

**ADMINISTRATIVE PLAN**  
**FOR THE**  
**SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**  
**Of The**  
**CITY OF VINELAND HOUSING AUTHORITY**

Revised: June 14, 2007  
Approved by the HA Board of Commissioners: June , 2007  
Submitted to HUD: June , 2007

**Chapter 1**  
**STATEMENT OF POLICIES AND OBJECTIVES**

A.	MISSION STATEMENT .....	1-1
B.	LOCAL GOALS .....	1-2
C.	PURPOSE OF THE PLAN.....	1-7
D.	ADMINISTRATIVE FEE RESERVE.....	1-8
E.	RULES AND REGULATIONS .....	1-8
F.	TERMINOLOGY .....	1-8
G.	FAIR HOUSING POLICY .....	1-9
H.	REASONABLE ACCOMMODATIONS POLICY .....	1-10
I.	TRANSLATION OF DOCUMENTS.....	1-13
J.	MANAGEMENT ASSESSMENT OBJECTIVES.....	1-14
K.	RECORDS FOR MONITORING PHA PERFORMANCE .....	1-16
L.	PRIVACY RIGHTS .....	1-17
M.	FAMILY OUTREACH.....	1-18
N.	OWNER OUTREACH.....	1-18

**Chapter 2**  
**ELIGIBILITY FOR ADMISSION**

A.	ELIGIBILITY FACTORS.....	2-1
B.	FAMILY COMPOSITION .....	2-3
C.	INCOME LIMITATIONS .....	2-7
D.	MANDATORY SOCIAL SECURITY NUMBERS .....	2-9
E.	CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS .....	2-9
F.	OTHER CRITERIA FOR ADMISSIONS.....	2-10
G.	TENANT SCREENING .....	2-11
H.	CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT .....	2-11
I.	INELIGIBLE FAMILIES.....	2-11
J.	PROHIBITED ADMISSIONS CRITERIA .....	2-12

**Chapter 3  
APPLYING FOR ADMISSION**

A.	OVERVIEW OF APPLICATION TAKING PROCESS.....	3-1
B.	OPENING/CLOSING OF APPLICATION TAKING.....	3-2
C.	"INITIAL" APPLICATION PROCEDURES.....	3-4
D.	APPLICANT STATUS WHILE ON WAITING LIST.....	3-5
E.	TIME OF SELECTION.....	3-5
F.	COMPLETION OF A FULL APPLICATION.....	3-6
G.	VERIFICATION.....	3-8
H.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY.....	3-8

**Chapter 4  
ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST**

A.	WAITING LIST.....	4-2
B.	SPECIAL ADMISSIONS.....	4-3
C.	WAITING LIST PREFERENCES.....	4-4
D.	LOCAL PREFERENCES.....	4-4
E.	INCOME TARGETING.....	4-6
F.	INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION.....	4-6
G.	EXCEPTIONS FOR SPECIAL ADMISSIONS.....	4-7
H.	TARGETED FUNDING.....	4-8
I.	PREFERENCE & INCOME TARGETING ELIGIBILITY.....	4-8
J.	ORDER OF SELECTION.....	4-10
K.	FINAL VERIFICATION OF PREFERENCES.....	4-11
L.	PREFERENCE DENIAL.....	4-11
M.	REMOVAL FROM WAITING LIST AND PURGING.....	4-12

**Chapter 5  
SUBSIDY STANDARDS**

A.	DETERMINING FAMILY UNIT (VOUCHER) SIZE.....	5-1
B.	EXCEPTIONS TO SUBSIDY STANDARDS.....	5-3
C.	UNIT SIZE SELECTED.....	5-5

Revised by VHA, June 14, 2007  
10/1/01 AdminPlan

**Chapter 6**  
**FACTORS RELATED TO TOTAL TENANT PAYMENT & FAMILY SHARE DETERMINATION**

A.	INCOME AND ALLOWANCES.....	6-2
B.	DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES.....	6-3
C.	MINIMUM RENT .....	6-8
D.	DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT.....	6-12
E.	AVERAGING INCOME.....	6-18
F.	MINIMUM INCOME.....	6-18
G.	INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME.....	6-19
H.	REGULAR CONTRIBUTIONS AND GIFTS.....	6-19
I.	ALIMONY AND CHILD SUPPORT.....	6-20
J.	LUMP-SUM RECEIPTS.....	6-21
K.	CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS.....	6-23
L.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE .....	6-23
M.	CHILD CARE EXPENSES.....	6-24
N.	MEDICAL EXPENSES.....	6-25
O.	PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES .....	6-25
P.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS.....	6-26
Q.	UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS .....	6-28

**Chapter 7**  
**VERIFICATION PROCEDURES**

A.	METHODS OF VERIFICATION AND TIME ALLOWED.....	7-2
B.	RELEASE OF INFORMATION .....	7-5
C.	COMPUTER MATCHING .....	7-6
D.	ITEMS TO BE VERIFIED .....	7-9
E.	VERIFICATION OF INCOME.....	7-10
F.	INCOME FROM ASSETS.....	7-16
G.	VERIFICATION OF ASSETS .....	7-17
H.	VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME.....	7-18
I.	VERIFYING NON-FINANCIAL FACTORS.....	7-21
J.	VERIFICATION OF WAITING LIST PREFERENCES.....	7-30

**Chapter 8**  
**VOUCHER ISSUANCE AND BRIEFINGS**

A.	ISSUANCE OF VOUCHERS .....	8-1
B.	BRIEFING TYPES AND REQUIRED ATTENDANCE .....	8-2
C.	ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION.....	8-7
D.	ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION.....	8-7
E.	SECURITY DEPOSIT REQUIREMENTS .....	8-7
F.	TERM OF VOUCHER.....	8-8
G.	VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS.....	8-11
H.	REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER ...	8-12

**Chapter 9**  
**REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION**

A.	REQUEST FOR APPROVAL OF TENANCY.....	9-2
B.	ELIGIBLE TYPES OF HOUSING.....	9-3
C.	LEASE REVIEW.....	9-4
D.	SEPARATE AGREEMENTS .....	9-6
E.	INITIAL INSPECTIONS.....	9-7
F.	RENT LIMITATIONS.....	9-7
G.	DISAPPROVAL OF PROPOSED RENT .....	9-8
H.	INFORMATION TO OWNERS.....	9-8
I.	OWNER DISAPPROVAL .....	9-10
J.	CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE.....	9-10
K.	CONTRACT EXECUTION PROCESS.....	9-11
L.	CHANGE IN OWNERSHIP .....	9-11

Revised by VHA, June 14, 2007  
10/1/01 AdminPlan

**Chapter 10**  
**HOUSING QUALITY STANDARDS AND INSPECTIONS**

A.	GUIDELINES/TYPES OF INSPECTIONS .....	10-2
B.	INITIAL HQS INSPECTION .....	10-3
C.	ANNUAL HQS INSPECTIONS .....	10-5
D.	MOVE OUT/VACATE .....	10-7
E.	SPECIAL/COMPLAINT INSPECTIONS.....	10-7
F.	QUALITY CONTROL INSPECTIONS.....	10-7
G.	ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS .....	10-8
H.	EMERGENCY REPAIR ITEMS.....	10-12
I.	CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) .....	10-14
J.	DETERMINATION OF RESPONSIBILITY .....	10-16
K.	CONSEQUENCES IF FAMILY IS RESPONSIBLE.....	10-17

**Chapter 11**  
**OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**

A.	RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM .....	11-1
B.	MAKING PAYMENTS TO OWNERS .....	11-2
C.	RENT REASONABLENESS DETERMINATIONS.....	11-4
D.	PAYMENT STANDARDS FOR THE VOUCHER PROGRAM.....	11-7
E.	ADJUSTMENTS TO PAYMENT STANDARDS .....	11-8
F.	EXCEPTION PAYMENT STANDARDS .....	11-11
G.	OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM.....	11-11

**Chapter 12  
RECERTIFICATIONS**

A.	ANNUAL ACTIVITIES .....	12-1
B.	ANNUAL RECERTIFICATION/REEXAMINATION .....	12-2
C.	REPORTING INTERIM CHANGES .....	12-7
D.	OTHER INTERIM REPORTING ISSUES .....	12-9
E.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS .....	12-10
F.	NOTIFICATION OF RESULTS OF RECERTIFICATIONS .....	12-14
G.	TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS).....	12-15
H.	CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES .....	12-17
I.	CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES .....	12-17
J.	MISREPRESENTATION OF FAMILY CIRCUMSTANCES .....	12-17

**Chapter 13  
MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

A.	ALLOWABLE MOVES .....	13-1
B.	RESTRICTIONS ON MOVES.....	13-2
C.	PROCEDURE FOR MOVES .....	13-3
D.	PORTABILITY.....	13-3
E.	OUTGOING PORTABILITY.....	13-4
F.	INCOMING PORTABILITY .....	13-6

**Chapter 14  
CONTRACT TERMINATIONS**

A.	CONTRACT TERMINATION .....	14-1
B.	TERMINATION BY THE FAMILY: MOVES .....	14-1
C.	TERMINATION OF TENANCY BY THE OWNER: EVICTIONS.....	14-2
D.	TERMINATION OF THE CONTRACT BY PHA.....	14-5

Revised by VHA, June 14, 2007  
10/1/01 AdminPlan

**Chapter 15**  
**DENIAL OR TERMINATION OF ASSISTANCE**

A.	<b>  </b> GROUNDINGS FOR DENIAL/TERMINATION .....	15-1
B.	<b>  </b> SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER <b>  </b> CRIMINAL ACTIVITY .....	15-6
C.	<b>  </b> VIOLENCE AGAINST WOMEN ACT OF 2006 (VAWA)	
D.	<b>  </b> FAMILY OBLIGATIONS.....	15-27
E.	<b>  </b> PROCEDURES FOR NON-CITIZENS .....	15-33
F.	<b>  </b> ZERO (\$0)ASSISTANCE TENANCIES .....	15-34
G.	<b>  </b> OPTION NOT TO TERMINATE FOR MISREPRESENTATION.....	15-34
H.	<b>  </b> MISREPRESENTATION IN COLLUSION WITH OWNER.....	15-34
I.	<b>  </b> MISSED APPOINTMENTS AND DEADLINES.....	15-35

**Chapter 16**  
**OWNER DISAPPROVAL AND RESTRICTION**

A.	<b>  </b> DISAPPROVAL OF OWNER .....	16-1
B.	<b>  </b> OWNER RESTRICTIONS AND PENALTIES.....	16-3
C.	<b>  </b> CHANGE IN OWNERSHIP .....	16-3

~~**Chapter 17**  
**CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS**  
**(For HAP Contracts Effective Before October 2, 1995)**~~

~~Chapter no longer needed because all participants must have been switched to the Housing Choice Voucher Program as of October 1, 2001.~~

*Chapter 17*  
*Project -Based Vouchers* *17-1*  
*December 2012*



**Chapter 18**  
**OWNER OR FAMILY DEBTS TO THE PHA**

A.	PAYMENT AGREEMENT FOR FAMILIES.....	18-2
B.	DEBTS OWED FOR CLAIMS .....	18-4
C.	DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION.....	18-5
D.	DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP.....	18-7
E.	GUIDELINES FOR PAYMENT AGREEMENTS .....	18-8
F.	OWNER DEBTS TO THE PHA .....	18-9
G.	WRITING OFF DEBTS .....	18-9

**Chapter 19**  
**COMPLAINTS AND APPEALS**

A.	COMPLAINTS TO THE PHA.....	19-2
B.	PREFERENCE DENIALS .....	19-3
C.	INFORMAL REVIEW PROCEDURES FOR APPLICANTS .....	19-3
D.	INFORMAL HEARING PROCEDURES.....	19-5
E.	HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS".....	19-11
F.	MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES .....	19-13

**Chapter 20**  
**SPECIAL HOUSING TYPES**

A.	SINGLE ROOM OCCUPANCY.....	20-2
B.	CONGREGATE HOUSING.....	20-3
C.	GROUP HOMES.....	20-4
D.	SHARED HOUSING.....	20-6
E.	COOPERATIVE HOUSING .....	20-8
F.	MANUFACTURED HOMES .....	20-9
G.	HOMEOWNERSHIP .....	20-13

Revised by VHA, June 14, 2007  
10/1/01 AdminPlan

## GLOSSARY

A.	ACRONYMS USED IN SUBSIDIZED HOUSING .....	GL-1
B.	GLOSSARY OF TERMS IN SUBSIDIZED HOUSING.....	GL-3
C.	GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE .....	GL-18

## PROGRAM INTEGRITY ADDENDUM

A.	CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD .....	PI-2
B.	STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD .....	PI-3
C.	STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD .....	PI-4
D.	THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD .....	PI-5
E.	OVERPAYMENTS TO OWNERS.....	PI-5
F.	HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD .....	PI-6
G.	PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA .....	PI-7
H.	CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW.....	PI-7
I.	EVALUATION OF THE FINDINGS .....	PI-7
J.	ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED .....	PI-8

Reserved

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Revised by VHA, June 14, 2007  
10/1/01 AdminPlan

TOC-10

## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Section 8 tenant-based assistance programs are federally funded and administered for the City of Vineland by the **Vineland Housing Authority** through its Section 8 housing office.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (PHA) staff shall be in compliance with the PHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

#### Jurisdiction

The jurisdiction of the PHA is **the City of Vineland**.

#### A. HOUSING AUTHORITY MISSION STATEMENT FOR HISTORICAL INFORMATION ON THE AGENCY

The mission of the Vineland Housing Authority is to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. The Housing Authority shall service the housing and social needs of very low income, lower income, elderly, handicapped, and family households living and working in its jurisdiction.

Rental assistance opportunities shall be provided to qualified applicants and families. Rental assistance shall be provided to those otherwise qualified and selected families on public housing owned, tenant-lease-purchase housing, or leased housing that shall be decent, safe, and sanitary.

The Housing Authority shall promote independent living among the elderly and the disabled using federal, state, local, and resident contributions.

The Vineland Housing Authority will promote the financial independence and general well being of all its residents through programs offering educational activities, referral services, family self-sufficiency, drug abuse elimination, and housing counseling.

The Housing Authority will be the leader in making excellent affordable housing available for moderate-income persons through the expansion of its homeownership activities.

The Vineland Housing Authority will administrate its business affairs in a professional and fiscally prudent manner consistent with the highest ethical standards.

**B. LOCAL GOALS [24 CFR 982.1]**

**Part I**

**HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

**PHA Goal: Expand the supply of assisted housing**

**Objectives:**

Apply for additional rental vouchers:

Reduce public housing vacancies:

Leverage private or other public funds to create additional housing opportunities:

Acquire or build units or developments

**PHA Goal: Improve the quality of assisted housing**

**Objectives:**

Improve public housing management

Improve voucher management

Increase customer satisfaction

Concentrate on efforts to improve specific management functions (e.g., public housing finance; voucher unit inspections)

Renovate or modernize public housing units:

**PHA Goal: Increase assisted housing choices**

**Objectives:**

Provide voucher mobility counseling

Conduct outreach efforts to potential voucher landlords

Increase voucher payment standards

Implement voucher homeownership program

Implement public housing or other homeownership programs

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

**HUD Strategic Goal: Improve community quality of life and economic vitality**

**PHA Goal: Provide an improved living environment**

**Objectives:**

Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments, as applicable.

Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments, as applicable.

Implement public housing security improvements.

**HUD Strategic Goal: Promote self-sufficiency of families and individuals**

**PHA Goal: Promote self-sufficiency of assisted households**

**Objectives:**

Increase the number and percentage of employed persons in assisted families.

Provide or attract supportive services to improve assistance recipients' employability.

Provide or attract supportive services to increase independence for the elderly or families with disabilities.

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

**HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

**PHA Goal: Ensure equal opportunity and affirmatively further fair housing**

**Objectives:**

Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability.

Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability.

Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.



## Part II

The PHA has the following goals for the program:

**To encourage self-sufficiency of participant families and assist in the expansion of family opportunities, which address educational, socio-economic, recreational and other human services needs.**

**To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.**

**To administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development.**

**To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.**

**To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.**

**To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.**

**To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.**

**To promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.**

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

**C. PURPOSE OF THE PLAN [24 CFR 982.54]**

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented on 10/1/99, and pre-merger Housing Voucher tenancies and Over Fair Market Rent tenancies converted automatically to Housing Choice Voucher tenancies on that date. However, all existing contracts will remain in effect until the family's second reexamination after the merger date or when a new lease is executed, whichever comes first.

The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The PHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The original Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to the PHA Agency Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

**D. ADMINISTRATIVE FEE RESERVE [24 CFR 982.54(d)(21)]**

Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not exceed \$0 per occurrence nor more than \$0 in the aggregate for each fiscal year without the prior approval of the Vineland Housing Authority Board of Commissioners.

**E. RULES AND REGULATIONS [24 CFR 982.52]**

This Administrative Plan is set forth to define the PHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

**F. TERMINOLOGY**

The Housing Authority of Vineland is referred to as "PHA" or "Housing Authority" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 programs are also known as the Regular Tenancy Certificate, Over-FMR Tenancy (OFTO) and Voucher Programs. The Housing Choice Voucher Program refers to the merged program effective as of 10/1/99.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial or Termination of Assistance" chapter.

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher programs into the Housing Choice Voucher Program.

See Glossary for other terminology.

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

**G. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]**

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The PHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

All Housing Authority staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority office/s, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

The Vineland Housing Authority office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY Verizon telephone service provider.

## H. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before the PHA will treat a person differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on PHA forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA; when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

**To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:**

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such an impairment

*Note: This is not the same as the HUD definition used for purposes of determining allowances.*

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the PHA.

The PHA will provide a written decision to the person requesting the accommodation within ten (10) days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

### **Verification of Disability**

The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

### **Outreach**

Outreach efforts will include notification of the PHA's 504 Advisory Board as well as all other media and agencies listed in the PHA's Administrative Plan regarding public notices (see section on opening and closing the waiting list in "Applying for admission" chapter.)

## Applying for Admission

All persons who wish to apply for any of the PHA's programs must submit a pre-application via **written format**, as indicated in our public notice. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by PHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applications whether reasonable accommodations are necessary.

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

## I. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to provide translation of documents written in English into other languages, the PHA will consider the following factors:

**Availability of bi-lingual staff to provide translation for non-English speaking families.**



## J. MANAGEMENT ASSESSMENT OBJECTIVES

The PHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

Selection from the Waiting List

Reasonable Rent

Determination of Adjusted Income

Utility Allowance Schedule

HQS Quality Control Inspections

HQS Enforcement

Expanding Housing Opportunities

Payment Standards

Annual Re-examinations

Correct Tenant Rent Calculations

Pre-Contract HQS Inspections

Annual HQS Inspections

Lease-up

Family Self-Sufficiency Enrollment and Escrow Account Balances

Bonus Indicator Deconcentration

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

Supervisory quality control reviews will be performed by a PHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

Selection from the waiting list

Rent reasonableness

Determination of adjusted income

HQS Enforcement

HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed will relate directly to each factor.

## K. RECORDS FOR MONITORING PHA PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, the PHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the PHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**L. PRIVACY RIGHTS [24 CFR 982.551 and 24 CFR 5.212]**

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/PHA will release family information.

The PHA's policy regarding release of information is in accordance with State and local laws, which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential" or returned to the family member after its use. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. Program administrator must approve all requests for access and granting of accommodations based on this information.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location that is only accessible by authorized staff.

PHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

## M. FAMILY OUTREACH

The PHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When the PHA's waiting list is open, the PHA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means. Notices will also be provided in Spanish.

To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The PHA will also utilize public service announcements.

**The PHA will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.**

## N. OWNER OUTREACH [24 CFR 982.54(d)(5)]

The PHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The PHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

The PHA encourages participation by owners of suitable units located outside areas of low poverty or minority concentration.

The PHA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

**The PHA maintains a list of interested landlords/list of units available for the Section 8 Program and updates this list at least monthly. When listings from owners are received, they will be compiled by the PHA staff by bedroom size. The lists of owners/units will be mailed on request and provided at briefings for our voucher-holding applicants and program participants.**

**The staff of the PHA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.**

**Printed material is offered to acquaint owners and managers with the opportunities available under the program.**

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

**The PHA shall periodically:**

**Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.**

Reserved

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

#### INTRODUCTION

This Chapter defines both HUD and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The PHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

#### A. ELIGIBILITY FACTORS [982.201(b)]

The PHA accepts applications only from families whose head or spouse is at least 18 years of age.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the PHA.

The HUD eligibility criteria are:

An applicant must be a "family"

An applicant must be within the appropriate Income Limits

An applicant must furnish Social Security Numbers for all family members age six and older

An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required

At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the PHA may provide any financial assistance.



Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

**Eligibility factors will be verified before the family is placed on the waiting list.**

**Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher, unless the PHA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**B. FAMILY COMPOSITION [24 CFR 982.201(c)]**

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A "family" includes a family with or without a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The PHA determines if any other group of persons qualifies as a "family".

A single person family may be:

An elderly person

A displaced person

A person with a disability

Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Any other single person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A family also includes:

**Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.**

Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

### **Head of Household**

The head of household is the **adult** member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

### **Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner whom, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

### **Co-Head**

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

### **Live-in Attendants**

A Family may include a live-in aide provided that such live-in aide:

Is determined by the PHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live in Aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled.

The PHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this administrative plan.

[24 CFR 982.316] At any time, the PHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

**The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;**

**The person commits drug-related criminal activity or violent criminal activity; or**

**The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**

### **Split Households Prior to Voucher Issuance**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the PHA will make the decision taking into consideration the following factors:

**Which family member applied as head of household.**

**Which family unit retains the children or any disabled or elderly members.**

**Restrictions that were in place at the time the family applied.**

**Role of domestic violence in the split.**

**Recommendations of social service agencies or qualified professionals such as children's protective services.**

**Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the PHA.**

### **Multiple Families in the Same Household**

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

### **Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**C. INCOME LIMITATIONS [24 CFR 982.201(b), 982.353]**

To be eligible for assistance, an applicant must:

Have an Annual Income at the time of admission that does not exceed the very low income limits for occupancy established by HUD.

To be income eligible the applicant must be a family in the very low-income category, which is a family whose income does not exceed 50 percent of the area median income. The PHA will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201(b).

To be income eligible the family may be under the low-income limit in any of the following categories: [24 CFR 982.201(b)]

A very low-income family.

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.

A low-income family or moderate income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program

To determine if the family is income-eligible, the PHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.

**D. MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

**E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS** [24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals, who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

**Mixed Families.** A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

**All members ineligible.** Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

**Non-citizen students.** Defined by HUD in the non-citizen regulations at 24 CFR 5.522. Not eligible for assistance.

**Appeals.** For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

**Verification of Status Before Admission**

The PHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.



**F. OTHER CRITERIA FOR ADMISSIONS** [24 CFR 982.552(b)]

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease within the past five (5) years.

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886.

The PHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

**The family must not have violated any family obligation during a previous participation in the Section 8 program for five (5) years prior to final eligibility determination.**

**The family must pay any outstanding debt owed the PHA or another PHA as a result of prior participation in any federal housing program anytime while they are on the waiting list and prior to issuance of a voucher. A voucher will not be issued unless the debt has been paid in full.**

**The PHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy in the "Denial or Termination of Assistance" chapter.**

**If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA will deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).**

**G. TENANT SCREENING** [24 CFR 982.307]

The PHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The PHA will not screen family behavior or suitability for tenancy. The PHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

factors as: [24 CFR 982.307(a)(3)]

Payment of rent and utility bills

Caring for a unit and premises

Respecting the rights of other residents to the peaceful enjoyment of their housing

Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and

Compliance with other essential conditions of tenancy.

The PHA will give the owner:

The family's current and prior address as shown in the PHA's records; and

The name and address (if known by the PHA) of the landlord at the family's current and prior address.

**The PHA will offer the owner other information in the PHA's possession concerning the family, including:**

**Information about the family's tenancy history; or**

**Information about drug trafficking by family members**

The same types of information will be supplied to all owners.

The PHA will advise families how to file a complaint if they have been discriminated against by an owner. The PHA will advise the family to make a Fair Housing complaint. The PHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

## **H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT**

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

## **I. INELIGIBLE FAMILIES**

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

**J. PROHIBITED ADMISSIONS CRITERIA [982.202(b)]**

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

Where a family lives prior to admission to the program.

Where the family will live with assistance under the program.

Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.

Discrimination because a family includes children.

Whether a family decides to participate in a family self sufficiency program; or

Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

**In accordance with the Violence Against Women Act of 2006 (VAWA) the Housing Authority of Vineland shall not deny admission to any applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admissions. Nothing in this section supersedes a Federal, State, or local law that provides greater protection for victims. The applicant or member of the household affected by domestic violence, dating violence or stalking, must certify their status to the PHA using established criteria and forms, as described in Chapter 15, Section C – Violence Against Women Act of 2006.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

## Chapter 3

### APPLYING FOR ADMISSION

[24 CFR 982.204]

#### INTRODUCTION

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

#### A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit the PHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of the PHA's programs must **complete a written application form when application taking is open**. Applications will be made available in an accessible format upon request from a person with a disability.

