

## 1.1 ***AFFIRMATIVELY FURTHERING FAIR HOUSING***

It is the policy of Abingdon Redevelopment and Housing Authority (ARHA) 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, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under ARHA housing programs.

To further its commitment of full compliance with applicable Civil Rights laws, ARHA will provide Federal/State/local information to applicants and participants in the Section 8 Housing Choice Voucher 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 ARHA's office.

ARHA will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the housing discrimination form. ARHA 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.

The following sections explain the laws and HUD regulations requiring Housing Authorities (HA) to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the HA's Housing Choice Voucher (HCV) operations.

This section describes HUD regulations and ARHA policies related to these topics in four parts:

Part 1: Nondiscrimination. This section presents the body of laws and regulations governing the responsibilities of ARHA regarding nondiscrimination.

Part 2: Policies Related to Persons with Disabilities. This section discusses the rules and policies of the HCV program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporated guidance from the Joint

Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part 3: Prohibition of Discrimination against Limited English Proficiency Persons. This section details the obligations of ARHA to ensure meaningful access to the Housing Choice Voucher (HCV) program and its activities by persons with limited English proficient (LEP) . This section incorporates HUD and DOJ's Notice of Guidance, published December 19, 2003 in the *Federal Register*.

Part 4: Affirmatively Furthering Fair Housing. This section discusses efforts in the HCV program to affirmatively further fair housing efforts.

All of the above are based on

1. Fair Housing Act (42.U.S.C.)
2. Section 504 of the Rehabilitation Act of 1973
3. Joint Statement of HUD and DOJ (issued May 17, 2004)
4. Title VI of the Civil Rights Act of 1964 (42.U.S.C.)
5. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
6. The Age Discrimination Act of 1975 (42.U.S.C., 24 CFR)
7. Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107)
8. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern.)
9. PIH 2002-01 (HA), Accessibility Notice.
10. The Architectural Barriers Act of 1968.
11. 24 CFR Section 903.7.
12. Violence Against Women Reauthorization Act of 2005 (VAWA)
13. Any applicable state laws or local ordinances and any legislation protecting individual rights of participants, applicants, or staff that may subsequently be enacted.

When more than one civil rights law applies to a situation, the laws will be read and applied together.

### **Part 1: Nondiscrimination**

ARHA will treat all applicants and participant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination against certain protected classes. State and local requirements, as well as ARHA policies, can prohibit discrimination against additional classes of people.

ARHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”).

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under the age of 18.

ARHA will comply fully with all federal, state, and local nondiscrimination laws and with rules and regulations governing fair housing and equal opportunity in housing and employment.

ARHA will not discriminate on the basis of marital status or sexual orientation.

ARHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the HCV program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone’s access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in planning or advisory groups that is an integral part of the housing program

- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

### **Providing Information to Families**

ARHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, ARHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract. ARHA will provide all applicants with the HUD brochures “Fair Housing It’s Your Right” and HUD form 903.1 “Are You a Victim of Housing Discrimination” explaining rights under the Fair Housing Law. The brochures will be included in the information packet given to each applicant at the initial briefing before moving into a new unit. Applicants will also be given the toll free numbers for the Fair Housing Complaint Hotline: **1-800-440-8091**. Persons with hearing or speech impairments may access this number via TDD/TTY by calling the Federal Information Relay Service at **1-800-545-1833**.

### **Discrimination Complaints**

If an applicant or participant believes that any family member has been discriminated against by ARHA or an owner, the family should advise ARHA. HUD requires ARHA to make every reasonable attempt to determine whether the applicant’s or participant’s assertions have merit and take any warranted corrective action. In addition, ARHA is required to provide the applicant or participant with information about how to file a discrimination complaint (24 CFR 982.304).

Applicants or participant families who believe that they have been subject to unlawful discrimination may notify ARHA either orally or in writing.

ARHA will attempt to remedy discrimination complaints made against ARHA.

ARHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO). ARHA will provide assistance in completing the form if requested by the applicant or participant family.

The applicant or participant family may choose to contact HUD directly with their claim of discrimination.

## **Part 2: Policies Related to Persons with Disabilities**

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

ARHA must ensure that persons with disabilities have full access to ARHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

ARHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by ARHA, including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact/notify ARHA.”

### **Definition of Reasonable Accommodation**

A “reasonable accommodation” is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling (Joint Statement of the Department of HUD and Justice: Reasonable Accommodations under the Fair Housing Act).

A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations ARHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an “undue financial and administrative burden” for ARHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

### **Types of Reasonable Accommodations**

When it is reasonable (see definition above), the HA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside ARHA’s range) if ARHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with staff
- Displaying posters and other housing information in locations throughout ARHA’s office in such a manner as to be easily readable from a wheelchair

### **Request for an Accommodation**

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that ARHA treat the information as a request for a reasonable accommodation, even if no formal request is made (Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act).

The family must explain what type of accommodation is needed to provide the person with the disability full access to ARHA’s program and services. If the need for the accommodation is not readily apparent or known to Abingdon Housing, the family must

explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

ARHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, ARHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

### **Verification of Disability**

The regulatory civil rights definition for persons with disabilities is provided in 24 CFR Parts 8.3, 25.104, and 100.201. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, ARHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to ARHA's programs and services.

If a person's disability is obvious or otherwise known to ARHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required (Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act).

If a family indicates that an accommodation is required for a disability and it is not obvious or otherwise known to ARHA, ARHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, ARHA will follow the verification policies provided in other parts of this policy. All information related to a person's disability will be treated in accordance with the confidentiality policies and practices at ARHA. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third part who is in a position to know about the individual's disability may

provide verification of a disability (Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act).

- ARHA must request only information that is necessary to evaluate the disability-related need for the accommodation. ARHA may not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.

### **Approval/Denial of Requested Accommodation**

ARHA must approve a request for accommodation if the following three conditions are met:

1. The request was made by or on behalf of a person with a disability.
2. There is a disability-related need for the accommodation.
3. The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on ARHA, or fundamentally alter the nature of ARHA's HCV operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of ARHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability related needs. ARHA will verify at each annual reexamination that the need for the accommodation still exists.

Before making a determination whether to approve the request, ARHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that ARHA may verify the need for the requested accommodation.

After a request for an accommodation is presented, ARHA will respond, in writing, within ten (10) calendar days.

If ARHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature



of ARHA's operation), ARHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program without imposing an undue financial and administrative burden.

If ARHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, ARHA will notify the family, in writing, of its determination within ten (10) calendar days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal ARHA's decision through an informal hearing/review (if applicable) or the grievance process.

### **Physical Accessibility**

ARHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

**Notice PIH 2002-01**, Accessibility Notice (must be posted in ARHA offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.

The design, construction, or alteration of HA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alteration to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, the PHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

### **Denial or Termination of Assistance**

A HA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2) (iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of ARHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a participant family's assistance is terminated, the notice of termination must inform them of ARHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, ARHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to ARHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, ARHA must make the accommodation.

In addition, ARHA must provide reasonable accommodation for persons with disabilities to participate in the hearing process.

## **Part 3: Improving Access to Services for Persons with Limited English Proficiency**

### **Overview**

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may

violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

ARHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, ARHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the HCV program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity or service provided by the program to people's lives; and (4) the resources available to ARHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on ARHA.

### **Oral Interpretation**

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, ARHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

ARHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, ARHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other HA's, and will standardize documents. Where feasible and possible, ARHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by ARHA. The interpreter may be a family member or friend.

### **Written Translation**

Translation is the replacement of a written text from one language into an equivalent written text in another language.

In order to comply with written-translation obligations, ARHA will take the following steps:

- The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or
- If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, ARHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

### **Implementation Plan**

After completing the four-factor analysis and deciding what language assistance services are appropriate, ARHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If ARHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to ARHA's HCV program and services.

If it is determined that ARHA serves very few LEP persons, and ARHA has very limited resources, ARHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

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

#### **Part 4: Steps to Affirmatively Furthering Fair Housing**

ARHA will comply with the affirmatively furthering fair housing requirements of 24 CFR Section 903.7(o) by:

1. examining programs or proposed programs;
2. identifying any impediments to fair housing choice within these programs;
3. addressing those impediments in a reasonable fashion in view of resources available;
4. working with local jurisdictions to implement any of the jurisdiction's initiative to affirmatively further fair housing that requires ARHA's involvement; and
5. maintaining records reflecting these analyses and actions

In addition, ARHA will take the following proactive steps in addressing accessibility problems for persons with disabilities:

1. where requested by an individual, ARHA will help program applicants and participants gain access to supportive services available within the community, but not require eligible applicants or participants to accept such supportive services as a condition of continued participation in the program;
2. identify public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities;
3. not deny other housing opportunities to persons who qualify for an HCV under this program other housing opportunities, or otherwise restrict access to ARHA programs to eligible applicants who choose not to participate;
4. provide housing search assistance (24 CFR Section 8.28(a)(3));
5. in accordance with rent reasonableness requirements, approve higher rents to owners that provide accessible units with structural modifications for persons with disabilities (24CFR Section 8.28(a)(5)); and

6. Provide technical assistance, through referrals to local fair housing and equal opportunity offices, to owners interested in making reasonable accommodations or units accessible to persons with disabilities.

### **ARHA's Specific Plan**

ARHA continues to take great efforts to make families aware from all segments of the population on a non-discriminatory basis and with a broad spectrum of incomes to all housing programs through intensive affirmative marketing efforts. ARHA will provide information about its housing and economic opportunities to agencies, non-profits, and faith-based organizations in the Abingdon community, targeting those that specifically serve minority populations.

Specific marketing tools include: links to web pages promoting various housing opportunities such as public housing, HCV. ARHA will continue to create and distribute flyers sharing information about housing opportunities.

ARHA staff members are trained to understand and address fair housing issues on a regular basis. Staff will continue to work with local agencies and with participants to implement fair housing practices.

ARHA continues to clearly provide notice on applications, website, newsletters brochures and other handout literature that it is a fair housing and non-discriminatory agency.

Specific plans for affirmatively furthering fair housing include, but are not limited to:

1. addressing impediments to fair housing choice relating to ARHA operations;
2. Working with local jurisdictions to implement initiative to further fair housing by expanding community outreach efforts.
3. implementing policies that are nondiscriminatory; and
4. initiating steps to remedy discrimination in housing and promote fair housing rights and fair housing choice through greater participation with local agencies efforts and continuing to seek ways to expand housing opportunities.

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

ARHA 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 objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for the Housing Choice Voucher Program.

### 1.3 Right to Privacy

All adult members of both applicant and participant households are required to annually 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*.

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.

### 1.4 **REQUIRED POSTINGS**

ARHA 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. Office hours, telephone numbers
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster

- G. Equal Opportunity in Employment Poster

## **2.0 ABINGDON HOUSING/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY**

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

### **2.1 ABINGDON HOUSING RESPONSIBILITIES**

- A. ARHA will comply with the consolidated ACC, the application ARHA submitted to HUD to get the specific vouchers, HUD regulations and other requirements, and this Section 8 Administrative Plan.
- B. In administering the program, ARHA will:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families, including both party's rights and responsibilities under the Violence against Women Act;
  - 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 people with disabilities find satisfactory housing;
  - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a housing choice 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 at least annually during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust ARHA's utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by ARHA, 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 ARHA decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain ARHA decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Upon request, ARHA will supply to prospective landlords the current address and telephone number of the family as well as name and phone number of the family's current and prior landlords.

