals under A(1) of this section, the Housing Authority will issue a Request for Proposals (RFP) inviting interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the structure and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The RFP may include all forms of housing or individual forms (e.g., newly constructed housing only).

The Housing Authority will advertise the RFP in a newspaper of general circulation for the jurisdiction. Applicants shall have thirty (30) days from the last date of publication to respond by submitting their applications. Only applications submitted in response to the advertisement will be considered.

The Housing Authority will prepare a detailed RFP package outlining:

- Program Requirements to include:
  
  (1) ineligible housing types and prohibition of assistance for units in subsidized housing; and
  
  (2) program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8; and
  
  (3) housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable;

- Application Requirements;
Rating and Ranking of Applications; and

Selection Process.

This information will be provided at the request of interested parties. The submission deadline date will also be a part of the RFP package. This will allow the Housing Authority adequate time to examine the proposed site before the selection date. For existing housing, the Housing Authority will inspect all of the units to determine whether the units substantially comply with the HQS.

After the closing date of the Request for Proposals, the Housing Authority will review each proposal for completeness, determine if the proposed site meets the site selection standards, determine that the cap on number of Project-Based Voucher units in each building has not been exceeded, and score the proposal.

After the Housing Authority staff has made its decision, the Executive Director will present the rating and ranking of proposals, along with the recommended selection based on the scores received to the Housing Authority Board of Commissioners for approval.

If the selection of proposals includes The Housing Authority owned property(s), the Housing Authority will notify the HUD field office before finalizing the selection for its review of the selection.

A Housing Authority owned unit is defined as a dwelling unit owned by the Housing Authority that administers the voucher program. Housing Authority-owned means that the agency or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

The Housing Authority will give written notification to the successful proposer(s) within five (5) business days of Board approval. Public notice of the selected proposals will be published in the newspaper of general circulation for the jurisdiction. The Housing Authority will also notify those proposers that weren’t selected within five (5) business days from Board approval. The denial letter will contain the procedures for appealing the selection.

The Housing Authority will make documentation available for public inspection regarding the basis for the selection of a Project-Based Voucher proposal.
If proposers wish to appeal the selection process, they may do so by presenting their complaint in writing to the Executive Director within ten (10) calendar days from the date contained on the denial letter from the Housing Authority.

The Housing Authority will seek to resolve all appeals in as informal a manner as possible. The appeal must contain, at a minimum, the following information:

- Name, address, and telephone number of the proposer appealing;
- Identification of the RFP being appealed;
- A statement of the reason for appealing;
- Supporting exhibits, evidence, or documents to substantiate any arguments; and
- The form of relief requested.

The Housing Authority shall issue a decision on the appeal as expeditiously as possible after receiving all relevant information requested. The Housing Authority may decide to suspend the award of project-based vouchers if the facts presented in the appeal warrant such action. This action will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there are no other means of resolving the matter. If the Housing Authority Executive Director believes that an impropriety exists, then the proposed award of project-based vouchers will be canceled or revised to comply with the decision of the Executive Director.

If the appeal is not granted, the Executive Director will provide a written decision with justification for the denial of the appeal.

B. Requirements for Selection of Project-Base Housing

1. Housing Type

   The Housing Authority may attach Project-Based Voucher assistance for units in existing housing, newly constructed housing or rehabilitated housing. A housing unit is considered an existing unit if at the time of notice of the Housing Authority selection, the units substantially comply with HQS.

2. Prohibition of Assistance for Ineligible Units

   (a) Ineligible Units

      The Housing Authority will not attach or pay Project-Based Voucher assistance for units in the following types of housing:

      (i) Shared housing;
(ii) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;

(iii) Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. Units in an assisted living facility are eligible if they provide home health care services such as nursing and therapy for residents of the housing;

(iv) Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;

(v) Manufactured homes;

(vi) Cooperative housing; and

(vii) Transitional housing.

(b) High-rise Elevator Project for Families with Children

The Housing Authority will not attach or pay Project-Based Voucher assistance to a high-rise elevator project that may be occupied by families with children unless the Housing Authority determines there is no practical alternative and HUD approves such finding.

(c) Prohibition Against Assistance for Owner-Occupied Unit

The Housing Authority will not attach or pay Project-Based Voucher assistance for a unit occupied by an owner of the housing.

(d) Prohibition Against Selecting a Unit Occupied by an Ineligible Family

The Housing Authority will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the Project-Based Voucher Program.

3. Prohibition of Assistance for Units in Subsidized Housing

The Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

(a) A public housing dwelling unit;
(b) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);

(c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);

(d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

(e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;

(f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);

(g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

(h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013).

(i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

(j) A Section 101 rent supplement project (12 U.S.C. 1701s);

(k) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

(l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

4. Prohibition of Excess Public Assistance
The Housing Authority will only provide Project-Based Voucher assistance in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The Housing Authority will only enter into an Agreement or HAP contract after HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

The Housing Authority will require the owner to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. Cap on Number of Project-Based Voucher Units in Each Building

(a) 25 Percent Per Building Cap

The Housing Authority will not select a proposal to provide Project-Based Voucher assistance for units in a building or enter into an Agreement or HAP contract to provide Project-Based Voucher assistance for units in a building if the total number of dwelling units in the building that will receive Project-Based Voucher Assistance during the term of the Project-Based Voucher HAP is more than 25 percent of the number of the dwelling units in the building.

(b) Exception to 25 Percent Per Building Cap

In the following instances, Project-Based Voucher units are not counted against the 25 percent per building cap:

(i) Units in a single-family building (4 units or less)

(ii) Excepted units in a multi family building.

Note: “Excepted units” means units in a multifamily building that are specifically made available for qualifying families;
“Qualifying families” means: Elderly or disabled families; or families receiving supportive services.