**The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.**

**The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.**

#### B. OPENING/CLOSING OF APPLICATION TAKING [24 CFR 982.206, 982.54(d)(1)]

The PHA will utilize the following procedures for opening the waiting list:

When the PHA opens the waiting list, the PHA will advertise through public notice in the following newspapers, minority publications and media entities, location(s), and program(s) for which applications are being accepted:

**The Daily Journal**

**Casa P.R.A.C., Inc.**

WVLT 92.1 Radio

WMIZ Radio

Cumberland County Office on Aging

Cumberland County Office of Disabled

Community Services Program

Mt. Pisgah A.M.E. Church

N.A.A.C.P.

Other Area Churches

Service organizations that assist persons with disabilities include:

Cumberland County Office of Disabled

Casa P.R.A.C., Inc.

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for section 8.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, the PHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan. [24 CFR 982.206(b)(2)]

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

### **Closing the Waiting List**

The PHA may stop applications if there are enough applicants to fill anticipated openings for the next **twenty-four (24)** months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

**The PHA will announce the closing of the waiting list by public notice.**

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next **twelve (12)** months. The PHA will give notice [**simultaneous with announce of opening of program but not less than three (3) days'** notice prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by:

**Separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.**

### **Limits on Who May Apply**

When the waiting list is open:

**Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.**

When the application is submitted to the PHA:

**It establishes the family's date and time of application for placement order on the waiting list.**

**C. "INITIAL" APPLICATION PROCEDURES [24 CFR 982.204(b)]**

The PHA will utilize a **preliminary application form**. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, a staff person may complete the information over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain at least the following information:

**Applicant name**

**Family Unit Size** (number of bedrooms the family qualifies for under PHA subsidy standards)

**Date and time of application**

**Qualification for any local preference**

**Racial or ethnic designation of the head of household**

**Annual (gross) family income**

**Targeted program qualifications**

**Duplicate applications, including applications from a segment of an applicant household, will not be accepted.**

**Ineligible families will not be placed on the waiting list.**

**Pre-applications will require an interview. The information on the application will be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**D. APPLICANT STATUS WHILE ON WAITING LIST [CFR 982.204]**

**Applicants are required to inform the PHA in writing of changes in address. Applicants must utilize a PHA established form – “Change of Address Form.”**

**Applicants are also required to respond to requests from the PHA to update information on their application and to determine their interest in assistance.**

**If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.**

**The notice will contain the approximate date that assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and available funding.**

**This written notification of preliminary eligibility will be:**

**mailed to the applicant by first class mail.**

**If the family is determined to be ineligible based on the information provided in the pre-application, the PHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See "Complaints and Appeals" chapter.**

**E. TIME OF SELECTION [24 CFR 982.204]**

**When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.**

**When there is insufficient funding available for the family at the top of the list, the PHA will not admit any other applicant until funding is available for the first applicant.**

**Based on the PHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.**



## **F. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified:

**Upon receipt of the preliminary application and prior to placement on the waiting list**

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list.

After the preference is verified, when the PHA is ready to select applicants, applicants will be required to:

**Complete a Personal Declaration Form in his or her own handwriting prior to the full application interview, unless a person with a disability makes a request for accommodation. Applicant will then be interviewed by PHA staff to review the information.**

**Participate in a full application interview with a PHA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The PHA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.**

The full application will be completed when the applicant attends the interview.

### Requirement to Attend Interview

The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs, which may be available.

**All adult family members are required to attend the interview and sign the housing application.**

**The head of household is required to attend the interview.**

**If an applicant fails to appear for a pre-scheduled appointment, the PHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied, unless they can provide acceptable documentation to the PHA that an emergency prevented them from calling.**

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See "Complaints and Appeals" chapter.)

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the PHA, the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information, which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the PHA.

Every adult household member must sign a consent form to release criminal conviction records and to allow PHAs to receive records and use them in accordance with HUD regulations.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given five (5) days to supply the information.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. (See "Complaints and Appeals" chapter)

#### **G. VERIFICATION** [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the Voucher.

#### **H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY** [24 CFR 982.201]

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the PHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

## Chapter 4

# ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

### INTRODUCTION

It is the PHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

**This chapter explains the local preferences which the PHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains the PHA's system of applying them.**

By maintaining an accurate waiting list, the PHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

**A. WAITING LIST [24 CFR 982.204]**

The PHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

**The PHA uses a separate single waiting list for admissions to the tenant-based assistance program of Vineland.**

Except for Special Admissions, applicants will be selected from the PHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

The PHA will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

Applicant name

Family unit size (number of bedrooms family qualifies for under PHA subsidy standards)

Date and time of application

Qualification for any local preference

Racial or ethnic designation of the head of household

**Annual (gross) family income**

**Targeted program qualifications**

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

**B. SPECIAL ADMISSIONS** [24 CFR 982.54(d)(e), 982.203]

If HUD awards a PHA program funding that is targeted for specifically named families, the PHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The PHA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

A family displaced because of demolition or disposition of a public or Indian housing project;

A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

Applicants, who are admitted under Special Admissions, rather than from the waiting list, are not maintained on separate lists.

**C. WAITING LIST PREFERENCES [24 CFR 982.207]**

An applicant will not be granted any local preference if any member of the family has been evicted from housing assisted under a 1937 Housing Act program during the past three years because of drug-related criminal activity.

If an applicant makes a false statement in order to qualify for a local preference, the PHA will deny admission to the program for the family.

**D. LOCAL PREFERENCES [24 CFR 982.207]**

The PHA uses the following local preference system:

**Residency preferences for families who live or work in the jurisdiction.** The head of household or spouse must work in the City of Vineland for a period of twelve consecutive months *prior* to issuance of a Voucher.

**Veteran preference for persons residing in the jurisdiction:** state law definition.

**Disability preference for persons residing in the jurisdiction:** This preference is extended to disabled head and/or spouse.

**Victims of domestic violence:** The PHA will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past six (6) months. The PHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. The following criteria is used to establish a family's eligibility for this preference:

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.

The actual or threatened violence must have occurred within the past thirty (30) 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.

To qualify for this preference, the abuser must still reside in the unit from which the victim was displaced. 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:

Revised by VHA, June 12, 2007  
5/1/00 AdminPlan

**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.

**At the family's request, the PHA will take precautions to ensure that the new location of the family is concealed in cases of domestic abuse.**

### **Involuntary Displacement**

**Families are considered to be involuntarily displaced if they are required to vacate housing as a result of:**

- 1. A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.**
- 2. Federal, state or local government action related to code enforcement, public improvement or development.**



## Treatment of Single Applicants

### **Singles Preference**

All families with children and families who include an elderly person or a person with a disability (see 24 CFR 100.80) shall be given a selection priority over all "Other Singles" applicants. Other Singles denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with any other preference to which they are entitled, but they cannot be selected for assistance before any two-person elderly, disabled or family with children.

### **E. INCOME TARGETING**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the PHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as "extremely low-income families." The PHA will admit families who qualify under the Extremely Low Income limit to meet the income-targeting requirement, regardless of preference.

The PHA's income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

The PHA is also exempted from this requirement where the PHA is providing assistance to low income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

### **F. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION [24 CFR 982.207]**

At the time of application, an applicant's entitlement to a local preference may be made on the following basis.

**The PHA will verify all preference claims at the time they are made. The PHA will re-verify a preference claim, if the PHA feels the family's circumstances have changed, at time of selection from the waiting list.**

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the local preference and given an opportunity for a meeting.

**G. EXCEPTIONS FOR SPECIAL ADMISSIONS [24 CFR 982.203, 982.54(d)(3)]**

If HUD awards a PHA program funding that is targeted for specifically named families, the PHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The PHA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

A family displaced because of demolition or disposition of a public or Indian housing project;

A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

## **H. TARGETED FUNDING [24 CFR 982.203]**

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system. The PHA has the following "Targeted" Programs:

**Mainstream for Persons with Disabilities**

## **I. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 982.207]**

### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the PHA in writing when their circumstances change.

**If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before family (ies) with a higher preference, the family will be returned to the waiting list.**

### **Cross Listing of Different Housing Programs and Section 8 [24 CFR 982.205(a)]**

The PHA will not merge its waiting lists. However, if the Section 8 waiting list is open when the applicant is placed on the public housing program, the PHA must offer to place the family on its tenant-based assistance list.

**If the waiting list for the PHA's public housing program is open at the time an applicant applies for Section 8, the PHA must offer to place the family on its waiting lists for the other program.**

**Other Housing Assistance** [24 CFR 982.205(b)]

**Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.**

**The PHA may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205(b)]**

**Refuse to list the applicant on the PHA waiting list for tenant-based assistance;**

**Deny any admission preference for which the applicant is currently qualified;**

**Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the PHA selection policy; or**

**Remove the applicant from the waiting list.**

**However, the PHA may remove the applicant from the waiting list for tenant-based assistance if the PHA has offered the applicant assistance under the voucher program.**

**J. ORDER OF SELECTION [24 CFR 982.207(e)]**

The PHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

**Local Preferences**

Local preferences will be used to select families from the waiting list.

The PHA has selected the following system to apply local preferences:

All local preferences will be treated equally.

**Among Applicants with Equal Preference Status**

Among applicants with equal preference status, the waiting list will be organized by date and time.

**K. FINAL VERIFICATION OF PREFERENCES [24 CFR 982.207]**

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the PHA will:

**Obtain necessary verifications of preference at the interview and/or by third party verification.**

**L. PREFERENCE DENIAL [24 CFR 982.207]**

If the PHA denies a preference, the PHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a **review with the program administrator**. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

**If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.**

**M. REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 982.204(c)]

The Waiting List will be purged not more than one time each year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.

Any mailings to the applicant that require a response will state that failure to respond within ten (10) days will result in the applicant's name being dropped from the waiting list.

An extension of five (5) days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If the applicant did not respond to the PHA request for information or updates because of a family member's disability, the PHA will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the program administrator determines there were circumstances beyond the person's control. The following exceptions, if determined to exist, will be acceptable to warrant reinstatement: medical emergency, hospitalization, or serious illness of an immediate family member (i.e. Head, spouse, child, brother, sister, parent).

Reserved



**Chapter 5**  
**SUBSIDY STANDARDS**

[24 CFR 982.54(d)(9)]

**INTRODUCTION**

HUD guidelines require that PHA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards, which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the PHA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

**A. DETERMINING FAMILY UNIT (VOUCHER) SIZE** [24 CFR 982.402]

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The PHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

**For subsidy standards, an adult is a person 18 years old or older.**

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

The PHA assigns one bedroom to two people within the following guidelines:

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under age five (5)).

Live-in attendants will generally be provided a separate bedroom.

Single person families shall be allocated zero or one bedroom in accordance with the unit they have located.

### GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household	
	Minimum Number	*Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

\* Local occupancy codes are used for determination of maximum occupancy.

The PHA assigns one bedroom to two people within the following guidelines:

Single person families shall be allocated zero or one bedroom in accordance with the unit they have located.

**GUIDELINES FOR DETERMINING VOUCHER SIZE**

Voucher Size	Persons in Household	
	Minimum Number	*Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

\* Local occupancy codes are used for determination of maximum occupancy.

Revised by VHA, May 16, 2013  
10/1/01 AdminPlan

**B. EXCEPTIONS TO SUBSIDY STANDARDS** [24 CFR 982.403(a) & (b)]

The PHA shall grant exceptions from the subsidy standards if the family requests and the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The PHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

**Verified medical or health reason; or**

**Elderly persons or persons with disabilities who may require a live-in attendant.**

**Request for Exceptions to Subsidy Standards**

The family may request a larger sized voucher than indicated by the PHA's subsidy standards for medical reasons only. Such request must be made in writing within five (5) days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

A doctor or medical professional must verify requests based on health-related reasons.

**PHA Error**

If the PHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

**Changes for Applicants**

The voucher size is determined prior to the briefing by comparing the family composition to the PHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the PHA subsidy standards, the above-referenced guidelines will apply.

### **Changes for Participants**

The PHA must approve the members of the family residing in the unit. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within ten (10) days. The above referenced guidelines will apply.

The family must obtain written approval from the current landlord before a person may move into the unit.

### **Under housed and Over housed Families**

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the PHA will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

The PHA will also notify the family of the circumstances under which an exception will be granted, such as:

**If a family with a disability is under-housed in an accessible unit.**

**If a family requires the additional bedroom because of a health problem that has been verified by the PHA.**

**C. UNIT SIZE SELECTED [24 CFR 982.402(c)]**

The family may select a different size dwelling unit than that listed on the Voucher. There are three criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under the PHA subsidy standard for a family assisted in the voucher program is based on the PHA's adopted payment standards. The payment standard for a family shall be the *lower of*:

The payment standard amount for the family unit size; or

The payment standard amount for the unit size rented by the family.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area).

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Reserved

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## Chapter 6

# FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

[24 CFR Part 5, Subparts E and F; 982.153, 982.551]

### INTRODUCTION

The PHA will use the methods, as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.



**A. INCOME AND ALLOWANCES [24 CFR 5.609]**

**Income:** Includes all monetary amounts received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income, which is not specifically excluded in the regulations, is counted.

**Annual Income** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

**Adjusted Income** is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from Annual Income:

**Dependent Allowance:** \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

**Elderly/Disabled Allowance:** \$400 per family for families whose head or spouse is 62 or over or disabled.

**Allowable Medical Expenses:** Deducted for all family members of an eligible elderly/disabled family.

**Child Care Expenses:** Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.

**Allowable Disability Assistance Expenses:** Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

**B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES [24 CFR 5.617; 982.201(b)(3)]**

The annual income for qualified disabled families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A disabled family qualified for the earned income exclusion is a disabled family that is receiving tenant-based rental assistance under the Housing Choice Voucher Program; and

Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500.

The HUD definition of "previously unemployed" includes a person with disabilities who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

#### **Initial Twelve-Month Exclusion**

During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member.

### **Second Twelve-Month Exclusion and Phase-in**

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the PHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over income of that family member prior to the beginning of such employment.

### **Maximum Four-Year Disallowance**

The earned income disallowance is limited to a lifetime 48-month period for each family member who is a person with disabilities. For each family member who is a person with disabilities, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

### **Applicability to Child Care and Disability Assistance Expense Deductions**

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for disabled families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

## **Tracking the Earned Income Exclusion**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

**Date the increase in earned income was reported by the family**

**Name of the family member whose earned income increased**

**Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income**

**Amount of the increase in earned income (amount to be excluded)**

**Date the increase in income is first excluded from annual income**

**Date(s) earned income ended and resumed during the initial cumulative 12-month \* period of exclusion (if any)**

**Date the family member has received a total of 12 months of the initial exclusion**

**Date the 12-month phase-in period began**

**Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)**

**Date the family member has received a total of 12 months of the phase-in exclusion**

**Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)**

The PHA will maintain a tracking system to ensure correct application of the earned income disallowance.

### **Inapplicability to Admission**

The earned income disallowance is only applied to determine the annual income of disabled families who are participants in the Housing Choice Voucher Program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

## C. MINIMUM RENT [24 CFR 5.616]

### Minimum Rent

"Minimum rent" is fifty (\$50). Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

### Hardship Requests for an Exception to Minimum Rent

The PHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to the minimum rent. The following section states the PHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed. (24 CFR 5.630)

### Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA or HUD

### PHA Notification to Families of Right to Hardship Exception

The PHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly-adjusted income, 10% of monthly income, minimum rent or welfare rent.

The PHA notification will advise families that hardship exception determinations are subject to PHA review and hearing procedures.

The PHA will review all family requests for exception from the minimum rent due to financial

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

hardships.

**All requests for minimum rent hardship exceptions are required to be in writing.**

**Requests for minimum rent exception must include a statement of the family hardship that qualifies the family for an exception.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



### **Suspension of Minimum Rent**

The PHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the PHA determines whether the hardship is:

Covered by statute

Temporary or long term

"Suspension" means that the PHA must not use the minimum rent calculation until the PHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

### **Temporary Hardship**

If the PHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See "Owner and Family Debts to the PHA" chapter for Repayment agreement policy).

### **Long-Term Duration Hardships** [24 CFR 5.616(c)(3)]

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

### **Retroactive Determination**

The PHA will reimburse the family for any minimum rent charges, which took effect after October 21, 1998 that qualified for one of the mandatory exceptions.

**The PHA's definition of a cash refund is a check made out to the family.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**D. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT**

[24

CFR 982.54(d)(10), 982.551}

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the PHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit using this policy.

**Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for six (6) consecutive months in a 12 month period except as otherwise provided in this Chapter.

**Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than ninety (90) consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

### **Absence Due to Full-time Student Status**

Full time students who attend school away from the home will be treated in the following manner:

**Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.**

### **Absence due to Incarceration**

If the sole member is incarcerated for more than ninety (90) consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than ninety (90) days in a twelve-month period.

**The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity.**

### **Absence of Children due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six (6) of months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

## **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the PHA before they move out of a unit and to give the PHA information about any family absence from the unit.

**Families must notify the PHA at least thirty (30) days before leaving the unit, if they are going to be absent from the unit for more than thirty (30) consecutive days.**

If the entire family is absent from the assisted unit for more than sixty (60) consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

**If it is determined that the family is absent from the unit, and the PHA has not been notified, the PHA will not continue assistance payments.**

HUD regulations require the PHA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

**Write letters to the family at the unit**

**Telephone the family at the unit**

**Interview neighbors**

**Verify if utilities are in service**

**Check with the post office**

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar day's limit.

**If the absence which resulted in termination of assistance was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the family's responsibilities, and if funding is available, the PHA may reinstate the family as an accommodation if requested by the family, as long as the period was within 180 days.**

### **Caretaker for Children**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first **thirty (30)** days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the PHA will review the status at **thirty (30)** day intervals.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

**If custody is awarded for a limited time in excess of stated period, the PHA will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The PHA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.**

When the PHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The PHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than **three (3)** months, the person will be considered permanently absent.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

## Visitors

Any adult not included on the HUD 50058 who has been in the unit more than **fourteen (14)** consecutive days without PHA approval, or a total of **sixty (60)** days in a 12-month period, will be considered to be living in the unit as an **unauthorized** household member.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly **temporary** shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to **sixty (60)** days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than **one hundred eighty (180)** days per year, the minor will be considered to be an eligible visitor and not a family member.

### **Reporting Additions to Owner and PHA**

Reporting changes in household composition to the PHA is both a HUD and a PHA requirement.

The family obligations require the family to request PHA approval to add any other family member as an occupant of the unit and to inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

**If the family does not obtain prior written approval from the PHA, any person the family has permitted to move in will be considered an unauthorized household member.**

Additions to the household must be requested from the PHA *prior* to moving in.

**An applicant who is a former household member who has previously been removed from the household cannot be added back to the household.**

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

### **Reporting Absences to the PHA**

Reporting changes in household composition is both a HUD and a PHA requirement.

If a family member leaves the household, the family must report this change to the PHA, in writing, within **ten (10)** days of the change and certify as to whether the member is temporarily absent or permanently absent.

The PHA will conduct an interim evaluation for changes that affect the Total Tenant Payment in accordance with the interim policy.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan



**E. AVERAGING INCOME**

When annual income cannot be anticipated for a full twelve months, the PHA may:

**Average known sources of income that vary to compute an annual income, or**

**Annualize current income and conduct an interim reexamination if income changes.**

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

**The method used depends on the regularity, source and type of income.**

**F. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero income are required to complete a written personal declaration and undergo an interim recertification every thirty (30) days.

**Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.**

**If the family's expenses exceed their known income, the PHA will make inquiry of the head of household as to the nature of the family's accessible resources.**

**G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**  
CFR 982.54(d)(10)]

[24

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

**Exclude the income and deductions of the member if his/her income goes directly to the facility.**

**OR**

**Include the income and deductions of the member if his/her income goes to a family member.**

**H. REGULAR CONTRIBUTIONS AND GIFTS** [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift, unless the amount is less than five hundred (\$500) per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition.)

**If the family's expenses exceed its known income, the PHA will inquire of the family regarding contributions and gifts.** The family will be required to attend interviews to review family income at thirty (30) day intervals, and complete the prescribed forms utilized by the PHA in order to determine income for the household.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**I. ALIMONY AND CHILD SUPPORT [24 CFR 5.609]**

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The PHA will accept verification that the family is receiving an amount less than the award if:

**The PHA receives verification from the agency responsible for enforcement or collection.**

**The family furnishes documentation of child support or alimony collection action filed through an attorney.**

**It is the family's responsibility to supply a certified copy of the divorce decree.**

**Upon request by the family, reduction will be made and an interim amendment processed if no payments have been received for three (3) consecutive months. If payments have been irregular, the PHA will average the amount of payments divided by the number of payments.**

**The PHA may use available methods of verification provided by the family or automated verification systems such as:**

**Verification provided by the agency responsible for enforcement or collection.**

**Telephone automated verification system.**

**Internet website verification system.**

**J. LUMP-SUM RECEIPTS [24 CFR 5.609]**

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, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

**The PHA uses a calculation method that calculates retroactively or prospectively depending on the circumstances.**

**Prospective Calculation Methodology**

**If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:**

**The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

### Retroactive Calculation Methodology

The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.

The family has the choice of paying this "retroactive" amount to the PHA in a lump sum.

At the PHA's option, the PHA may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

### Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

**K. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS [24 CFR 5.603(d)]**

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

**L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

[24 CFR 5.603(d)(3)]

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**M. CHILD CARE EXPENSES [24 CFR 5.603]**

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

**In the case of a child attending private school, only after-hours care can be counted as childcare expenses.**

Allowability of deductions for childcare expenses is based on the following guidelines:

**Childcare to work:** The maximum childcare expense allowed must be less than the amount earned, by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

**Childcare for school:** The number of hours claimed for childcare may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

**Amount of Expense:** The PHA may survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.



**N. MEDICAL EXPENSES** [24 CFR 5.609(a)(2), 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

**O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.520]

**Applicability**

Pro-ration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

**Prorated Assistance Calculation**

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.



**P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The PHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- fraud by a family member in connection with the welfare program; or
- failure to participate in an economic self-sufficiency program; or
- non-compliance with a work activities requirement

However, the PHA will reduce the rental contribution if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has not complied with other welfare agency requirements; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

### **Verification Before Denying a Request to Reduce Rent**

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The welfare agency, at the request of the PHA, will inform the PHA of:

amount and term of specified welfare benefit reduction for the family;

reason for the reduction; and

subsequent changes in term or amount of reduction.

### **Cooperation Agreements**

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to Section 8 and public housing residents.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS** [24  
CFR 982.153, 982.517]

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is 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. Allowances are not based on an individual family's actual energy consumption.

The PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

The PHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

The PHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, cooking, water heating, water, sewer, trash collection; **other electric**, refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners [24 CFR 982.517.

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator. Allowances for ranges and refrigerators will be based on an amount established by the PHA according to unit size, over the initial twelve-month lease period. No further allowances will be granted after the first year.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family [24 CFR 982.514(b)], the PHA will provide a utility reimbursement payment for the family each month. The check will be made out:

**directly to the tenant, or**

**directly to the utility company if the PHA can ascertain that the participant is not paying utilities, as required. The PHA will utilize monthly utility bills and/or correspondence from the utility company verifying failure to pay utilities.**

**In such cases the participant will be notified in writing of the decision to pay to the utility supplier directly.**

**or**

**directly to a utility company, if requested by the participant.**

## **Chapter 7**

### **VERIFICATION PROCEDURES**

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158; 24 CFR 5.617]

#### **INTRODUCTION**

HUD regulations require that the PHA verify the factors of eligibility and Total Tenant Payment/Family Share. PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

**A. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]**

The PHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. Up Front Income Verification (UIV)/Enterprise Income Verification (EIV)
2. Third-Party Written
3. Third-Party Oral
4. Review of Documents
5. Certification/Self-Declaration by Tenant

The PHA will make two (2) attempts to receive third-party verifications, if not received within 30 days, the PHA will document the file as to why third party written verification was not used. The PHA shall go on to the next method of verification.

Verifications may not be more than 60 days old at the time of Voucher issuance.

**Up Front Income Verification (PIH Notice 2004-1)**

The VHA will use up front income verification as the primary source of verification. Employment and unemployment income benefits will be verified through the State of New Jersey SWICA. Social Security and SSI will be verified through HUD's Tenant Assessment Security System (TASS) website. Child support will be verified through the New Jersey Child Support website and/or the NJ Child support automated telephone system.

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

The PHA must restrict access to and safeguard UIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action can be taken against a family until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

**Definition of Substantial Difference**

UIV information is used differently depending upon whether there is a substantial difference between information proved by the family and the UIV information. In "HUD Guidelines for

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Projecting Annual Income When UIV Data is Available" [HUD website, April 2004], HUD recommends using \$200 per month as the threshold for a substantial difference. The PHA will therefore use \$200 per month as the threshold for a substantial difference.