## 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 (screening the tenant).
  - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  - 3. Complying with equal opportunity requirements.
  - 4. Complying with the Housing Assistance Program (HAP) contract.
  - 5. Preparing and furnishing to ARHA information required under the HAP contract.
  - 6. 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.
  - 7. Entering into a lease and enforcing tenant obligations under the lease.
  - 8. Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any other person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

9. Paying for utilities and services (unless paid by the family under the lease).
  10. Providing proof of ownership to ARHA for the proposed property before entering into a HAP contract with ARHA. If at the annual HQS inspection, it is found that proof of ownership is not on file with ARHA, owners will be required to provide proof of ownership within 30 calendar days. Failure to provide proof of ownership within 30 days will result in abatement of rent to the owner.
  11. Monitoring the unit to ensure that the family is occupying the unit. In the event that the family abandons the unit, ARHA will contact the family's utility providers to determine when utility services were disconnected. ARHA will terminate the family's assistance at the end of the month in which the utilities were disconnected
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
  - D. The owner is responsible for notifying ARHA sixty (60) calendar days prior to any rent increase.

## 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 ARHA 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, within 10 calendar days, any information requested by ARHA 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. All information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests. The family's failure to correct any HQS breach caused by the family within the specified time limit will result in termination of assistance.

In the event that the family abandons the unit, ARHA will contact the family's utility providers to determine when utility services were disconnected. ARHA will terminate the family's assistance at the end of the month in which the utilities were disconnected.

C. Allowing ARHA Inspection

The family must allow ARHA to inspect the unit at reasonable times and after at least **14** calendar days' notice. ARHA may provide less notice or no notice when extenuating circumstances, emergencies or tenant complaints of HQS breaches exist.

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 ARHA and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give ARHA 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. ARHA must approve the composition of the assisted family residing in the unit. The family must inform ARHA within **10** calendar days of the birth, adoption or court-awarded custody of a child. The family must request approval from ARHA 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 notify ARHA within **10** calendar days if any family member no longer resides in the unit.
4. If ARHA has given approval, a foster child/foster adult or a live-in aide may reside in the unit. ARHA has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when ARHA 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 the lease, 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 ARHA to verify that the family is living in the unit, or relating to family absence from the unit, including any ARHA requested information or certification on the purposes of family absences. The family must cooperate with ARHA for this purpose. The family must promptly notify ARHA of its absence from the unit.

Absence means that no member of the family is residing in the unit. In the event of a medical condition that causes the sole member of a single member household to be absent from the unit due to hospitalization, nursing home

admittance, hospice care, etc., the family may be allowed a maximum vacancy period of 180 days. Such allowance will be at ARHA's sole discretion.

In such instances, ARHA will attempt to obtain from the family or the health care provider/facility documentation of the family's admittance or vacancy from the unit in an effort to determine the length of the vacancy. Under extenuating circumstances and at ARHA's sole discretion, a family who has had their assistance terminated due to a vacancy period of more than 180 days for medical reasons may be issued a voucher to allow additional recovery time and time to be re-housed. The maximum term of the voucher will be 120 days.

For vacancies other than for medical conditions, such as incarceration for offenses that would not be a program violation, the maximum allowable vacancy period will be 60 days.

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 program.

K. Crime by Household Members

The members of the household may not engage in drug-related criminal activity, violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

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.

M. Alcohol and/or Drug Abuse by Household Members

The members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety or right to peaceful enjoyment of other residents and/or persons residing in the immediate vicinity of the premises.

### 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 ARHA screening criteria in order to be admitted to the Section 8 Housing Choice Voucher Program.

#### 3.2 *ELIGIBILITY CRITERIA*

A. Family status - All families must have a Head of Household or Co-Heads of Household.

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, but are not considered family members 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.
- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

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** is a family member of an assisted family who remains in the unit when other family members have left the unit.
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.

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 Housing Choice Voucher Program shall be a family that is:
  - a. An extremely low-income or a very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
  - c. A low-income family that meets additional eligibility criteria specified by the Abingdon Housing specified in this Administrative Plan and that is consistent with the agency's Annual Plan and its jurisdiction's Consolidated Plan;
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 housing choice voucher is the highest income limit for the family size for areas within ARHA'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 ARHA's jurisdiction under portability and have the status of applicant rather than of participant at their initial PHA must meet the income limit for the area where they are initially assisted under the program.
5. Families who are moving into ARHA's jurisdiction under portability and are already program participants at their initial PHA do not have to meet the income eligibility requirement for ARHA's program.
6. Income limit restrictions do not apply to families transferring units within ARHA's Section 8 Housing Choice Voucher Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a noncitizen 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 at least one 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(F) for calculating rents under the noncitizen rule).

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security Number.

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 ARHA to obtain from State Wage Information Collection Agencies (SWICAs) 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 ARHA to verify with previous or current employers or other sources of 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;
- d. A statement allowing ARHA permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- e. 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. Suitability for tenancy

ARHA determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. ARHA will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through Transunion criminal screenings, state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, ARHA may contact law enforcement agencies where the individual had lived. This criminal background check will proceed after each adult household member has signed a consent form designed by ARHA. The information received as a result of the criminal background check shall be used solely for screening purposes. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to ARHA's action has expired without a challenge or final disposition of any litigation has occurred.

ARHA will utilize the U.D. Department of Justice's Dru Sjodin National Sex Offender Website (NSOPW) as a resource and will ban for life any individual who is registered as a lifetime sex offender.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact in writing and given an opportunity to dispute the accuracy of the information before the denial or eviction is deemed to be final.

Additional screening is the responsibility of the owner.

**G. Special College Student Eligibility Rules**

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

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
2. Is under 24 years of age;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child; and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b) (3) (E) of the 1937 ACT and who was receiving Section 8 Housing Choice Voucher assistance on November 20, 2005.

## **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 be displayed at ARHA's main office. 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 notice will be published in a local newspaper of general circulation, be available and be displayed at ARHA's main office. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

## **4.2 TAKING APPLICATIONS**

Families wishing to apply for the Section 8 Housing Choice Voucher Program will be required to complete an application for housing assistance. Applications will be received at ARHA's office. When the completed application is received by ARHA the application will be added to the waiting list by date and time of receipt.

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 if deemed apparently eligible.

Upon receipt of the family's pre-application, ARHA will add the family to the waiting list with a status of pending. No determination of eligibility will be made until the person's name is near the top of the waiting list and the file is in the process of being screened for program eligibility.

An applicant is encouraged to report changes in their applicant status including changes in family composition, income, or preference factors. Applicants requesting to make changes to their applications either in person or by telephone will be required to

provide their social security number and date of birth as proof of identity. ARHA will annotate the applicant's file with the requested changes.

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. ARHA 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 Housing Choice Voucher 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;

All applicant files shall be retained for three (3) years from the date the file is withdrawn from the waiting list.

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

When a family's name nears the top of the waiting list, the family, including all household members 18 years of age or older, will be required to attend an update interview. At this time, the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, sign the Consent for Release of Information forms and all other forms deemed necessary at the time by ARHA or HUD. The process to verify income, assets, and eligible deductions and to conduct the criminal background check will begin after this interview. Documents verifying income, assets and eligible deductions must be dated within 90 days of the issuance of the housing choice voucher.

#### **4.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will have their application withdrawn from the waiting list.

ARHA will allow applicants to reschedule appointments for good cause. Only in extenuating circumstances and at the discretion of ARHA will an applicant's appointment be rescheduled more than once. ARHA will work closely with the applicant to schedule appointments at times convenient to the applicant.

#### **4.6 PURGING THE WAITING LIST**

ARHA will update and purge its waiting list annually, or as deemed necessary, to ensure that the pool of applicants reasonably represents interested families. Purging also enables ARHA to update applicant information regarding address, family composition, income and preferences.

The purge shall consist of ARHA mailing an interest letter to the applicant via first class mail. The applicant will be required to return the letter to ARHA by the date specified in the letter. If the letter is returned to ARHA as undeliverable, with a forwarding address or if no response is received from the applicant by the specified date, the application will be withdrawn from the waiting list. ARHA will not mail a second purge letter to the applicant.

#### **4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

ARHA 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;
- C. The applicant does not meet either the eligibility or screening criteria for the program; or

- D. The applicant has been issued a Housing Choice Voucher.

The reason for all withdrawals from the waiting list shall be documented in the applicant's file. All withdrawn applications will be retained for three (3) years from the date of withdrawal.

#### **4.8 GROUNDWORK FOR DENIAL**

ARHA will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a family member who was evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed.

However, ARHA may admit the household if ARHA determines:

- 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by ARHA; or
  - 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- F. Have a household member who is currently engaging in illegal use of a drug;



- G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- H. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- I. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a household member who is currently engaged in, or has engaged in the following during the last three years before the projected date of admission:
  - 1. Drug-related criminal activity;
  - 2. Violent criminal activity;
  - 3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
  - 4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of ARHA (including an ARHA employee or an ARHA contractor, subcontractor or agent).

For purposes of this section, a household member is “currently engaged in” criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

ARHA may deny assistance to applicants who:

- M. Have a family member who violated any family obligations under previous participation in the program;
- N. Have a family member who has been evicted from federally assisted housing in the last three years;
- O. Have a family member that Abingdon Housing ever terminated assistance for under the program;
- P. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- Q. Currently owes rent or other amounts to ARHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
- R. Have not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent by the family under the lease;
- S. Have breached an agreement to pay amounts owed to the ARHA or amounts paid to an owner by the ARHA;
- T. Owe money for rent and/or damages to a previous owner resulting from their prior participation in the HCV Program.
- U. Have engaged in or threatened abusive or violent behavior, whether verbal or physical, towards any ARHA staff member, ARHA contractor or resident;

If ARHA intends to deny admission to their Housing Choice Voucher Program on the basis of a criminal record, ARHA will provide the person (i.e., the family member) named

in the criminal record a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Review for Applicants. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If ARHA does not receive the dispute within the allotted time, the applicant will be denied.

Individuals who were previous public housing residents who were evicted for lease or program violations may be denied admission to the HCV program for a period of three years from the eviction date. Individuals who were previous HCV program participants and were terminated from the program for program violations may be denied readmission to the HCV Program for a period of three years from the termination date.

The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 17.2 of this Section 8 Administrative Plan, and must be submitted within ten (10) calendar days after receipt of the ARHA's written request for verification.

#### **4.9 NOTIFICATION OF NEGATIVE ACTIONS**

An applicant whose name is being removed from the waiting list due to ineligibility or the applicant's failure to meet other screening criteria for the program, will be notified by ARHA, in writing, of such denial and that the applicant has ten (10) calendar days, from the date of ARHA's written correspondence, to present in writing, mitigating circumstances related to the denial or to request an informal review.

Once ARHA has issued a letter stating its intent to deny an application or has issued a letter denying an application, the applicant will not be allowed to remove a family member from the application and have the application reconsidered for eligibility based on the remaining household members.

ARHA'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, ARHA will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, ARHA 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.

#### **4.10 INFORMAL REVIEW**

If ARHA determines that an applicant does not meet the criteria for receiving Section 8 Housing Choice Voucher assistance, ARHA 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 10 calendar days of the denial. ARHA will describe how to obtain the informal review. The informal review process is described in Section 15.2 of this Plan.

### **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

#### **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

ARHA 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, ARHA will use the assistance for those families. Some funding awards may require eligible applicants to be given a preference for meeting the criteria of the award. In such instances, those individuals will be moved ahead of other applicants on the waiting list in order to meet the requirements of the awarded funding. If this occurs, ARHA will maintain records demonstrating that these targeted housing choice vouchers were used appropriately. When one of these targeted vouchers turns over, the voucher shall be issued to applicants with the same specific characteristic as the targeted program describes.

