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BACKGROUND AND ADMINISTRATION OF PROGRAMS

The Housing Authority was created to assist low-income families in obtaining decent, safe, and sanitary housing, at an affordable cost. Since that time the PHA has functioned continuously, managing Public Housing and Housing Choice Vouchers (HCVs).

The Housing Choice Vouchers enable families to acquire modest, decent, safe, sanitary and affordable housing by utilizing existing units in the local rental market. Families are able to choose a unit (meeting the criteria outlined in this policy) suitable for their individual needs in the jurisdictional area of the Housing Authority.

The PHA will target at least 75% of admissions to families with incomes that do not exceed 30% of the PHA's area median income. The PHA may exercise its discretionary provisions of the regulations that permit fungibility between its Public Housing and Housing Choice Vouchers in meeting the targeting goals.

The Housing Authority at its discretion may administer a homeownership program based on local housing needs. This position will be reviewed annually and revised as appropriate.

The PHA administers the Housing Choice Voucher program in accordance with HUD regulations. The PHA will permit the use of HCVs for special housing programs administered by providers of services designed to assist targeted special needs populations, at the discretion of the Executive Director. The PHA will permit families to rent or lease manufactured homes when the lot/space on which the manufactured home sits is a part of the rent or lease. The PHA will not provide assistance for only the rental or leasing of spaces for owners of manufactured homes.

The Housing Choice Vouchers will be administered in accordance with this Policy, Federal Regulations, HUD Handbooks for the Housing Choice Vouchers program, and any pertinent state and local laws.

PLAN PURPOSE

The purpose of this plan is to meet HUD requirements, establish local policies for program interpretation and the PHA discretionary areas, aid the Housing Choice Vouchers staff in program procedures to ensure consistency, and provide program information (in an understandable format) to applicants and/or participants. It is not the intent of this plan to replace and/or cite all Federal Regulations verbatim, but to summarize and support the regulations and program Handbooks.

OUTREACH TO FAMILIES AND OWNERS

Special outreach efforts may be necessary when the number of families on the waiting list is insufficient to maintain the leasing schedule or to attract groups that are not adequately represented in the assisted families such as the elderly or male head of household.

The following sources will be used by the PHA for outreach to both families and owners of rental property:

- Announcements, news articles, paid advertisements that serve the PHA's jurisdictional area;
 - Public Service announcements on local television and radio stations;
 - Contact and coordination with local human service agencies that serve the PHA's jurisdictional area;
 - Personal contact on a one-to-one basis with local Realtors, apartment managers, and other property owners. The PHA will encourage participation by owners of units located outside areas of poverty or minority concentration, by providing special presentations, advertisements or announcements designed to foster participation by potential landlords;
 - Special presentations, as necessary, developed for local churches or other civic organizations;
- and
- Coordination with the City/County.

PRIVACY OF APPLICANT/PARTICIPANT INFORMATION

The following laws authorize the collection of family income & other necessary information to determine an applicant's eligibility, unit size, & income for purposes of calculating the family's rent: Quality Housing and Work Responsibility Act of 1998, U.S. Housing Act of 1937, Section 214 of the Housing and Community Development Act of 1980 (Alien Rule), Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. The Housing and Community Development Act of 1987 requires applicants & program participants to submit the social security numbers of all household members.

The PHA may conduct a computer match to verify the information provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. All requested information must be provided, including evidenced verification of all social security numbers for all family members. Failure to provide any of the requested information will result in a rejection of an applicant's eligibility approval.

DEFINITIONS

Act- Quality Housing & Work Responsibility Act of 1998 (QHWRA) and Housing Act of 1937.

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

Adult- A household member who is 18 years or older or who is the head of household, or spouse, or co-head.

Adjusted Income- Annual gross income less any adjustments permitted by Federal Regulations. See 24 CFR Part 5, Section 5.611.

Affordability Requirement- At the time a family initially receives assistance for occupancy of a dwelling unit, and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed 40% of the family's monthly adjusted income.

Allowances. HUD approved deductions from annual gross income to determine adjusted income.

Annual Contributions Contract (ACC). A contract (in the form prescribed by HUD) for loans and contributions, which may be in the form of grants, whereby HUD agrees to provide financial assistance and the PHA agrees to comply with HUD requirements for the development and operation of a public housing complex, or to cover housing assistance payments and other expenses for tenant-based programs.

Annual Income- Defined in 24 CFR Part 5, Section 5.609.

Applicant or applicant family- A family that has applied for admission to a program, but is not yet a participant in the program.

Assets- See definition for Net Family Assets.

Asset Income- Income received from assets held by family members. If assets total more than \$5,000, income from the asset income or imputed asset income is counted in annual income.

Assisted Lease (or "Lease")- A written agreement between an owner and a family for the leasing of a unit by the owner to the family with assistance payments under a Housing Assistance Payments (HAP) contract between the owner and the PHA.

Child care expenses- Allowable deduction from annual gross income. Must be reasonable and verifiable.

Citizen- A citizen (by birth or naturalization) or national of the United States.