#### **When no Substantial Difference Exists**

If UIV information does not differ substantially from family information, the UIV documentation may serve as third-party written verification.

#### **When a Substantial Difference Exists**

When there is a substantial difference between the information provided by the UIV source and the family, the PHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

#### **Use of HUD's Enterprise Income Verification (EIV) System**

Use of HUD's system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires the PHA to use the EIV system when available.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

#### **Tenant Income Data (TID) Reports**

The data shown on TID reports is updated quarterly. Data may be between three (3) and six (6) months old at the time reports are generated.

The PHA will obtain TID reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

TID reports will be compared to family-provided information as part of the annual reexamination process. TID reports may be used in the calculation of annual income and may be used as requirement for third-party verification. Policies for resolving discrepancies between TID reports and family-provided information will be resolved as described in this chapter.

TID reports will be retained in a locked file cabinet by reexamination month.

When the PHA determines through TID reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15.

#### **Exceeds Threshold Reports (ETRs)**

The ETR is a tool for identifying families who may have concealed or under-reported income. Data in the ETR represents income for past reporting periods and may be between six (6) months and thirty (30) months old at the time ETRs are generated.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Families who have not concealed or under-reported income may appear on the ETR in some circumstances, such as loss of a job or addition of new family members.

When it appears that a family may have concealed or under-reported income, the PHA will request third-party written verification of the income in question.

When the PHA determines through ETR review and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15.

### **EIV Identity Verification**

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

The PHA will identify participants whose identity verification has failed as part of the annual reexamination process.

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

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



### Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

### Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to note on the current tenant information form, with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the PHA will compare the information to any documents provided by the Family.

If provided by telephone, the PHA must originate the call.

### Review of Documents

In the event that third-party written or oral verification is unavailable, or the third party has not verified the information within four (4) weeks, the PHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed, that cannot be photocopied, staff viewing the document(s) will annotate the file accordingly.

The PHA will accept the following documents from the family, provided the document is such that tampering would be easily noted:

- Printed wage stubs

- Computer printouts from the employer

- Signed letters (provided that the information is confirmed by phone)

- Other documents noted in this Chapter as acceptable verification

The PHA will accept faxed documents from the employer.

The PHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

**The PHA will not delay the processing of an application beyond thirty (30) days because a third party information provider does not return the verification in a timely manner.**

### **Self-Certification/Self-Declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a **notarized statement/affidavit/certification under penalty of perjury.**

### **B. RELEASE OF INFORMATION [24 CFR 5.230]**

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the PHA or HUD.

### **C. COMPUTER MATCHING**

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by PHAs on the 50058 form. HUD can disclose Social Security information to PHAs, but is precluded by law from disclosing Federal tax return data to PHAs. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the PHA (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the PHA in writing that the family has been advised to contact the PHA. HUD will send the PHA a list of families who have received "income discrepancy" letters.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA will:

Wait 40 days after the date of notification before contacting tenant.

After 40 days following the date of notification, the PHA will contact the tenant by mail asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

The PHA will fully document the contact in the tenant's file, including a copy of the letter to the family and written documentation of any phone call.

When the family provides the required information, the PHA will verify the accuracy of the income information received from the family, review the PHA's interim recertification policy, will identify unreported income, will charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.

If the amount of rent owed to the PHA exceeds (thirty-six hundred dollars (\$3600)), the PHA will seek to terminate assistance.

If tenant fails to respond to PHA:

The PHA will ask HUD to send a second letter.

After an additional 40 days, the PHA will ask HUD to send a third letter.

After an additional 40 days, the PHA will send a letter to the head of household, warning of the consequences if the family fails to contact the PHA within two weeks.

If the tenant claims a letter from HUD was not received:

The PHA will ask HUD to send a second letter with a verified address for the tenant.

After 40 days, the PHA will contact the tenant family.

If the tenant family still claims they have not received a letter, the PHA will ask HUD to send a third letter.

After an additional 40 days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.

If the tenant family fails to meet with the PHA or will not sign the IRS forms, the PHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the PHA and/or sign forms.

If tenant does receive a discrepancy letter from HUD:

The PHA will set up a meeting with the family.

If the family fails to attend the meeting, the PHA will reschedule the meeting.

If the family fails to attend the second meeting, the PHA will send a termination warning.

The family must bring the original HUD discrepancy letter to the PHA.

If tenant disagrees with the Federal tax data contained in the HUD discrepancy letter:

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

The PHA will ask the tenant to provide documented proof that the tax data is incorrect.

If the tenant does not provide documented proof, the PHA will obtain proof to verify the Federal tax data using third party verification.

**D. ITEMS TO BE VERIFIED** [24 CFR 982.516]

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an **adult** family member to be employed or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an **adult** family member to be employed.

Disability for determination of preferences, allowances or deductions.

U.S. citizenship/eligible immigrant status

Social security numbers for all family members over 6 years of age or older who have been issued a social security number.

"Preference" status

**Familial and/or Marital** status when needed for head or spouse definition.

Verification of Reduction in Benefits for Noncompliance:

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**E. VERIFICATION OF INCOME** [24 CFR 982.516]

This section defines the methods the PHA will use to verify various types of income.

**Employment Income**

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

**Estimated income from overtime, tips, and bonus pay expected during next 12 months**

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.
4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

**Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.**

The PHA will require the most recent federal income tax statements.

**Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

## **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. **Computer report electronically obtained or in hard copy.**

## **Unemployment Compensation**

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
3. **Payment stubs.**

## **Welfare Payments or General Assistance**

Acceptable methods of verification include, in this order:

1. PHA verification form completed by payment provider.
2. **Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.**
3. **Computer-generated Notice of Action.**
4. **Computer-generated list of recipients from Welfare Department.**

## **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A letter from the person paying the support.
3. Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.

If payments are irregular, the family must provide:

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Upon request by the family, the PHA will process an interim adjustment to the tenant rent at the request of the family, if no payments have been received for three consecutive months. If child support payments are irregular, the VHA will average the amount of payments divided by the number of payments. The family must provide:

A printout provided by the agency responsible for enforcement or collection, showing a minimum of three months of non-payment.

A written statement from an attorney verifying that the family has not received payments for the last three consecutive months.

The PHA may utilize:

Telephone automated verification system

Internet website verification system

Other acceptable means.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



## Net Income from a Business

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

Schedule C (Small Business)

Schedule E (Rental Property Income)

Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or un-audited financial statement(s) of the business.
3. **Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.**

## Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the PHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

## Recurring Gifts

The family must furnish a self-certification, which contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

The PHA will request information from the State Employment Development Department or SWICA.

The PHA will require the family to provide a notarized statement claiming zero income status.

Until the family can establish a stable income, the PHA will require the family to be reviewed every thirty days. A zero income form and worksheet will be used to determine possible income.

The PHA will require the family to begin saving receipts for all expenses, to be used in determining income.

The PHA will run a credit report if information is received that indicates the family has an unreported income source.

### **Full-time Student Status**

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students are not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

**F. INCOME FROM ASSETS [24 CFR 982.516]**

**Savings Account Interest Income and Dividends**

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution provided that the PHA must adjust the information to project earnings expected for the next 12 months.

**Interest Income from Mortgages or Similar Arrangements**

Acceptable methods of verification include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

**Net Rental Income from Property Owned by Family**

Acceptable methods of verification include, in this order:

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

## **G. VERIFICATION OF ASSETS**

### **Family Assets**

The PHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

### **Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification**

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

**H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**  
[24 CFR 982.516]

**Child Care Expenses**

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

**Medical Expenses**

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.

The PHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

**Assistance to Persons with Disabilities [24 CFR 5.611(c)]**

**In All Cases:**

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

**Attendant Care:**

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

**Auxiliary Apparatus:**

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan



**I. VERIFYING NON-FINANCIAL FACTORS [24 CFR 5.617(b)(2)]**

**Verification of Legal Identity**

**In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.**

**The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.**

**Certificate of Birth, naturalization papers**

**Church issued baptismal certificate**

**Current, valid Driver's license**

**U.S. military discharge (DD 214)**

**U.S. passport**

**Voter's registration**

**Department of Motor Vehicles Identification Card**

**Hospital records**

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

**Certificate of Birth**

**Adoption papers**

**Custody agreement**

**School records**

**Verification of Marital Status**

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

## **Familial Relationships**

**Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.**

**The following verifications will always be required if applicable:**

**Birth Certificates**

**Baptismal certificates**

**Verification of guardianship is:**

**Court-ordered assignment**

**Affidavit of parent**

**Verification from social services agency**

**School records**

### **Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household, is reported permanently absent by the family, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

### **Verification of Change in Family Composition**

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**Verification of Citizenship/Eligible Immigrant Status** [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his/her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

#### Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility at the time of initial application and for final eligibility determination.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

### Extensions of Time to Provide Documents

The PHA will grant an extension of thirty (30) days for families to submit evidence of eligible immigrant status.

### Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

**The PHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.**

If the PHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for twenty-four (24) months, unless the ineligible individual has already been considered in prorating the family's assistance.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

## Verification of Social Security Numbers [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of social security numbers will be done through a social security card issued by the Social Security Administration. If a family member cannot produce a social security card, only the documents listed below showing his or her social security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the social security card information provided is/are complete and accurate:

A driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade union

An identification card issued by a medical insurance company

Earnings statements or payroll stubs

Bank Statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Life insurance policies

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

Verification of benefits or social security number from Social Security Administration

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



New family members ages six and older will be required to produce their social security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or participant is able to disclose the social security number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the PHA. The applicant/participant or family member will have an additional sixty (60) days to provide proof of the social security number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

#### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

**J. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 982.207]**

**Local Preferences**

**Involuntary Displacement**

Families who claim they are being or have been displaced due to either a disaster or government action: written verification by the displacing unit or agency of government.

**Residency Preference: For families, who live, work or have been hired to work in the jurisdiction of the PHA.**

**In order to verify that an applicant is a resident, the PHA will require a minimum of one of each of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.**

**For families who have been hired to work in jurisdiction of the PHA, a statement from the employer will be required.**

**Veterans Preference: This preference is available to current member of the U.S. Military Armed Forces or veterans.**

**The PHA will require U.S. government documents that indicate that the applicant qualifies under the above definition.**

**Disability Preference: This preference is available for families whose head or spouse has a disability as defined in this Admin Plan.**

**Award letter or other proof of eligibility for Social Security Disability or Supplemental Security Income will be acceptable.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

## Chapter 8

### VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

#### INTRODUCTION

The PHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the PHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, PHA procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

#### A. ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, the PHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the PHA stays as close as possible to 100 percent lease-up. The PHA performs a monthly calculation manually to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent the PHA can over-issue (issue more vouchers than the budget allows to achieve lease-up).

The PHA may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers that are over-issued must be honored. If the PHA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

## **B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]**

### **Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted individually and in **group meetings**. Families who attend group briefings and still have the need for individual assistance will be referred to **Tenant Interviewer and Investigator**.

Briefings will be conducted in English.

The purpose of the briefing is to explain how the program works and the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The PHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend **two (2)** scheduled briefings, without prior notification and approval of the PHA, may be denied admission based on failure to supply information needed for certification. The PHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

**Briefing Packet** [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements.

The family is provided with the following information and materials

The term of the voucher, and the PHA policy for requesting extensions or suspensions of the voucher (referred to as tolling).

A description of the method used to calculate the housing assistance payment for a family, including how the PHA determines the payment standard for a family; how the PHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How the PHA determines the maximum allowable rent for an assisted unit.

Where the family may lease a unit. For family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information must include an explanation of how portability works.

The HUD required tenancy addendum, which must be included in the lease.

The form the family must use to request approval of tenancy and a description of the procedure for requesting approval for a tenancy.

A statement of the PHA policy on providing information about families to prospective owners.

The PHA Subsidy Standards including when and how exceptions are made.

The HUD brochure on how to select a unit **and/or** the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.

The HUD pamphlet on lead-based paint entitled *Protect Your Family From Lead in Your Home*.

Information on Federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form, and the phone numbers of the local fair housing agency, and the HUD enforcement office.

A list of landlords or other parties willing to lease to assisted families or help in the search or **known units available for the voucher issued**. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

If the family includes a person with disabilities, notice that the PHA will provide a list of available accessible units known to the PHA.

The family obligations under the program.

The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act.

PHA informal hearing procedures including when the PHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability. (Required for PHAs in MSAs)

A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families. (Required for PHAs in MSAs)

Information regarding the PHA's outreach program, which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.

A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration (required for PHAs in MSAs).

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

**An HQS checklist and sample contract.**

**Requirements for reporting changes between annual recertifications.**

**The Family Self Sufficiency program and its advantages.**

If the family includes a person with disabilities, the PHA will ensure compliance with CFR 8.6 to ensure effective communication.

**Move Briefing**

**A move briefing will be held for participants who will be reissued a voucher to move, and who have been recertified within the last 120 days, and have given notice of intent to vacate to their landlord. This briefing includes incoming and outgoing portable families.**

### **Owner Briefing**

Briefings are held for owners upon request. Prospective owners are also welcome. The PHA will provide information to any prospective owner/landlord. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three parties.

### **Signature Briefing**

All new owners will be required to attend a signature briefing with the family head at the office to execute contracts and leases. Other owners will be encouraged to attend signature briefings to reduce future conflict between the owner and tenant. The PHA will provide details on the program rules and relationships and responsibilities of all parties.

Interested owners who request to sit in on scheduled family briefings to obtain information about the voucher program will be allowed to do so.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



**C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION**

At the briefing, families are encouraged to search for housing in non-impacted areas and the PHA will provide assistance to families who wish to do so.

The PHA has maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

The assistance provided to such families includes:

**Direct contact with landlords.**

**Counseling with the family.**

**Providing information about services in various non-impacted areas.**

**D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION**

The PHA will give participants a copy of HUD Form 903 to file a complaint.

**E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]**

The owner is not required to but may collect a (one) security deposit from the tenant.

Security deposits charged to families may be any amount the owner wishes to charge, **(subject to the following conditions:)**

**Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law. In New Jersey, a landlord may charge a maximum amount equal to one and one-half month rent for security deposit.)**

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

**F. TERM OF VOUCHER [24 CFR 982.303, 982.54(d)(11)]**

During the briefing session, each household will be issued a voucher, which represents a contractual agreement between the PHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

**Expirations**

The voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the sixty-day period unless an extension has been granted by the PHA.

If the voucher has expired, and has not been extended by the PHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

**Suspensions**

When a Request for Approval of Tenancy is received, the PHA **will not** deduct the number of days required to process the request from the 60-day term of the voucher.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## **Extensions**

**Extensions are permissible at the discretion of the PHA up to a maximum of an additional thirty (30) days primarily for these reasons:**

**Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.**

**The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the PHA, throughout the initial sixty-day period. A completed search record is required.**

### **Assistance to Voucher Holders**

Families who require additional assistance during their search may call the PHA Office to request assistance. Voucher holders will be notified at their briefing session that the PHA periodically updates the listing of available units and how the updated list may be obtained.

The PHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

**The family is required to maintain a search record and report to the PHA every ten (10) days.**

**G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS**  
CFR 982.315]

[24

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the program administrator shall consider the following factors to determine which of the families will continue to be assisted:

**Which of the two new family units has custody of dependent children.**

**The composition of the new family units, and which unit contains elderly or disabled members.**

**Whether domestic violence was involved in the breakup.**

**Which family member was the head of household when the voucher was initially issued (listed on the initial application).**

**Recommendations of social service professionals.**

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the PHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

**H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER [24  
CFR 982.315]**

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

**In order for a minor child to continue to receive assistance as a remaining family member:**

**The court has to have awarded emancipated minor status to the minor, or**

**The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.**

A reduction in family size may require a reduction in the voucher family unit size.

**Any family member(s) leaving the voucher household cannot return to the remaining member's household.**

**Occupancy standards will be applicable to the remaining household member(s). The PHA will re-issue a housing voucher in accordance with established PHA occupancy standards.**

**The remaining household member who has become the new Head of Household must obtain a letter of permission from the PHA and the landlord prior to moving anyone into the assisted unit. Any person residing in the unit without proper authorization is considered to be an unauthorized occupant.**

Reserved



## Chapter 9

# REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

[24 CFR 982.302]

### INTRODUCTION [24 CFR 982.305(a)]

The PHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The PHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the PHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the PHA. This chapter defines the types of eligible housing, the PHA's policies that pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Approval of Tenancy (RFAT).

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan



**A. REQUEST FOR APPROVAL OF TENANCY [24 CFR 982.302, 982.305(b)]**

The Request for Approval of Tenancy (RFAT) and a copy of the proposed lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Approval of Tenancy in the form and manner required by the PHA.

The Request for Approval of Tenancy must be signed by both the owner and voucher holder.

**The PHA will not permit the family to submit more than one RFAT at a time.**

The PHA will review the proposed lease and the Request for Approval of Tenancy documents to determine whether or not they are approvable. The request will be approved if:

The unit is an eligible type of housing

The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)

The rent is reasonable

The security deposit is approvable in accordance with any limitations in this plan.

The proposed lease complies with HUD and PHA requirements (See "Lease Review" section below).

The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below). In addition to the above, at the time a family initially receives assistance in a unit (new admissions and moves), if the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent may not exceed 40 percent of the family monthly adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

**Disapproval of RFAT**

If the PHA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. The PHA will instruct the owner and family of the steps that are necessary to approve the request.

The owner will be given reasonable number of calendar days to submit an approvable RFAT from the date of disapproval.

When, for any reason, an RFAT is not approved, the PHA will furnish another RFAT form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

**B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353]**

The PHA will approve any of the following types of housing in the voucher program:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

**Manufactured homes where the tenant owns the mobile home and leases the pad for [vouchers]**

**Group homes**

**Units owned (but not subsidized) by the PHA (following HUD-prescribed requirements).**

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The PHA may not permit a voucher holder to lease a unit that is receiving project-based Section 8 assistance or any duplicative rental subsidies.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**C. LEASE REVIEW [24 CFR 982.308]**

The PHA will review the lease, particularly noting the probability of approving optional charges and compliance with regulations and state and local law. The tenant also must have legal capacity to enter a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Approval of Tenancy.

The family and owner must submit a standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

The names of the owner and tenant, and

The address of the unit rented (including apartment number, if any), and

The amount of the monthly rent to owner, and

The utilities and appliances to be supplied by the owner, and

The utilities and appliances to be supplied by the family.

The name and address of the banking institution where the security deposit is to be held.

The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is ground to terminate tenancy.

The lease must also provide that owner may evict family when the owner determines that:

Any household member is illegally using a drug; or

A pattern of illegal use of drug by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The lease must provide that the following types of criminal activity by a "covered person" are grounds to terminate tenancy:

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

Any violent criminal activity on or near the premises by a tenant, household member, or guest; or

Any violent criminal activity on the premises by any other person under the tenant's control.

The lease must provide that the owner may terminate tenancy if a tenant 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 (high misdemeanor in NJ); or

Violating a condition of probation or parole imposed under Federal or State law.

**House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the PHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.**

### Actions Before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

The PHA has inspected the unit and has determined that the unit satisfies the HQS;

The PHA has determined that the rent charged by the owner is reasonable;

The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;

The PHA has approved leasing of the unit in accordance with program requirements;

When the gross rent exceeds the applicable payment standard for the family, the PHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

#### **D. SEPARATE AGREEMENTS**

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the PHA.

Any appliances, services or other items, which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the PHA. If agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

**E. INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]**

See "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

**F. RENT LIMITATIONS [24 CFR 982.507]**

The PHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide the PHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the PHA.

**G. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]**

In any of the programs, if the proposed gross rent is not reasonable, at the family's request, the PHA will negotiate with the owner to reduce the rent to a reasonable rent. If, in the voucher program, the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the PHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

At the family's request, the PHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, the PHA will continue processing the Request for Approval of Tenancy and lease. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Tenancy must be submitted by the owner.

If the owner does not agree on the rent to owner after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the family and owner that the lease is disapproved.

## **H. INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)]**

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the landlord at the family's current and prior address.

**The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.**

The PHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

**The PHA will furnish prospective owners with information regarding the Violence Against Women Act of 2006.**

**The PHA will furnish prospective owners with information about the family's rental history, or any history of drug trafficking.**

**The PHA will provide the following information, based on documentation in its possession:**

**Eviction history**

**Damage to rental units**

**Other aspects of tenancy history including but not limited to:**

**Housekeeping, rent payments, complaints**

**Drug trafficking by family members**

The information will be provided for the period while participating in program.

The information will be provided orally, or in writing, if requested.

Only the program administrator and tenant interviewers and investigators may provide this information. The PHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.



**I. OWNER DISAPPROVAL [24 CFR 982.306]**

See chapter on "Owner Disapproval and Restriction."

**J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE**

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, the PHA need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 days old.

## **K. CONTRACT EXECUTION PROCESS** [24 CFR 982.305(c)]

The PHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and the PHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. The PHA will retain a copy of all signed documents.

The PHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The following PHA representative(s) is/are authorized to execute a contract on behalf of the PHA: program administrator, assigned tenant interviewer and investigator, executive director, and assistant executive director.

**Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.**

Owners must provide an employer identification number or social security number.

**Owners must also submit proof of ownership of the property, such as a grant deed or tax bill, and a copy of the management agreement if the property is managed by a management agent.**

**The owner must provide a home telephone number and business number if applicable.**

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

## **L. CHANGE IN OWNERSHIP**

See "Owner Disapproval and Restriction" chapter.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Reserved



Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan



## Chapter 10

# HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

### INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The PHA will inspect each unit under contract at least annually. The PHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the PHA's required standards and to assure consistency in the PHA's program. This chapter describes the PHA's procedures for performing HQS and other types of inspections, and PHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and PHA requirements. (See additions to HQS).

**A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]**

**All units must meet the minimum standards set forth in the City of Vineland's Building/Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.**

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The PHA will not promote any additional acceptability criteria, which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

**If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. The PHA will not conduct a re-inspection.**

There are five types of inspections the PHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Approval of Tenancy.
2. Annual: Must be conducted within twelve months of the last annual inspection.
3. Move-Out/Vacate (for pre 10/2/95 contracts where there could be damage claims)
4. Special/Complaint: At request of owner, family or an agency or third party.
5. Quality Control

**B. INITIAL HQS INSPECTION [24 CFR 982.401(a), 982.305(b)(2)]**

**Timely Initial HQS Inspection**

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within five (5) days after the family and the owner have submitted a request for approval of tenancy.

**For file audit purposes, the PHA will note in each tenant file, the date on which the unit first became available for inspection according to information obtained from the RFAT.**

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the PHA once repairs are completed.

On an initial inspection, the owner will be given up a reasonable number of days to correct the items noted as Fail, at the inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to two (2) re-inspections for repair work to be completed.

If the period given by the inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

**C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]**

The PHA conducts an inspection in accordance with Housing Quality Standards at least annually, **one hundred and twenty (120) days** prior to the last annual inspection, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

The landlord must correct HQS deficiencies, which cause a unit to fail, unless it is a fail for which the tenant is responsible.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice.  
[24 CFR 982.551(d)]

**Inspections will be conducted on business days only.**

**Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:30 p.m.**

**The PHA will notify the family in writing or by phone at least two (2) days prior to the inspection.**

**Inspection: The family and owner are notified of the date and time of the inspection appointment by mail or phone. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within ten (10) days.**

**If the family does not contact the PHA to reschedule the inspection, or if the family misses two (2) inspection appointments, the PHA will consider the family to have violated a Family Obligation. Rental assistance will be abated for the month immediately following the missed inspection dates, thereby making the family responsible for the entire contract rent. If the family does not contact the PHA to reschedule after abatement of rent, their assistance will be terminated in accordance with the termination procedures in the Plan.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan



**Re-inspection:** The family and owner are provided a notice of the inspection appointment by mail. If the family is not at home for the re-inspection appointment, another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner's responsibility to complete repairs.)

The family is also notified that it is a Family Obligation to allow the PHA to inspect the unit. After two scheduled appointments where the tenant has failed to be present for an inspection or re-inspection, the PHA will abate the housing assistance payment paid on behalf of the tenant, thereby making the tenant responsible for the entire contract rent, as a result of non-compliance. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct deficiencies and/or the decision to terminate assistance

### **Time Standards for Repairs**

The owner must correct emergency items, which endanger the family's health or safety, within 24 hours of notification. (See Emergency Repair Items section.)

For non-emergency items, repairs must be made within 30 days.

For major repairs, the PHA housing inspector or program administrator may approve an extension beyond 30 days.

### **Rent Increases**

Rent to owner increases may not be approved if the unit is in a failed condition.

**D. MOVE OUT/VACATE**

A move out inspection will be performed at the request of the tenant or the landlord.

**E. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]**

If at any time, the family or owner notifies the PHA that the unit does not meet Housing Quality Standards; the PHA will conduct an inspection.

The PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The PHA will inspect only the items that were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

**F. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]**

Quality Control inspections will be performed by the program administrator on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401 (a)]**

The PHA adheres to the acceptability criteria in the program regulations and local codes with the additions described below.

**Local Codes** [24 CFR 982.401(a)(4)]

As established by the City of Vineland.

**Additions**

**Walls:**

**In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.**

**Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.**

**Entire interior of unit should have a fresh coat of paint.**

**Windows:**

**All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.**

**Window screens must be in good condition.**

**Any room for sleeping must have a window.**

**All windows should open, stay open and lock w/screens & storm windows if apply.**

**Doors:**

**All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.**

**All interior doors must have no holes, have all trim intact, and be operable without the use of a key.**

**All entrance doors must have single lock hardware. Double key deadbolt locks are not permitted.**

### **Floors:**

**All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.**

**All floors vinyl/tile covering must be secure and clean.**

**Carpet must be shampooed.**

**All floors should be sound and free from hazardous defects.**

**All severely worn floors, linoleum, and/or carpeting must be replaced.**

### **Sinks:**

**All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.**

### **Security:**

**If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.**

### **Bedrooms:**

**Bedrooms in basements or attics are not permitted unless they meet local code requirements and must have adequate ventilation and emergency exit capability.**

### **Kitchen:**

- **All countertops and cabinets should be secure and clean.**
- **The unit must contain adequate space for food preparation in the kitchen. If there is none, owner must provide additional counter space.**
- **The unit must contain an adequate number of cabinets for storage of food. If there is none or what is available is not sufficient, the owner will be required to install additional cabinets.**
- **Any appliances in unit must be working and clean. Range must have a range hood.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

### **General Interior:**

- **All outlets and switches must operate safely and have covers.**
- **Working smoke detectors must be on every floor.**
- **One carbon monoxide detector in unit.**
- **Light fixtures must be secure to ceiling and have covers.**
- **All sinks, toilets, and tubs must work and be free of leaks and clean.**
- **Any severely worn porcelain on bathtubs must be resurfaced or tub replaced.**
- **All bathrooms without windows must have exhaust fans and cover.**
- **All doors (entry, interior and storm) must be hung with hardware attached.**
- **All handrails must be secure.**
- **Heater and hot water heater functional and safe.**
- **Install shower rod.**
- **Install door stops.**
- **Entire unit must be clean and all windows must be clean.**

### **Exterior:**

- **Grass must be cut.**
- **All gutter and downspouts must be in place and working.**
- **Siding must be secure.**
- **All handrails and decking must be secure.**
- **Any cracked, broken or hazardous sidewalks, walkways or driveways must be repaired and/or replaced.**
- **Roof must be free of leaks.**
- **Septic system must work.**
- **No peeling paint of soffit, fascia and window exterior. Any loose or peeling paint must be scraped, sanded and painted.**
- **No loose or missing window glazing. Any loose or missing window glazing must be replaced.**
- **Main electric/meter cable must be secure and outer coating must be intact.**
- **All units must have adequate exterior lighting outside and in common hallways.**

### **Misc.:**

- **Entire unit must be free from trash and debris.**
- **Basement and attic must be free of trash, furniture, all personal items.**
- **Remove and/or secure any wading, in ground, above ground pools or water ponds, where small children will have access to area.**

## **Modifications**

**Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.**

**Extension for repair items not required by HQS will be granted for modifications or adaptations to the unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**H. EMERGENCY REPAIR ITEMS** [24 CFR 982.404(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector:

**Lack of security for the unit**

**Waterlogged ceiling in imminent danger of falling**

**Major plumbing leaks or flooding**

**Natural gas leak or fumes**

**Electrical problem that could result in shock or fire**

**No heat when outside temperature is below thirty-two (32) degrees Fahrenheit and temperature inside unit is below sixty-five (65) degrees Fahrenheit.**

**Utilities not in service**

**No running hot water**

**Obstacle that prevents tenant's entrance or exit**

**Lack of functioning toilet**

If the emergency repair item(s) are not corrected in the period required by the PHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the period required by the PHA, and it is an HQS breach that is a family obligation, the PHA will terminate the assistance to the family.

### **Smoke Detectors**

**Inoperable smoke detectors are a serious health threat and will be treated by the PHA as an emergency (24-hour) fail item.**

**If the smoke detector is not operating properly, the PHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The PHA will re-inspect the unit the following day.**

**If the PHA determines that, the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the PHA will re-inspect the unit the following day.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan



**I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) [24 CFR 982.405, 982.453]**

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner will be abated.

**Abatement**

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for **thirty (30)** days, depending on the nature of the repair(s) needed.

The PHA will inspect abated units within **five (5)** days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

**The owner and family will be notified of the re-inspection date.**

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. **The notice of abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.**

## **Reduction of Payments**

The PHA may grant an extension in lieu of abatement in the following cases:

**There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.**

**The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.**

**The repairs must be delayed due to climate conditions.**

**The extension will be made for a period not to exceed ninety (90) days. At the end of that time, if the work is not completed or substantially completed, the PHA will begin the abatement.**

## **Termination of Contract**

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the PHA may rescind the termination if the tenant chooses to remain in the unit. **No more than one (1) Housing Quality Standards inspection will be conducted after the termination notice is issued.**

Revised by VHA, June 12, 2007  
6/1/01 AdminPlan

**J. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]**

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The PHA may terminate the family's assistance on that basis.

**The inspector will make a determination of owner or family responsibility during the inspection.**

**If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.**

**K. CONSEQUENCES IF FAMILY IS RESPONSIBLE** [24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family make any repair(s) or corrections within **thirty (30)** of days. If the repair(s) or correction(s) are not made in this period, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. The PHA housing inspector or program administrator must approve extensions in these cases. The owner's rent will not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

## Chapter 11

### **OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS** [24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]]

#### **INTRODUCTION**

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date." These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculation methods for the Housing Choice Voucher Program are described at 24 CFR 982.505. The rent calculation formula is specific and is not subject to interpretation.

However, all new leases, moves and new admissions taking effect on or after October 1, 1999 will be subject to the regulations of the new Housing Choice Voucher Program.

The PHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains the PHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

#### **A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM**

The rent to owner is limited only by rent reasonableness. The PHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent to owner.

## **B. MAKING PAYMENTS TO OWNERS [24 CFR 982.451]**

Once the HAP contract is executed, the PHA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made processed to the HAP Register for the following month. Checks are currently disbursed by The Finance department disburses payments each month utilizing ACH payments for Direct Deposit through the PHA's banking institution, to all landlord accounts for the disbursement of all housing assistance payments.

**Housing assistance payments to the owner may be subject to change if the family has incurred a change in family income, composition, or fails to meet family obligations. Any change in rent portions paid by the PHA and the family will be processed in the PHA administration office. Documents will be forwarded to the owner for signature. The owner will receive a copy, the participant will receive a copy and the PHA will retain a copy for its files.**

**In the event a family fails to abide by required Family Obligations, the PHA may have to enforce regulation by imposing full payment of contract rent by the participant. In all cases both the participant and the owner will be notified in writing of such an action. Additional information is found under Chapter 12, Recertifications – Failure to Respond to Notification to Re-certify.**

### **Excess Payments**

The total of rent paid by the tenant plus the PHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the PHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA" chapter of this Administrative Plan.

### **Late Payments to Owners**

**It is a local business practice in Vineland for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically five (5) days past the first of the month.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

If HAP payments are mailed, proof of "Mailed to" date will be the:

**Postage stamped date on the envelope of the HAP payment, or**

**Check Record Report processed by the PHA.**

Proof of "Received by Owner" will be:

**The PHA will make automatic monthly HAP deposits into the bank account of the owner. The date the bank shows as the deposit date will be the official date of record and will be the determining factor in cases involving late payment penalties. The Check Record Report may also serve as proof.**

The PHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the PHA's control, such as a delay in the receipt of program funds from HUD. The PHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

The PHA will not use any program funds for the payment of late fee penalties to the owner.

### C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]

The PHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The PHA will not approve a lease until the PHA determines that the initial rent to owner is a reasonable rent. The PHA must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The PHA must re-determine rent reasonableness if directed by HUD and based on a need identified by the PHA's auditing system. The PHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the PHA.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the PHA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from **newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.**

The market areas for rent reasonableness are **neighborhoods** within the PHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



The following items will be used for rent reasonableness documentation:

Size (number of Bedrooms/square footage)

Location

Quality

Amenities (bathrooms, dishwasher, air conditioning, etc.)

Housing Services

Age of unit

Unit Type

Maintenance

Utilities

## **Rent Reasonableness Methodology**

The PHA maintains an automated database, which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than six (6) months old.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2010 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]**

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the PHA's discretion, the Voucher Payment Standard amount is set by the PHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless HUD has approved an exception payment standard.

The PHA will establish a single voucher payment standard amount for each FMR area in the PHA jurisdiction. For each FMR area, the PHA will establish payment standard amounts for each "unit size". The PHA may have a higher payment standard within the PHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

The PHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

**E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]**

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The PHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. The PHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

**Assisted Families' Rent Burdens**

The PHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

### **Quality of Units Selected**

The PHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

### **PHA Decision Point**

The PHA will review the average percent of income of families on the program. If more than (percent - 25%) of families are paying more than 30% of monthly adjusted income, the PHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the PHA in the Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the PHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, the PHA will continue increasing the payment standard.

### **Rent to Owner Increases**

The PHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

### **Time to Locate Housing**

The PHA may consider the average time period for families to lease up under the Voucher program. If more than fifty (50) percent of Voucher holders are unable to locate suitable housing within the term of the voucher and the PHA determines that this is due to seventy-five (75) percent of rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

### **Lowering of the Payment Standard**

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD

### **Financial Feasibility**

Before increasing the Payment Standard, the PHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the PHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

### **File Documentation**

The PHA will retain a file for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

**F. EXCEPTION PAYMENT STANDARDS**

If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount established by the PHA for the exception area in accordance with regulation at 24 CFR 982.503(c).

**G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM**  
**[(24CFR 982.308(g))]**

The owner is required to notify the PHA, in writing, at least sixty days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements. See 24 CFR 982.503.

Reserved

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2010 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



**Chapter 12**  
**RECERTIFICATIONS**

[24 CFR 982.516]

**INTRODUCTION**

In accordance with HUD requirements, the PHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. This Chapter defines the PHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

**A. ANNUAL ACTIVITIES** [24 CFR 982.516, 982.405]

There are three activities the PHA must conduct on an annual basis. These activities will be coordinated whenever possible:

Recertification of income and family composition

HQS inspection

Rent to owner adjustment (following HUD requirements [regular tenancy certificate only])

The PHA produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to total tenant payment/family share can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Tenant Interviewers and Investigators.

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See "Housing Quality Standards and Inspections" chapter.

Rent adjustments: See "Owner Rents, Rent Reasonableness and Payment Standards" chapter.

**B. ANNUAL RECERTIFICATION/REEXAMINATION** [24 CFR 982.516]

Families are required to be re-certified at least annually.

**Moves Between Reexaminations**

When families move to another dwelling unit:

**An annual recertification will be scheduled and the anniversary date will be changed.**

Income limits are not used as a test for continued eligibility at recertification.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

## **Reexamination Notice to the Family**

The PHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least **one hundred and twenty (120)** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

### **Procedure**

The PHA's procedure for conducting annual recertifications will be:

**Schedule the date and time of appointments and mail a notification to the family.**

### **Completion of Annual Recertification**

The PHA will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

### **Persons with Disabilities**

Persons with disabilities who are unable to come to the PHA's office will be granted an accommodation by conducting the interview **at the person's home or by mail**, upon verification that the accommodation requested meets the need presented by the disability.

### **Collection of Information [24 CFR 982.516(f)]**

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

**The PHA will require the family to complete a Personal Declaration Form prior to all recertification interviews.**

**The PHA representative will conduct an interview utilizing the Personal Declaration Form completed by the family. The information will then be entered into the computer system and a computerized recertification form will be generated. The PHA representative will then review the information with the family and have them sign the form.**

### **Requirements to Attend**

The following family members will be required to attend the recertification interview:

**The head of household and all adult household members**

If the head of household is unable to attend the interview:

**The appointment will be rescheduled**

### **Failure to Respond to Notification to Re-certify**

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to one (1) day prior to the interview. The initial appointment letter states that if the family fails to come in for a second scheduled appointment or comes in unprepared for the recertification, the housing assistance payment to be made on their behalf for the following month will be abated. Therefore, the family will be responsible for payment of the full contract rent for the following month, without any rental assistance.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA will reschedule a second appointment.

**Notification will be sent to the family that if they fail to keep the scheduled appointment, they will be responsible for payment of the full contract rent for the following month, without any rental assistance.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will:

**Abate the housing assistance payment on behalf of the family for the following month and provide notice of termination of assistance to the family, and offer them an informal hearing, in accordance with Chapter 15, Denial or Termination of Assistance - Missed Appointments and Deadlines.**

**The program administrator may make exceptions to these policies if the family is able to document an emergency situation directly related to the immediate family that prevented them from canceling or attending the appointment.**

### **Documents Required From the Family**

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

**Documentation of all assets**

**Documentation of any deductions/allowances**

**Documentation of income for all family members**

**Personal Declaration Form completed by head of household**

**Other - most recently filed 1040 IRS and State Tax forms**

### **Verification of Information**

The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than sixty (60) days old.

### **Tenant Rent Increases**

If tenant rent increases, a thirty-day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

**All increases in income due to employment will be effectuated upon thirty day notice. In the event the family reports a reduction in income immediately after reporting employment (within sixty (60) days, a reduction in family income will not be processed and become effective until sixty (60) days after the increase takes place, if the family reports loss of employment due to any reason other than termination by the employer or medical reason that the person is unable to work.**

### **Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

**A decrease in income must be reported to the PHA no later than the 20<sup>th</sup> day of the month in order to process a reduction in rent effective for the following month.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

### **C. REPORTING INTERIM CHANGES [24 CFR 982.516]**

Program participants must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The PHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

#### **Increases in Income**

##### **Interim Reexamination Policy**

The PHA will conduct interim reexaminations when families have an increase or change in income.

Families will be required to report all increases or changes in income/assets within fifteen (15) days of the increase.

**An Interim will be processed if the Tenant Rent increases by \$20 or more. If the Tenant Rent increase is less than \$20 an interim will not be processed unless a change in employment is involved. The PHA will review the family income, allowances and/or deductions to determine eligibility for an Interim.**

## **Decreases in Income**

Participants may report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The PHA must calculate the change if a decrease in income is reported.

An interim will be processed by the PHA if the reduction in income will reduce the Tenant rent by an amount equal to \$20 or more. If the reduction in Tenant rent is less than \$20 an interim will not be processed. The PHA will review the family income, allowances and/or deductions to determine eligibility for an Interim.

A decrease in income must be reported to the PHA no later than the 20<sup>th</sup> day of the month in order to process a reduction in rent effective for the following month.

In the event the family reports a reduction in income after reporting employment, a reduction in family income will not be processed and become effective until sixty days after the increase, if the family reports loss of employment due to any reason other than termination by the employer or medical reason that the person is unable to work.

## **PHA Errors**

If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.



#### **D. OTHER INTERIM REPORTING ISSUES**

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with **zero or unstable** income every **thirty (30)** days.

Any changes reported by participants other than those listed in this section **will be noted in the file by the staff person** but will not be processed between regularly scheduled annual recertifications.

**E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS [24 CFR 5.615]**

The PHA will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction", which is a reduction in benefits by the welfare agency specifically because of:

- fraud in connection with the welfare program; or
- non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or
- A situation where a family member has not complied with other welfare agency requirements.

**Definition of Covered Family**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## **Definition of "Imputed Welfare Income"**

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency).

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the program administrator will review the calculation for accuracy. If the imputed welfare income amount is correct, the PHA will provide a written notice to the family that includes:

A brief explanation of how the amount of imputed welfare income was determined;

A statement that the family may request an informal hearing if they do not agree with the PHA determination.

### **Verification Before Denying a Request to Reduce Rent**

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

### **Cooperation Agreements [24 CFR 5.613]**

The PHA will rely on the welfare agency's written notice regarding the amount of specified benefit reduction.

The PHA and the local welfare agency have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit Section 8 tenant-based assistance families.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

### **Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of imputed income and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

An explanation for the PHA's determination of the amount of imputed welfare income

A statement that the tenant may request an informal hearing.

**A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be the PHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.**

**F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS** [HUD Notice PIH 98-6]

The HUD Form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are required by the PHA. If the family disagrees with the rent adjustment, they may request an informal hearing.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) [24 CFR 982.516(c)]**

**Standard for Timely Reporting of Changes**

The PHA requires that families report interim changes to the PHA within fifteen (15) days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change must be provided within five (5) days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

**Procedures when the Change is Reported in a Timely Manner**

The PHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported.

**The change may be implemented based on documentation provided by the family, pending third-party written verification.**

### **Procedures when the Change is Not Reported by the Family in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

**Increase in Tenant Rent** will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a **Repayment Agreement or make a lump sum payment.**

**Decrease in Tenant Rent** will be effective on the first of the month following the month that the change was reported.

### **Procedures when the Change is Not Processed by the PHA in a Timely Manner**

"Processed in a timely manner," means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the PHA does not process the change in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



**H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES [24 CFR 982.516(c)]**

(See "Subsidy Standards" chapter.)

**I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]**

Under the Non-citizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Non-citizens Rule was implemented prior to November 29, 1996, and "mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

**The head of household or spouse is a U.S. citizen or has eligible immigrant status;  
AND**

**All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants.  
The family may change the head of household to qualify under this provision.**

**J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES**

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

Reserved

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## Chapter 13

### MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

#### INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction, or to a unit outside of the PHA's jurisdiction under portability procedures. The regulations also allow the PHA the discretion to develop policies, which define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, the PHA's jurisdiction, and the policies for restriction and limitations on moves.

#### A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

The assisted lease for the old unit has terminated because the PHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

**B. RESTRICTIONS ON MOVES** [24 CFR 982.314, 982.552(a)]

Families will not be permitted to move within the PHA's jurisdiction during the initial year of assisted occupancy.

Families who were not residents at the time of registration will not be permitted to move outside the PHA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

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

The PHA will deny permission to move if:

**The family has violated a family obligation.**

**The family owes the PHA money and the account is not current.**

**The family has moved or been issued a voucher within the last twelve (12) months.**

**The Fair Market Rent or Payment Standard at the Receiving PHA is higher than the FMR or PS for the Initial PHA. The FMR or PS must be equal or less than the FMR or PS for the VHA.**

The program administrator may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

If the landlord has succeeded in obtaining a judgment for removal through the judicial court system, rental assistance will be terminated.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## **C. PROCEDURE FOR MOVES [24 CFR 982.314]**

### **Issuance of Voucher**

Subject to the restrictions on moves, if the family has not been recertified within the last 120 days, the PHA will issue the voucher to move **after conducting the recertification or as soon as the family's income is verified.**

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

**The annual recertification date will be changed to coincide with the new lease-up date.**

### **Notice Requirements**

**Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.**

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the PHA simultaneously.

### **Time of Contract Change**

A move within the same building or project, or between buildings owned by the same owner will be processed like any other move, **except that there will be no overlapping assistance.**

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

## **D. PORTABILITY [24 CFR 982.353]**

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and its territories.

## **E. OUTGOING PORTABILITY** [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the PHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

### **Restrictions on Portability**

#### **Applicants**

If neither the head nor spouse had a domicile (legal residence) in the PHA's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless the PHA approves such move. [NOTE: legal domicile is defined by local government.]

For a portable family that was not already receiving assistance in the PHA's based program, the PHA must determine whether the family is eligible for admission under the receiving PHA's program.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances.

The receiving and initial PHA agree to allow the move.

**The family's move relates to an opportunity for education, job training or employment**

**The family's move relates to a medical condition pertaining to the head, spouse or member of the household.**

**The family is involved in an issue of domestic violence and therefore needs to relocate.**

The PHA will not permit families to exercise portability:

If the family is in violation of a family obligation.

If the family owes money to the PHA.

If the family has moved out of its assisted unit in violation of the lease.

Receiving PHA's will be required to submit hearing determinations to the PHA within **ten (10)** days.

**F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]**

**Absorption or Administration**

The PHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portable" voucher by the PHA. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a request for approval of tenancy for an eligible unit to the receiving PHA during the term of the receiving PHA voucher. The receiving PHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in the PHA's jurisdiction, they must contact the initial PHA to request an extension.

**Incoming portable families whose vouchers are being administered will not be absorbed as long as there are eligible applicants on the Waiting List.**

The PHA may absorb vouchers if such absorption does not exceed one percent of households assisted.

**The PHA may absorb incoming portable families provided there is funding available.**

When the PHA does not absorb the incoming voucher, it will administer the initial PHA's voucher and the receiving PHA's policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

The receiving PHA does not re-determine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The PHA will issue a "portability voucher" according to its own Subsidy Standards. If the family has a change in family composition which would change the voucher size, the PHA will verify with the Initial PHA the addition of other persons not previously reported by the Initial PHA. If a change is approved, a voucher will be issued for the proper size based on its own Subsidy Standards.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



### **Income and Total Tenant Payment of Incoming Portables [982.353(d)]**

**As receiving PHA, the PHA will conduct a recertification interview to verify the information provided, if the documents are missing or are over sixty (60) days old, whichever is applicable, or there has been a change in the family's circumstances.**

If the PHA conducts a recertification of the family it will not cause a delay in the issuance of a voucher.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the PHA's jurisdiction, the PHA will refuse to enter into a contract on behalf of the family at \$0 assistance.

### **Requests for Approval of Tenancy**

**A briefing will be mandatory for all portability families.**

When the family submits a Request for Tenancy Approval, it will be processed using the PHA's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the PHA will notify the initial PHA within thirty (30) days.

If the family leases up successfully, the PHA will notify the initial PHA within thirty (30) days, and the billing process will commence.

The PHA will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the voucher.

If the PHA denies assistance to the family, the PHA will notify the initial PHA within [thirty (30) days and the family will be offered a review or hearing.

The PHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside the PHA's jurisdiction under continued portability.

### Regular Program Functions

The PHA will perform all program functions applicable the tenant-based assistance program, such as:

- Annual reexaminations of family income and composition;
- Annual inspection of the unit; and
- Interim examinations when requested or deemed necessary by the PHA

### Terminations

The PHA will notify the initial PHA in writing of any termination of assistance within **thirty (30)** days of the termination. If an informal hearing is required and requested by the family, the PHA, using the regular hearing procedures included in this Plan, will conduct the hearing. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial PHA notifies the PHA that the family is in arrears or the family has refused to sign a payment agreement, the PHA will terminate assistance to the family.

### Required Documents

As receiving PHA, the PHA will require the documents listed on the HUD Portability Billing Form from the initial PHA.

### Billing Procedures

As receiving PHA, the PHA will bill the initial PHA **monthly** for housing assistance payments. The billing cycle for other amounts, including administrative fees and special claims will be **monthly** unless requested otherwise by the initial PHA.

The PHA will bill 100% of the housing assistance payment, 100% of special claims and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher leased as of the first day of the month.

The PHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify the PHA of changes in the administrative fee amount to be billed.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## Chapter 14

### CONTRACT TERMINATIONS

[24 CFR 982.311, 982.314]

#### INTRODUCTION

The Housing Assistance Payments (HAP) contract is the contract between the owner and the PHA, which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

#### A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the PHA may be terminated by the PHA, or by the owner, or tenant terminating the lease.

The PHA will make no future subsidy payments on behalf of the family to the owner after the month in which the contract is terminated. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the PHA for vacancy loss under the provisions of certificate HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

#### B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease.

**C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS**  
[24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of Federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.

Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)

**Evidence of Criminal Activity**

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity:

Regardless of arrest or conviction

Without satisfying the standard of proof used for a criminal conviction

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

### **Termination of Tenancy Decisions**

If the law and regulation permit the owner to take an action but don't require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include:

- The seriousness of the offense
- The effect on the community
- The extent of participation by household members
- The effect on uninvolved household members
- The demand for assisted housing by families who will adhere to responsibilities
- The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action
- The effect on the integrity of the program

### **Exclusion of culpable household member**

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

### **Consideration of Rehabilitation**

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the member:

- Is no longer participating
- Has successfully completed a supervised drug or alcohol rehab program
- Has otherwise been successfully rehabilitated

The owner may require the tenant to submit evidence of any of the three (above).

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR 5.105.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

**The PHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the PHA's decision regarding termination of assistance.**

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

**If the action is finalized in court, the owner must provide the PHA with the documentation, including notice of the lockout date.**

The PHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**D. TERMINATION OF THE CONTRACT BY PHA** [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter)

The PHA may also terminate the contract if:

The PHA terminates assistance to the family.

The family is required to move from a unit when the subsidy is too big for the family size (pre-merger certificate program) or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition (pre-merger certificate and voucher programs).

Funding is no longer available under the ACC.