#### **5.2 PREFERENCES**

Consistent with ARHA Agency Plan, ARHA will select families based on the following preferences. They are consistent with ARHA Agency Plan and the Consolidated Plan that covers our jurisdiction.

- A. Victims of domestic violence: Individuals who have resided at a state certified abuse shelter for a minimum of 14 days; who are participating in a counseling program of a certified abuse shelter or who meet the requirements specified under the Violence Against Women Act as outlined in Section 17.2 of the Administrative Plan.
- B. Displaced person(s): Individuals or families displaced by government 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.

#### **5.2.1 HOUSING FOR VICTIMS OF FEDERALLY DECLARED DISASTERS**

In the case of a federally declared disaster, ARHA reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing

#### **5.3 SELECTION FROM THE 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), ARHA 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, ARHA 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

ARHA will issue a housing choice 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:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, ARHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Two persons per bedroom
- B. Live-in aides will get a separate bedroom
- C. Additional bedrooms given for medical necessity

ARHA will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a disability or a medical reason why the larger size is necessary.

The family unit size will be determined by ARHA 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 ARHA selects a family from the waiting list and has determined that the family is eligible, the family will be scheduled to come in for a briefing session explaining how the program works. In order to receive a housing choice voucher all of the adult members of the family are 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, ARHA 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, ARHA 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.

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,
- D. Types of eligible housing;
- E. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a security deposit from its own funds;
- G. A description of the homeownership program if one exists; and
- H. An explanation of information contained in the Housing Choice Voucher packet.

## **6.2 PACKET**

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

- A. The term of the housing choice voucher and ARHA'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 ARHA 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 ARHA determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit.
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of tenancy form and an explanation of how to request ARHA's approval of a unit;



- H. ARHA's subsidy standards, including when ARHA will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;
- I. The HUD brochure on how to select a unit ("A Good Place to Live");
- J. The HUD-required lead-based paint brochure;
- K. 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;
- L. A list of landlords or other parties known to ARHA who may be willing to lease a unit to the family or help the family find a unit, including owners with properties located outside areas of poverty or minority concentration;
- M. Notice that if the family includes a person with disabilities, the family may request assistance with locating accessible units, to include but not limited to the use of online-databases of available units known to ARHA that may be available;
- N. The family's obligations under the program;
- O. The grounds upon which ARHA may terminate assistance because of the family's action or inaction;
- P. ARHA informal hearing procedures, including when ARHA is required to provide the opportunity for an informal hearing, and information on how to request a hearing;
- Q. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act (VAWA); and
- R. ARHA Policy on providing information about a family to prospective owners.

### **6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY**

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, ARHA will issue the housing choice 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 approval of tenancy form. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The family will submit the proposed lease and the request form to ARHA during the term of the housing choice voucher. ARHA will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. ARHA 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, ARHA will schedule an appointment to inspect the unit within 15 calendar 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. ARHA will promptly notify the owner and the family whether the unit and tenancy are approvable.

ARHA will only enter into HAP contracts that have an effective date of the first day of the month. Voucher holders wishing to enter into a new lease must submit a completed Request for Tenancy form to ARHA by the 20<sup>th</sup> day of the month preceding the month in which they request their lease to begin.

During the initial stage of qualifying the unit, ARHA will provide the prospective owner with information regarding the program. Information will include ARHA and owner responsibilities for screening and other essential program elements.

Additional screening is the responsibility of the owner.

#### **6.4 TERM OF THE HOUSING CHOICE VOUCHER**

The initial term of the voucher will be 60 calendar days and will be stated on the Housing Choice Voucher.

ARHA may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an

extraordinary reason. 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, ARHA will grant the length of request sought by the family or 60 calendar days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, ARHA will grant an extension allowing the family the full 120 calendar days search time. If ARHA determines that additional search time would be a reasonable accommodation, it will grant the additional search time.

If a family's voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher program and start over again at the bottom of the waiting list. If the waiting list is closed, the family must wait until ARHA is once again accepting applicants for the Section 8 Housing Choice Voucher Program.

## **6.5 APPROVAL TO LEASE A UNIT**

ARHA will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by ARHA and passes HQS;
- C. The lease is approvable and includes the following:
  - 1. The names of the owner and the resident;
  - 2. The address of the unit rented;
  - 3. The term of the lease (initial term and any provisions for renewal);
  - 4. The amount of the monthly rent to owner;

- 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  - 6. The name of the banking institution holding the tenant's security deposit.
  - 7. The HUD required 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 if the gross rent exceeds the applicable payment standard;
  - F. The owner certifies that he or she is not in a conflict of interest situation with the resident.
  - G. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or ARHA; and
  - H. The family continues to meet all eligibility and screening criteria.
  - I. The Request for Tenancy form has been submitted by the 20<sup>th</sup> day of the month preceding the month in which the lease is requested to begin.

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

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

- A. The unit passes ARHA HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- C. The landlord and resident sign the lease to include the HUD required addendum; and
- D. ARHA approves the leasing of the unit.

ARHA will prepare the HAP 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 HAP contract. Upon receipt of the executed lease and the signed HAP contract by the landlord, ARHA will execute the HAP contract. ARHA will not pay any housing assistance to the owner until the HAP contract is executed.

In no case will the HAP contract be executed later than 60 calendar days after the beginning of the lease term.

Any HAP contract executed after the 60-day period will be void and ARHA will not pay housing assistance to the owner.

## **6.6 ARHA DISAPPROVAL OF OWNER**

ARHA will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). ARHA 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 Housing Choice Voucher 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;
- 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 residents, ARHA employees or owner employees; or
  - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a housing choice voucher (currently shopping) unless ARHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
- I. ARHA has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or
- J. Other conflicts of interest under Federal, State, or local law.
- K. The owner owes money to ARHA.

#### **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 Housing Choice Voucher 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 or units being purchased under a Section 8 Homeownership Program; 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.

ARHA 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

ARHA will approve leases for the following housing types:

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

If a property has both HUD issued project-based assisted units and market rate units, housing choice vouchers can be utilized in the market rate units, but not the project-based units. In this situation, rent reasonableness will dictate that the rent for the housing choice voucher unit will equal the HUD-approved rent (the basic rent) for the

project-based units as long as it is within ARHA payment standard. Also, ARHA utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, ARHA will re-certify everyone living in a property utilizing tenant-based housing choice vouchers and the landlord will be responsible for the re-certification of those residing in the property using project-based vouchers.

## **6.8 SECURITY DEPOSIT**

The owner may collect a security deposit from the participant 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 residents in the same complex.

When the resident 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 participant, damages to the unit or for other amounts the family owes under the lease.

The owner must give the participant 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 resident in compliance with State law.

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 lease has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if ARHA has terminated the HAP contract ARHA will issue the family a new housing choice voucher if the family does not owe ARHA or any other PHA money, has not violated a Family Obligation, has not moved or been issued a housing choice voucher



within the last 12 months, and if ARHA 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 Housing Choice Voucher Program, ARHA may 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 resident a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the participant; or
- C. The participant has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner).

### **7.2 PROCEDURES REGARDING FAMILY MOVES**

All families moving onto and out of the ARHA district will be given:

- 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 share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;
- E. Portability requirements and opportunities;

- 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, a notice to terminate the lease may not exceed 60 calendar 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 ARHA approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give ARHA 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 ARHA will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

Only families in good standing with ARHA will be allowed to move to another unit and continue receiving assistance. Families who have a repayment agreement with ARHA will not be allowed to move to another unit and continue receiving assistance if a payment is delinquent.

## **8.0 PORTABILITY**

### **8.1 GENERAL POLICIES OF ARHA**

An applicant with a domicile (legal residence) in the jurisdiction of ARHA at the time the family first submits its application for participation in the program to ARHA may lease a unit anywhere in the jurisdiction of ARHA or outside ARHA's jurisdiction as long as there is another entity operating a tenant-based Housing Choice Voucher program covering the location of the proposed unit.

Applicants with an address of general delivery or a post office box, may be required to provide proof of domicile within ARHA's jurisdiction. Such proof may be in the form of a

lease, utility bill, cable bill, land line telephone bill or other similar document in the head of household, spouse, or other adult family member's name listed in the application, that shows a domicile within ARHA's jurisdiction.

If the applicant does not have a legal residence in the jurisdiction of ARHA at the time of its application, the family will not have any right to lease a unit outside of ARHA 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 ARHA

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

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered.

For income targeting purposes, the family will count towards the initial PHA's goals unless the receiving PHA absorbs the family. If absorbed, the admission will count towards the receiving PHA's goals.

If a family has moved out of their assisted unit in violation of the lease, ARHA will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract. This will not apply if the family has complied with all program requirements and the family has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

Any of the above general policies will be waived by ARHA in order to help participants who are compliant with their existing leases but who reasonably believe they need to move to protect the health and/or safety of a victim of domestic violence, dating violence or stalking. In order to exercise this waiver, the participant shall provide ARHA

with appropriate verification. Types of acceptable verifications are outlined in Section 17.2 of this Section 8 Administrative Plan, and must be submitted within 14 business days after receipt of ARHA's written request for verification.

## **8.2 INCOME ELIGIBILITY**

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

## **8.3 PORTABILITY: ADMINISTRATION BY RECEIVING PHA**

- A. When a family utilizes portability to move to an area outside the Initial PHA jurisdiction, another PHA (the Receiving PHA) must administer assistance for the family if that PHA has a tenant-based program covering the area where the unit is located.
- B. A PHA with jurisdiction in the area where the family wants to lease a unit must issue the family a housing choice voucher. If there is more than one such PHA, ARHA may choose which PHA shall become the Receiving PHA.
- C. Requests for portability moves to an area where the payment standard for the proposed area exceeds ARHA's payment standard may be denied if the Receiving PHA does not absorb the family into their program. This decision will be made based on ARHA's budget and/or federal guidelines.

## **8.4 PORTABILITY PROCEDURES**

- A. When ARHA is the Initial PHA:
  - 1. ARHA 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. ARHA will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant.
3. ARHA will advise the family how to contact and request assistance from the Receiving PHA by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher.
4. ARHA will, within ten (10) calendar days, notify the Receiving PHA to expect the family via telephone, fax or email.
5. ARHA will immediately mail or fax the Receiving PHA a completed Part I of HUD Form 52665, the most recent HUD Form 50058 (Family Report) for the family, and related verification information. If the family is an applicant and not a participant, ARHA will provide the Receiving PHA with the family information and income information in a format similar to that utilized by the 50058.

B. When ARHA is the Receiving PHA:

1. When the portable family requests assistance from ARHA, ARHA will within ten (10) calendar days inform the Initial PHA that it will absorb the family into its program or notify the Initial PHA within the time limit set forth in Part I of the 52665 that it will bill the Initial PHA for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner (10 calendar days) will accomplish this. If the family is absorbed, ARHA will also send the Initial PHA a new HUD Form 50058.
2. Portability families will be subjected to ARHA's normal screening procedures. If the family fails to pass the screening thresholds, the family will be denied admission to ARHA's HCV program.
3. ARHA will issue a voucher to eligible families within fourteen (14) calendar days as long as the initial voucher has not expired (if it has expired, the family shall be referred back to the Initial PHA). The term of ARHA's voucher will not expire before the expiration date of any Initial PHA's housing choice voucher. ARHA will determine whether to extend the housing choice voucher term. The decision to extend will take into

account ARHA's existing absorption policy and the billing deadline date provided by the Initial PHA in the 52665. If an extension is granted, the Initial PHA will be informed of this decision. The family must submit a request for tenancy approval to ARHA during the term of ARHA's housing choice voucher. If ARHA has decided to bill the Initial PHA, the request for tenancy approval must be processed in enough time for the Initial PHA to process a Request for Lease Approval and execute a HAP contract before the billing deadline date.