Supportive services mean those appropriate services made available to a family trying to achieve economic independence and self-sufficiency and may include:

(1) Child care - child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;

(2) Transportation - transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;

(3) Education - remedial education; education for completion of secondary or post secondary schooling;

(4) Employment - job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;

(5) Personal welfare - substance/alcohol abuse treatment and counseling;

(6) Household skills and management - training in homemaking and parenting skills; household management; and money management;

(7) Other services - any other services and resources, including case management, reasonable accommodations for individuals with disabilities that the Housing Authority determines to be appropriate in assisting families to achieve economic independence and self-sufficiency.

6. Site Selection Standards

(a) General Requirements

The Housing Authority will not select a proposal for existing housing, newly constructed, or rehabilitated Project-Based Voucher housing on a site or enter into an Agreement or HAP
contract for units on the site until the Housing Authority has determined that:

(i) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities as outlined in the Housing Authority Annual and Five-Year Plan and this Administrative Policy. In making this determination, the Housing Authority will utilize the following factors:

(1) Whether the census tract in which the proposed Project-Based Voucher development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

(2) Whether a Project-Based Voucher development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;

(3) Whether the census tract in which the proposed Project-Based Voucher development will be located is undergoing significant revitalization;

(4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;

(5) Whether new market rate units are being developed in the same census tract where the proposed Project-Based Voucher development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;

(6) If the poverty rate in the area where the proposed Project-Based Voucher development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;

(7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed Project-Based Voucher development will be located.
(ii) The site is suitable from the standpoint of facilitating and furthering full compliance with applicable Civil Rights statutes and regulations, including the requirement that the site meet the Section 504 site selection requirements described in 24 FR 8.4(b)(5).

(iii) The site meets the HQS site requirements at 24 CFR 982.401(1).

(b) Existing and Rehabilitated Housing Site and Neighborhood Standards

The Housing Authority will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:

(i) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(ii) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(iii) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

(iv) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(c) New Construction Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:
(i) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

(ii) The site must not be located in an area of minority concentration, except as permitted under paragraph (iii) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

(iii) A project may be located in an area of minority concentration only if:

(1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or

(2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

(iv) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(v) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is a concerted program actively in progress to remedy the undesirable conditions.

(vi) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

(vii) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of
employment providing a range of jobs for lower-income workers must not be excessive.

7. **Environmental Review**

The Housing Authority will not enter into an Agreement or HAP contract with an owner nor will the Housing Authority, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:

(a) The responsible entity (a unit of general local government, a county or a state) has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;

(b) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(c) HUD has performed an environmental review under 24 CFR part 50 and has notified the Housing Authority in writing of environmental approval of the site.

The Housing Authority will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

8. **Housing Authority Owned Units**

(a) **Selection of Housing Authority Owned Units**

If the Housing Authority selects its own proposal, the HUD field office or a HUD approved independent entity will review the selection process to determine that the Housing Authority units were appropriately selected based on the selection procedures as outlined in this Section 8 Administrative Plan.

(b) **Inspection and Determination of Reasonable Rent**

The Housing Authority will have an independent entity approved by HUD perform the following program services:

(i) Determination of rent to owner as outlined in 27.5(A) and (B). The independent entity approved by HUD must
establish the initial contract rents based on an appraisal by a licensed state-certified appraiser; and

(ii) Inspections as outlined in Section 27.2(F) of this Administrative Plan.

(c) Nature of Independent Entity

The independent entity that performs these program services may be the unit of general local government for the Housing Authority’s jurisdiction (unless the Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

(d) Payment to Independent Entity and Appraiser

The Housing Authority will compensate the independent entity and appraiser from the Housing Authority’s ongoing administrative fee income (including the amounts credited to the administrative fee reserve). The Housing Authority will not use other program receipts to compensate the independent entity and appraiser for their services.

The Housing Authority, independent entity, and appraiser will not charge the family any fee for the appraisal or the services provided by the independent entity.

21.2 HOUSING QUALITY STANDARDS

The Housing Authority will follow the policies as outlined in Section 12.0 Inspection Policies and Housing Quality Standards of this Section 8 Administrative for the Project-Based Voucher Program except when the physical condition standards at 24 CFR 5.703 do not apply to the Project-Based Voucher Program and the lead-based paint requirements at 24 CFR 982.401(j) do not apply to the Project-Based Voucher Program.

A. Inspecting Units

1. Pre-Selection Inspection

   (a) Inspection of Site

   The Housing Authority will examine the proposed site to confirm its appropriateness before the proposal selection date.

2. Inspection of Existing Units
The Housing Authority will inspect all the units before the proposal selection date and will determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. The Housing Authority will not execute the HAP contract until the units fully comply with the HQS.

B. Pre-HAP Contract Inspections

The Housing Authority will inspect each contract unit before execution of the HAP contract. The Housing Authority will not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

The Housing Authority will inspect the unit before providing assistance to a new family in a contract unit. The Housing Authority will not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Annual Inspections

1. At least annually during the term of the HAP contract, the Housing Authority will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS.

   Note: Turnover inspections pursuant to paragraph C. of this section will not count toward meeting this annual inspection requirement.

2. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the Housing Authority will re-inspect 100 percent of the contract units in the building.

E. Other Inspections

1. The Housing Authority will inspect contract units whenever needed to determine that the contract units comply with the HQS, that the owner is complying with the HQS, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The Housing Authority will take into account complaints and any other information coming to its attention in scheduling inspections.

2. The Housing Authority will conduct follow-up inspections needed to determine if the owner (or the family if responsible) has corrected an HQS violation. Additionally, the Housing Authority will conduct inspections to
determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS.

3. The Housing Authority will include a representative sample of both tenant-based and project-based units in conducting its supervisory quality control HQS inspections.

F. Inspecting Housing Authority Owned Units

1. For Housing Authority owned units, the inspections required under this section will be performed by an independent entity approved by HUD. The independent entity that performs these inspections may be the unit of general local government for the Housing Authority jurisdiction (unless the Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

2. The independent entity shall provide a copy of each inspection report to the Housing Authority and to the HUD field office where the project is located.