**The PHA will only issue vouchers if funding is available. The issuance of vouchers must be within the dollar limitations set by HUD regulations and the Annual Contributions Contract budget. The PHA shall strive to maintain all families currently participating in the Section 8 Program, subsidized. However, if funding is not available or funding is limited due to HUD restrictions, the PHA may terminate rental assistance. The PHA will take measures to align the number of families assisted within the scope of available funding dollars. Elderly participants will be exempt from program reduction procedures. In the event the PHA is forced to reduce the number of families assisted, the PHA shall utilize the following criteria in determining termination of rental assistance/contracts:**

1. No new vouchers will be issued to applicants on the waiting list.
2. Assistance will be terminated for:
  - a. Participants who have an established history of non-compliance within the program as recorded in the participants' files.
  - b. Participants who have reported zero income for three consecutive months.
  - c. Participants who have unemployed adult members of household who are not contributing towards HAP.
  - d. Participants who currently owe the PHA money due to intentional, misreported, or failure to report family income.

- e. Participants who have been added to the program within the last twelve months.
- f. Single participants – excluding Elderly or Disabled Head of Household.
- g. Families with non-elderly, non-disabled Head of Household.
- h. Portable voucher holders residing outside the VHA's jurisdiction and being administered by another PHA. The VHA must show proof of inability to pay hap and admin fee and must have given the family the opportunity to return to VHA's jurisdiction.

3. The PHA shall not approve any moves under Portability.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

**Notice of Termination**

When the PHA terminates the HAP contract under the violation of HQS space standards, the PHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



Reserved

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## Chapter 15

### DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

#### INTRODUCTION

The PHA may deny or terminate assistance for a family because of the family's action or failure to act. The PHA will provide families with a written description of the family obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the PHA's informal hearing procedures. This chapter describes when the PHA is required to deny or terminate assistance, and the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

#### A. GROUND FOR DENIAL/TERMINATION [24 CFR 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the PHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability. The PHA may also deny or terminate assistance for a family because of lack of funding to operate the program.

#### Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a tenancy
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

**If termination is due to the reduction or lack of funding, the PHA will notify the participant and landlord at least thirty (30) days in advance of the date of termination.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

**Mandatory Denial and Termination** [24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)]

The PHA must deny assistance to applicants, and terminate assistance for participants if the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the PHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)

The PHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing met amphetamine on the premises of federally assisted housing.

The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that any household member is currently engaging in illegal use of a drug. See section B of this chapter for the PHA's established standards.

The PHA deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that it has reasonable cause to believe that a household member's 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. See Section B of this chapter for the PHA's established standards.

The PHA must deny admission to an applicant if the PHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. See section B of this chapter for the PHA's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The PHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.

The PHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

**Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)]**

The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

**If any family member violates any family obligation under the program as listed in 24 CFR 982.551.**

**If any individual applicant while in the process of being added on to an active participant's household violates any family obligation under the program, including, but not limited to falsification of information, or engaging in any drug-related criminal activity or violent criminal activity, as listed in 24 CFR 982.551.**

**If the PHA does not have any funding or insufficient funding to cover subsidy for applicants, the PHA will suspend issuance of vouchers.**

**If the PHA does not have any funding or insufficient funding to cover subsidy for participants, the PHA will terminate assistance after it provides at least thirty (30) day notice to the participant and the landlord.**

**If any family member has violated the family obligation under 24 CFR 982.551, not engage in any drug-related criminal activity.**

**If any family member has violated the family obligation under 24 CFR 982.551, not engage in any violent criminal activity.**

**If any member of the family has been evicted from federally assisted housing in the last five years.**

**If any applicant while in the process of being added on to an active participant's household, has been evicted from federally assisted housing in the last five years.**

**If any PHA has ever terminated assistance under the program, for any member of the family.**

**If any PHA has ever terminated assistance under the program for any applicant while in the process of being added on to an active participant's household.**

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

**If any applicant while in the process of being added on to an active participant's household, commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

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

**If an applicant while in the process of being added on to an active participant's household, currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**

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

**If the family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. The PHA, at its discretion may offer the family the opportunity to enter into a repayment agreement. The PHA will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)**

**If the family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation.**

**If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.**

**"Abusive or violent behavior towards PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.**

**"Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.**

**Actual physical abuse or violence will always be cause for termination.**

**If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. See section B of this chapter.**

**If any member of the family, commits drug-related criminal activity, or violent criminal activity. (See Section B of this chapter and 982.553 of the regulations)**

**Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER  
CRIMINAL ACTIVITY**

**Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Vineland Housing Authority to fully endorse and implement a policy designed to:

Help create and maintain a safe and drug-free community

Keep our program participants free from threats to their personal and family safety

**Help maintain an environment where children can live safely, learn and grow up to be productive citizens**

**Assist families in their vocational/educational goals in the pursuit of self-sufficiency**

**Administration**

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, or other legally protected groups.

**To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.**

## Screening of Applicants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the PHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior.

Such screening will apply to any member of the household who is 18 years of age or older.

## HUD Definitions

*Covered person*, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

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

*Drug-related criminal activity* means 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.

*Guest*, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

*Household*, for the purposes of 24 CFR Part 982 and this chapter, means the family and PHA-approved live-in aide.

*Other person under the tenant's control*, for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises 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 a legitimate commercial purpose is not *under the tenant's control*.

*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.

Violent criminal activity may include, but is not limited to:

Aggravated assault,

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



Sexual assault

Simple assault

Arson

Burglary

Motor Vehicle Theft

Robbery

Homicide

Weapons shooting

The existence of the above-referenced behavior by any household member, guest or applicant while being included in an active participant's household, regardless of the (head of household) applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

## **Standard for Violation**

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

**The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous three (3) months.**

"Engaged in or engaging in" violent criminal activity means any act within the past three (3) years by an applicant or participant or household member which involved 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, which [resulted in] [did or did not result in] the arrest and/or conviction of the applicant, participant, or household member..

**Any family member is engaging in the activity.**

**The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## **Drug Related and Violent Criminal Activity**

**Ineligibility for admission if Evicted for Drug-Related Activity:** Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a three (3)-year period beginning on the date of such eviction.

**Applicants will be denied assistance if they have been:**

convicted or evicted from Federally assisted housing for violent criminal activity within the last three (3) years prior to the date of the certification interview.

convicted of any violent criminal activity within the last three years prior to the date of certification interview.

## **Denial of Assistance for Sex Offenders**

The PHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening applicants, the PHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

## **Termination of Assistance for Participants**

### **Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity:**

Under the family obligations listed at 24 CFR 982.551, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. HUD regulations at 24 CFR 982.553(b) requires the PHA to establish standards for termination of assistance when this family obligation is violated. The Vineland Housing Authority has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for participants who have been:

**convicted or evicted from a unit assisted under any Federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last three (3) years prior to the date of the notice to terminate assistance.**

**If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity and has been convicted by the court system, the PHA will terminate assistance.**

**If any applicant while in the process of being included to an active participant's household violates the family obligations by engaging in drug-related or violent criminal activity and has been convicted by the court system, the PHA will terminate assistance.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

## **Terminating Assistance for Alcohol Abuse by Household Members**

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the PHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

### **Notice of Termination of Assistance**

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written notice, which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an informal hearing must be received by the PHA.

If the PHA proposes to terminate assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant with a copy of the criminal record.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

## **Required Evidence**

*Preponderance of evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

*Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

**The PHA will pursue fact-finding efforts as needed to obtain credible evidence.**

**The PHA may terminate assistance for criminal activity by a household member under this section if the PHA determines, based on a preponderance of the evidence that the household member has engaged in the criminal activity and has been convicted for such activity.**

**In cases of aggravated or simple assault, ONLY;**

**If an applicant or participant provides evidence of placement in a court's pre-trial intervention program in order to have a charge expunged, the PHA may consider such documentation satisfactory verification for exclusion from denial of assistance or termination of rental assistance.**

**If an applicant verifies that he/she has been placed on probation through the court system, the VHA will place the application back on the waiting list as inactive, until the applicant has completed the probation period and the three-year limitation has been fulfilled. In the event the probation period assigned by the court is more than three years, the VHA will reactivate the application upon completion of the HA's three year policy. It is the responsibility of the applicant to notify the VHA when the time has been completed.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## Confidentiality of Criminal Records

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance.

## POLICY FOR ADMISSION AND TERMINATION OF TENANCY OF PARTICIPANTS

The Vineland Housing Authority requires all applicants coming onto the program and all participants to certify reading established policies, receipt of, explanation of:

### POLICIES REGARDING SCREENING OF APPLICANTS FOR ADMISSION TO SECTION 8 ASSISTED HOUSING AND TERMINATION OF TENANCY OF PARTICIPANTS UNDER SUCH PROGRAM

The screening standards requirements for admission to the Section 8 Assisted Housing Program administered by the Vineland Housing Authority and the requirements for termination of tenancy under such program shall be as follows:

- a) The Housing Authority will prohibit admission of a household that has a member who is subject to lifetime registration as a sex offender under a State registration program.

The Housing Authority will carry out sex offender's registration checks in the State of New Jersey and any state in which the members of the applicant's household are known to have resided.

- b) The Housing Authority will prohibit admission if there is reasonable cause to believe that a household member's abuse or a pattern of abuse of alcohol may threaten the health, safety, peaceful enjoyment of the premises by other residents.
- c) The Housing Authority will prohibit admission of an applicant for three years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of evictions.

The Housing Authority may, at its discretion, admit such household if the person has successfully completed an approved supervised drug rehabilitation program or if the circumstances leading to the eviction do longer exist.

- d) The Housing Authority **will** permanently prohibit/deny admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- e) The Housing Authority **will** prohibit admission of any household member currently engaging in use of a drug or if the Housing Authority has reasonable cause to believe that a household member's illegal use or pattern on illegal use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- f) The Housing Authority **will** prohibit admission if any household member is currently engaged in or has been engaged during a reasonable time before application for admission (within three years) certain other criminal activity, including, but not limited to other drug-related activity, aggravated assault, sexual assault, simple assault, arson, burglary, motor vehicle theft, robbery, homicide, and/or weapons shooting.
- g) The Housing Authority **may** admit a person if a family member is no longer engaged in criminal activity.
- h) If the Housing Authority has previously denied admission to an applicant for criminal activities but now has sufficient evidence that the household member has not engaged in the activity for a reasonable length of time, the owner may admit the applicant.

Sufficient evidence that the person is no longer engaged in the activity may include a personal certification along with supporting documentation from probation offices, landlord, neighbors, social service workers, and review of verified criminal records.

If an owner's action (denial or termination of tenancy) is permitted by law or regulation, but not required, the owner **may or may not** take action in accordance with local standards for admission.

The owner **may** consider the seriousness of the offense, the effect on the community of denial or termination, extent of participation by the leaseholder; the effect on the family that the denial or termination would have; the other families who are waiting for housing who will adhere to lease conditions; the action of the leaseholder to mitigate or prevent offending action; the effect the owner's action will have on the integrity of the program.

- i) When denying or terminating assistance, the Housing Authority **may** consider all relevant circumstances including the seriousness of the case, extent of participation by the individual family member; mitigating circumstances related to the disability of a family member; and the effects denial or eviction would have on the family member not engaged in the activity.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



- j) If a household member has committed acts that would require termination of tenancy, the Housing Authority may require the household to exclude the offending family member in order to continue receiving assistance.
- k) An owner may consider the participation in or completion of a supervised drug rehabilitation program by a family member, if denial of admission or termination of tenancy is based on illegal use of drugs or alcohol and the family member is no longer engaged in using the substance.

The Housing Authority may consider participation in or completion of a supervised drug rehabilitation program if denial or termination of tenancy is based on illegal use of drugs or alcohol abuse and the family member is no longer engaged in the behavior.

The Housing Authority and/or owner may require the applicant to submit verification of rehabilitation. If the family includes a person with disabilities, the Housing Authority's decision shall be subject to consideration of reasonable accommodation.

- l) The Housing Authority will immediately terminate assistance if the Authority determines that any household member has ever been convicted of drug-related criminal activity, manufacture, or production of methamphetamine on the premises of federally assisted housing.
- m) Drug-related criminal activity in, or near the premises by any tenant, household member, or guest is grounds for the owner to terminate the tenancy.

In addition, such activity by any other person under the tenant's control on the premises is grounds for terminating the tenancy.

- n) The Housing Authority may terminate assistance for a family if the Authority determines that any household member is currently engaged in any illegal use of a drug that interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents.
- o) The owner may evict if any household member is illegally using a drug or if an established pattern of illegal use of a drug interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents.
- p) The Housing Authority may terminate assistance for a family currently engaged in any illegal use of a drug, or if a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- q) The owner may terminate assistance if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a crime that is a felony or high misdemeanor under the laws of the State of New Jersey. In addition, the owner may terminate the tenancy if a tenant is violating a condition of probation or parole imposed under Federal or State law.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

- r) The owner may terminate the tenancy for any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including staff residing on premises); or that threatens the health, safety, or right to peaceful enjoyment of those residing in the immediate vicinity of the premises; or for any violent criminal activity on or near the premises by tenant, guest or by any other person under the tenant's control on the premises.
- s) The Housing Authority may terminate tenancy if the Authority determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by the residents.
- t) An owner may terminate the tenancy and evict the tenant by judicial action for criminal activity regardless of whether the covered person has been arrested or convicted for such activity without satisfying the standard of proof used for criminal conviction.
- u) The Housing Authority may terminate for criminal activity based on a "preponderance of the evidence" that a household member has engaged in the criminal activity regardless of whether the household member has been arrested or convicted for such activity.
- v) The Housing Authority shall exercise its right to obtain criminal conviction records from the National Crime Information Center (NCIC), police departments and other law enforcement agencies.

To permit the Authority to obtain criminal history records, every applicant family member eighteen (18) years of age or older) must sign a release form for the search of criminal records.

The Housing Authority may also gather and use criminal history information from other sources (such as the internet or private databanks). The Housing Authority may charge the owner a reasonable fee for the cost of obtaining such records.

The Housing Authority must obtain criminal conviction records, when requested, for the owner of a federal assisted housing unit(s). The Housing Authority may charge the owner a reasonable fee for the cost of obtaining such records.

When the Housing Authority obtains criminal conviction records at the request of an owner, the Housing Authority must determine if the criminal conviction records may be basis for applicant screening, lease enforcement or eviction under HUD regulations and the owner's criteria (as provided by the owner with the request for the records). The household member's consent form must accompany the owner's record request. The Housing Authority must not disclose the contents of the criminal record to the owner unless the owner is proceeding with a judicial eviction process. If the owner requests records for a

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

judicial eviction, the owner must provide the Housing Authority with a certification that the criminal records are necessary to proceed with the eviction. The Housing Authority is not responsible for controlling access to knowledge of each record after disclosure to the owner.

- w) The Housing Authority must ensure that any criminal records received by the Authority under the regulatory provisions are maintained confidentially; not misused or improperly disseminated; and destroyed once the purpose for which the record was requested has been accomplished.

The penalties for misuse of criminal records are as follows:

Criminal penalty – conviction for a misdemeanor and imposition of a penalty of not more than \$5,000 for knowingly and willfully accessing or disclosing or misusing criminal history information in an unauthorized manner.

Civil liability – an applicant or tenant may bring civil action against the Housing Authority or person in district court.

Before denying admission or terminating tenancy, the Housing Authority must provide the subject of the record (and the applicant or the household) with a copy of the criminal conviction record. The Housing Authority must notify the family of the proposed action, and must provide the family an opportunity to contest the accuracy and relevance of the information.

The Housing Authority may not pass along to the applicant the costs of a criminal records check.

- x) The Housing Authority will deny program assistance for an applicant, or terminate program assistance for a participant if the applicant, participant, or any household member has engaged in or threatened abusive or violent behavior toward HA personnel.

“Abusive or violent behavior towards HA personnel” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

“Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

- y) The owner’s termination of assistance must be consistent with fair housing and equal opportunity provisions.

- z) The Housing Authority's admission and eviction actions must be consistent with fair housing and equal opportunity provisions.
- aa) The Housing Authority shall provide all owners with copies of these policies and shall require that owners include the provisions under m, o, q, r and t above in their leases with Section 8 households.

The following definitions relate to the above:

"COVERED PERSON" means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

"GUEST" generally means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

"HOUSEHOLD" usually means the family and Housing Authority-approved live-in aide.

"OTHER PERSON UNDER THE TENANT'S CONTROL" means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

## C. VIOLENCE AGAINST WOMEN ACT OF 2006 (VAWA)

On January 5, 2006, President George W. Bush signed the Violence Against Women Act (VAWA) in to law as Public Law 109-162.

Significant to Public Housing, i.e. Title IV Sections: (603) (606) and [(607) for PHAs], the VAWA prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8 assisted housing, if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 8 of the United States Housing Act of 1937, as amended by VAWA (42 U.S.C. 13925).

Residents are advised that the Vineland Housing Authority subscribes to the federal VAWA law as passed. The Authority has a written Policy for the purpose of ensuring compliance with the Violence against Women Act, as passed on January 5, 2006. This Policy shall pertain to all residents of the Vineland Housing Authority. The Authority's Violence Against Women Policy shall be effective as of the date the VAWA Policy is adopted by the Board of Commissioners.

### THE POLICY

#### PART I: DEFINITIONS OF VIOLENCE

##### 1.1 DOMESTIC VIOLENCE

*[SEC 40002(a) (b) of VAWA 1994]*

The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim, as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

##### 1.2 DATING VIOLENCE

*[SEC 40002(a) (8) of VAWA 1994]*

The term 'dating violence' means violence committed by a person –

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors;

- (i) the length of the relationship
- (ii) the type of relationship
- (iii) the frequency of interaction between the persons involved in the relationship

**1.3 STALKING – “means”**  
*[as provided in Title VI and is specific to the housing provisions]*

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
- (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to causes 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;...”

**1.4 Immediate Family Member – “means with respect to a person –**

- (A) a spouse, parent brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.”

**1.5 Sexual Assault**

As defined in Section 3 of the U.S. Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925)

**PART II TENANT SELECTION**  
**[SEC 607] (Sec. 6(3))**

1.1 The Housing Authority of Vineland shall not deny admission to any applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admissions. Nothing in this section supersedes a Federal, State, or local law that provides greater protection for victims.

Revised by VHA, June 12, 2007  
 10/1/01 AdminPlan



### PART III TENANCY

#### LEASE TERMS REGARDING TERMINATION OF TENANCY [SEC 607: 6(3) subsection (1) (5)]

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

### PART IV TERMINATION OF ASSISTANCE/EVICTION [SEC 607: 6(4) subsection (1) (6) (A)]

- 1.1 Criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control *shall not be cause* for termination of the tenancy or occupancy rights, *if* the tenant or an immediate member of the tenant's family is the victim or threatened of that domestic violence, dating violence, or stalking.
- 1.2 Nothing in [Part V: 1.1] may be construed to limit the Authority, when notified, to honor court orders regarding rights to access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among household members in cases where a family breaks up. [Sec 6 (4) (C)].
- 1.3 Nothing shall limit the Authority to evict a tenant for any violation of a lease not premised on the acts of violence, or for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a "more demanding standard" than non-victims. [Sec 6 (4) (D)].
- 1.4 Nothing shall prohibit eviction if the Housing Authority "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property, if that tenant's tenancy is not terminated." [Sec 6 (4) (E)].
- 1.5 Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence or stalking. [Sec 6 (4) (F)].

### PART V CERTIFICATION [SEC 6(u)]

#### 1.1 CERTIFICATION

##### AGENCY STATEMENT:

The Authority's compliance with this statute based solely on the victim's statement or other

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

corroborating evidence shall not alone be sufficient to constitute evidence of an unreasonable act or omission by the Housing Authority or employee thereof. [Sec 6(u) (F)].

The Housing Authority responding to subsections (1)(5) or (6) (i.e., a claim to protected status under VAWA) and *at the discretion of the Authority* [Sec 6(u)(1)(A)(6)], the Housing Authority of Vineland will require that an individual certify by a HUD-approved certification form (if available) that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the statute. [Sec 6(u) (A)].

Should a HUD-approved certification not be available, an individual claiming domestic violence may satisfy the certification requirements by "providing (to the Authority) with 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 domestic violence, dating violence, or stalking, or the effects of the abuse, in which the professional attests 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, and the victim of domestic, dating violence, or stalking has signed, or attested to the documentation or by providing or producing a Federal, State, tribal territorial, or local police or court record." [Sec 6(u) (C) (i)].

1.1(a) Such certification shall include the name of the perpetrator.

1.1(b) Certification shall be provided within fourteen (14) business days after the Authority requests such certification, in writing.

Nothing in the certification section preempts a Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking. [Sec 6(u) (E)].

## 1.2 FAILURE TO PROVIDE CERTIFICATION

If the individual does not provide the certification within fourteen (14) business days after the Housing Authority as requested such certification in writing, nothing may be construed to limit the authority of the Housing Authority to evict any tenant or lawful occupant that commits violations of a lease. The fourteen (14) day deadline may be extended, at the discretion of the Authority. [Sec 6(u) (B) (5) or (6) of subsection (1)].

## PART VI CONFIDENTIALITY [SEC 6(u) (2) (A)]

### 1.1 INFORMATION OBTAINED THROUGH CERTIFICATION

All information provided to the Housing Authority of Vineland, including the fact that an individual is a victim of domestic violence, dating violence, or stalking shall be retained in

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



confidence and shall neither be entered into any shared database, nor provided to any related entity, except to the extent that disclosure is –

- (i) requested or consented to by the individual, in writing.
- (ii) Required for use in an eviction proceeding under subsection (1) (5) or (6).
- (iii) Otherwise required by applicable law.

## 1.2 NOTIFICATION

The Housing Authority will provide notice to its tenants and their rights under Section 607 of Victims Against Women Act of 2006 (VAWA) including their rights of confidentiality.

Public Housing and Assisted housing participants (Section 8) will be required to sign a statement certifying they have received a copy of the policy, have read the Agency Statement and the Policy has been explained to them.

## CERTIFICATION AND ACKNOWLEDGEMENT OF RECEIPT OF VAWA POLICY

All participants are required to read the agency policy and certify that the policy has been explained to them and they have received a copy.

**CERTIFICATION OF DOMESTIC**

**U.S. Department of Housing**

OMB Approval No. 2577-0249

**VIOLENCE, DATING VIOLENCE,**

**and Urban Development**

Exp. (05/31/2007)

**OR STALKING**

**Office of Public and Indian Housing**

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**Purpose of Form:** The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** A family member must complete and submit this certification, or the information that may be provided in lieu of the certification, within 14 business days of receiving the written request for this certification by the PHA, owner or manager. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by the PHA, manager and owner, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") under the Section 8 or public housing programs apply.

Note that a family member may provide, in lieu of this certification (or in addition to it):

- (1) A Federal, State, tribal, territorial, or local police or court record; or
- (2) 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 domestic violence, dating violence or stalking, or the effects of abuse, in which the professional 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, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

---

**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE:**

**Date Written Request Received By Family Member:**

**Name of the Victim of Domestic Violence:**

**Name(s) of other family members listed on the lease**

**Name of the abuser:**

**Relationship to Victim:**

**Date the incident of domestic violence occurred:**

**Time**

**Location of Incident:**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**Name of victim:**

**Description of Incident:**

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse. I acknowledge that submission of false information relating to program eligibility is a basis for termination of assistance or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

All information provided to a PHA, owner or manager relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence by an owner and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

**D. FAMILY OBLIGATIONS [24 CFR 982.551]**

The family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.

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

The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family as described in 982.404(b).

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

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

The family must notify the owner and, at the same time, notify the PHA before the family moves out of the unit or terminates the lease upon notice to the owner.

The family must promptly give the PHA a copy of any owner eviction notice.

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The PHA must approve the composition of the assisted family residing in the unit. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or PHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

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 as a residence by members of the family.

The family must not sublease or let the unit.

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

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

The family must not own or have any interest in the unit.

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

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

### Housing Authority Discretion [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The PHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The PHA may also review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

### Enforcing Family Obligations

#### Explanations and Terms

The term "promptly" when used with the family obligations always means "within ten (10) days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

#### HQS Breach

The **inspector or supervisor** will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by **the housing inspector or program administrator**.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

**If the owner terminates tenancy through court action for serious or repeated violation of the lease.**

**If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the PHA determines that the cause is a serious or repeated violation of the lease based on available evidence.**

**If there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.**

**Nonpayment of rent is considered a serious violation of the lease.**

## Notification of Eviction

If the family requests assistance to move and they did not notify the PHA of an eviction within five (5) days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

The PHA will deny a family's request to add additional family members who are:

**Persons who have been evicted from public housing.**

**Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.**

**Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.**

**Persons who commit drug-related criminal activity or violent criminal activity.**

**Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.**

**Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**

**Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.**

**Persons who, while in the process of being included in an active participant's household have been evicted or arrested or convicted of any of the aforementioned reasons for denial or make any fraudulent statements or acts.**



### Family Member Moves Out

Families are required to notify the PHA if any family member leaves the assisted household. When the family notifies the PHA, they must furnish the following information:

**The date the family member moved out.**

**The new address, if known, of the family member.**

**A statement as to whether the family member is temporarily or permanently absent.**

**The PHA will not permit any applicant or former member of a participant family who has since become emancipated or voluntarily left the household, to re-enter the household for support or other reasons.**

### Limitation on Profit-Making Activity in Unit

If the PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the PHA determines the business is not legal, it will be considered a program violation.