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

Contract Rent- The total amount of rent specified in the Housing Assistance Payment Contract as payable to the owner by the family and/or by the PHA on the family's behalf.

Credible Evidence- Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

Decent, safe and sanitary- Housing is decent, safe and sanitary if the requirements of the federal regulations are met.

Deductions- Federally mandated allowable deductions from annual gross income.

Dependent- A member of the family household (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is person with a disability, or is a full-time student.

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

Disabled person- See Person with Disabilities.

Disabled family- A family whose head, spouse, or sole member is a person with disabilities.

Displaced Person- A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized under federal disaster relief laws.

Displacement by inaccessibility of unit- An applicant is involuntarily displaced by inaccessibility of a unit if:

1. A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and
2. The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

Displacement as a result of HUD disposition of units- Involuntary displacement includes HUD disposition of multifamily rental housing complex under Section 203 of the Housing and Community Development Amendments of 1978.

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 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), including the manufacture of methamphetamine.

EIV (Enterprise Income Verification)- A web-based application, which provides income information of individuals who participate in various programs under the jurisdiction of the Office of Public and Indian Housing.

EOH Plan(Equal Opportunity Housing Plan)- The EOH Plan establishes PHA policies for implementing civil rights requirements.

Effective date- The effective date of an examination or reexamination refers to (a) in case of an examination for admission, the effective date of initial occupancy, and (b) in the case of reexamination of an existing resident, the effective date of the re-determined total tenant payment.

Elderly family- A family whose head or spouse (or sole member) is at least 62 years of age.

Elderly person- A person who is at least 62 years of age.

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.

FMR- The rent, including the cost of utilities (except telephone or other non-essential utilities), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

Family- Defined in 24 CFR 5. Family includes but is not limited to: (a) a family with or without children; (b) an elderly family; (c) a disabled family; (d) a displaced family; (e) the remaining member of a tenant family; and (f) a single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

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

Family Self-Sufficiency (FSS) Program- A program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the U.S. Housing Act of 1937.

Family unit size- The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA occupancy standards or subsidy standards.

Fraud- Intentionally providing false, incomplete or inaccurate information on an application, recertification form, or failure to report all sources of income received by the family.

Full-time student- A person who is carrying a subject load that is considered full-time under the standards and practices of the educational institution attended. An education institution includes a vocational training school with a diploma or certificate program, as well as an institution offering a college degree.

Gross rent- The total monthly cost of housing for an eligible family, which is the sum of the contract rent and utility allowance.

Handicapped person (This definition is to be used for purposes of maintaining nondiscrimination practices; see Person with Disability definition for purposes of defining disability)- Includes any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. This term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the

individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive, genitourinary, hemic and lymphatic skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) Has a record of such means:

1. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation.
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
3. Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

(See also definition for a qualified individual with Handicap).

Head of Household- The head of household is the person who assumes legal and moral responsibility for the household.

Housing Assistance Payment ("HAP")- The payment made by the PHA to the owner of a unit under lease by an eligible family, as provided in the contract, in accordance with Federal Regulations. The payment is the difference between the contract rent and the tenant rent. An additional payment is made by the PHA to the family when the utility allowance is greater than the total tenant payment.

Housing Assistance Payment Contract- A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Housing Quality Standards "HQS"- Program requirements for housing standards established by HUD and any variations established by the PHA and approved by HUD.

Imputed Asset- Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

Imputed Income- Calculation used when assets exceed \$5,000.00, e.g., HUD passbook rate x total cash value of assets.

INS- The U.S. Immigration and Naturalization Service.

Income limits- HUD established extremely low and very low-income limits that are used to determine if assisted housing program applicants qualify for admission to the HCVP. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Independent Student- A student must meet one or more of the following criteria:

- Be at least 24 years old by December 31 of the award year for which aid is sought;
- Be an orphan or a ward of the court through the age of 18;
- Be a veteran of the U.S. Armed Forces;
- Have legal dependents other than a spouse (dependent children or an elderly dependent parent);
- Be a graduate or professional student; or
- Be married.

Incremental Units- The number of budgeted units minus any units for which HUD provided tenant-based program funding designated for families previously residing in housing with Housing Choice Vouchers project-based assistance.

Knowledgeable Professional- A licensed or certified professional who is knowledgeable in all of the aspects relevant to the opinion being rendered.

Landlord- Either the owner of the property or their representative or the managing agent as designated by the owner.

Lease- A written agreement between an owner (including a PHA) and a family for the leasing of a housing unit. Housing Choice Vouchers require an Addendum to the Lease (that contains mandatory language) which must be incorporated into any lease or attached to the lease.

Live-in aide - A person who resides with one or more elderly persons (at least 62 years of age), or near elderly persons (50 to 61 years of age), or persons with disabilities, and who:

1. Is determined by a Knowledgeable Professional to be essential to the care and well-being of the person.
2. Is not obligated for the support of the person.
3. Would not be living in the unit except to provide necessary supportive services.
4. Cannot be considered as a remaining family member.

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 limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Major Life Activities- Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Medical expenses- Allowable deductions from annual gross income for certain types of program participants.