3. The Housing Authority will take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the owner (Housing Authority).

21.3 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

This section only applies to newly constructed or rehabilitated housing and does not apply to existing housing. Newly constructed or rehabilitated housing cannot be selected as existing housing at a later date.

A. Purpose and Content of the Agreement to Enter into HAP Contract

1. Requirement

The Housing Authority will enter into an Agreement with the owner. The Agreement will be in the form required by HUD.

2. Purpose of the Agreement

In the Agreement, the owner agrees to develop the contract units to comply with the HQS and the Housing Authority agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the Housing Authority will enter into a HAP contract with the owner for the contract units.
3. Description of Housing

(a) At a minimum, the Agreement will describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the Project-Based Voucher Program:

(i) Site;

(ii) Location of contract units on site;

(iii) Number of contract units by area (size) and number of bedrooms and bathrooms;

(iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;

(v) Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent), and utility services to be paid by the tenant;

(vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;

(vii) Estimated initial rents to owner for the contract units;

(viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description will include the rehabilitation work write up and, where determined necessary by the Housing Authority, specifications and plans. If the Agreement is for new construction, the work description will include the working drawings and specifications.

(b) At a minimum, the housing must comply with the HQS.

B. Execution of the Agreement
1. Prohibition of Excess Subsidy

The Housing Authority will not enter the Agreement with the owner until the subsidy layering review is completed.

2. Environmental Approval

The Housing Authority will not enter the Agreement with the owner until the environmental review is completed and the Housing Authority has received the environmental approval.

3. Prompt Execution of Agreement

The Agreement will be executed promptly after the Housing Authority notice of proposal selection to the selected owner.

C. Conduct of Development Work

1. Development Requirements

The owner must carry out development work in accordance with the Agreement and the requirements of this section.

2. Labor Standards

(a) In the case of an Agreement of nine or more contract units (whether or not completed in stages), the owner and the owner’s contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.

(b) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

(c) The owner and the owner’s contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The Housing Authority will monitor compliance with labor standards.

3. Equal Opportunity

(a) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135.
The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended, 11625, 12432 and 12138.

4. Eligibility to Participate in Federal Programs and Activities

The Agreement and HAP contract will include a certification by the owner that the owner and other project principals (including officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

5. Disclosure of Conflict of Interest

The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

D. Completion of Housing

1. Completion Deadline

The owner must develop and complete the housing in accordance with the Agreement. The Agreement will specify the deadlines for completion of the housing and for submission by the owner of the required evidence of completion.

2. Required Evidence of Completion

(a) Minimum Submission

At a minimum, the owner must submit the following evidence of completion to the Housing Authority in the form and manner required by the Housing Authority:

(i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and

(ii) Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

(b) Additional Documentation
At the discretion of the Housing Authority, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion. For example, such documentation may include:

(i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements); and

(ii) An architect’s certification that the housing complies with:

   (A) HUD housing quality standards;

   (B) State, local, or other building codes;

   (C) Zoning;

   (D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or

   (E) Any additional design or quality requirements pursuant to the Agreement.

E. Housing Authority Acceptance of Completed Units

1. Housing Authority Determination of Completion

   When the Housing Authority has received owner notice that the housing is completed:

   (a) The Housing Authority will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement(s) imposed by the Housing Authority under the Agreement.

   (b) The Housing Authority will determine if the owner has submitted all required evidence of completion.

   (c) If the work has not been completed in accordance with the Agreement, the Housing Authority will not enter into the HAP contract.

2. Execution of HAP Contract
If the Housing Authority determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the Housing Authority will submit the HAP contract for execution by the owner and will then execute the HAP contract.

21.4 HOUSING ASSISTANCE PAYMENT CONTRACT

This section applies to all Project-Based Voucher assistance including assistance for existing, newly constructed, or rehabilitated housing.

A. Purpose of the HAP Contract

1. Requirement

The Housing Authority will enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD.

2. Purpose of HAP Contract

(a) The purpose of the HAP contract is to provide housing assistance payments for eligible families.

(b) The Housing Authority makes housing assistance payments to the owner in accordance with the HAP contract. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

B. HAP Contract Information

The HAP contract must specify:

1. The total number of contract units by number of bedrooms;

2. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project’s name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;

3. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
4. Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;

5. Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;

6. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;

7. The HAP contract term;

8. The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families (elderly or disabled families and families receiving supportive services); and

9. The initial rent to owner (for the first 12 months of the HAP contract term).

C. When HAP Contract is Executed

1. PHA Inspection of Housing

   (a) Before execution of the HAP contract, the Housing Authority will inspect each contract unit in accordance with Section 27.2 B.

   (b) The Housing Authority will not enter into a HAP contract for any contract unit until the Housing Authority has determined that the unit complies with the HQS.

2. Existing Housing

   The Housing Authority will promptly execute the HAP contract after the Housing Authority selection of the owner proposal and Housing Authority inspection of the housing.

3. Newly Constructed or Rehabilitated Housing

   The Housing Authority will execute the HAP contract after the Housing Authority has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion.
When executing the HAP contract, the owner must certify that the units have been completed in accordance with the Agreement.

D. Term of the HAP Contract
   1. Initial Term and Any Extensions

   The Housing Authority may enter into a HAP contract with an owner for an initial term of up to ten years for each contract unit.

   Within one year before expiration, the Housing Authority may agree to extend the term of the HAP contract for an additional term of up to five years if the Housing Authority determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

   The term and potential extensions the Housing Authority is willing to enter into will be discussed in the project selection process.

   2. Termination by the Housing Authority – Insufficient Funding

   The HAP contract will provide that the term of the Housing Authority’s contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the Housing Authority in accordance with HUD instructions.

   Note: “Sufficient funding” means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP.

   If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the Housing Authority may terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the Housing Authority will be implemented in accordance with HUD instructions.