### Interest in Unit

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

### Fraud

In each case, the PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

**E. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]**

**Denial or Termination due to Ineligible Immigrant Status**

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

**False or Incomplete Information**

The PHA will then verify eligible status, deny, terminate, or prorate as applicable.

**Procedure for Denial or Termination**

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

**F. ZERO (\$0) ASSISTANCE TENANCIES**

**HAP Contracts On or After 10/2/95 [24 CFR 982.455 (a)]**

The family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180-day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

**G. OPTION NOT TO TERMINATE FOR MISREPRESENTATION**

[24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement.

The PHA will not enter into a repayment agreement if the family has previously entered into a repayment agreement.

**H. MISREPRESENTATION IN COLLUSION WITH OWNER**

[24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

**I. MISSED APPOINTMENTS AND DEADLINES**  
[24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

Eligibility for Admissions

Verification Procedures

Certificate/Voucher Issuance and Briefings

Housing Quality Standards and Inspections

Recertifications

Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

**Medical emergency**

**Family emergency**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

**Procedure when Appointments are Missed or Information not Provided**

For most purposes in this Plan, the family will be given two (2) opportunities before being issued a notice of termination or denial for breach of a family obligation.

**All families will be notified of impending appointments by letter. The initial appointment letter states that the family will be responsible for paying the full contract rent for the following month, if, after scheduling a second appointment, the family misses the appointment or information is not provided. If the family fails to comply by the following month, subsidy will again be abated. After the second month of non-subsidy, the Housing Authority will terminate rental assistance to the family.**

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

**The notice may be rescinded if the family offers to cure and the family does not have a history of non-compliance.**

Reserved

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

## Chapter 16

### OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

#### INTRODUCTION

It is the policy of the PHA to recruit owners to participate in the Voucher program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

#### A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The PHA will disapprove the owner for the following reasons:

**HUD or other agency directly related has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.**

**HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.**

**HUD has informed the PHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.**

**Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.**

**In cases where the owner and tenant bear the same last name, the PHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.**

**The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).**

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

**The owner has engaged in drug-related criminal activity or any violent criminal activity.**

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

**The owner has a history or practice of renting units that fail to meet State or local housing codes.**

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

**The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.**

Revised by VHA, June 12, 2007  
10/1/99 AdminPlan



**B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.453]**

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the PHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The PHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

**C. CHANGE IN OWNERSHIP**

A change in ownership does not require execution of a new contract and lease until expiration of the current lease and contract.

The PHA will process a change of ownership upon the request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner.

The PHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

Reserved

Revised by VHA, June 12, 2007  
10/1/99 AdminPlan

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**Chapter 17**

**CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For HAP Contracts Effective Before October 2, 1995)**

Chapter no longer needed because all participants must have been switched to the Housing Choice Voucher Program as of October 1, 2001

## Chapter 17

### PROJECT-BASED VOUCHERS

#### INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.



## **PART I: GENERAL REQUIREMENTS**

### **17-I.A. OVERVIEW [24 CFR 983.5]**

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

#### PHA Policy

The PHA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the PHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

### **17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]**

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

#### PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

#### **17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]**

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

#### **17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]**

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

## PART II: PBV OWNER PROPOSALS

### 17-II.A. OVERVIEW

The PHA must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56, FR Notice 11/24/08], and meets the site selection standards [24 CFR 983.57]. The PHA may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-54].

### 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

- PHA request for PBV Proposals. The PHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the PHA request. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- The PHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.



## Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

PHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

### PHA Policy

#### PHA Request for Proposals for Rehabilitated and Newly Constructed Units

The PHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals.

**[Enter the names of the local newspapers of general circulation, and any trade journals that the PHA intends to use]**

In addition, the PHA will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.

The PHA will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Proposals will be due in the PHA office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the PHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

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

Owner experience and capability to build or rehabilitate housing as identified in the RFP;

Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the PHA will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

### PHA Requests for Proposals for Existing Housing Units

The PHA will advertise its request for proposals (RFP) for existing housing in the following newspapers and trade journals.

#### **The Daily Journal**

In addition, the PHA will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

The PHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program:

Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities:

If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Extent to which units are occupied by families that are eligible to participate in the PBV program.

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

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

The PHA may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

**The Daily Journal**

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

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

- Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities; and

- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

### PHA-owned Units [24 CFR 983.51(e) and 983.59]

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. If the PHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of PHA-owned units, the initial contract rent must be approved by an independent entity based on an appraisal by a licensed, state-certified appraiser. In addition, housing quality standards inspections must be conducted by an independent entity.

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

#### PHA Policy

The PHA may submit a proposal for project-based housing that is owned or controlled by the PHA. If the proposal for PHA-owned housing is selected, the PHA will use a **local qualified Public Housing Authority** to review the PHA selection and to administer the PBV program. The PHA will obtain HUD approval of **the local qualified Public Housing Authority** prior to selecting the proposal for PHA-owned housing.

The PHA may only compensate the independent entity and appraiser from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity and appraiser for their services. The PHA, independent entity, and appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

### **PHA Notice of Owner Selection [24 CFR 983.51(d)]**

The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

#### PHA Policy

Within 10 business days of the PHA making the selection, the PHA will notify the selected owner in writing of the owner's selection for the PBV program. The PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the PHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the PHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The PHA will also post the notice of owner selection on its electronic web site.

The PHA will make available to any interested party its rating and ranking sheets and documents that identify the PHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The PHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The PHA will make these documents available for review at the PHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

### **17-II.C. HOUSING TYPE [24 CFR 983.52]**

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of PHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

The PHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The PHA choice of housing type must be reflected in its solicitation for proposals.

## **17-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS**

### **Ineligible Housing Types [24 CFR 983.53]**

The PHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner and the PHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

### **Subsidized Housing [24 CFR 983.54]**

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

**17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, FR Notice 11/24/08, and FR Notice 7/9/10]**

The PHA may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The PHA must submit the necessary documentation to HUD for a subsidy layering review. Except in cases of HAP contracts for existing structures, or if such reviews have been conducted by the applicable state and local agencies (defined by HUD as qualified housing credit agencies, or HCAs), the PHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD, or an independent entity approved by HUD, has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. However, in order to satisfy applicable requirements, HCAs must conduct subsidy layering reviews in compliance with the guidelines set forth in the *Federal Register* notice published July 9, 2010.

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

**17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT**

**25 Percent per Project Cap [24 CFR 983.56(a), FR Notice 11/24/08]**

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

### **Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b), FR Notice 11/24/08]**

Exceptions are allowed and PBV units are not counted against the 25 percent per project cap if:

- The units are in a single-family building (one to four units);
- The units are *excepted units* in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as *qualifying families*).

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. A PHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the PHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

The PHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. The PHA administrative plan must state the form and frequency of such monitoring.

#### PHA Policy

The PHA on a case by case basis will provide PBV assistance for excepted units.

### **Promoting Partially-Assisted Buildings [24 CFR 983.56(c)]**

A PHA may establish local requirements designed to promote PBV assistance in partially assisted buildings. A *partially assisted building* is a building in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A PHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or the PHA may establish a per-building cap of less than 25 percent.

#### PHA Policy:

The PHA on a case by case basis will provide assistance for excepted units. Beyond that, the PHA will not impose any further cap on the number of PBV units assisted per building.



## 17-II.G. SITE SELECTION STANDARDS

### **Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]**

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

#### PHA Policy

It is the PHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal the PHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, the PHA will grant exceptions to the 20 percent standard where the PHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

- A census tract where there has been an overall decline in the poverty rate within the past five years; or

- A census tract where there are meaningful opportunities for educational and economic advancement.

### **Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]**

The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

### **New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]**

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the PHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

#### **17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]**

The PHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

## **PART III: DWELLING UNITS**

### **17-III.A. OVERVIEW**

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

### **17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]**

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

#### **Lead-based Paint [24 CFR 983.101(c)]**

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

### **17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

## **17-III.D. INSPECTING UNITS**

### **Pre-selection Inspection [24 CFR 983.103(a)]**

The PHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with HQS.

### **Pre-HAP Contract Inspections [24 CFR 983.103(b)]**

The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

### **Turnover Inspections [24 CFR 983.103(c)]**

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

### **Annual Inspections [24 CFR 983.103(d)]**

At least annually during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

### **Other Inspections [24 CFR 983.103(e)]**

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

### **Inspecting PHA-owned Units [24 CFR 983.103(f)]**

In the case of PHA-owned units, the inspections must be performed by an independent agency designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

## **PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS**

### **17-IV.A. OVERVIEW [24 CFR 983.151]**

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

### **17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT**

In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(a)].

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

#### **Content of the Agreement [24 CFR 983.152(c)]**

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

### **Execution of the Agreement [24 CFR 983.153, FR Notice 11/24/08]**

The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for an existing structure or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

#### **PHA Policy**

The PHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

### **17-IV.C. CONDUCT OF DEVELOPMENT WORK**

#### **Labor Standards [24 CFR 983.154(b)]**

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

#### **Equal Opportunity [24 CFR 983.154(c)]**

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

#### **Owner Disclosure [24 CFR 983.154(d) and (e)]**

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

#### **17-IV.D. COMPLETION OF HOUSING**

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

##### **Evidence of Completion [24 CFR 983.155(b)]**

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

##### PHA Policy

The PHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The PHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

##### **PHA Acceptance of Completed Units [24 CFR 983.156]**

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract.

If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.





## **PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)**

### **17-V.A. OVERVIEW**

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

### **17-V.B. HAP CONTRACT REQUIREMENTS**

#### **Contract Information [24 CFR 983.203]**

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.

### **Execution of the HAP Contract [24 CFR 983.204]**

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after the PHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

#### PHA Policy

For existing housing, the HAP contract will be executed within 10 business days of the PHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of the PHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

### **Term of HAP Contract [FR Notice 11/24/08]**

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years.

#### PHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

At any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 15 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

#### PHA Policy

When determining whether or not to extend an expiring PBV contract, the PHA will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority;

The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

***Termination by PHA [24 CFR 983.205(c)]***

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

***Termination by Owner [24 CFR 983.205(d)]***

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.

***Remedies for HQS Violations [24 CFR 983.207(b)]***

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

**PHA Policy**

The PHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

## **17-V.C. AMENDMENTS TO THE HAP CONTRACT**

### **Substitution of Contract Units [24 CFR 983.206(a)]**

At the PHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

### **Addition of Contract Units [24 CFR 983.206(b)]**

At the PHA's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per building and on the overall size of the PHA's PBV program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional PBV units in the same building. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

#### PHA Policy

The PHA will consider adding contract units to the HAP contract when the PHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and

Voucher holders are having difficulty finding units that meet program requirements.

### **17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.206(c) and 983.302(e)]**

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

### **17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.209]**

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS:
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases:
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements:
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence:
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit:
- The amount of the HAP the owner is receiving is correct under the HAP contract:
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units:
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
- The family does not own or have any interest in the contract unit.

## **17-V.F. ADDITIONAL HAP REQUIREMENTS**

### **Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.207(a)]**

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

#### PHA Policy

The PHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The PHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

### **Vacancy Payments [24 CFR 983.352(b)]**

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

#### PHA Policy

The PHA will decide on a case-by-case basis if the PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

## PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

### 17-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

### 17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity.

#### PHA Policy

The PHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

### In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the PHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA's waiting list. Once the family's continued eligibility is determined (the PHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.



### **17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]**

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and PBV assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

#### PHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. The PHA currently has waiting lists for the following PBV projects:

**[Insert list of project/buildings receiving PBV assistance for which separate waiting lists are maintained].**

### **17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]**

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list. For project based voucher developments which are developed in accordance with any other State funding, other criteria may supersede PHA's screening policies in determining the suitability of applicants for housing.

#### **Income Targeting [24 CFR 983.251(c)(6)]**

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

#### **Units with Accessibility Features [24 CFR 983.251(c)(7)]**

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

### **Preferences [24 CFR 983.251(d) , FR Notice 11/24/08]**

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include "excepted units" (units specifically made available for elderly or disabled families, or families receiving supportive services), the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

#### PHA Policy

The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," mobility impaired persons for accessible units). The PHA on a case by case basis will offer additional preferences for the PBV program or for particular PBV projects or units.

## **17-VI.E. OFFER OF PBV ASSISTANCE**

### **Refusal of Offer [24 CFR 983.251(e)(3)]**

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

### **Disapproval by Landlord [24 CFR 983.251(e)(2)]**

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

### **Acceptance of Offer [24 CFR 983.252]**

#### ***Family Briefing***

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

#### ***Persons with Disabilities***

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

#### ***Persons with Limited English Proficiency***

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

## **17-VI.F. OWNER SELECTION OF TENANTS**

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

### **Leasing [24 CFR 983.253(a)]**

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

### **Filling Vacancies [24 CFR 983.254(a)]**

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

#### PHA Policy

The owner must notify the PHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

### **Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]**

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

#### PHA Policy

If any contract units have been vacant for 120 days, the PHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The PHA will provide the notice to the owner within 10 business days of the 120<sup>th</sup> day of the vacancy. The amendment to the HAP contract will be effective the 1<sup>st</sup> day of the month following the date of the PHA's notice.

## 17-VI.G. TENANT SCREENING [24 CFR 983.255]

### **PHA Responsibility**

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

#### PHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a)(4)].

#### PHA Policy

The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

### **Owner Responsibility**

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

## PART VII: OCCUPANCY

### 17-VILA. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

### 17-VILB. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

#### Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The PHA may review the owner's lease form to determine if the lease complies with state and local law. If the PHA determines that the lease does not comply with state or local law, the PHA may decline to approve the tenancy.

#### PHA Policy

The PHA will not review the owner's lease for compliance with state or local law.

#### Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

### **Tenancy Addendum [24 CFR 983.256(d)]**

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

### **Initial Term and Lease Renewal [24 CFR 983.256(f) and 983.257(b)]**

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for "good cause," or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, the PHA must provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.

### **Changes in the Lease [24 CFR 983.256(e)]**

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

### **Owner Termination of Tenancy [24 CFR 983.257]**

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

### ***Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c), FR Notice 11/24/08]***

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

### ***Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]***

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by PHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days.

### **Security Deposits [24 CFR 983.258]**

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

#### PHA Policy

The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.



## 17-VII.C. MOVES

### **Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]**

If the PHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

#### PHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project;

PBV assistance in another project; and

Tenant-based voucher assistance.

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the PHA).

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA.

#### PHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

### **Family Right to Move [24 CFR 983.260]**

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA. If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

**17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.261,  
FR Notice 11/24/08]**

The PHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- In a single-family building;
- Specifically made available for elderly or disabled families; or
- Specifically made available for families receiving supportive services as defined by the PHA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

PHA Policy

The PHA on a case by case basis will provide PBV assistance for excepted units.

## PART VIII: DETERMINING RENT TO OWNER

### 17-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

### 17-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

#### Certain Tax Credit Units [24 CFR 983.301(c), FR Notice 11/24/08]

For certain tax credit units, the rent limits are determined differently than for other PBV units. These different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds a PHA-determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard);

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

However, PHAs are permitted to use the higher Section 8 rent for a tax credit unit if the tax credit rent is less than the amount that would be permitted under Section 8. In these cases, Section 8 rent reasonableness requirements must continue to be met.

### ***Definitions***

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

*Tax credit rent* is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

### **Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]**

When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

### **PHA Policy**

Upon written request by the owner, the PHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The PHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the PHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the PHA determines it is necessary due to PHA budgetary constraints.

### **Redetermination of Rent [24 CFR 983.302]**

The PHA must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

#### ***Rent Increase***

If an owner wishes to request an increase in the rent to owner from the PHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by the PHA. The PHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

#### **PHA Policy**

An owner's request for a rent increase must be submitted to the PHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

The PHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

#### ***Rent Decrease***

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

#### ***Notice of Rent Change***

The rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent. The PHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

#### **PHA Policy**

The PHA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

### **PHA-owned Units [24 CFR 983.301(g)]**

For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The PHA must use the rent to owner established by the independent entity.

### **17-VIII.C. REASONABLE RENT [24 CFR 983.303]**

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA.

#### **When Rent Reasonable Determinations are Required**

The PHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building; or
- There is any other change that may substantially affect the reasonable rent.

#### **How to Determine Reasonable Rent**

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

#### ***Comparability Analysis***

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

#### **PHA-owned Units**

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

### **Owner Certification of Reasonable Rent**

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

### **17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL**

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

#### **Other Subsidy [24 CFR 983.304]**

At its discretion, a PHA may reduce the initial rent to owner because of other governmental subsidies, including grants and other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

#### ***Combining Subsidy***

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

#### **Rent Control [24 CFR 983.305]**

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.





## PART IX: PAYMENTS TO OWNER

### 17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

### 17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

#### PHA Policy

If the PHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

#### PHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 17-VI.F. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.

### **17-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]**

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

#### **Tenant and PHA Responsibilities**

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

#### **Utility Reimbursements**

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

#### PHA Policy

The PHA will make utility reimbursements to the family.

## **17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]**

### **Meals and Supportive Services**

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

### **Other Charges by Owner**

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

## Chapter 18

# OWNER OR FAMILY DEBTS TO THE PHA

[24 CFR 982.552]

### INTRODUCTION

This chapter describes the PHA's policies for the recovery of monies, which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner; the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

**Requests for lump sum payments**

**Civil suits**

**Payment agreements**

**Abatements**

**Reductions in HAP to owner**

**Credit bureaus**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**A. PAYMENT AGREEMENT FOR FAMILIES [24 CFR 982.552 (c)(v-vii)]**

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

**The PHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the PHA.**

**There are some circumstances in which the PHA will not enter into a payment agreement. They are:**

**If the family already has a Payment Agreement in place**

**If the family has entered into a payment agreement in the past**

**If the PHA determines that the debt amount is larger than can be paid back by the family in a reasonable amount of time**

**The maximum amount for which the PHA will enter into a payment agreement with a family is three thousand six hundred dollars (\$3,600).**

**The maximum length of time the PHA will enter into a payment agreement with a family is thirty-six (36) months.**

**Payment Schedule for Monies Owed to the PHA**

The PHA will divide the amount owed by the number of months permitted under the scale in order to arrive at the amount of monthly payment payable by the family, as listed below:

<b>Amount Owed</b>	<b>Maximum time allowable</b>
\$ 1. - 250.	One (1) month
\$ 251. - 500.	Six (6) months
\$ 501. - 1200.	Twelve (12) months
\$ 1201. - 2400.	Twenty-four (12) months
\$ 2401. - 3600.	Thirty-six (36) months

The family has the options of:

1. paying the debt in full in one payment
2. paying the debt by dividing the payments equally within a lesser timeframe
3. utilizing the payment schedule above

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



**B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (c)(v-vii)]**

If a family owes money to the PHA for claims paid to an owner:

**The PHA will enter into a Payment Agreement.**

**Late Payments**

A payment will be considered to be in arrears if:

**The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.**

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the PHA, the PHA will:

**Require the family to pay the balance in full**

**Pursue civil collection of the balance due**

**Terminate the housing assistance**

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

**The family will be permitted to move, unless the family wishes to exercise portability option. In such case, the family will be required to pay the balance in full prior to the approval of portability.**

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

**If the family pays the past due amount, they will be permitted to move.**

**C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION [24 CFR 982.163]**

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

**Family Error/Late Reporting**

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## **Program Fraud**

**Families who owe money to the PHA due to program fraud will be required to pay in accordance with the payment procedures for program fraud, below.**

**If a family owes an amount that equals or exceeds ten thousand (\$10,000) as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.**

### **Payment Procedures for Program Fraud**

**Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:**

**The PHA may continue rental assistance to families owing amounts up to thirty-six hundred dollars. Payment procedures will be followed, as outlined in Repayment Section of this Chapter. Amounts over thirty-six hundred dollars will be referred to the PHA attorney for court action.**

**The PHA will terminate rental assistance if the family refuses to enter into a repayment agreement for any monies due.**

**Failure to enter into a repayment agreement will be cause for legal action by the PHA.**

**D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP**

**Minimum rent arrears that are less than two hundred fifty (\$250) will be required to be paid in full the first month following the end of the minimum rent period.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**E. GUIDELINES FOR PAYMENT AGREEMENTS [24 CFR 982.552(c)(v-vii)]**

**Payment agreements will be executed between the PHA and the head of household and co-head only/head of household and spouse].**

**Payments may only be made by money order or check.**

**A payment agreement will be considered to be in default when it is in arrears for one month.**

**Additional Monies Owed:** If the family already has a payment agreement in place and incurs an additional debt to the PHA:

The PHA will not enter into more than one payment agreement with the family.

**F. OWNER DEBTS TO THE PHA [24 CFR 982.453(b)]**

If the PHA determines that the owner has retained housing assistance or claim payments the owner is not entitled to, the PHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the PHA will:

Require the owner to pay the amount in full within thirty (30) days or

Pursue collections through the local court system and

Restrict the owner from future participation.

**G. WRITING OFF DEBTS**

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than two (2) years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Reserved



Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



## Chapter 19

# COMPLAINTS AND APPEALS

### INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

### A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

The PHA hearing procedures will be provided to families in the briefing packet.

### Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of the PHA or owner.

**Complaints from families will be referred to the program administrator. If a complaint is not resolved, it will be referred to the Executive Director or the Assistant Executive Director.**

Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family.

**Complaints from owners will be referred to the program administrator.**

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the program administrator.

Complaints from the general public: Complaints or referrals from persons in the community in regard to the PHA, a family or an owner.

**Complaints from the general public will be referred to the program administrator. If a complaint is not resolved, it will be referred to the Executive Director or the Assistant Executive Director.**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



## **B. PREFERENCE DENIALS**

When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with PHA staff to discuss the reasons for the denial and to dispute the PHA's decision.

The person who conducts the meeting will be:

An administrative officer of the PHA including the person who made the decision.

## **C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54(d)(12), 982.554]**

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the PHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review if the applicant does not agree with the decision and

The time limit for requesting a review

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The PHA must provide applicants with the opportunity for an informal review of decisions denying:

Listing on the PHA's waiting list

Issuance of a voucher

Participation in the program

Assistance under portability procedures

Informal reviews are not required for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by the PHA

General policy issues or class grievances

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

Refusal to extend or suspend a voucher

A PHA determination not to grant approval of the tenancy

Determination that unit is not in compliance with HQS

Determination that unit is not in accordance with HQS due to family size or composition

### **Procedure for Review**

A request for an informal review must be received **in writing** by the close of the business day, no later than **ten (10)** days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within **ten (10)** days from the date the request is received.

The person who made or approved the decision under review, nor a subordinate of such person may not conduct the informal review.

The review may be conducted by:

**A staff person who is at the supervisory level or above**

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A notice of the review findings will be provided in writing to the applicant within five (5) days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

**D. INFORMAL HEARING PROCEDURES** [24 CFR 982.555(a-f), 982.54(d)(13)]

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations, which will include:

- The proposed action or decision of the PHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the PHA's decision.
- The procedures for requesting a hearing, if the family disputes the action or decision;
- The time limit for requesting the hearing
- To whom the hearing request should be addressed
- A copy of the PHA's hearing procedures

When terminating assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant/participant with a copy of the criminal record upon which the decision to terminate was based.

The PHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following PHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under PHA subsidy standards
- Determination to terminate assistance for any reason
- Determinations to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

The PHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by the PHA

General policy issues or class grievances

Establishment of the PHA schedule of utility allowances for families in the program

A PHA determination not to approve an extension or suspension of a voucher term

A PHA determination not to approve a unit or lease

A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)

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

A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

### Notification of Hearing

It is the PHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within ten (10) days. The notification of hearing will contain:

The date and time of the hearing

The location where the hearing will be held

The family's right to bring evidence, witnesses, legal or other representation at the family's expense

The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.

A notice to the family that the PHA will request a copy of any documents or evidence the family will use at the hearing.

### The PHA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Families have the right to:

Present written or oral objections to the PHA's determination.

Examine the documents in the file that are the basis for the PHA's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at his or her own expense.