4. ARHA will determine the family unit size for the portable family. The family unit size is determined in accordance with ARHA's subsidy standards.
5. ARHA will notify the Initial PHA 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 housing choice voucher. In any event ARHA will notify the Initial PHA of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, ARHA will notify the Initial PHA of this fact in enough time for the Initial PHA to process a Request for Lease Approval and execute a HAP contract if ARHA intends to bill the Initial PHA.
6. In order to provide tenant-based assistance for portable families, ARHA will perform all Housing Choice Voucher program functions, such as reexaminations of family income and composition. At any time, either the Initial PHA or ARHA may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.
7. ARHA may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C. Absorption by ARHA

If funding is available under the consolidated ACC for ARHA's Housing Choice Voucher Program when the portable family is received, ARHA may absorb the family into its Housing Choice Voucher Program. The decision to absorb or not will be made on a case-by-case basis and will solely be the decision of ARHA. If

absorbed, the family is assisted with funds available under the consolidated ACC for ARHA's Tenant-Based Program.

D. Portability Billing

To cover assistance for a portable family, the Receiving PHA may bill the Initial PHA for housing assistance payments and administrative fees as long as all HUD required deadlines have been compiled with. The billing procedure will be as follows:

1. As the Initial PHA, ARHA will within thirty (30) calendar days of receipt of the completed Part II of the HUD Form 52665 reimburse the Receiving PHA for the full amount of the housing assistance payments made by the Receiving PHA for the portable family in a form and manner the Receiving PHA is able and willing to accept. Payments made after the first payment shall be sent in time for the Receiving PHA to receive the payment no later than the fifth working day of the month. The amount of the housing assistance payment for a portable family in the Receiving PHA's program is determined in the same manner as for other families in the Receiving PHA's program.
2. The Initial PHA will promptly reimburse the Receiving PHA for 80% of the Initial PHA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based program and is assisted by the Receiving PHA. This rate will be further reduced based on the level of proration applied by HUD to the Initial PHA's administrative fees.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving PHA that has not absorbed the family, the PHA in the new jurisdiction to which the family moves becomes the Receiving PHA, and the first Receiving PHA is no longer required to provide assistance for the family.

F. On-going Responsibilities as a Receiving PHA

When ARHA is a receiving agency it will:

1. Send the Initial PHA an updated HUD Form 50058 at each annual recertification so the Initial PHA can reconcile it with its records.

2. Send the Initial PHA a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount with ten (10) calendar days of the effective date of any change in the billing amount.
3. If ARHA decides to absorb a family it had previously been billing for, it shall notify the Initial PHA within ten (10) calendar days following the effective date of the termination of the billing arrangement.
4. If the family decides it wants to move to yet another jurisdiction, the Initial PHA shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving PHA.

## **9.0 DETERMINATION OF FAMILY INCOME**

### **9.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME**

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

### **9.2 INCOME**

- 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.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or ARHA believes that past income is the best



available indicator of expected future income, ARHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

B. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR 5.609:

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. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
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 excluded.)

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

6. Welfare assistance.

- a. Welfare assistance payments

- i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

- (1). Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

- (2). Are not otherwise excluded under paragraph Section 9.3 of this Plan.

- ii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- (1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

- (2). The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a

percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. Imputed welfare income.

- 1). A family's annual income includes the amount of imputed welfare income (because of welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to ARHA by the welfare agency), plus the total amount of other annual income.
- 2). At the request of ARHA, the welfare agency will inform ARHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform ARHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. ARHA will use this information to determine the amount of imputed welfare income for a family.
- 3). A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to ARHA by the welfare agency).
- 4). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- 5). ARHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

- 6). If a participant is not satisfied that ARHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if ARHA denies the family's request to modify such amount, then ARHA shall give the resident written notice of such denial, with a brief explanation of the basis for ARHA's determination of the amount of imputed welfare income. ARHA's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.
- 7). Relations with welfare agencies
  - a). ARHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives ARHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  - b). ARHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, ARHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

- c). such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. ARHA shall rely on the welfare agency notice to ARHA of the welfare agency's determination of a specified welfare benefits reduction.
- 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.)

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- 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 participant family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system;
- 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 are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;

- F. The amount of student financial assistance paid directly to the student or to the educational institution for tuition. For Section 8, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income;
- 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 ARHA 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, 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 agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
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 provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)). Additionally, participants will not be required to disclose receipt of such payments or allowances and ARHA will not be required to verify the existence of such payments or allowances;
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant



to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.

- u. Income payments from the U. S. Census Bureau defined as employment lasting no longer than 180 days and not culminating in permanent employment.
- v. One time recovery payments generated by the American Recovery and Reinvestment Act (ARRA).

#### **9.4 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. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable child care expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. For persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following the date of the initial hire shall be excluded. This exclusion is only

available to the following families:

1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

#### **9.5     *RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME***

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the participant.
- B. The HCV Coordinator shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, ARHA shall, if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, ARHA shall do one of the following:

1. Immediately collect the back over paid assistance paid by the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the participant from the program for failure to report income;  
or
4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

#### **9.6 COOPERATING WITH WELFARE AGENCIES**

ARHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- B. To provide written verification to ARHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

#### **9.7 COOPERATING WITH LAW ENFORCEMENT AGENCIES**

ARHA will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. ARHA will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify ARHA that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within ARHA's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

## **10.0 VERIFICATION**

ARHA will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during 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 noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **10.1 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, documentation such as 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 the following five verification methods acceptable to HUD, in the order of preference indicated:

**1. Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. **Enterprise Income Verification (EIV)** - The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. ARHA will monitor the following EIV reports on a monthly basis - (1) Deceased Tenants Report, (2) Identity Verification Report, and (3) the Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports - (1) Income Discrepancy Report, (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. **State sites for child support payments**

**e. Internal Revenue Service (IRS) Letter 1722**

**f. Private sector databases (e.g. The Work Number)**

ARHA will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until ARHA has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include ARHA requiring the immediate payment of any over-subsidy, entering into a repayment agreement, termination of assistance, criminal prosecution, or any other appropriate remedy.

Furthermore, the information ARHA derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

All wage, unemployment, and new hire information received from UIV shall be maintained in the participants file for the duration of their tenancy and up to three years after program participation ends.

**2. Third –Party Written Verifications**

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. However, families may submit copies of their paycheck stubs as verification of income. In these instances, the family

will be required to submit the most recent 4-6 paycheck stubs. Third party verification may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy and the participant disputes the UIV results.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems dated within the last sixty (60) days. If either of these forms of verification is not obtainable, then the file shall be documented as to why third party verification was not used.

ARHA will allow one (1) week for the return of third party written verifications prior to continuing on to the next type of verification.

### **3. Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

ARHA will allow two (2) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

### **4. Review of Documents**

When UIV, written and oral third party verifications are not available within the one (1) week and two (2) business days period allowed in paragraphs 2 and 3 above, ARHA will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).



## **5. Self-Certification and Self-Declaration**

When UIV, written and oral third party verifications are not available within the one (1) week and two (2) business days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, ARHA will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

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.

### **10.2 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, ARHA will send a request form to the source along with a release form signed by the applicant/participant via first class mail or by fax.

In accordance with PIH Notice 2013-03 outlining temporary provisions in the Public Housing and HCV Programs, ARHA will 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. ARHA's application and reexamination documentation, which is signed by all adult family members, will serve as the declaration. Where the family has net family assets equal to or less than \$5,000, ARHA 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 \$5,000, ARHA will obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on the HUD Form 50058.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number		Social Security Card
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, or a birth certificate.
Citizenship	N/A	Signed Section 214 certification form, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Written certification from a medical professional	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition and must be verified at each annual reexamination.	N/A
Child care costs	Letter from child care provider	Bills, receipts, statements

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls, repayment agreement with health care provider
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment,

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
		records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement showing the current cash value
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts, self-certification
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence, self-certification
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree/custody order

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Social Security Administration	EIV	Letter from Social Security
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> </ul>	N/A

### 10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury, i.e. Section 214 Form.

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

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

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Housing Choice Voucher Program. If they are members of families that include citizens, the rent must be pro-rated.

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 ARHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 36 months from the date of termination.

#### **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member must provide verification of his or her Social Security Number. New family members must provide this verification prior to being added to the lease. The best verification of the Social Security Number is the original Social Security card.

### **10.5 TIMING OF VERIFICATION**

Verifications of income and assets must be dated within sixty (60) days of the issuance date of the voucher or within sixty (60) days of the recertification appointment. 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, ARHA will verify and update only those elements reported to have changed.

### **10.6 FREQUENCY OF OBTAINING VERIFICATION**

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible noncitizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. 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.

### **10.7 SPECIAL VERIFICATION FOR ADULT STUDENTS**

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. ARHA shall verify using normal third party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, ARHA shall determine if any of the scholarship is available for housing costs.

## **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **11.1 GENERAL**

### **11.2 RENT REASONABLENESS**

ARHA 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 calendar days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If ARHA or HUD directs that reasonableness be re-determined.

### **11.3 COMPARABILITY**

Approximately every two years, ARHA will survey owners of rental properties throughout ARHA's jurisdiction. The results of this survey will become part of a database used to determine reasonable rent for ARHA assisted properties. Surveys and rent reasonableness comparisons will be performed in accordance with 24 CFR 982.507 as well as PIH notices 2003-12, 2005-9 and 2011-46.

In making a rent reasonableness determination, ARHA will compare the real rent for the unit to the rent of comparable units in the same or comparable neighborhoods that are not assisted under any federal, state or local program. ARHA will consider the location, type, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The results of this determination shall be documented in the participant's file.

Owners are invited by ARHA to submit information to the database 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 ARHA 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.

#### **11.4 MAXIMUM SUBSIDY**

The payment standard issued by HUD and adopted by ARHA's Board of Commissioners determines the maximum subsidy for a family.

For the Housing Choice Voucher Program, the minimum payment standard will be 90% of the FMR and 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 maximum subsidy 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.

##### **11.4.1 Setting the Payment Standard**

The Statute requires that the payment standard be set by ARHA at between 90% and 110% of the FMR without HUD's prior approval. ARHA will review its determination of the payment standard annually after publication of the FMRs. ARHA 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 housing choice 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 located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

In accordance with PIH Notice 2013-03, outlining temporary provisions in the Public Housing and HCV Programs, ARHA 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. ARHA will perform rent reasonableness tests on all units assisted and will maintain documentation that the unit has the feature(s) required to meet the needs of the person 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, ARHA 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. ARHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, ARHA 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.

#### **11.4.2 Selecting the Correct Payment Standard for a Family**

- A. For the housing choice 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, ARHA 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.

#### 11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when housing choice voucher holders are having trouble finding housing for lease under the program, ARHA 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. ARHA 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. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

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

### 11.5 *ASSISTANCE AND RENT FORMULAS*

#### A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income
2. 30% of the family's adjusted monthly income

3. The Minimum rent

Plus any rent above the payment standard.

B. Minimum Rent.

ARHA has set the minimum rent at \$50.00. However, if the family requests a hardship exemption, ARHA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until ARHA can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

- a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- b. When the family would be evicted because it is unable to pay the minimum rent;
- c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
- d. When a death has occurred in the family.

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

3. Temporary hardship. If ARHA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the month following the date of the family's request. At the end of the 90-day period, the

minimum rent will be imposed retroactively to the time of suspension. ARHA will offer a reasonable repayment agreement for any minimum rent back payment paid by ARHA on the family's behalf during the period of suspension.

4. Long-term hardship. If ARHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal ARHA's determination regarding the hardship.