   3. Termination by Owner – Reduction Below Initial Rent

   The owner may terminate the HAP contract, upon notice to the Housing Authority, if the amount of rent to the owner is reduced below the initial approved rent. In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.
F. HAP Contract Amendments (to add or substitute contract units)

1. Amendment to Substitute Contract Units

At the discretion of the Housing Authority, and subject to all Project-Based Voucher requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the Housing Authority will inspect the proposed substitute unit and will determine the reasonable rent for such unit and the fact that it passes HQS.

2. Amendment to Add Contract Units

At the discretion of the Housing Authority, and provided that the total number of units in a building that will receive Project-Based Voucher assistance or other project-based assistance will not exceed 25 percent of the number of dwelling units (assisted or unassisted) in the building or the 20 percent of authorized budget authority of the Housing Authority, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional Project-Based Voucher contract units in the same building. An Amendment to the HAP contract is subject to all Project-Based Voucher requirements (e.g., rents are reasonable), except that a new Project-Based Voucher request for proposals is not required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as for the anniversary and expiration dates of the HAP contract term for the Project-Based Voucher units originally placed under HAP contract.

3. Staged Completion of Contract Units

Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

4. Condition of Contract Units

(a) Owner Maintenance and Operation

The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.
The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the Housing Authority and in the lease with each assisted family.

At the discretion of the Housing Authority, the HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the Housing Authority (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements will be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

5. Remedies for HQS Violation

The Housing Authority will vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The Housing Authority will not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

If the Housing Authority determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the Housing Authority may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

6. Maintenance and Replacement – Owner’s Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

7. Owner Responsibility

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR part 982.452 applies as follows:

(a) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

(b) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
(c) Complying with equal opportunity requirements.

(d) Preparing and furnishing to the Housing Authority information required under the HAP contract.

(e) Collecting from the family:

   (i) Any security deposit.

   (ii) The tenant contribution (the part of rent owner not covered by the housing payment).

   (iii) Any charges for unit damage by the family.

   (iv) Enforcing tenant obligations under the lease.

   (v) Paying for utilities and services (unless paid by the family under the lease).

   (vi) Provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person see the following note:

   **Note: Reasonable Modification of Existing Premises**

   (A) *It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear expected. The landlord may not increase for handicapped persons any customarily required security deposit.*

   (B) *However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow...*
account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.

8. Owner Certification

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

(a) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.

(b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.

(c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the Housing Authority, and the lease is in accordance with the HAP contract and HUD requirements.

(c) To the best of the owner’s knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family’s only residence.

(d) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.

(e) The amount of the housing assistance payment is the correct amount due under the HAP contract.

(f) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
(g) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the Housing Authority, HUD, or any other public or private source) for rental of the contract unit.

(h) The participating family does not own or have any interest in the contract unit.

21.5 **OPERATION OF PROJECT-BASED PROPERTIES**

1. **Project-Based Waiting List**

The Housing Authority shall use a separate waiting list for admission to the Project-Based Section 8 Assistance Program. At initial set-up, all applicants on the Tenant-Based Section 8 Voucher Program will be offered to be placed on the Project-Based Waiting List. Applicants who wish to be placed on the PBV waiting list will be placed in order of their original application dates.

All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-Based Assistance Program, the rejection will not alter the applicant’s position on the Section 8 Voucher Tenant Based Assistance Program.

The waiting list for the Project-Based Section 8 Assistance Program will be maintained in accordance with the following guidelines:

2. **The application will be a permanent file.**

3. **All applications will be maintained by bedroom size, preference and then in order of date and time of application.**

4. **Substantive contacts between the Housing Authority and the applicant will be documented in the applicant file.**

5. **Admission Preferences**

The preferences utilized shall be the same as is used for the Tenant Based Housing Choice Voucher Program.

6. **Selection from the Waiting List**

If an applicant is removed from the Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the applicants’ position on the Section 8 Tenant Based Assistance Program waiting
list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based Section 8 Assistance Program. The owner must promptly notify the Housing Authority in writing if an applicant is rejected and the grounds for the rejection.

Under this plan, the first qualified applicant in sequence on the Section 8 Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is a unit with special accessibility features for persons with disabilities, the Housing Authority will skip over families not requiring the accessible unit to reach a family who does require such accommodation.

Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she will have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The Housing Authority will maintain a record of units offered, including location, date and circumstances of each offer and each acceptance or rejection, including the reason for the rejection.

All Section 8 Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the Section 8 Project-Based Assistance Program waiting list.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), the Housing Authority retains the right to skip higher income families on the waiting 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 Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

7. Project-Based Briefing

When the Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members are required to
attend the briefing. If the family fails to attend the briefing without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority 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.

The briefing will cover at least the following subjects:

8. A description of how the program works;

9. Family and owner responsibilities;

10. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move with continued tenant-based rental assistance if such assistance is available at that time, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance; and

11. A description of the Housing Authority’s policy on providing information to owners.

12. Project-Based Briefing Packet

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

13. How the Housing Authority determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);

14. A statement of the Housing Authority’s policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family’s current and prior addresses and the names and addresses of the landlords for those addresses;

15. The HUD-required lead-based paint brochure;

16. Information on Federal, State, and local equal opportunity laws; the brochure “Fair Housing: It’s Your Right;” and a copy of the housing discrimination complaint form;
17. The family and owner responsibilities under the lease and HAP contract;

18. The grounds upon which the Housing Authority may terminate assistance because of the family’s action or inaction; and

7. Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

19. Leasing of Contract Units

20. Owner Selection of Tenants

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the Housing Authority from the Housing Authority waiting list.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

21. Size of Unit

The contract unit leased to each family must be appropriate for the size of the family under the Housing Authority’s subsidy standards.

22. Housing Authority Requirements for the Leasing of an Excepted Unit for Supportive Services

At the time of initial lease execution between the family and the owner, the Housing Authority will require the family to sign a statement of family responsibility. The statement of family responsibility will contain all the family obligations, including the family’s participation in a service program.