**If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family for the current reporting period and correspondence at no cost. The PHA will assess a charge of twenty-five (25) cents per copy for previous reporting periods or correspondence.**

**In no case will the family be allowed to remove the file from the PHA's office.**

In addition to other rights contained in this Chapter, the PHA has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party

Examine and copy any documents to be used by the family prior to the hearing

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by the PHA who is neither the person who made or approved the decision, nor a subordinate of that person. The PHA appoints hearing officers who:

**Are PHA management**

**Are managers from other departments in the government of the jurisdiction**

**Are managers from other PHAs**

**Are professional mediators or arbitrators employed by the county Bar Association/a mediation, dispute resolution, or arbitration service/other.**

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

**If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the PHA shall take effect and another hearing will not be granted.**

The Hearing Officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan



A notice of the hearing findings shall be provided in writing to the PHA and the family within **five (5) days** and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed

The date the decision goes into effect

The PHA is not bound by hearing decisions:

Which concern matters in which the PHA is not required to provide an opportunity for a hearing

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

The PHA shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within **five (5) days**. The letter shall include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

**E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]**

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

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

**INS Determination of Ineligibility**

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

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

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

Deny the applicant family

Defer termination if the family is a participant and qualifies for deferral

Terminate the participant if the family does not qualify for deferral

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

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

**F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES** [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Reserved

Copyright 2001 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Revised by VHA, June 12, 2007  
10/1/01 AdminPlan

## Chapter 20

### SPECIAL HOUSING TYPES

[24 CFR 982.601]

#### INTRODUCTION

The PHA will not set aside any program funding for special housing types, or for a special housing type. The PHA may permit a family may to choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

#### Verification of Need for Reasonable Accommodation

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to the PHA describing how the special housing type requested provides the accommodation of which the person is in need. The program administrator will review the request and documentation. A written response stating approval or disapproval will be sent to the applicant/participant within five (5) days of receipt of the request.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

**A. SINGLE ROOM OCCUPANCY [24 CFR 982.602]**

**There are no SROs in the PHA's jurisdiction.**

The PHA will use a separate lease and housing assistance payment contract for each assisted person residing in a SRO. [24 CFR 982.603]

**SRO Rent and Housing Assistance Payment [24 CFR 982.604]**

**Pre-merger Regular Certificate Program**

The payment standard for SRO housing is 75 percent of the zero bedroom FMR.

**Voucher Program**

The PHA SRO payment standard is 75 percent of the zero bedroom payment standard schedule. For a person residing in an exception area the payment standard is 75 percent of the HUD-approved zero bedroom exception payment standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

**Utility Allowance**

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

**Housing Quality Standards**

The PHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

**B. CONGREGATE HOUSING [24 CFR 982.606]**

An elderly person or a person with disabilities may reside in a congregate housing unit.

The PHA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

**Congregate Housing Lease and HAP Contract [24 CFR 982.607]**

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on the PHA payment standard schedule.

However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one bedroom payment standard amount.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

**Housing Quality Standards**

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan



**C. GROUP HOMES** [24 CFR 982.610, 982.612]

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the PHA, a live-in aide may reside with a person with disabilities.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The PHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

**Group Home Lease and HAP Contract** [24 CFR 982.611]

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in Aide.

**Group Home Rent and HAP Contract** [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the PHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

### Maximum Subsidy

Unless there is a live-in aide, the family unit size is zero. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size.

### Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

### Housing Quality Standards

The PHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

## **D. SHARED HOUSING** [24 CFR 982.615]

### **Occupancy**

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The PHA may approve a live-in aide to reside with a family in order to care for a person with a disability. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with the PHA. However, housing assistance may not be paid on behalf of an owner. The PHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

### **Rent and HAP Contract**

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

### **Maximum Subsidy**

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on the PHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard for the shared housing unit size.

If the PHA approves a live-in aide, the live-in aide will be counted in determining the family unit size.

### **Utility Allowance**

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

### **Housing Quality Standards**

The PHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

## E. COOPERATIVE HOUSING [24 CFR 982.619]

The PHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The PHA will not approve assistance for a family in cooperative housing until the PHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness, and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative's debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The PHA may approve a live-in aide to reside with the family to care for a person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

### Housing Quality Standards

The PHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by 24 CFR 982.401.

**F. MANUFACTURED HOMES** [24 CFR 982.620]

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will provide assistance for a family that owns the manufactured home and leases only the space.

The PHA may approve a live-in aide to reside with a family to care for a person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

**Housing Quality Standards** [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

**Manufactured Home Space Rental** [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

## Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA.

The PHA will not approve a lease for a manufactured home space until the PHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the PHA will re-determine that the rent is reasonable.

The PHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home space.

## Housing Assistance Payments for Manufactured Home Space [24 CFR 982.623]

HUD will determine the FMR for a manufactured home space.

### HAP for the Regular Tenancy Program

For the Regular Tenancy Program the initial rent to owner for leasing a manufactured home space may not exceed the published FMR for a manufactured home space.

During the term of a certificate tenancy, entered prior to the merger date, the amount of the monthly housing assistance payment equals the lesser of:

The manufactured home space cost minus the:

The Total Tenant Payment; OR

The rent to owner for the manufactured home space.

"Manufactured home space cost" means the sum of: the amortization cost, the utility allowance, and the rent to owner for the manufactured home space.

The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount will be reduced by 15 percent to exclude debt service to amortize the cost of furniture, unless the PHA determines that furniture was not included in the purchase price.

Any debt service due to refinancing the manufactured home after purchase of the home is not included in the amortization costs.

The PHA will not approve as part of the monthly amortization payment, set-up charges to be included in the debt service incurred by a family that relocates its home.

The PHA will not include as part of the monthly amortization payment, set-up charges incurred before the family became an assisted family, if monthly payments are still being made to amortize such charges.

### **HAP for the Voucher Tenancy**

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit.

### **Subsidy Calculation for the Voucher Program**

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

The payment standard minus the total tenant payment; or

The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by the PHA:

Rent to owner for the manufactured home space;

Owner maintenance and management charges for the space;

The utility allowance for tenant paid utilities.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan



**Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR 982.624]**

The PHA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

**G. HOMEOWNERSHIP [24 CFR 982.625]**

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

The PHA may make homeownership available to all who qualify, or restrict homeownership to families or purposes defined by the PHA. The PHA may also limit the number of families assisted with homeownership.

**The PHA will offer the homeownership option only to participating families who:**

- **Housing Choice Voucher Families who qualify.**
- **Family Self Sufficiency (FSS) Participants in compliance with the FSS contract.**
- **Family Self Sufficiency (FSS) graduates of the PHA's Family Self-Sufficiency FSS program.**
- **Qualifying families must be employed on a full-time basis for a minimum of twelve (12) consecutive months.**

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

**Eligibility Requirements [24 CFR 982.627]**

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

The family must be a participant on the Housing Choice Voucher Program.

The family may be a participant on the Family Self Sufficiency Program.

The family must qualify as a first-time homeowner, or may be a co-operative member.

The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. Unless the family is elderly or disabled, income from welfare assistance will not be counted toward this requirement.

The family must meet the Federal minimum employment requirement.

At least one adult family member who will own the home must be currently employed full time and must have been continuously employed for one year prior to homeownership assistance.

HUD regulations define "full time employment" as not less than an average of 30 hours per week.

The Federal minimum employment requirement does not apply to elderly or disabled families.

Any family member who has previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.

**The PHA will impose the following additional initial requirements:**

**The family has had no family-caused violations of HUD's Housing Quality standards within the last 2 years.**

**The family is not within the initial 1-year period of a HAP Contract.**

**The family does not owe money to the PHA.**

**The family has not committed any serious or repeated violations of a PHA-assisted lease within the past twenty-four (24) months.**

### **Homeownership Counseling Requirements [24 CFR 982.630]**

When the family has been determined eligible, they must attend and complete homeownership counseling sessions. These counseling sessions will be conducted by the VHA or contracted to a HUD-approved housing counseling agency such as Money Management International Agency. Such counseling shall be consistent with HUD-approved housing counseling.

The following topics will be included in the homeownership counseling sessions:

#### **Pre-Homeownership Seminar:**

Budgeting and money management;

**Credit Counseling (including: applying for Credit Reports. Reviewing and disputing incorrect credit reporting on reports.**

**How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;**

**How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;**

**The methods needed in purchasing a home. The skills needed to negotiate the purchase price of a home.**

**The skills needed in choosing and working with a Real Estate Agent.**

**The methods needed to research and apply for "down-payment" grants to assist with the purchase of a home.**

**Information about RESPA, state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions;**

#### **Post-Homeownership Seminar:**

- **Financial preparation for any repairs on the home.**
- **Home maintenance (including care of the grounds)**
- **Maintenance and upkeep of home for added value.**

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

- **Preparation for annual inspection by the PHA.**
- **Information on predatory Lender's pursuits and Lending derogatory lending practices.**

**Eligible Units [24 CFR 982.628]**

The unit must meet all of the following requirements:

The unit must meet HUD's "Eligible Housing" requirements. The unit may not be any of the following:

A public housing or Indian housing unit;

A unit receiving Section 8 project-based assistance;

A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;

A college or other school dormitory;

On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

The unit already existed or under construction at the time the family was determined eligible for homeownership assistance.

The unit is a one-unit property or a single dwelling unit in a cooperative or condominium.

The unit has been inspected by the PHA and by an independent inspector designated by the family.

The unit meets HUD Housing Quality Standards.

The PHA must not approve the seller of the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

**PHA Search and Purchase Requirements** [24 CFR 982.629]

The PHA has established the maximum time that will be allowed for a family to locate and purchase a home.

The family's deadline date for locating a home to purchase will be **nine months** from the date the family's eligibility for the homeownership option is determined.

The family must obtain financing for the home within **sixty (60) calendar days** of locating a home to purchase.

The family must purchase the home within **one hundred twenty (120) calendar days** of locating a home to purchase.

The PHA will require periodic reports on the family's progress in finding and purchasing a home. **The family will provide such reports at intervals of thirty (30) days.**

If the family is unable to purchase a home within the maximum time limit, the PHA will **continue to provide the family with rental assistance.**

**Inspection and Contract** [24 CFR 982.631]

The unit must meet Housing Quality Standards, and must also be inspected by an independent professional inspector selected and paid by the family.

The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

Foundation and structure;

Housing interior and exterior;

Roofing;

Plumbing, electrical and heating systems.

The independent inspector must not be a PHA employee or contractor. The PHA will not require the family to use an independent inspector selected by the PHA, but the PHA has established the following standards for qualification of inspectors selected by the family.

Copies of the independent inspection report will be provided to the family and the PHA. Based on the information in this report, the family and the PHA will determine whether any pre-purchase repairs are necessary.

The PHA may disapprove the unit for homeownership assistance because of information in the report.

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to the PHA. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home. The contract must also:

Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory;

Provide that the purchaser is not obligated to pay for necessary repairs; and

Contain the seller's certification that he or she has not been debarred, suspended or subject to a limited denial of participation.

### **Financing** [24 CFR 982.632]

The family is responsible for securing financing. The PHA has established financing requirements, listed below, and may disapprove proposed financing if the PHA determines that the debt is unaffordable.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan



**The PHA will prohibit the following forms of financing:**

**balloon payment mortgages**

**variable interest rate loans**

**seller financing**

**seller financing on a case-by-case basis**

**Continued Assistance [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to CFR 982.551 (h) and (i).

The family must supply information to the PHA or HUD as specified in CFR 982.551(b). The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.

The family must notify the PHA before moving out of the home.

The family must notify the PHA if the family defaults on the mortgage used to purchase the home.

No family member may have any ownership interest in any other residential property.

The family must attend and complete all Pre and Post homeownership counseling, ongoing and as available.

The home must pass a HUD Housing Quality Standards yearly inspection.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

**Maximum Term of Homeownership Assistance [24 CFR 982.634]**

Except in the case of elderly or disabled families, the maximum term of homeownership assistance is:

15 years, if the initial mortgage term is 20 years or longer, or

10 years in all other cases.

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced. However, such a family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable.

**Homeownership Assistance Payments and Homeownership Expenses [24 CFR 982.635]**

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher program.

The PHA will pay the homeownership assistance payment to a **designated bank account set up by the participant. The Lender will "swipe" the designated account for the full mortgage payment each month.**

Some homeownership expenses are allowances or standards determined by the PHA in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

Homeownership expenses include:

Principal and interest on mortgage debt.

Mortgage insurance premium.

Taxes and insurance.

The PHA utility allowance used for the voucher program.

The PHA allowance for routine maintenance costs, as applicable. (The participating family will set up a designated savings account for maintenance costs).

The PHA allowance for major repairs and replacements as applicable. (The participating family will set up a designated savings account for major repairs and replacements).

Principal and interest on debt for improvements.

**Portability** [24 CFR 982.636, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and in Chapter 13 of this plan, the family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families.

The receiving PHA may absorb the family into its voucher program, or bill the initial PHA. The receiving PHA arranges for housing counseling and the receiving PHA's homeownership policies apply.

**Moving With Continued Assistance** [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The PHA prohibits more than one move by the family during any one-year period.

The PHA will deny permission to move with continued rental or homeownership assistance if the PHA determines that it does not have sufficient funding to provide continued assistance.

The PHA will require the family to complete additional homeownership counseling prior to moving to a new unit with continued assistance under the homeownership option.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

**Denial or Termination of Assistance [24 CFR 982.638]**

Termination of homeownership assistance is governed by the policies for the Housing Choice Voucher program contained in chapter 15 of the Administrative Plan. However, the provisions of CFR 982.551 (c) through (j) are not applicable to homeownership.

The PHA will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

**The PHA will permit such a family to move with continued voucher rental assistance. However, rental assistance will be denied if the family defaulted on an FHA-insured mortgage, and the family fails to demonstrate that:**

**The family has conveyed, or will convey, title to the home as required by HUD, and**

**The family has moved, or will move, within the period required by HUD.**

**The PHA will terminate homeownership assistance if the family violates any of the family obligations contained in this section.**

**The PHA will terminate homeownership assistance if the family violates any of the following family obligations:**

**Transfer or conveyance of ownership of the home;**

**Providing requested information to the PHA or HUD;**

**Notifying the PHA before moving out of the home;**

### **Pilot Program for Homeownership Assistance for Disabled Families [CFR 982.642]**

The PHA has the option of offering assistance under the pilot program instead of, or in addition to, the homeownership assistance described in this section. Most of the regulations governing homeownership assistance apply to the pilot program.

**Eligibility:** the family must meet the definition of "disabled family." The family is not required to meet the low-income requirement, but annual income cannot exceed 99% of the area median. The family must not be a current homeowner and must close on the home within 3 years of the time the family became eligible for the program. The family need not meet the definition of "first-time homeowner."

**Homeownership Assistance Payments:** Payments are calculated as described in this section. A low-income family receives the full assistance payment. A family whose annual income is between 81% and 89% of area median receives 66% of the assistance payment. A family whose annual income is between 90% and 99% of area median receives 33% of the assistance payment. The PHA must make payments to the family's designated bank account and/or Banking Institution. The Lender will "swipe" designated account for full mortgage payment each month.

**Mortgage Defaults:** The PHA may permit the family to move with continued homeownership assistance if the default is due to catastrophic medical reasons or to the impact of a federally declared disaster.

To the extent applicable, the PHA's policies for homeownership assistance apply to families participating in the pilot program.

### **Recapture of Homeownership Assistance [24 CFR 982.640]**

The PHA will comply with CFR 982.640 in recapturing a percentage of the homeownership assistance provided to the family upon sale or refinancing of the home.

Upon purchase of the home, the family shall execute documentation securing the PHA's right to recapture homeownership assistance.

Revised by VHA, June 14 2007  
10/1/01 AdminPlan

## GLOSSARY

### A. ACRONYMS USED IN SUBSIDIZED HOUSING

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register that is used to compute annual rent adjustment.
<b>ACC</b>	Annual Contributions Contract
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant
<b>CFR</b>	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilations of Federal rules that are first published in the Federal Register and define and implement a statute.
<b>CPI</b>	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
<b>ELI</b>	Extremely low income
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration
<b>FICA</b>	Federal Insurance Contributions Act - Social Security taxes
<b>FmHA</b>	Farmers Home Administration
<b>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>GFC</b>	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
<b>GR</b>	Gross Rent
<b>HAP</b>	Housing Assistance Payment
<b>HAP Plan</b>	Housing Assistance Plan
<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	The Department of Housing and Urban Development or its designee.
<b>HURRA</b>	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
<b>IG</b>	Inspector General
<b>IGR</b>	Independent Group Residence

<b>IPA</b>	Independent Public Accountant
<b>IRA</b>	Individual Retirement Account
<b>MSA</b>	Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PHA</b>	Public Housing Agency
<b>PMSA</b>	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PS</b>	Payment Standard
<b>QC</b>	Quality Control
<b>RFAT</b>	Request for Approval of Tenancy
<b>RFP</b>	Request for Proposals
<b>RRP</b>	Rental Rehabilitation Program
<b>SRO</b>	Single Room Occupancy
<b>SSMA</b>	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
<b>TR</b>	Tenant Rent
<b>TTP</b>	Total Tenant Payment
<b>UA</b>	Utility Allowance
<b>URP</b>	Utility Reimbursement Payment

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



## **B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**1937 ACT.** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

**ADMINISTRATIVE PLAN.** The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The PHA's board must approve the Administrative Plan and any revisions and a copy submitted to HUD as a supporting document to the PHA Plan.

**ABSORPTION.** In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

**ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE").** Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ADA.** Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

**ADJUSTED INCOME.** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the PHA for administration of the program.

**ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve").** Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

**ADMISSION.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**ANNUAL BUDGET AUTHORITY.** The maximum annual payment by HUD to a PHA for a funding increment.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

**ANNUAL INCOME.** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

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

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**BUDGET AUTHORITY.** An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

**CERTIFICATE.** A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

**CERTIFICATE PROGRAM.** Pre-merger rental certificate program.

**CHILD CARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

**COMMON SPACE.** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**CONGREGATE HOUSING.** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

**COOPERATIVE.** A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**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 voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

**COOPERATIVE.** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

**COVERED FAMILIES.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance 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 the assistance.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and auxiliary apparatus for disabled family members that enable a family member (including the disabled family member) to work.

**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 PERSON/FAMILY.** A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

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

**DRUG-RELATED CRIMINAL ACTIVITY.** The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

**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 HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBILITY INCOME.** May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the administrative Plan, which is approved by HUD.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889, which exceeded 25% of the Annual Income. It is no longer used.

**EXCEPTION RENT.** In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an a if HUD finds such variations are necessary due to unusually high or low family incomes.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

**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) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

**FAMILY.** "Family" includes but is not limited to:

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);

An elderly family;

A near-elderly family;

A displaced family

The remaining member of a tenant family; and

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

("Family" can be further defined by the PHA).

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY RENT TO OWNER.** In the voucher program, the portion of the 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 provision of supportive services.

**FAMILY SHARE.** The amount calculated by subtracting the housing assistance payment from the gross rent.

**FAMILY UNIT SIZE.** The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

**FMR/EXCEPTION RENT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

**FUNDING INCREMENT.** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**GROSS FAMILY CONTRIBUTION.** Changed to Total Tenant Payment.

**GROSS RENT.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

**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).

**HAP CONTRACT.** (See Housing Assistance Payments contract.)

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**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. ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract).** A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN.** (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

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

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

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INDIAN.** Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

**INITIAL PHA.** In portability, the term refers to both:

A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

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 HAP contract term.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

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

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LARGE VERY LOW INCOME FAMILY.** Prior to the 1982 regulations, this meant a very low-income family that included six or more minors. This term is no longer used.

**LEASE.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LEASE ADDENDUM.** For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low-income families.

**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. A special housing type. See 24 CFR 982.620 and 982.621.

**MANUFACTURED HOME SPACE.** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total 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. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MERGER DATE.** October 1, 1999.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances or Adjusted Income.

**MONTHLY INCOME.** 1/12 of the Annual Income.

**MUTUAL HOUSING.** 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.

**NEGATIVE RENT.** Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

**NET FAMILY ASSETS.** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NET FAMILY CONTRIBUTION.** Former name for Tenant Rent.

**NON CITIZEN.** A person who is neither a citizen nor a national of the United States.

**OCCUPANCY STANDARDS.** [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OVER-FMR TENANCY (OFTO).** In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** 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 term).

**PAYMENT STANDARD.** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

**PERSON WITH DISABILITIES.** A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**PHA PLAN.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

**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.

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

**PROCESSING ENTITY.** Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

**PROGRAM.** The Section 8 tenant-based assistance program under 24 CFR Part 982.

**PROGRAM RECEIPTS.** HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** PHA includes any State, county, municipality or other governmental entity or public body that is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or

For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

**REASONABLE RENT.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units 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 voucher and provides program assistance to the family.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

**REGULAR TENANCY.** In the pre-merger certificate program: A tenancy other than an over-FMR tenancy.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RENT TO OWNER.** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**RESIDENCY PREFERENCE.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

**RESIDENCY PREFERENCE AREA.** The specified area where families must reside to qualify for a residency preference.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

**RESPONSIBLE ENTITY.** For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECTION 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

**SECURITY DEPOSIT.** A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under the lease.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

**SERVICE PERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**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. A special housing type.

**SINGLE PERSON.** A person living alone or intending to live alone.

**SPECIAL ADMISSION.** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

**SPECIAL HOUSING TYPES.** See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The husband or wife of the head of the household.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) that receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless a Public Housing Agency owns the project;

A Public Housing Project.

**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.

**SUBSTANDARD UNIT.** Substandard housing is defined by HUD for use as a federal preference.

**SUSPENSION/TOLLING.** Stopping the clock on the term of a family's 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. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

**TENANCY ADDENDUM.** For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

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

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

**UNIT.** Residential space for the private use of a family.

**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UTILITIES.** Utilities means water, electricity, gas, other heating, and refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract 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 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 healthy living environment.

**UTILITY REIMBURSEMENT.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS.** (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family that included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**VOUCHER (rental voucher).** A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**VOUCHER HOLDER.** A family holding a voucher with an unexpired term (search time).

**VOUCHER PROGRAM.** The Housing Choice Voucher program.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy that are waiting for subsidy to become available.

**WAITING LIST ADMISSION.** An admission from the PHA waiting list.

**WELFARE ASSISTANCE.** Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, childcare or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

**WELFARE RENT.** This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.

If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

**WELFARE-TO-WORK (WTW) FAMILIES.** Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use



## **C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS.** The documents that must be submitted to evidence citizenship or eligible immigration status.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

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

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**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.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**PHA.** A housing authority that operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" a term recognized by some HUD programs, but not by public and Indian housing programs.

Reserved

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

GL-20

## **PROGRAM INTEGRITY ADDENDUM**

[24 CFR 792.101 to 792.204, 982.54]

### **INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The PHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and fraud.

## A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

**Referrals, Complaints, or Tips.** The PHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

**Internal File Review.** A follow-up will be made if PHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts, which conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.

**Verification of Documentation.** A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

## **B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

***Things You Should Know.*** This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

**Program Orientation Session.** The PHA staff will conduct mandatory orientation sessions for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

**Resident Counseling.** The PHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

**Review and explanation of Forms.** Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

**Use of Instructive Signs and Warnings.** Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

**Participant Certification.** All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

### **C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

**Quality Control File Reviews.** Prior to initial certification, and at the completion of all subsequent recertifications, each participant file will be reviewed. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

**Observation.** The PHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Observations will be documented in the family's file.

Public Record Bulletins may be reviewed by Management and Staff.

**State Wage Data Record Keepers.** Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

**Credit Bureau Inquiries.** Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

At the time of final eligibility determination

When the PHA receives an allegation wherein unreported income sources are disclosed.

When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

**D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The PHA staff will encourage all participating families to report suspected abuse to **the program administrator**. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The **program administrator** will not follow up on allegations that are vague or otherwise non-specific. They will only review allegations that contain one or more independently verifiable facts.

**File Review.** An internal file review will be conducted to determine:

If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

**Conclusion of Preliminary Review.** If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the **program administrator** will initiate an investigation to determine if the allegation is true or false.

**E. OVERPAYMENTS TO OWNERS**

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

**The PHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the PHA or the tenant, as applicable.**

**F. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

**Credit Bureau Inquiries.** In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

**Employers and Ex-Employers.** Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

**Neighbors/Witnesses.** Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

**Other Agencies.** Investigators, caseworkers or representatives of other benefit agencies may be contacted.

**Public Records.** If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

**Interviews with Head of Household or Family Members.** The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. The PHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will the management tolerate inflammatory language, accusation, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan



## **G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA**

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information that may assist in the investigation.

## **H. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

## **I. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

The type of violation (procedural, non-compliance, fraud).

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the family.

If the family is eligible for continued occupancy.

**J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Procedural Non-compliance.** This category applies when the family "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the PHA.

- (a) **Warning Notice to the Family.** In such cases a notice will be sent to the family that contains the following:

**A description of the non-compliance and the procedure, policy or obligation that was violated.**

**The date by which the violation must be corrected, or the procedure complied with.**

**The action that will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.**

2. **Procedural Non-compliance - Overpaid Assistance.** When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the PHA.