C. 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 ARHA:
  - a. Rent to the owner for the manufactured home space;
  - b. Owner maintenance and management charges for the space; and
  - c. Utility allowance for participant 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.

E. Rent for Families under the Noncitizen 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.

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 resident rent equals the prorated family share minus the full utility allowance.

## **11.6 UTILITY ALLOWANCE**

ARHA maintains a utility allowance schedule for all tenant-paid utilities (except telephone, cable television and air conditioning), 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. ARHA has chosen to adopt the utility allowance schedules prepared especially for ARHA by Michael Brady INC. These schedules will be reviewed annually to determine if there is a 10% or more change in the previous year's utility schedule. If such a change has occurred, the most recent schedule will be adopted by

ARHA. Participants may review this information at any time by making an appointment with ARHA.

ARHA 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 ARHA's subsidy standards).

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

ARHA 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 participant. Any savings resulting from utility costs below the amount of the allowance belongs to the participant. All utility assistance payments (UAP's) due to the tenant will be paid directly to the tenant.

#### **11.7 *DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT***

ARHA pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within ten (10) calendar days of when due after the first two months of the HAP contract term, the owner may charge ARHA a late payment, agreed to in the Contract and in accordance with generally accepted practices in ARHA's jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted residents; and
- B. The owner also charges such penalties against the resident for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of ARHA.

ARHA will only distribute housing assistance payments to owners through direct deposit to the owner's designated bank. By signing of the direct deposit form and by acceptance of the funds through direct deposit, the owner certifies that the requirements in sections 6, 7 & 8 of the HAP Contract are fulfilled. A housing assistance payment is considered made when ARHA releases the payment to the landlord's designated bank.

Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

#### **11.8 CHANGE OF OWNERSHIP**

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

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

- A. Proof of ownership; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. ARHA may withhold the rent payment until the required documentation is received.

#### **12.0 INSPECTION POLICIES AND HOUSING QUALITY STANDARDS**

ARHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Housing Choice Voucher 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.

ARHA 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 and/or e-mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable ARHA to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, ARHA will only schedule one more inspection. If the family misses two consecutive inspections, ARHA will consider the family to have violated a Family Obligation and their assistance will be terminated.

#### **12.1 TYPES OF INSPECTIONS**

There are seven types of inspections ARHA will perform:

- A. Initial Inspection - An inspection that must take place to ensure that the unit passes HQS before assistance can begin.
- B. Annual 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 based on at least the minimum number required by the Section 8 Management Assessment Program (SEMAP).

## **12.2 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, ARHA will take prompt and vigorous action to enforce the owner obligations. ARHA's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. ARHA 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 ARHA and ARHA verifies the correction. Other than for initial inspections, verification of required corrections may be made in person by ARHA staff, by written certification from the owner or tenants stating the corrections were made or through dated photographs provided by the owner or tenant verifying the corrections within the required time period. 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 ARHA approved extension). If the required repair is not made in a timely manner, the rent shall be abated beginning with the next scheduled payment. If two consecutive payments are abated, the HAP contract shall be cancelled.
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, ARHA 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 participant;
  - 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 participant; 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 ARHA approved extension).
3. If the family has caused a breach of the HQS, ARHA will take prompt and vigorous action to enforce the family obligations. ARHA may terminate assistance for the family in accordance with 24 CFR 982.552.

### **12.3 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 Requirement**

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 provide 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 resident 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/or 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 unvented 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 Requirement

- a. The water supply must be free from contamination.
- b. Water supply must be adequate in volume to suit the family's need

##### 2. Acceptability Criteria

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

#### I. Lead-based Paint

##### 1. Performance Requirement

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

##### 2. *Acceptability Criteria*

The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with or without children under six years of age.

During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with or without children under 6 years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit,



exterior painted surfaces associated with the dwelling unit and common areas of the building through which residents must pass to gain access to the unit and areas frequented by resident children under six years of age, including play areas and child care facilities.

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

J. Access

1. Performance Requirement

The dwelling unit must be able to be accessed 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 Requirement

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.

3. A receptacle must be provided for the receipt of mail for the family.

L. Sanitary Condition

1. Performance Requirement

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. The dwelling unit, to include the outside of the unit, must be free from excessive trash and debris.

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. A smoke detector is to be installed inside each bedroom, on the wall above the entrance door. It should be mounted 4" to 12" from the ceiling. ARHA will approve smoke detectors installed in mobile homes to the immediate right or left of the bedroom entrance door if the installation is within 4" to 12" from the ceiling.

- c. 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).

#### N. Carbon Monoxide Detectors

For units with natural or propane gas line connections for the purpose of heating or powering various appliances, at least one carbon monoxide detector will be required within the living space of the unit.

### **12.4 LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES**

#### A. Non-Exempt or Covered Units

All dwellings occupied or to be occupied by assisted families with or without one or more children under age six (6), lead-based paint requirements apply to:

1. The unit interior and exterior paint surfaces associated with the assisted unit: and
2. The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six (6) such as play areas, and child care facilities. Common areas also include garages and fences on the assisted property.

#### B. Responsibilities of ARHA and the Owner

ARHA is responsible for the following activities:

1. The visual assessment for deteriorated paint (i.e., peeling, chipping, flaking) surfaces at any inspection;
2. Assuring that clearance examinations are conducted when required;
3. Carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;

4. Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and
5. Record keeping.

Owners of units to be or that are assisted have the responsibility to:

1. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;
2. Provide all prospective families with a copy of Protect Your Family from Lead in Your Home or other EPA approved document;
3. When necessary, perform paint stabilization to correct deteriorated paint;
4. Each time paint stabilization is performed, notify the resident about the conduct of lead hazard reduction activities and clearance (if required);
5. Conduct lead hazard reduction activities when required by ARHA;
6. Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
7. Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking the occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Before the execution of the lease the owner is required to disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior to 1978 to all prospective residents. ARHA will keep a copy of the disclosure notice executed by the owner and resident in the participant's file. The owner will keep the original disclosure notice and forward a copy of the notice to ARHA.

C. Qualified Inspector

An HQS inspector may conduct the inspection or other party designated by ARHA. All inspectors must have been trained in visual assessment in accordance with procedures established by HUD.

D. Visual Assessment for Deteriorated Paint

During any inspection of units that are occupied or will be occupied by families with or without children under 6 years of age, ARHA will conduct a visual inspection for deteriorated paint surfaces at these locations:

1. All unit interior and exterior painted surfaces associated with the assisted unit; and
2. Common areas such as common hallways, access and egress areas, playgrounds, child-care facilities, or other areas including fences and garages frequented by children under age six.

E. Stabilization of Deteriorated Paint Surfaces

When the HQS Inspector or other designated party identifies deteriorated paint surfaces (defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture), ARHA will notify and require the owner to perform stabilization of the surfaces within thirty (30) calendar days from the date of ARHA's inspection for occupied units and before commencement of any assisted tenancy.

Owner requirements for compliance with ARHA's paint stabilization differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are differentiated characterized as above or below de minimis levels.

De minimis deteriorated paint surfaces are exceeded when one of the following occurs:

1. 20 square feet on exterior surfaces;
2. 2 square feet on an interior surface in a single room or interior space; or
3. 10 percent of individual small components (e.g., windowsills) on the interior or exterior.

Below de minimis deteriorated paint surfaces:

If the amount of deteriorated paint is below the de minimis level, owners will not be required to perform lead-safe work practices and clearance, but owners must perform paint stabilization as follows:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and
3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit;
4. Abrasive blasting or sandblasting with HEPA exhaust control;
5. Dry sanding and scraping except limited conditions stated above for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, results in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

Above de minimis deteriorated paint surfaces:

At the initial inspection, ARHA will not approve for occupancy any units that have deteriorated painted surfaces that are determined by ARHA's inspector to be above de minimis levels. If the owner again requests an inspection of the previously denied unit, ARHA will require the owner to provide ARHA with an executed copy of the Lead-Based Paint Owner's Certification in order to verify that the deteriorated surfaces were corrected according to EPA guidelines.

Units that are currently assisted and under a valid HAP contract, that are determined to be above the de minimis levels by ARHA's inspector, will not be permitted to remain on the program unless the owner provides a Lead-Based Paint Owner's Certification in order to verify that the deteriorated surfaces were corrected according to EPA guidelines. A program participant residing in a unit that is found to be above the de minimis levels at the time of inspection and for which the owner does not provide the required certification, within 30 days of the inspection, will be issued a voucher and will be required to find more suitable housing.

F. Requirements for Children with Environmental Intervention Blood Lead Level

Should ARHA receive information regarding an environmental intervention blood lead level child under age six from the family, owner, or other sources not associated with the medical health community, ARHA will immediately verify the information with a public health department or other medical health care provider.

If either the public health department or private medical health agency provides verification that the child has an environmental intervention blood lead level, ARHA will proceed to complete a risk assessment of the unit, common areas and exterior surfaces as outlined in Subsection H below. This requirement does not apply if the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

If ARHA receives a report of an environmental intervention blood lead level child from any source other than the public health department, ARHA will notify the public health department with five (5) working days.

HUD has defined environmental intervention blood lead level as a confirmed concentration of lead in whole blood equal or greater than 20 ug/dL (micrograms of lead per deciliter) for a single test or 15-19 ug/dL in two tests taken at least three (3) months apart in children under age six.

G. Risk Assessment

Within fifteen (15) calendar days of the notification to ARHA by a public health department or medical health care provider, ARHA will complete a risk assessment of the dwelling unit, including common areas servicing the dwelling unit, if the child lived in the unit at the time the child's blood was sampled. If the public health department has already conducted an evaluation between the date the child's blood was last sample

and the receipt of notification of the child's condition, the risk assessment by ARHA is not required.

ARHA will only utilize persons trained and certified by an EPA or state-approved agency to perform risk assessments. The risk assessment will identify the appropriate method of correction if correction is required.

The risk assessment will involve an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards. The investigation will include dust and soil sampling, visual evaluation, and may include paint inspections (tests for lead in paint). The assessor will issue a report to ARHA explaining the results of the investigation, as well as option and requirements for reducing lead-based paint hazards. Upon receipt of the risk assessment, ARHA shall immediately notify the owner of its results.

The owner must notify the building residents of the results of the risk assessment within fifteen (15) calendar days of receipt of the risk assessment results from ARHA.

#### H. Hazard Reduction

The owner must complete reduction of identified lead-based paint hazards as identified in the risk assessment as outlined in Subsection H of this Section within thirty (30) calendar days (or date specified by ARHA if an extension is granted for exterior surfaces).

Hazard reduction activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control. The appropriate method of correction will be identified in the risk assessment.

Hazard reduction will be considered complete by ARHA when a clearance examination has been completed and the report indicates that all identified hazards have been treated and clearance has been achieved, or when the public health department certifies that the hazard reduction is complete.

The owner must notify all building residents of any hazard reduction activities within fifteen (15) calendar days of completion of activities.

Like paint stabilization compliance, when ARHA receives the owner's certification, this will signal compliance with lead hazard reduction activities.



Failure by the owner to complete hazard reduction activities (including clearance) within thirty (30) calendar days (or later if ARHA grants an extension for exterior surfaces) of notification constitutes a violation of HQS, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when ARHA notifies the owner, the unit may not be reoccupied by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement is completed.