The Housing Authority will monitor on a quarterly basis that “excepted families” are receiving supportive services. Additionally, the Housing Authority will be monitoring the family to insure that the family is fulfilling their service obligation. This monitoring will consist of a quarterly report from the owner or entity responsible for providing supportive services for that particular site indicating that the family is
completing the services required. If such report is not received from the owner or services provider each quarter, the Housing Authority will send a termination notice to the owner and tenant.

The Housing Authority will terminate assistance to any family that fails to fulfill its service obligation without good cause.

G. Vacancies

23. Filling Vacant Units

The owner must promptly notify the Housing Authority of any vacancy (or expected vacancy) in a contract unit. After receiving the owner notice, the Housing Authority will make every reasonable effort to promptly refer a sufficient number of families to the owner to fill such vacancies.

The owner must lease vacant contract units only to eligible families on the Housing Authority waiting list referred by the Housing Authority.

It is expected that the Housing Authority and the owner will make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

24. Reducing Number of Contract Units

If any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the Housing Authority to fill such vacancies), the Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

H. Tenant Screening

The Housing Authority has no responsibility or liability to the owner or any other person for the family’s behavior or suitability for tenancy.

25. Owner Responsibility

26. The owner is responsible for screening and selection of families to occupy the owner’s units.

27. The owner is responsible for screening of families on the basis of their rental history. An owner may consider a family’s background with respect to such factors as:
28. Payment of rent and utility bills:

29. Caring for a unit and premises:

30. Respecting the rights of other residents to the peaceful enjoyment of their housing;

31. Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and

32. Compliance with other essential conditions of tenancy.

33. Providing Tenant Information to Owner

34. The Housing Authority will give the owner:

35. The family’s current and prior address (as shown in the Housing Authority records); and

36. The name and address (if known) of the landlord at the family’s current and any prior address.

Note: The Housing Authority is required to give the family a description of the Housing Authority’s policy on providing information to owners. The policy must provide that the Housing Authority will give the same types of information to all owners.

I. Lease

1. Tenant’s Legal Capacity

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

37. Form of Lease

The tenant and the owner must enter a written lease for the unit. Both the owner and the tenant must execute the lease.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or for the premises, the lease must be in an acceptable form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a Housing Authority model lease.
In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

The Housing Authority will review the owner’s lease form to determine if the lease complies with state and local law. The Housing Authority will decline to approve the tenancy if the Housing Authority determines that the lease does not comply with state or local law.

38. Required Information

The lease must specify all of the following:

39. The names of the owner and the tenant;

40. The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);

41. The term of the lease (initial term and any provision for renewal);

42. The amount of tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;

43. A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and

(a) The amount of any charges for food, furniture, or supportive services.

44. Initial Term of the Lease

The initial lease term must be for at least one year.

45. Tenancy Addendum

The tenancy addendum in the lease shall state:

46. The program tenancy requirements; and

47. The composition of the household as approved by the Housing Authority (names of family members and any Housing Authority live-in aide).
All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

48. Changes in Lease

If the tenant and the owner agree to any change in the lease, such change must be in writing and the owner must immediately give the Housing Authority a copy of all such changes.

The owner must notify the Housing Authority in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the Housing Authority and in accordance with the terms of the lease relating to its amendment. The Housing Authority will re-determine reasonable rent in accordance with Section 20.5, based on any change in allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

7. Lease Provisions Governing Tenant Absence From the Unit

The owner’s lease may specify a maximum period of tenant absence from the unit that may be shorter than the maximum period permitted by the Housing Authority in Section 2.3(H) of this Administrative Plan.

J. Security Deposit

The owner may collect a security deposit from the tenant. The Housing Authority prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which 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 used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.
K. Owner Termination of Tenancy and Eviction

49. In general, Section 17.0, Termination of the Lease and Contract, of this Administrative Plan applies with the exception that 17(a)(viii) (3) & (4) do not apply to the Project-based Voucher Program. In the Project-based Voucher Program “good cause” does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. Eviction for drug and alcohol abuse applies to the Project-based Voucher Program.

50. Upon lease expiration, an owner may:

51. Renew the lease;

52. Refuse to renew the lease for good cause;

53. Refuse to renew the lease without good cause, which case the Housing Authority will provide the family with a tenant based voucher and the unit will be removed from the Project-based Voucher HAP contract.

54. If a family resides in a project-based unit excepted from the 25 percent per building cap on project-basing because of participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

L. Overcrowded, Under-Occupied, and Accessible Units

55. Family Occupancy of Wrong-size or Accessible Unit

The Housing Authority’s subsidy standards determine the appropriate unit size for the family size and composition. If the Housing Authority determines that a family is occupying a:

56. Wrong-size unit, or

57. Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Housing Authority must promptly notify the family and the owner of this determination, and of the Housing Authority’s offer of continued assistance in another unit pursuant to paragraph (2) of this section.

58. Housing Authority Offer of Continue Assistance
If a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Housing Authority will offer the family the opportunity to receive continued housing assistance in another unit.

The Housing Authority will offer the following housing options as continued assistance.

59. Project-based voucher assistance in an appropriate-size unit (in the same building or in another building);

60. Other project-based housing assistance (e.g., by occupancy of a public housing unit);

61. Tenant-based rental assistance under the voucher program; or

62. Other comparable public or private tenant-based assistance (e.g., under the HOME program).

63. Housing Authority Termination of Housing Assistance Payments

If the Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the Housing Authority will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family’s voucher (including any extension granted by the Housing Authority).

If the Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with (2) above, and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by the Housing Authority, or both, the Housing Authority will terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by the Housing Authority.

M. When Occupancy May Exceed 25 Percent Cap on the Number of Project-Based Voucher Units in Each Building

64. Except as provided in Section 20.1 (B)(5), the Housing Authority will not pay housing assistance under the HAP contract for contract units in excess of the 25 percent cap.