A five (5) day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

- (a) Participant Fails to Comply with PHA's Notice. If the Participant fails to comply with the PHA's notice, and a family obligation has been violated, the PHA will initiate termination of assistance.
- (b) Participant Complies with PHA's Notice. When a family complies the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule that was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

3. **Intentional Misrepresentations.** When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, the PHA will evaluate whether or not:

The participant had knowledge that his/her actions were wrong, and

The participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrongdoing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- (a) An admission by the participant of the misrepresentation.
- (b) That the act was done repeatedly.
- (c) If a false name or Social Security Number was used.
- (d) If there were admissions to others of the illegal action or omission.
- (e) That the participant omitted material facts that were known to him/her (e.g., employment of self or other household member).
- (f) That the participant falsified, forged or altered documents.
- (g) That the participant uttered and certified to statements at a interim (re)determination which were later independently verified to be false.

4. **Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) **Criminal Prosecution:** If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA will:

Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

(b) **Administrative Remedies:** The PHA will:

Terminate assistance and execute an administrative repayment agreement in accordance with the PHA's Repayment Policy.

Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

5. **The Case Conference for Serious Violations and Misrepresentations.** When the PHA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

The purpose of such conference is to review the information and evidence obtained by the PHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. The PHA will take any documents or mitigating circumstances presented by the family into consideration. The family will be given five (5) days to furnish any mitigating evidence.

A secondary purpose of the Participant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

The family's ability to understand the rules.

The family's willingness to cooperate, and to accept responsibility for his/her actions

The amount of money involved.

The family's past history

The number of false statements.

6. **Notification to Participant of Proposed Action.** The PHA will notify the family of the proposed action no later than five (5) days after the case conference by certified mail.

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

Reserved



Copyright 2000 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

Revised by VHA, June 14, 2007  
5/1/00 AdminPlan

PI Addendum-11

Housing Authority  
of the  
City of Vineland

RESOLUTION #2007-35

Revisions to the Section 8 Program Administrative Plan

**WHEREAS**, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have an Administrative Plan to cover the Section 8 Housing Choice Voucher Program and its Family Self-Sufficiency Program component for participating Section 8 families, and

**WHEREAS**, said plan outlines the objectives and program functions for Section 8 including:

1. Corrections and changes to the Housing Quality & Work Responsibility Act of 1998.

2. Special Housing Types [24 CFR 982.601] Congregate Housing [24 CFR 982.606], Group Homes [24 CFR 982.612], Manufactured Homes [24 CFR 982.620], and Section 8 Homeownership Program [24 CFR 982.625].

3. Amendment #1 to the Family Self-Sufficiency Program of the Housing Authority of the City of Vineland [24 CFR 984.101 - 401] outlines additional program functions and requirements for Section 8 participants in the Family Self-Sufficiency Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Vineland adopt the revised Administrative Plan and Family Self-Sufficiency Action Plan for the Section 8 Housing Choice Voucher Program.

VINELAND HOUSING AUTHORITY

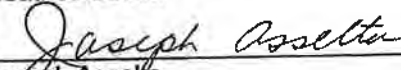
PHA #NJ-063

ADOPTED: June 21, 2007

  
Robert A. D'Orazio - Chairman

  
Chris Chapman - Vice Chairman

Beatrice Corbin

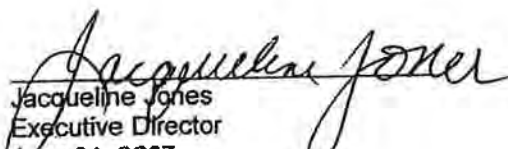
  
Joseph Assetta

  
Sharon Dauto-Baxter

JeAnna Perez

Sheila Brown-Saunders

ATTEST:

  
Jacqueline Jones  
Executive Director  
June 21, 2007

Housing Authority of the City of Vineland  
County of Cumberland  
State of New Jersey

RESOLUTION #2010-34

Resolution Authorizing the Executive Director to Create a  
Section 8 Project Based Voucher Program

**WHEREAS**, the Vineland Housing Authority currently has an allocation of Housing Choice (Section 8) Vouchers, of which HUD Guidelines allow for a percentage to be dedicated to a Section 8 Project Based Voucher (PBV) Program; and

**WHEREAS**, the Vineland Housing Authority can utilize the PBV Program to assist residents at "Existing" as well as "New Construction" projects; and

**WHEREAS**, converting tenant based vouchers to project based vouchers allows for the creation or production of new housing ("New Construction"), Rehabilitated Housing, as well as provides long term housing options for fragile populations such as the elderly or disabled; and

**WHEREAS**, to move forward after approval, the PHA will amend its Section 8 Administrative Plan, notify the local HUD field office, advertise the availability of the program, distribute the RFP, evaluate proposals, if applicable, select a project and make an award or commitment of vouchers.

**NOW THEREFORE BE IT RESOLVED THAT:** ON THIS 3<sup>rd</sup> DAY OF May 2010, by the Board of Commissioners of the Vineland Housing Authority hereby authorizes the Executive Director to create a Section 8 Project Based Voucher Program

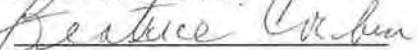
**ADOPTED: May 3, 2010**

  
Robert A. D'Orazio - Chairman

Chris Chapman – Vice Chairman

Joseph Asselta

  
Sharon Dauto-Baxter


  
Beatrice Corbin

Shelia Brown-Saunders

  
Vickie Burk

**ATTESTATION:**

This resolution was acted upon at the Special Meeting of the Vineland Housing Authority's Board of Commissioners held on May 3, 2010 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By:   
Jacqueline Jones  
Secretary/Treasurer

**MOVED/SECONDED:**

Resolution moved by Commissioner **Asselta**

Resolution seconded by Commissioner **Burk**

**VOTE:**

Commissioner	Yes	No	Abstain	Absent
Robert A. D'Orazio - Chairman	✓			
Chris Chapman – Vice Chairman				
Joseph Asselta	✓			
Sharon Dauto-Baxter				
Beatrice Corbin	✓			
Shelia Brown-Saunders				✓
Vickie Burk	✓			

Housing Authority of the City of Vineland  
County of Cumberland  
State of New Jersey

RESOLUTION #2010-54

Revisions to the Section 8 Program Administrative Plan

WHEREAS, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have an Administrative Plan to cover the Section 8 Housing Choice Voucher Program and its Family Self-Sufficiency Program component for participating Section 8 families, and

WHEREAS, said plan outlines the Termination of Assistance for Participants on page 15-11 of the Administrative Plan;

WHEREAS, the Termination of Assistance for Participants currently reads: "if any member of the household violates the family obligations by engaging in drug-related or violent criminal activity and has been convicted by the court system, the PHA will terminate assistance";

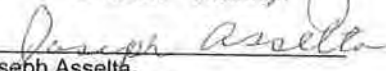
WHEREAS, it is in the best interest of the Vineland Housing Authority to make a revision to read as follows: "If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, the PHA will terminate assistance";

WHEREAS, this language revision will be consistent with the termination standards which are listed as items "a" through "v" beginning on page 15-14 of the Administrative Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Vineland adopt the revised Administrative Plan and Family Self-Sufficiency Action Plan for the Section 8 Housing Choice Voucher Program.

ADOPTED: July 15, 2010

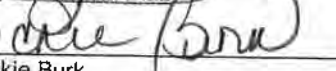
  
Robert A. D'Orazio - Chairman

  
Joseph Asselta

  
Samuel Levy

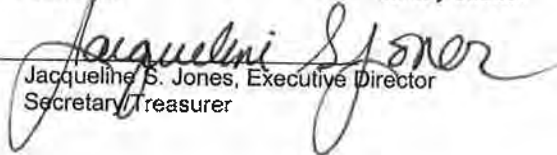
Beatrice Corbin

  
Carmen Nydia Diaz

  
Vickie Burk

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on July 15, 2010 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

MOVED/SECONDED:

Resolution moved by Commissioner *Burk*

Resolution seconded by Commissioner *Levy*

VOTE:

Commissioner	Yes	No	Abstain	Absent
Robert A. D'Orazio - Chairman	✓			
Joseph Asselta	✓			
Samuel Levy	✓			
Beatrice Corbin				
Carmen Nydia Diaz				✓
Vickie Burk	✓			



EISENSTAT, GABAGE & FURMAN  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
1179 EAST LANDIS AVENUE  
VINELAND, NEW JERSEY 08360-4278  
<http://eisenstatgabage.lawoffice.com>

GERALD M. EISENSTAT  
CHARLES W. GABAGE  
HARRY FURMAN

856-691-1200  
FACSIMILE 856-691-0414

June 24, 2010

Mrs. Sandra M. Velez  
Vineland Housing Authority  
191 Chestnut Avenue  
Vineland, NJ 08360

Re: VHA vs. Nitza E. Marcano  
VHA vs. Luz N. Rivera

Dear Sandy:

This will confirm that you have requested my attendance at the Marcano and Rivera hearings scheduled for July 20, 2010. Thank you for providing me with a copy of the relevant documents. At my request you also provided me with a copy of Chapter 15 of the Administrative Plan for Section 8. I call your attention to page 15-11. That page contains the language that will be pressed by Legal Services at the hearing of Marcano. The language is clearly wrong. It provides, "If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity **and has been convicted by the court system, the PHA will terminate assistance**". In order to terminate assistance under this provision, the person would have to engage in drug related criminal activity or violent criminal activity **and be convicted of either of those offenses by a court**. That language should be changed immediately. Please ask Gloria to include a resolution for the commissioners to change that language to delete the words "and has been convicted by the court system".

That language is inconsistent with the termination standards which are listed as items "a" through "v" beginning on page 15-14. Specifically, the language contradicts subparagraph "m". It is also inconsistent with subparagraph "u".

Those latter referenced subparagraphs give the Authority the right to terminate assistance even though there is inconsistency between the language contained in those subparagraphs and the previously referenced paragraph on page 15-11. There is quite a bit of repetition and inconsistencies in the various paragraphs in Chapter 15 and it probably would make sense to clean up everything at the same time. The purpose of this letter is primarily to make you aware of the defense that Legal

Housing Authority of the City of Vineland  
County of Cumberland  
State of New Jersey

RESOLUTION #2012-83

Revisions to the Section 8 Program Administrative Plan

**WHEREAS**, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have an Administrative Plan to manage the Section 8 Housing Choice Voucher Program; and

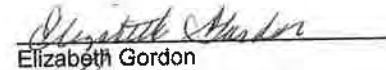
**WHEREAS**, it is the desire of the Board of Commissioners of the Housing Authority of the City of Vineland to revise its Section 8 Program Administrative Plan to include Project-Based Voucher; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Vineland adopt the revised Administrative Plan and Family Self-Sufficiency Action Plan for the Section 8 Housing Choice Voucher Program.

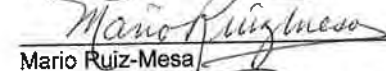
**ADOPTED:** December 20, 2012

  
Robert A. D'Orazio - Chairman

Chris Chapman

  
Elizabeth Gordon

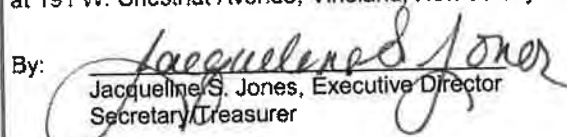
  
Carmen Nydia Diaz

  
Mario Ruiz-Mesa

  
Brian Asselta

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on December 20, 2012 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**MOVED/SECONDED:**

Resolution moved by Commissioner **Diaz**

Resolution seconded by Commissioner **Ruiz-Mesa**

**VOTE:**

Commissioner	Yes	No	Abstain	Absent
Robert A. D'Orazio - Chairman	✓			
Chris Chapman			✓	
Elizabeth Gordon	✓			
Carmen Nydia Diaz	✓			
Mario Ruiz-Mesa	✓			
Brian Asselta	✓			

**Housing Authority of the City of Vineland  
County of Cumberland  
State of New Jersey**

**Resolution #2013-18**

**Resolution Adopting Revisions to the  
Section 8 Housing Choice Voucher Program Administrative Plan  
and  
The Public Housing Admissions and Continued Occupancy Policy**

**WHEREAS**, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have an Administrative Plan to cover the Section 8 Housing Choice Voucher Program and its Family Self-Sufficiency Program component for participating Section 8 families, and

**WHEREAS**, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have Admissions and Occupancy Policy (ACOP) for its Public Housing Program, and

**WHEREAS**, said plan and policy outline the objectives and program functions for the Section 8 Housing Choice Program and the Public Housing Program; and

**WHEREAS**, the revisions to the Section 8 Housing Choice Program Administrative Plan and the Admissions and Continued Occupancy Policy are updating said plan and policy according to the U.S. Department of Housing and Urban Development **NOTICE PIH 2013-03** issued January 22, 2013; and


**WHEREAS**, the revisions allow for Temporary Compliance Assistance such as:

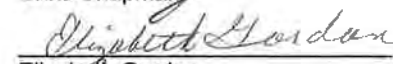
- Allow option to use participants' actual past income in verifying income;
- Allow households to self-certify as to having assets of less than \$5,000;
- Allow optional streamlined annual reexaminations for elderly families and disabled families on fixed incomes'
- Allow PHAs to establish a payment standard of not more than 120% of the fair market rent without HUD approval as a reasonable accommodation (Housing Choice Program only) ;

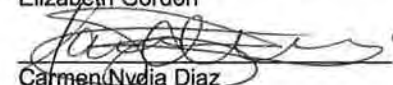
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Vineland adopt the revised Administrative Plan for the Section 8 Housing Choice Voucher Program and the Admissions and Continued Occupancy Policy for the Public Housing Program.

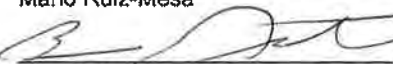
**ADOPTED:** March 21, 2013

  
Robert A. D'Orazio - Chairman

  
Chris Chapman

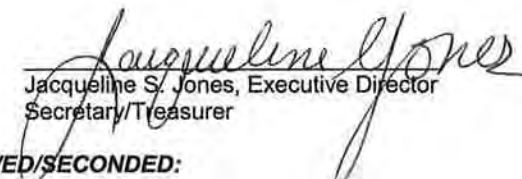
  
Elizabeth Gordon

  
Carmen Nydia Diaz

Mario Ruiz-Mesa  
  
Brian Asselta

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners March 21, 2013 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**MOVED/SECONDED:**

Resolution moved by Commissioner *Asselta*

Resolution seconded by Commissioner *Chapman*

**VOTE:**

Commissioner	Yes	No	Abstain	Absent
Robert A. D'Orazio - Chairman	✓			
Chris Chapman	✓			
Elizabeth Gordon	✓			
Carmen Nydia Diaz	✓			
Mario Ruiz-Mesa				✓
Brian Asselta	✓			

Housing Authority of the City of Vineland  
County of Cumberland  
State of New Jersey

RESOLUTION #2013-35

Resolution Adopting Revisions to the Section 8 Program Administrative Plan's  
Guidelines for Determining Voucher Size

WHEREAS, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have an Administrative Plan to manage the Section 8 Housing Choice Voucher Program; and

WHEREAS, said plan outlines the guidelines for determining voucher size on page 5-2 of the Administrative Plan;

WHEREAS, it is the desire of the Board of Commissioners of the Housing Authority of the City of Vineland to revise its Section 8 Program Administrative Plan's guidelines for determining voucher size; and

WHEREAS, it is in the best interest of the Housing Authority of the City of Vineland to revise the guidelines by eliminating the following guidelines:

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under age five (5)).
- Live in attendants will generally be provided a separate bedroom; and

WHEREAS, the Housing Authority of the City of Vineland's Section 8 Administrative Plan's Guidelines for Determining Voucher Size will be as follows:

The PHA assigns one bedroom to two people within the following guidelines:

Single person families shall be allocated zero or one bedroom in accordance with the unit they have located.

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household	
	Minimum Number	*Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8
5 Bedroom	5	10
6 Bedroom	6	12

\*Local occupancy codes are used for determination of maximum occupancy.

WHEREAS, these guidelines are in compliance with the guidelines stated in the CFR 982.402.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Vineland adopt the revised Administrative Plan for the Section 8 Housing Choice Voucher Program as stated above.

ADOPTED: May 16, 2013

  
Robert A. D'Orazio - Chairman

  
Chris Chapman

  
Elizabeth Gordon

Carmen Nydia Diaz

*Mario Ruiz-Mesa*  
 Mario Ruiz-Mesa  
*Brian Asselta*  
 Brian Asselta

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on May 16, 2013 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By: *Jaqueline S. Jones*  
 Jacqueline S. Jones, Executive Director  
 Secretary/Treasurer

**MOVED/SECONDED:**

Resolution moved by Commissioner *Asselta*

Resolution seconded by Commissioner *Ruiz-Mesa*

**VOTE:**

Commissioner	Yes	No	Abstain	Absent
Robert A. D'Orazio – Chairman	✓			
Chris Chapman	✓			
Elizabeth Gordon	✓			
Carmen Nydia Diaz				✓
Mario Ruiz-Mesa	✓			
Brian Asselta	✓			

**Housing Authority of the City of Vineland  
County of Cumberland  
State of New Jersey**

**RESOLUTION #2013-64**

**Resolution Adopting Revisions to the Section 8 Program Administrative Plan's  
Part V: Housing Assistance Payments Contract (HAP) – Section 17-V.B.**

**WHEREAS**, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have an Administrative Plan to manage the Section 8 Housing Choice Voucher Program; and

**WHEREAS**, it is the desire of the Board of Commissioners of the Housing Authority of the City of Vineland to revise its Section 8 Program Administrative Plan's Section 17-V.B. HAP Contract Requirements (Contract Information [24 CFR 983.203]); and

**WHEREAS**, said Section reads as follow:

**17-V.B. HAP CONTRACT REQUIREMENTS**

**Contract Information [24 CFR 983.203]**

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.


**WHEREAS**, it is in the best interest of the Housing Authority of the City of Vineland to revise the Section 17-V.B. HAP Contract Requirements (Contract Information [24 CFR 983.203]) to include the following:

- The owner's Resident Selection Plan or Tenant Screening Criteria.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Vineland adopt the revised Administrative Plan for the Section 8 Housing Choice Voucher Program as stated above.

**ADOPTED:** August 15, 2013

  
Robert A. D'Orazio – Chairman

  
Chris Chapman

  
Elizabeth Gordon

  
Carmen Nydia Diaz

Mario Ruiz-Mesa  
Mario Ruiz-Mesa  
Brian Asselta  
Brian Asselta

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Vineyard Housing Authority's Board of Commissioners held on August 15, 2013 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineyard, New Jersey 08360.

By: Jacqueline S. Jones  
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**MOVED/SECONDED:**

Resolution moved by Commissioner Chapman  
Resolution seconded by Commissioner Asselta

**VOTE:**

Commissioner	Yes	No	Abstain	Absent
Robert A. D'Orazio – Chairman	✓			
Chris Chapman	✓			
Elizabeth Gordon	✓			
Carmen Nydia Diaz	✓			
Mario Ruiz-Mesa	✓			
Brian Asselta	✓			



## **PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)**

### **17-V.A. OVERVIEW**

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

### **17-V.B. HAP CONTRACT REQUIREMENTS**

#### **Contract Information [24 CFR 983.203]**

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.
- The owner's Resident Selection Plan or Tenant Screening Criteria.

Housing Authority of the City of Vineland  
County of Cumberland  
State of New Jersey

RESOLUTION #2015-22

A Resolution to Amend the Public Housing Admissions and Occupancy (ACOP) and the Section 8 Housing Choice Voucher Administration Plan (Admin Plan)

WHEREAS, it becomes necessary for the Vineland Housing Authority to include the provisions of various regulation changes as published in the Code of Federal Regulations (CFR) by the executive department of the Department of the Housing and Urban Development (HUD); and

WHEREAS, regulation changes have been published and titled Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Rule) per 24 CFR 5.105(a)(2) and changes have been published concerning the existing Violence Against Women Act (VAWA) per CFR 24 5.91.880; and

WHEREAS, both changes to the Equal Access Rule and VAWA pertain to the ACOP and to the Admin Plan; and

WHEREAS, the summary of changes to the Equal Access Rule and VAWA are as follows:

Equal Access Rule

- a) All HUD assisted housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status;
- b) No administrator of HUD assisted housing may inquire about the sexual orientation or gender identity of an applicant for purposes of determining eligibility;

VAWA

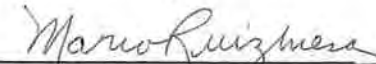
- a) Prohibits survivors of domestic violence, dating violence and stalking from being evicted or denied housing assistance based on acts or violence committed against them;
- b) Documentation of domestic violence can be a HUD-approved form, a police or court record; or a signed statement from a victim service provider, an attorney or medical provider;
- c) The documentation of domestic violence shall not be entered into a shared database or provided to any related entity;
- d) Certain restrictions regarding the portability of Section 8 vouchers do not apply when a victim must move for health or safety reasons;


WHEREAS, the both the ACOP and Administrative Plan are being amended to be consistent with both the Equal Access Rule and the VAWA regulations;

WHEREAS, this revision was submitted to the Board of Commissioners, who by their signatures, hereby indicate they have read and approved said Amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves this Amendment in its full content.

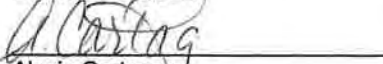
ADOPTED: June 18, 2015

  
Mario Ruiz-Mesa - Chairman

  
Chris Chapman

Nicholas Fiocchi

  
Elizabeth Gordon

  
Alexis Cartagena

Daniel Peretti

  
Brian Asselta

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on June 18, 2015 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By:

*Jacqueline S. Jones*  
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**MOVED/SECONDED:**

Resolution moved by Commissioner *Asselta*

Resolution seconded by Commissioner *Chapman*

**VOTE:**

Commissioner	Yes	No	Abstain	Absent
Chris Chapman	✓			
Elizabeth Gordon	✓			
Brian Asselta	✓			
Alexis Cartagena	✓			
Nicholas Fiocchi				✓
Daniel Peretti				✓
Mario Ruiz-Mesa -- Chairman	✓			

**Housing Authority of the City of Vineland  
County of Cumberland  
State of New Jersey**

**RESOLUTION #2015-49**

**Resolution Adopting Revisions to the Section 8 Program Administrative Plan's  
Guidelines for Project Based Vouchers**

**WHEREAS**, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have an Administrative Plan to manage the Section 8 Housing Choice Voucher Program; and

**WHEREAS**, said plan provides guidelines for Project Based Vouchers; and

**WHEREAS**, said plan outlines the guidelines for determining family unit size; and

**WHEREAS**, it is the desire of the Board of Commissioners of the Housing Authority of the City of Vineland to revise its Section 8 Program Administrative Plan's guidelines for determining family unit size for Project Based Vouchers; and

**WHEREAS**, the Housing Authority of the City of Vineland's Section 8 Administrative Plan's Guidelines for Determining family unit size for Project Based Vouchers will be as follows:

Children of separate genders regardless of age (i.e., from birth) will be allocated separate bedrooms;

Children of the same gender with an age difference exceeding five (5) years will be allocated separate bedrooms;

Unrelated adults of the same gender will be allocated separate bedrooms;

Single person families shall be allocated one bedroom;


Live-in aides will be allocated a separate bedroom;

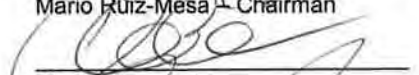
Guidelines for determining family unit size may be waived for applicants requiring accessible units;

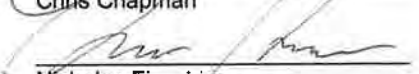
**WHEREAS**, these guidelines are in compliance with the guidelines stated in the CFR 982.402.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Vineland adopt the revised Administrative Plan for the Section 8 Housing Choice Voucher Program Project Based Vouchers as stated above.

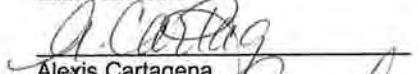
**ADOPTED:** September 17, 2015

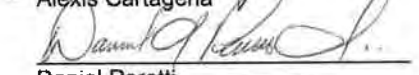
  
\_\_\_\_\_  
Mario Ruiz-Mesa - Chairman

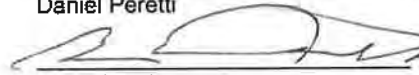
  
\_\_\_\_\_  
Chris Chapman

  
\_\_\_\_\_  
Nicholas Focchi

\_\_\_\_\_  
Elizabeth Gordon

  
\_\_\_\_\_  
Alexis Cartagena

  
\_\_\_\_\_  
Daniel Peretti

  
\_\_\_\_\_  
Brian Asseita

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on September 17, 2015 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By: *Jacqueline S. Jones*  
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**MOVED/SECONDED:**  
Resolution moved by Commissioner *Asselta*  
Resolution seconded by Commissioner *Peretti*

**VOTE:**

Commissioner	Yes	No	Abstain	Absent
Chris Chapman	✓			
Elizabeth Gordon				✓
Brian Asselta	✓			
Alexis Cartagena	✓			
Nicholas Fiocchi	✓			
Daniel Peretti	✓			
Mario Ruiz-Mesa - Chairman	✓			