I. ARHA Data Collection and Record Keeping

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

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

**12.5 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA**

ARHA will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, ARHA requires the following additional criteria:

- A. Adequate heat shall be considered to be 68 degrees.
- B. In units where the resident must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- C. Water heaters must have a pop-off valve attached to a  $\frac{3}{4}$ " overflow pipe installed to within 6 inches of the floor.
- D. Electrical supply wiring to water heaters must be encased in plastic or Metal Flex Tubing (Romex) with proper termination clamps.
- E. All manufactured homes/mobile homes must have permanently installed underpinning/ skirting. This underpinning/skirting must be of a material that will

provide adequate insulating properties and will diminish the possibility of rodent or animal access under the home. ARHA's inspector will determine if the underpinning/skirting material is adequate.

- F. Manufactured homes/mobile homes must have windows that open and close properly. Crank out windows that do not function as designed, i.e. stripped out cranks, missing handles, etc. will cause a fail rating. These types of windows must be repaired so that the windows will open to provide ventilation and close to provide security and protection from the outside elements. Each bedroom must have at least one window (minimum size 38" x 30") which must be of a type that permits emergency egress. ARHA's inspector will determine if windows should be replaced with a more adequate type window.

## **12.6 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

- A. Correcting Initial HQS Fail Items

ARHA 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 15 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify ARHA to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 calendar 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.

If ARHA's inspector feels that repairs to the family's chosen property will be of such an extensive nature that they will not be able to be completed prior to expiration of the family's voucher, the inspector will fail the unit and require the family to find more suitable housing.

- 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 in Section 12.7), 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 calendar days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, ARHA will abate payment and terminate the contract in accordance with Sections 12.8 and 17.0.

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

C. Time Frames for Corrections

1. Emergency repair items must be completed within 24 hours or abatement of rent will occur.
2. For non-emergency repairs, the owner will have up to 30 calendar days to complete. Failure to complete these repairs within 30 days will lead to abatement of rent.

D. Extensions

At the sole discretion of ARHA, extensions of up to 30 calendar 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 calendar days after the initial inspection date, ARHA 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.

## **12.7 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be corrected 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, propane, or LP gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that pose a safety hazard or 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 that would allow intrusion
- L. Missing or broken smoke detectors and smoke detectors without batteries
- M. The presence of a double-keyed deadbolt lock if only has one egress
- N. Non-working refrigerators (unable to maintain a safe temperature) or ranges (must have at least one working eye).
- O. Other conditions which pose an immediate threat to health or safety
- P. Missing or broken carbon monoxide detectors where required or carbon monoxide detectors without batteries

At the sole discretion of ARHA, extensions to the 24 hour requirement may be granted due to extenuating circumstances. Owner must provide documentation of work/efforts in progress to correct the deficiency.

## **12.8 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 abatement will begin as of the date ARHA's inspector determines that the repairs were not made as required. Landlords will be required to reimburse ARHA for days in abatement for which they were previously paid. Where appropriate, the abated amount will be deducted from the landlord's next HAP payment.

When a landlord notifies ARHA, either verbally or in writing, that he or she will not make the required repairs, the HAP contract will be terminated immediately. Additionally, the landlord may be required to reimburse ARHA for the remainder of the month's housing assistance payment.

If the corrections of deficiencies are not made the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, ARHA will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For participant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The participant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, ARHA will send a notice of termination to both the participant and the owner. The participant will be given the opportunity to request an informal hearing.

Owners will not be penalized for emergency repairs which were caused by weather, natural disaster or utility providers.

HAP contracts will be terminated after giving the owner thirty (30) calendar days' notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

## **13.0 RECERTIFICATION**

### **13.0.1 CHANGES IN LEASE OR RENT**

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give ARHA a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify ARHA of any changes in the amount of the rent at least sixty (60) calendar days before the changes go into effect. Owner requests for rent increases of 5% annually will be approvable provided they pass ARHA's rent reasonableness screening. Requests for increases of more than 5% will be subject to ARHA's rent reasonableness screening and will require documentation of improvements made to the unit or proof of increases in ownership expenses.

Assistance shall not be continued unless ARHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms reducing the length of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of ARHA is not required for changes other than those specified in A, B, or C above.

However, owners wishing to change ownership must receive the written permission of ARHA prior to assigning a HAP contract. The owner shall inform ARHA of the impending change and give the Authority ten (10) calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner. Approval shall not be unreasonably withheld.

### **13.1 ANNUAL REEXAMINATION**

At least annually (within 365 calendar days of the anniversary date of the HAP contract) ARHA 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.

ARHA 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. The 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, deductions (eligible 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, ARHA will determine the family's annual income and will calculate their family share.

Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement under a state sex offender registration program. A false answer to this question shall be grounds for termination of assistance.

If an applicant or program participant is about to be denied or have assistance terminated based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the application is denied or the cutoff of assistance occurs.

#### 13.1.1 Effective Date of Rent Changes for Annual Reexaminations

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

#### 13.1.2 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 ARHA taking action to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

### 13.2 *INTERIM REEXAMINATIONS*

Families are required to report all changes in family composition or family income to ARHA within ten (10) calendar days of the change. During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

ARHA will conduct interim reexaminations of family income and composition when new income occurs or when current income increases by a minimum of \$100 per month. The following changes will also trigger an interim reexamination:

- A. A reduction in the family's income.



- B. A member has been added to the family through birth or adoption, court-awarded custody or other circumstances.
- C. A household member is leaving or has left the family unit.
- D. Family break-up

In circumstances of a family break-up, ARHA will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

1. To whom the housing choice voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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, ARHA 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, ARHA will make determinations on a case by case basis.

ARHA will issue a determination within ten (10) calendar 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 15.2.

In order to add a household member other than through birth, adoption, or court-awarded custody (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number 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. ARHA 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, ARHA 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 13.2.2.

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, ARHA will take timely action to process the interim reexamination and recalculate the family share.

In the event of the death of the head of household when there is no remaining spouse, co-head or other responsible adult in the household, and there are minor children in the home, ARHA will allow an individual to serve as a temporary guardian until a permanent guardian can be established through the judicial system.

Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.

#### **13.2.1 Special Reexaminations**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, ARHA may schedule special reexaminations every ninety (90) calendar days until the income stabilizes and an annual income can be determined.

### **13.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations**

Rent increases will be effective the first of the second month after the month in which the family is issued a 30 day notice of the new rent amount. If the family causes the delay, 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 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.

### **13.3 ARHA MISTAKES IN CALCULATING RENT**

If ARHA makes a mistake in calculating a family's rent contribution and overcharges the family, the family shall receive a refund for the amount of the mistake going back a maximum of six (6) months. The refund shall be given to the family as soon as practical or credited to the family's account, whichever the family desires unless the family owes ARHA money in which case the debt shall be offset to the degree possible before the family chooses between the two refund methods.

## **14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY ARHA**

ARHA may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program;
  - 1. Participating families will be allowed overnight visitors in their assisted unit for no more than 14 days per calendar year. ARHA often receives reports of individuals residing in assisted units that have been present for longer than the 14 day limit and who have not been approved as program participants. Upon receipt of such report, ARHA will notify the family in writing of such report and give the family the opportunity to agree with or refute the report. This notice

will be considered the family's first warning of a program violation. ARHA staff will continue to monitor the situation and if evidence is received that leads ARHA to believe that unapproved individuals are residing in the unit, the family's assistance may be terminated. Additionally, ARHA may require the family to provide documents such as a lease, utility bill, etc., showing the suspect individuals as being housed at an address other than the assisted unit.

- B. If the family was evicted from housing assisted under the Section 8 Housing Choice Voucher Program for serious violations of the lease;
- C. If a family member fails to sign and submit consent forms;
- D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If ARHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 36 months from the date of termination;
- E. Have a household member who is currently engaging in illegal use of a drug;
- F. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- H. Have a household member who is subject to a lifetime registration requirement under a state sex offender registration program;
- I. If any member of the family commits drug-related or violent criminal activity in violation of Section 2.3 of this Administrative Plan and 24 CFR 982.551;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a family member who violates any family obligations under the program;
- M. Have a family member who has been evicted from federally assisted housing in the last three years;
- N. Have a family member that ARHA has ever terminated assistance for under the program;
- O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- P. Currently owes rent or other amounts to ARHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
- Q. Have not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent owed by the family under the lease;
- R. Have breached an agreement with ARHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA;
- S. Have engaged in or threatened abusive or violent behavior, whether verbal or physical, towards any ARHA staff member, ARHA contractor or resident;
- T. Abandoned the unit without proper notice to the owner or ARHA. In the instance of a medical condition that causes the sole member of a single member household to be absent from the unit due to hospitalization, nursing home admittance, hospice care, etc., the family may be allowed a maximum vacancy period of 180 days. Such allowance will be at ARHA's sole discretion.

In such instances, ARHA will attempt to obtain from the family or the health care provider/facility documentation of the family's admittance or vacancy from the unit in an effort to determine the length of the vacancy. Under extenuating circumstances and at ARHA's sole discretion, a family who has had their assistance terminated due to a vacancy period of more than 180 days for

medical reasons may be issued a voucher to allow additional recovery time and time to be re-housed. The maximum term of the voucher will be 120 days.

For vacancies other than for medical conditions, such as incarceration for offenses that would not be a program violation, the maximum allowable vacancy period will be 60 days.

For purposes of this section, ARHA may terminate assistance for criminal activity by a household member as authorized in this section if ARHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

If ARHA proposes to terminate assistance for criminal activity as shown by a criminal record, ARHA will notify the household of the proposed action to be taken and will provide the person (i.e., the family member) named in the criminal record a copy of the criminal record and an opportunity dispute the accuracy and relevance of that record, in accordance with the procedures established for in the Informal Review for Participants. The household will have 10 calendar days to dispute the accuracy and relevance of the record in writing.

In circumstances of a family break-up, ARHA will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

- A. To whom the housing choice voucher was issued.
- B. The interest of minor children or of ill, elderly, or disabled family members.
- C. Whether the assistance should remain with the family members remaining in the unit.
- D. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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, ARHA will be bound by the court's determination of which family members continue to receive assistance in the program.

## **15.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### **15.1 COMPLAINTS**

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

### **15.2 INFORMAL REVIEW FOR THE APPLICANT**

#### **A. Informal Review for the Applicant**

ARHA will give an applicant for participation in the Section 8 Housing Choice Voucher Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for ARHA decision. The notice will state that the applicant may request an informal review within 10 calendar days of the denial and will describe how to obtain the informal review.

#### **B. When an Informal Review is not required**

ARHA 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 ARHA subsidy standards.
2. An ARHA determination not to approve an extension or suspension of a housing choice voucher term.
3. An ARHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. An ARHA determination that a unit selected by the applicant is not in compliance with HQS.
5. An ARHA 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 ARHA.
8. When the family's assistance is terminated for failure to abide by the terms of a repayment agreement.

C. Informal Review Process

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

1. The review will be conducted by any person or persons designated by ARHA 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 ARHA's decision.
3. ARHA will notify the applicant of ARHA's decision after the informal review within 10 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to deny assistance to an applicant because of action or inaction by members of the family, ARHA 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 of assistance on other family members who were not involved in the action or failure.

ARHA may impose, as a condition of 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. ARHA may permit the other members of a participant family to receive assistance.

If ARHA seeks to deny assistance because of violent criminal activity, 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 three years before the date that ARHA provides notice to the family of ARHA's



determination to deny assistance. In determining whether to deny assistance for these reasons ARHA 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.
4. Has participated in an anger management or abuse alternative program; the circumstances surrounding and the severity of the violent criminal activity and the length of time since the crime was committed.

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

The applicant family may request that ARHA 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 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar 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 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision to request the review.