65. If referring families to the owner for admission to excepted units, the Housing Authority will give preference to elderly or disabled families, or to families receiving supportive services.
66. If a family at the time of initial move-in is receiving supportive services and residing in an “excepted unit” and subsequently fulfills their commitments and continues to reside in the unit, the unit remains an “excepted unit” for as long as the family resides in the unit.

67. A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per building cap exception (e.g., a family that does not successfully complete its FSS contract of participation or the supportive services requirement as defined in this Administrative Plan or the remaining members of a family that no longer qualifies for elderly or disabled family status) will be required to vacate the unit within a reasonable period of time established by the Housing Authority, and the Housing Authority will cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit will be removed from the HAP contract unless the project is partially assisted and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with Section 27.4 (F) or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations (e.g., a family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) will be terminated by the Housing Authority.

N. Family Right to Move

A family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent to vacate, with a copy to the Housing Authority in accordance with the lease.

If the family has elected to terminate the lease after the first year in compliance with the lease, the Housing Authority will offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

Note: Before providing notice to terminate the lease, the family must contact the Housing Authority to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family’s lease of a project-based voucher unit, the Housing Authority will give the family priority to receive the next available opportunity for continued tenant-based rental assistance.
If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

21.5 **RENT TO OWNER**

1. Determining the Rent to Owner

2. Initial and Re-determined Rents
   
   a. The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.
   
   b. The rent to owner is re-determined at the owner’s request for a rent increase in accordance with this Section 27.5 (A) and Section 27.5 (B). The rent to owner is also re-determined at such time when there is a five percent or greater decrease in the published FMR.

3. Amount of Rent to Owner: Except for certain tax credit units as provided in Section 27.5 I, the rent to owner must not exceed the lowest of:
   
   a. An amount determined by the Housing Authority, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by HUD) for the unit bedroom size minus any utility allowance;
   
   b. The reasonable rent; or
   
   c. The rent requested by the owner
   
   d. Rent to Owner for Certain Tax Credit Units.

4. This section applies if:
   
   a. A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);
   
   b. The contract unit is not located in a qualified census tract;

A “qualified census tract” is any census tract (or equivalent geographic area defined by the Bureau of the Censuses) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI) or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.
c. In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

d. The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with Section 27.5 (B).

e. The rent to owner must not exceed the lowest of:

f. The tax credit rent minus any utility allowance;

g. The reasonable rent; or

h. The rent requested by the owner.

i. The “tax credit rent” is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance).

5. Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit unit described in the Section immediately above, the rent to owner for all other tax credit units is determined pursuant to Section 2 above.

6. Reasonable Rent

The Housing Authority will determine reasonable rent in accordance with Section 20.5 The rent to owner for each contract unit may at no time exceed the reasonable rent.

7. Use of FMRs and Utility Allowance Schedule in Determining the Amount of Rent to Owner

a. Amounts used:

b. Determination of Initial Rent (at the beginning of the HAP contract term)

When determining the initial rent to owner, the Housing Authority will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the
Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

c. Redetermination of Rent to Owner

When re-determining the rent to owner, the Housing Authority will use the most recently published FMR and the Housing Authority utility allowance schedule in effect at the time of redetermination. At its discretion, the Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

d. Exception Payment Standard and Housing Authority Utility Allowance Schedule

e. Any HUD approved exception standard amount applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the project-based voucher program.

f. The Housing Authority may not establish or apply different utility allowance amounts for the project-based voucher program. The same Housing Authority utility allowance schedule applies to both the tenant-based and project-based voucher programs.

8. Housing Authority Owned Units

For Housing Authority owned units, the initial rent to owner and the annual re-determination of rent at the annual anniversary of the HAP contract are determined by the independent entity approved by HUD in accordance with Section 27.5 I(6). The Housing Authority must use the rent to owner established by the independent entity.

a. Re-determination of Rent to Owner

b. The Housing Authority will re-determine the rent to owner:

c. Upon the owner’s request; or

d. When there is a five percent or greater decrease in the published FMR.

e. Rent Increase
f. The Housing Authority will not make any rent increase other than an increase in the rent to owner as outlined in 27.5(A) above.

g. The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the Housing Authority. The Housing Authority must receive the written notice 60 days before the annual anniversary date. The request must be submitted in the form and manner required by the Housing Authority.

h. The Housing Authority will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The Housing Authority will not grant any retroactive increase of rent for any period of noncompliance.

i. Rent Decrease

If there is a decrease in the rent to owner, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.

j. Notice of Rent Determination

The Housing Authority will give written notice of any re-determined rent. The Housing Authority notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

k. Contract Year and Annual Anniversary of the HAP Contract

l. The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

m. The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

n. If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.
9. Comparability Requirement

At all times during the term of the HAP contract, the rent to owner may not exceed the reasonable rent as determined by the Housing Authority.

10. Redetermination

The Housing Authority will re-determine the reasonable rent under the following circumstances:

a. Whenever there is a five percent or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;

b. Whenever the Housing Authority approves a change in the allocation of responsibility for utilities between the owner and the tenant;

c. Whenever the HAP contract is amended to substitute a different contract unit in the same building; and

d. Whenever there is any other change that may substantially affect the reasonable rent.

11. How to Determine Reasonable Rent

The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units. In determining the reasonable rent, the Housing Authority will consider factors that affect market rent, such as:

a. The location, quality, size, unit type, and age of the contract unit; and

b. Amenities, housing services, maintenance, and utilities to be provided by the owner.

12. Comparability Analysis

a. For each unit, the Housing Authority comparability analysis will use at least three comparable units in the private unassisted market, which may include comparable unassisted units in the premises or project.
b. The Housing Authority will retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the unassisted units.

c. The comparability analysis may be performed by the Housing Authority staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any Housing Authority staff or contractor engaged in determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

13. Owner Certification of Comparability

By accepting each monthly housing assistance payment from the Housing Authority, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the Housing Authority information upon request on rents charged by the owner for other units in the premises or elsewhere.

14. Determining Reasonable Rent for Housing Authority Units

For Housing Authority units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with Section 27.1(J), rather than by Housing Authority staff. Reasonable rent must be determined in accordance with this Section.

The independent entity must furnish a copy of the independent entity determination of reasonable rent for Housing Authority owned units to the Housing Authority and to the HUD field office where the project is located.

15. Other Subsidy; Effect on Rent to Owner

In addition to the rent limits established in accordance with 27.5(A)&(B), the following restrictions apply to certain units:

a. HOME – for units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program.

b. Subsidized Projects

This paragraph applies to any contract units in any of the following types of federally subsidized project:

c. An insured or non-insured Section 236 project;
d. A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;

e. A Section 221(d)(3) below market interest rate (BMIR) project;

f. A Section 515 project of the Rural Housing Service;

g. A project receiving low-income housing tax credits;

h. Any other type of federally subsidized project specified by HUD.

   The rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program.

i. Combining Subsidy

   Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

j. Other Subsidy: Housing Authority Discretion to Reduce Rent

   The Housing Authority, at its discretion, may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

k. Prohibition of Other Subsidy

   The Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

l. A public housing dwelling unit;

m. A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);

n. A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);

o. A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

p. A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Housing Authority may attach
assistance to a unit subsidized with Section 236 interest reduction payments;

q. A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);

r. A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

s. Section 811 project based supportive housing for persons with disabilities (42 U.S.C. 8013);

t. Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

u. A Section 101 rent supplement project (12 U.S.C. 1701s);

(xi) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

(xii) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

16. Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to all the above limitations on the rent paid to the owner, if a state or local rent control requirement exists, it will apply to the property.

21.6 PAYMENT TO OWNER

A. Housing Authority Payment to Owner

1. When Payments Are Made

The Housing Authority will make housing assistance payments to the owner in accordance with the terms of the HAP contract.
Housing Authority will not make any housing assistance payment to the owner for any days after the day when the family moves out of the unit (even if household goods or property are left in the unit).

2. Monthly Payment
Monthly, the Housing Authority will make a housing assistance payment to the owner for each contract unit that is in compliance with HQS and is leased to and occupied by an eligible family in accordance with the HAP contract.

3. Calculating Amount of Payment
The monthly housing assistance payment by the Housing Authority to the owner for a contract unit leased to a family is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

4. Prompt Payment
The Housing Authority will make the housing assistance payment to the owner under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the Housing Authority agree on a later date. If such an agreement has been made, it must be in writing.

5. Owner Compliance with Contract
In order to receive housing assistance payments in accordance with the HAP contract, the owner must be in compliance with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.

B. Vacancy Payment

Payment for Move-Out Month

If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out ("move-out month"). If the Housing Authority determines that the vacancy is the owner’s fault, the owner may not keep the payment.

C. Tenant Rent; Payment to Owner

1. Housing Authority Determination
The Housing Authority will determine the tenant rent and effective dates of changes in rent in accordance with this Section 8 Administrative Plan. The tenant rent is the portion of the rent to owner paid by the family.

2. Tenant Payment to Owner

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The tenant rent is determined by the Housing Authority and is the maximum amount the owner can charge the family for rent of a contract unit.

The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

The owner cannot demand or accept any rent payment from the tenant in excess of the tenant rent. The owner is required to immediately return any excess payment to the tenant.

3. Limit of Housing Authority Responsibility

The Housing Authority is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The Housing Authority is not responsible for paying the tenant rent, or for paying any other claim by the owner.

4. Utility Reimbursement

If the amount of the utility allowance exceeds the total tenant payment, the Housing Authority will pay the amount of such excess as a reimbursement for tenant-paid utilities and the tenant rent to the owner shall be zero.

D. Other Fees and Charges

1. Meals and Supportive Services

In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges will not be included in the rent to owner, nor will the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

For any other type of project-based assistance (other than assisted living) the owner may not require the tenant or family members to pay charges
22.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size Housing Authority.

23.0 TEMPORARY PROVISIONS

This Notice establishes temporary guidelines for public housing agencies (PHAs) in fulfilling certain Public Housing (PH) and Housing Choice Voucher (HCV) program requirements during this period of decreased resources available to PHAs. These guidelines are intended to facilitate the ability of PHAs to continue, without interruption and with minimal burden, the delivery of rental assistance to eligible families in their communities. The temporary provisions established by this notice will be available to PHAs until March 31, 2014.

   e. Allow households to self-certify as to having assets of less than $5,000.

Tenants with assets below $5,000 typically generate minimal income from these assets which results in small changes to tenant rental payments. However, PHAs spend significant time verifying such assets which strains PHA budgets, and leads to increased staff errors. This provision is intended to simplify the requirements associated with determining a participant’s annual income (24 CFR 5.609(b)(3), 982.516(a)(2)(ii), 960.259(c)).

Families with assets are required to report all assets annually. The amount of interest earned on those assets is included as income used to calculate the tenant’s rent obligation. Currently, where the family has net family
assets in excess of $5,000, 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 the current passbook savings rate.

This Notice allows a PHA to accept a family’s declaration of the amount of assets of less than $5,000, and the amount of income expected to be received from those assets.

The PHA’s application and reexamination documentation, which is signed by all adult family members, can serve as the declaration. Where the family has net family assets equal to or less than $5000, the PHAs does not need to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of $5000, the PHA must obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058.

f. **Allow PHAs to establish a payment standard of not more than 120 percent of the fair market rent (FMR) without HUD approval as a reasonable accommodation.**

Under current regulations, PHAs must request a waiver from a HUD Field Office for exception payment standards above 110% of the FMR; this process takes considerable administrative time for the PHA and, in some cases, the processing time for the waiver prevents the family from leasing the unit. Under this provision, PHAs may approve a payment standard of not more than 120 percent of the FMR without HUD approval if required as a reasonable accommodation for a family that includes a person with disabilities.