### **15.3 INFORMAL HEARINGS FOR PARTICIPANTS**

A. When a Hearing is required

1. ARHA will give a participant family an opportunity for an informal hearing to consider whether the following ARHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and ARHA 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 ARHA's utility allowance schedule.
  - c. A determination of the family unit size under ARHA's 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 ARHA's policy and HUD rules.
  - f. Denial of a hardship exemption to the minimum rent requirement.
2. In cases described in paragraphs 16.3(A) (1) (d), (e), and (f) of this Section, ARHA will give the opportunity for an informal hearing before ARHA terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

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

1. Discretionary administrative determinations by ARHA.
2. General policy issues or class grievances.
3. Establishment of ARHA's schedule of utility allowances for families in the program.
4. ARHA's determination not to approve an extension or suspension of a housing choice voucher term.
5. ARHA's determination not to approve a unit or lease.

6. ARHA's determination that an assisted unit is not in compliance with HQS. (However, ARHA 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. ARHA's determination that the unit is not in accordance with HQS because of the family size.
8. A determination by ARHA to exercise or not exercise any right or remedy against the owner under a HAP contract.
9. For termination of assistance resulting from failure to abide by the terms of a repayment agreement entered into to recover moneys owed to ARHA.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c) of this Section, ARHA will notify the family that the family may ask for an explanation of the basis of ARHA'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, ARHA will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State 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

ARHA and participants will adhere to the following procedures:

1. Discovery

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

## 4. Evidence

ARHA 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

ARHA is not bound by a hearing decision:

- a. Concerning a matter for which ARHA 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 ARHA hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If ARHA determines that it is not bound by a hearing decision, ARHA 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, ARHA 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.

ARHA 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. ARHA may permit the other members of a participant family to continue receiving assistance.

If ARHA seeks to terminate assistance because of violent criminal activity, 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 three years before the date that ARHA provides notice to the family of ARHA's determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons ARHA 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.
  4. Has participated in an anger management or abuse alternative program; the circumstances surrounding and the severity of the violent criminal activity and the length of time since the crime was committed.
- F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that ARHA 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 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar 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 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## **16.0 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 participant, 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 ARHA. 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 ARHA after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 calendar days).

2. By the owner

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in a criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

If the law and regulation permit the owner to take an action but do not require action to be taken, the owner may take or not take the action in accordance with the owner's standards for eviction. The owner may consider all of the circumstances relevant to a particular eviction case, such as:

- a. The seriousness of the offending action;
- b. The effect on the community of denial or termination or the failure of the owner to take such action;
- c. The extent of participation by the leaseholder in the offending action;
- d. The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;
- e. The demand for assisted housing by families who will adhere to lease responsibilities;
- f. The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- g. The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member

has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the owner may require the participant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of assistance actions must be consistent with the fair housing and equal opportunity provision of 24 CFR 5.105.

- a. 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 imposes obligations on the participant 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 (including property management staff) residing on the premises or in the immediate vicinity of the premises;
  - iv. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control, is grounds for the owner to terminate tenancy;
  - v. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health,



safety, or right to peaceful enjoyment of the premises by other residents.

- vi. If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.
- vii. If the tenant is violating a condition of probation or parole imposed under Federal or State law.
- viii. 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.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

- 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 participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give ARHA a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.
- 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. 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 ARHA terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 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 the lease and State and local law.

3. Termination of the HAP contract by ARHA

ARHA may terminate the HAP contract because:

- a. ARHA 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 ARHA determines that the family members who move from the unit will continue to receive the assistance.
- d. ARHA 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 Act.
  - 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-related criminal activity or any violent criminal activity.

#### 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, ARHA will continue to make payments until the owner obtains a judgment or the family moves out.

## **16.1 VAWA PROTECTIONS**

Under the Violence Against Women Act (VAWA), Housing Choice Voucher participants have the following specific protections, which will be observed by ARHA:

- A. An incident or incidents of actual or threatened sexual assault, 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, or by an affiliated individual and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence by either ARHA or the owner or property manager.
- B. ARHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of sexual assault, domestic violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of sexual assault, domestic violence or stalking to family members or others without evicting other victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, both ARHA and the owner or property manager are granted the authority to bifurcate the lease.
- C. ARHA and owner or property manager may honor court orders regarding the rights of access or control of the property.
- D. There is no limitation on the ability of ARHA to terminate assistance for other good cause unrelated to the incident or incidents of sexual assault, domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims. Likewise, an owner or property manager can evict for good cause unrelated to the incident or incidents of sexual assault, domestic violence, dating violence or stalking.

- E. There is no prohibition on the owner evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant’s (victim’s) tenancy is not terminated.”
- F. Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

## **16.2 VERIFICATION OF SEXUAL ASSAULT, DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

ARHA shall require and the owner or property manager may require verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed to be taken by ARHA.

- A. Requirement for Verification.** The law allows, but does not require, ARHA or a Section 8 owner or property manager to verify that an incident or incidents of actual or threatened sexual assault, domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. ARHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by ARHA. Section 8 owners or managers receiving rental assistance administered by ARHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened sexual assault, domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. **HUD-approved form (HUD-50066)** - By providing to ARHA or to the requesting Section 8 owner or property manager a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of sexual assault, domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must

include the name of the perpetrator only if the name is known to the victim and safe to provide.

2. **Other documentation** - by providing to ARHA or to the requesting Section 8 owner or property manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the sexual assault, domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of sexual assault, domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury. ARHA will also accept the record of an administrative agency or documentation from a mental health professional of the alleged abuse.
  3. **Police or court record** – by providing to ARHA or to the requesting Section 8 owner or property manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
- B. Time allowed to provide verification / failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened sexual assault, domestic violence, dating violence or stalking, and who is requested by ARHA, or a Section 8 owner or property manager to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time may result in loss of protection under VAWA and this policy against a proposed adverse action.

### 16.3 CONFIDENTIALITY

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

- A. Requested or consented to by the individual in writing;

- B. Required for use in an eviction proceeding; or
- C. Otherwise required by applicable law.

ARHA shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

## **17.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for ARHA to spend money from its Section 8 Administrative Fee Reserve to meet unexpected or extraordinary expenditures or for its other housing related purposes consistent with federal and state law.

ARHA Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to \$2,000 for authorized expenditures.

Any item(s) exceeding \$2,000 will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **18.0 QUALITY CONTROL OF SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 Housing Choice Voucher Program, ARHA will regularly (at least 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 (SEMAP).

Among the areas that shall have quality control reviews are the following:

- A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.

- B. The determination of rent reasonableness.
- C. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
- D. HQS inspections were properly made.
- E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

## **19.0 HCV HOMEOWNERSHIP PROGRAM**

ARHA Does not have a Home Ownership program at this time.

## **20.0 Code of Conduct for employees & commissioners**

### **PURPOSE**

The maintenance of high standards of honesty, integrity, impartiality, and conduct by ARHA employees is essential to assure the proper performance of ARHA business and the maintenance of confidence by the public in ARHA. These standards state the ethical and other conduct standards and responsibilities. The Code of Conduct for ARHA shall be the General Standards of Conduct set forth below.

### **GENERAL STANDARDS OF CONDUCT**

Employee must avoid any action that might result in or create the appearance of using public office for private gain. Employees must be particularly careful that their personal interests and activities do not negatively impact or conflict with their ARHA duties. Employees who violate the standards of conduct may be subject to disciplinary action.



**1. Acceptance of Gifts, Entertainment, and Favor** - Generally, officers, commissioners, employees, and agents may not solicit or accept anything of monetary value in excess of a minimal value (which shall not exceed \$20) for their personal benefit, including gifts, gratuities, favors, entertainment, food, refreshments, or loans from any person who has a contract or is seeking to do business with ARHA, conducts operations or activities that are regulated by ARHA, or has interests that may be substantially affected by either the performance or non-performance of his or her official duties. ARHA does provide for the following exceptions:

- a. Gifts, gratuities, favors, entertainment, loans or similar favors of monetary value that stem from a family or personal relationship when it is clear that it's the relationship, rather than the business of the person concerned, that motivates the gift; and
- b. Loans from banks or other financial institutions on customary terms.

**2. Use of ARHA Property for Personal Reasons** - ARHA employees have a clear responsibility to protect and conserve ARHA property and to obey all rules and regulations governing its use. Employees cannot directly or indirectly use or allow another individual to use ARHA property for other than officially approved activities. This includes property leased to ARHA. Specifically, employees cannot:

- a) Use ARHA owned, leased, or rented vehicles for unauthorized purposes;
- b. Use ARHA telephones to make personal long distance telephone calls charged to a ARHA account;
- c. Use computers, typewriters, word processors, copiers, and other office equipment for personal matters except for minor incidental use that would not interfere with use for ARHA's purposes;
- d. Use hand tools, shop equipment and heavy equipment either owned or leased for personal matters.
- e. Use ARHA issued cell phones for excessive personal business including but not limited to use that causes the allowed plan minutes to be exceeded.

**3) Use of ARHA Corporate Credit Card** – Employees who have been issued corporate credit cards are to use them for business purposes only, in conjunction with the employee's job

duties. Employees with such credit cards shall not use them for non-business, non-essential purpose or cash advance.

Receipts should be attached to each credit card statement as support documentation. Credit card statements should be reconciled monthly and paid timely based upon payment cycles. Card purchases without receipts are ultimately the responsibility of the employee. A failure to provide a receipt or credible explanation for unsupported expenditures could result in a debit from the employees pay. In addition to any financial responsibility and liability for wage deductions, any purchases an employee makes with an ARHA card in violation of the policy may result in disciplinary action, up to and possibly including termination of employment.

## **21.0 ANTI-FRAUD & REPAYMENT AGREEMENT POLICY**

PHA's are required to include in their administrative plan, policies concerning repayment by a family or owner of amounts owed to the PHA (24 CFR 982.54). This section describes the PHA's policies for recovery of monies that have been overpaid on behalf of families, or to owners. Additionally, (24 CFR 792.103) specifically outlines repayment agreement requirements for PHA's.

### **Family Debts to the PHA**

It is the policy of ARHA not to provide Section 8 HCV Program assistance to an individual who owes monies to ARHA, until (for applicants) either the balance is paid in full or (for a participating family) a Repayment Agreement has been executed. Repayment Agreements for the Section 8 HCV Program will be established using the following guidelines:

<b>Total Amount Due</b>	<b>Maximum Term of Payments</b>
\$0 - \$500	6 months
\$501 - \$1000	12 months
\$1001 to \$2400	24 months

An initial down payment of 5% of the full amount due will be required upon execution of the Repayment Agreement. The balance will be payable in monthly installments that

will adhere to the term of payments outlined above. Amounts owed to ARHA in excess of \$2400 will not be eligible for a Repayment Agreement and may result in immediate termination from the HCV Program. For fraud amounts exceeding \$5,000 the family will not be eligible for readmission to the HCV Program or Public Housing Program. These terms apply to all family members 18 years of age or older at the time the fraud occurred.

Repayment Agreements will specify the area of non-compliance and will inform the family that the terms of the agreement may be renegotiated if there is a decrease or increase in the family's income. The Repayment Agreement will also specify that the monthly payments are in addition to the family's regular rent contribution.

Once a Repayment Agreement has been executed, the HCV participant will remain in good standing with ARHA as long as all payments are received in accordance with the agreement. The Repayment Agreement will be considered in default when a scheduled payment is not received by ARHA's designated bank by the due date. At that time the participant and their owner/landlord will be notified by letter that the repayment agreement is in default and that the remaining balance owed to ARHA is due and payable. If the full balance is not paid by the date stated in the default letter, ARHA will terminate the family's assistance at the end of the following month. The amount owed may then be turned over to a collection agency and reported to the Credit Bureau. Other modes of collection may be pursued. The individuals named in the Repayment Agreement and/or all family members 18 years of age or older when the fraud was committed, will not be eligible for readmission to the HCV Program or the Public Housing Program until the entire balance is paid in full.