This provision applies to the HCV program only and allows a PHA to establish a payment standard within limits currently permitted but designated for approval only by a HUD Field Office (24 CFR 982.503(c)(2)(B)(ii)).

For any voucher unit assisted under the program, PHAs must perform a rent reasonableness determination in accordance with the section 8(o)(10) of the U.S. Housing Act of 1937 and the HCV program regulations. Therefore, PHAs who utilize this provision must maintain documentation that the PHA performed the required rent reasonableness analysis. In addition, the PHA must maintain documentation that that the unit has the feature(s) required to meet the needs of the person with disabilities.
GLOSSARY


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]

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

Administrative fee: Fee paid by HUD to the Housing Authority for the administration of the program.

Administrative Plan: The plan that describes housing Authority policies for the administration of the tenant-based programs.

Admission: 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 initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance 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. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**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, income from the assets is “imputed” and the greater of actual asset income and imputed asset income is counted in annual income.

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

**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.

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. 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 and participants 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 participant 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.

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 corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domestic Violence Definitions
1. Domestic Violence – [as defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

2. Dating Violence – [as defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—
   (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
   (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
      (i) The length of the relationship.
      (ii) The type of relationship.
      (iii) The frequency of interaction between the persons involved in the relationship.”

3. Stalking – “means -
   (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
   (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
(i) that person;
(ii) a member of the immediate family of that person; or
(iii) the spouse or intimate partner of that person; …”

3. **Immediate Family Member** - “means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.”

**Domicile:** The legal residence of the household head or spouse as determined in accordance with 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.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**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 aides.

**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.

**Displaced by Domestic Violence.** If an applicant has vacated a housing unit because of domestic violence or the applicant lives in a housing unit with a person who engages in domestic violence.
Domestic violence—Actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant household.

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, distribute or use, of a controlled substance.

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

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 aides.

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 immigration status.

Exception rent: An amount that exceeds the published fair 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 and 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 U.S.C. 3601 et seq.).

Fair market rent (FMR): The rent, including the cost 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.

Family includes but is not limited to:

a. 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);

b. An elderly family;

c. A near-elderly family;

d. A disabled family;

e. A displaced family;

f. The remaining member of a tenant family; and

g. 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: include all household members except live-in aides, 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 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the Housing Authority under the Housing Authority's subsidy standards.

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 reexaminations.

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.

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.

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 aide).

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

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

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 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 unexpired housing voucher.

**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.

**Income category**: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**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 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 payment standard**: The payment standard at the beginning of the HAP contract term.

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

**Interim (examination)**: A reexamination of a household's income, expenses, and household status conducted between the annual recertification’s when a change in a 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 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.

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

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.
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. (1937 Act)

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 space 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.

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:

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

Mutual housing is included in the definition of "cooperative".

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

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

Net family assets:

a. 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.

b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered 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.

c. 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 a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or 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 composition.

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 initial lease).

Payment standard: In a 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 current FMR.

Person with disabilities: A person who:

a. 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 that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or
In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

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

(1) is expected to be of long-continued and indefinite duration,

(2) substantially impedes his or her ability to live independently, and

(3) is of such a nature that such ability could be improved by more suitable housing conditions, or

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

"Severe chronic disability that:

(1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

(2) is manifested before the person attains age 22;

(3) is likely to continue indefinitely;

(4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) 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 for 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 Housing Authority.
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 project-based Section 8 assistance whose HAP contracts are about to expire.

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

Public Housing Authority: A State, county, municipality or other governmental entity or public body (or Authority or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a Housing Authority that receives a family selected for participation in the tenant-based program of 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.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

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.

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

State Wage Information Collection Authority (SWICA): The State Authority receiving quarterly wage reports from employers in the State, or an alternative system that has 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 form 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 or voucher, for such 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. Also referred to as tolling.

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

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

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.

Tolling: see suspension.

Total tenant payment (TTP):
(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of:

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public Authority and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such Authority to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If 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 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, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance Authority staff, doctors).

b. 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 bank statement
(3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

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

**Voucher (rental voucher):** A document issued by a Housing Authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for Housing Authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired 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. [24 CFR 5.603(d)]

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.
### ACRONYMS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
</tr>
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<tbody>
<tr>
<td>ACC</td>
<td>Annual Contributions Contract</td>
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<tr>
<td>CACC</td>
<td>Consolidated Annual Contributions Contract</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>FMR</td>
<td>Fair Market Rent</td>
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<tr>
<td>FSS</td>
<td>Family Self Sufficiency (program)</td>
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<tr>
<td>HA</td>
<td>Housing AUTHORITY</td>
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<tr>
<td>HAP</td>
<td>Housing Assistance Payment</td>
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<tr>
<td>HCDA</td>
<td>Housing and Community Development Act</td>
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<tr>
<td>HQS</td>
<td>Housing Quality Standards</td>
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<tr>
<td>HUD</td>
<td>Department of Housing and Urban Development</td>
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<tr>
<td>INS</td>
<td>(U.S.) Immigration and Naturalization Service</td>
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<td>NAHA</td>
<td>(Cranston-Gonzalez) National Affordable Housing Act</td>
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<tr>
<td>NOFA</td>
<td>Notice of Funding Availability</td>
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<tr>
<td>OMB</td>
<td>(U.S.) Office of Management and Budget</td>
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<tr>
<td>PBC</td>
<td>Project-Based Certificate (program)</td>
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<tr>
<td>QHWRA</td>
<td>Quality Housing and Work Responsibility Act of 1998</td>
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<tr>
<td>PHA</td>
<td>Public Housing AUTHORITY</td>
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<tr>
<td>TTP</td>
<td>Total Tenant Payment</td>
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</tbody>
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