Participants will only be allowed to enter into one Repayment Agreement as a result of fraud committed in connection with the HCV Program. A second incident of failing to report changes in family income or family composition that results in an overpayment of benefits on the family's behalf will be cause for termination from the HCV program.

Additionally, debts owed to ARHA at the conclusion of the family's participation in the HCV Program will be reported to the Department of Housing and Urban Development. The information will be maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies and their management agents to verify employment and income information of program participants.

HCV Participants who have their participation terminated due to failure to adhere to a repayment agreement will not be eligible for an informal hearing.

### **Owner Debts to the PHA**

Any amount due to ARHA by an owner/landlord must be repaid by the owner/landlord within 30 days of the determination of the debt. If the owner/landlord fails to repay the debt within the required time frame and is entitled to future HAP payments, ARHA will reduce the future HAP payments by the amount owed until the debt is paid in full. If the owner/landlord is not entitled to future HAP payments ARHA will offer to enter into a Repayment Agreement in accordance with the above guidelines. If the owner/landlord refuses to repay the debt, enter into a Repayment Agreement, or breaches a Repayment Agreement, ARHA will ban the owner/landlord from future participation in the HCV Program and pursue other modes of collection.

## **22.0 COST SAVING POSSIBILITIES**

Unfortunately, in recent years the management of the Housing Choice Voucher Program has become more difficult for ARHA and all other housing authorities managing the program. As Congress and HUD change the way they fund the program, more and more challenges face ARHA.

There are no simple solutions to the challenges ARHA faces and the actions we must take will vary depending on circumstances that are often beyond our control. Therefore, ARHA hereby establishes in its Administrative Plan the following options that will be considered by the Board of Commissioners depending on the particular circumstances of the time. They are not listed in any particular order.

None of these options will be implemented without Board of Commissioner approval and the opportunity for affected participants to address the Board of Commissioners. Any actions taken under this section of the Administrative Plan will sunset if and when the procuring reason for the action is no longer in effect. Rescissions will also require Board of Commissioner approval.

There shall be one basic principle that will guide ARHA in implementing any or all of these options – what must ARHA do to assist the maximum number of eligible persons in a quality Housing Choice Voucher Program while maintaining the fiscal integrity of the program. ARHA shall endeavor to protect elderly and disabled families from significant impact (defined as loss of one's Housing Choice Voucher) but recognizes that what is feasible is dependent upon the amount of funding available to the program.

The options are as follows:

- A. The Housing Choice Voucher Payment Standards may be reviewed in light of the funding situation. If payment standards are reduced, the lower payment standard shall go into effect immediately for new admissions, participants moving from one unit to another, and people remaining in place who require a new HAP contract because they are signing a new lease. In extraordinary circumstances, ARHA may be forced to ask HUD for a waiver so that even those participants remaining in place without a new lease shall have their payment standard decreased immediately instead of at the normal second regular reexamination.
- B. Housing Choice Voucher Payment Standards must be established according to HUD regulation so that no more than 40% of the participants are paying more than 30% of their monthly adjusted income for rent. If circumstances dictate, ARHA may be forced to request a waiver of this prohibition in order to sufficiently lower its payment standard.
- C. The utility allowance schedule may be reviewed to determine if the utility allowances are too high. If they are too high, the participants are being subsidized in an excess manner. The new utility allowance schedule may be placed into effect after a thirty day notice or at a participant's next reexamination depending on the financial circumstances in which ARHA finds itself.
- D. As stated in Section 11.6, utility allowances will be reviewed annually and will be adjusted if there is a utility rate increase of 10% or more. If circumstances warrant, ARHA reserves the right to seek a HUD waiver of this regulatory requirement.
- E. In order to ensure that rent reasonableness requirements are being complied with, ARHA may engage in special rent reasonableness reexaminations. This may

be performed on all of the units in the program, or a random sampling of the units in the program. If a unit fails the rent reasonableness test, the owner must reduce the rent to the reasonable amount after receiving appropriate notice or the HAP contract must be terminated. If the HAP contract is terminated for this reason, the family will be issued a new voucher to find a new unit.

- F. Housing Choice Vouchers issued to families on the waiting list that have not resulted in HAP contracts may be cancelled.
- G. ARHA may be forced to not reissue vouchers surrendered by current participants. Instead, the vouchers may be held in the Authority's inventory in order to avoid dire financial consequences. The amount of time they will be held shall be determined based upon the financial situation of ARHA.
- H. The subsidy standards set forth in Section 6.0 may be reexamined. The size of the unit the Housing Choice Voucher is issued for may need to be reduced.
- I. A program-wide study may be conducted to ensure that families are utilizing the appropriately sized Housing Choice Voucher for their current family composition.
- J. If the minimum rent is increased under Section 11.5 (B), the increase can be implemented the first of the month following the month in which families are notified of the increase, provided there has been at least a 30-day notice, rather than at the next reexamination.
- K. The requirement of when families have to report changes of their income as set forth in Section 13.2 may be modified due to the financial pressure facing ARHA. Also, the new rent payment may become effective at the start of the next month, provided there has been a 30-day notice.
- L. Owners participating in the Housing Choice Voucher Program may be asked to voluntarily reduce the rents they are charging participants in order to assist in the financial solvency of the program.
- M. The final step ARHA will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance. If this becomes necessary, those families who are not considered elderly/handicapped/disabled and who have been assisted for the longest period of time will be the first families to have their vouchers terminated.
- N. Terminated families shall be reinstated onto the program as soon as fiscally and practically feasible. The last family terminated shall be the first family reinstated to the program.

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving PHA stops billing the initial PHA 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 a participant's rent is based.

**Administrative fee:** Fee paid by HUD to the PHA for the administration of the program.

**Administrative Plan:** The plan that describes PHA 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. An emancipated minor is also considered an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Affiliated Individual:** With respect to an individual – (a) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis; or (b) any individual, tenant or lawful occupant living in the household of the individual.

**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 and disabled families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the PHA.

**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 PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA 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 PHA.



**Bifurcate:** with respect to a public housing or Section 8 lease, it means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

**Business Days:** Days the PHA is open for business.

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

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

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

**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 participants to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA 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 Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

**Cooperative:** Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

**Cooperative member:** A family of which one or more members owns membership shares in a cooperative.

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

**Dating Violence:** 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; and (iii) the frequency of interaction between the persons involved in the relationship.

**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.

**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 share a child in common, by a person who is cohabitated 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 persons acts under the domestic or family violence laws of the jurisdiction.

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

**Drug:** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-related criminal activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

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

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

**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 HUD with adjustments for smaller and larger

families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**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. FMRs 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 resident 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 resident 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 form.

**Family Rent to Owner:** In the housing choice voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a PHA 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 PHA under the PHA's subsidy standards.

**First-time homeowner:** In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term "first-time homeowner" includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

**50058 Form:** The HUD form that housing authorities 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 PHA, 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 Housing Choice Voucher Program, the PHA may adopt a payment standard up to the FMR/exception rent limit.

**Full-time employment:** Employment that averages at least 40 hours per week. This can include self-employment as long as the employee earns at least the average of the federal minimum wage over an hour period.

**Full-time student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**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).

**Guest:** Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

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

**Home:** In the homeownership option: A dwelling unit for which ARHA pays homeownership assistance.

**Homeless:** An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

Or

Any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- b. Has no other residence; and lacks the resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing.

**Homeowner:** In the homeownership option, a family of which one or more members owns title

to the home.

**Homeownership assistance:** In the homeownership option, monthly homeownership assistance payments by the PHA. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

**Homeownership expenses:** In the homeownership option, a family's allowable monthly expenses for the home, as determined by the PHA in accordance with HUD requirements.

**Homeownership option:** Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

**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 PHA, 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 Housing Choice Voucher Program.

**Housing voucher:** A document issued by a PHA to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

**Housing choice voucher holder:** A family that has an unexpired housing choice voucher.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed 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.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic



self-sufficiency requirements that is nonetheless included in the family's annual income for purposes of determining rent.

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

**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.

**Interest in the home:** In the homeownership option:

- a. In the case of assistance for a homeowner, "interest in the home" includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.
- b. In the case of assistance for a cooperative member, "interest in the home" includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual re-certifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the PHA has authority under State and local law to administer the program.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Lease:** A written agreement between an owner and participant for the leasing of a dwelling unit to the resident. 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 PHA.

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

A live-in aide is not a party to the lease.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**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.

**Manufacture 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.

**Membership shares:** In the homeownership option, shares in a cooperative. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

**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 disposal 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 resident 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 therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- d. For purposes of determining annual income under Section 8 Homeownership, the term "net family assets" does not include the value of a home currently being purchased with assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

**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 PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Other person under the tenant's control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

**Participant (participant family):** A family that has been admitted to the PHA'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 PHA for the family (first day of initial lease).

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

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, 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 the ability to live independently could be improved by more suitable housing conditions; or
- D. Has a developmental disability as defined in 42 U.S.C. 6001

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.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

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

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Present ownership interest:** In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

**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 Housing Choice Voucher assistance whose HAP contracts are about to expire.

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

**Processing Entity:** The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

**Project-Based Assistance Program:** A Section 8 Housing Choice Voucher Program administered by a PHA pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

**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:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

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

**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 PHA:** In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a housing choice 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.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 Housing Choice Voucher Programs, responsible entity means the Section 8 project owner.

**Risk assessment:** In the context of lead-based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

- A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;

- B. Visual inspection;
- C. Limited wipe sampling or other environmental sampling techniques;
- D. Other activity as may be appropriate; and
- E. Provision of a report explaining the results of the investigation.

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

**Sexual Assault:** Any nonconsensual sexual act proscribed by federal, tribal or state law, including when the victim lacks capacity to consent.”

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

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

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

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

**Special admission:** Admission of an applicant that is not on the PHA waiting list, or admission 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).

**Specified welfare benefit reduction:**



- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

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

**State Wage Information Collection Agency (SWICA):** The State agency 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 PHA and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Statement of homeowner obligations:** In the homeownership option, the family's agreement to comply with program obligations.

**Subsidy standards:** Standards established by a PHA 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 housing choice voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. Also referred to as tolling.

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds 30 calendar days, the PHA must agree to the absence.

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

**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:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;
  - c. Minimum rent; or
  - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) 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 PHA 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 portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. 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 PHA 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.

**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 agency 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:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families,

except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Victims of Domestic Violence:** Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. The PHA will require evidence that the family has been displaced as result of fleeing violence in the home. Individuals and families are also eligible for this preference if there is proof that the individual or family is currently living in a situation where they are being subjected to or victimized by violence in the home. Evidence or proof may include a Protection from Abuse Order, police report, or written verification that the individual or family is living in an emergency shelter because the individual or family has been subjected to or victimized by violence by a member of the family or household. The following criteria are used to establish an individual's or a family's eligibility for this preference:

- A. Verified actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family or where the family has fled its housing to escape from an abuser.
- B. The actual or threatened violence must have occurred within the past 30 calendar days or be of a continuing nature.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced as a result of domestic violence.

The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval.

The PHA will approve the return of the abuser to the household under the following conditions:

- A. The PHA verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of the recurrence of violent behavior.
- B. A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of the PHA, the PHA will deny or terminate assistance for breach of the certification.

If the family requests it, the PHA will try to ensure that the new location of the family is concealed.

**Violent criminal activity:** Means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Voucher (rental voucher):** A document issued by a PHA to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a housing choice voucher with unexpired search time.

**Waiting list admission:** An admission from the PHA 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, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Non-recurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.