Mixed Family- A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income- One-twelfth of adjusted annual income.

Monthly income- One-twelfth of annual income.

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, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near elderly- An individual who is at least 50 years of age but below the age of 62 years.

Net family assets- Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5, Subpart F.) In determining net family assets, PHAs and Owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. See also definition for Imputed Asset and Imputed Income.

Noncitizen- A person who is neither a citizen nor a national of the United States, and is not eligible for housing assistance unless eligible immigration status has been provided (evidenced by supporting documentation) in one of the following categories:

- (1) A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by the Immigration and Nationality Act as an immigrant (includes special agricultural workers who have been granted lawful temporary resident status).
- (2) A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as an exercise of discretion by the U.S. Attorney General.
- (3) A noncitizen who is lawfully present in the U.S. pursuant to an admission under refugee status, asylum status, or as a result of being granted conditional entry because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity.

- (4) A noncitizen that is lawfully present in the U.S. as a result of an exercise of discretion by the U.S. Attorney General for emergent reasons or for reasons deemed strictly in the public interest under parole status.
- (5) A noncitizen who is lawfully present in the U.S. as result of the Attorney General's withholding deportation for threat of life or freedom.
- (6) A noncitizen lawfully admitted for temporary or permanent residence under amnesty (Section 245A of the INA).

Noncitizen Student- Housing Assistance (including continued assistance, prorated assistance or temporary deferral of termination of assistance) is prohibited to all noncitizen students (including spouses or minor children) who have a residence in a foreign country that the person has no intention of abandoning; are a bona fide student qualified to pursue a full course of study; and are admitted to the U.S. temporarily and solely for purposes of pursuing such a course of study, particularly designated by such person and continually approved by the U. S. Attorney General.

Occupancy standards- Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions. See definition of "family unit size."

Owner- Any person or entity, including a cooperative, having the legal right to lease or sublease Existing Housing. See the Annual Contributions Contract for the types of prohibited or conflict of interest owners.

PHA(Public housing agency or authority, also referred to as HA)- A State, county, municipality or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). "PHA" and "HA" mean the same thing.

PHA jurisdiction- The area in which the PHA is not barred and is legally permitted to operate under State law.

Participant- A family that has been admitted to the PHA's Housing Choice Voucher 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 subsidy payment for a family (before deducting the family contribution). The PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit.

Person with Disability (HUD definition for eligibility determinations)- A person who is any of the following:

- A. Has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423) which states: Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of an individual who has attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

- B. Is determined, pursuant to regulations, to have a physical, mental, or emotional impairment that:
 1. Is expected to be of long-continued and indefinite duration;
 2. Substantially impedes his or her ability to live independently; and
 3. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
 4. Or is a person who has developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 to include persons that have a severe chronic disability that:
 - Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - Is manifested before the person attained age 22;
 - Is likely to continue indefinitely;
 - Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity of independent living, and (7) economic self-sufficiency; and
 - Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

Note: This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome (1937 Act). No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Person with Disabilities- (ADA definition): for use in determining Reasonable Accommodation Requests.

- A physical or mental impairment that substantially limits one or more of the major life activities of such individuals as listed above
- A record of such an impairment; or
- Being regarded as having such an impairment

If an individual meets any one of these three tests, he or she is considered to be an individual with a disability for purposes of coverage under the Americans with Disabilities Act.

Permanent Replacement Housing- Housing that is decent, safe, and sanitary; that is adequate for the family size; and that the family is occupying pursuant to a lease or occupancy agreement. (This term is used in defining eligibility for involuntarily displaced persons who may have received shelter after being displaced and before receiving rental assistance).

Pre-adjustment Rent - Rent to an owner that does not include any previously approved special adjustments.

Preponderance of Evidence- 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.

Preference- A system used by the PHA for selection of families admitted to the program.

Project Based Vouchers- PBV assistance is "attached to the structure".

Qualified Individual with Handicap- (See 24 CFR Part 8.3). With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the Housing Authority can demonstrate would result in a fundamental alteration in its nature; or with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

Reasonable Accommodation- Adjustments to rules, policies, practices and procedures in order to enable an applicant or participant who is a person with disability an equal opportunity to participate in or access programs sponsored by the PHA.

Reasonable Rent- A rent to owner that is not more than either:

- (1) Rent charged for comparable units in the private unassisted market; or
- (2) Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Remaining Family Member- A member of a family listed on the lease who continues to live in an assisted unit after all other family members have left. Live-in-aid is specifically excluded from qualifying as a remaining member of the family.

Rent- Family's share of rent and/or HA rent to owner.

Rental voucher- Voucher.

Rental voucher program- Housing Choice Voucher Program.

Residency preference- A PHA preference for admission of families that reside anywhere in a specified geographic 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.

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.

Single person- A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

Special admission- Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

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" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Standard, permanent replacement housing- Decent, safe and sanitary housing, adequate for the family size, and housing that the family is occupying pursuant to a lease or occupancy agreement. Standard, permanent replacement housing does not include transient facilities (such a motels, hotels, or temporary shelters); or in cases of domestic violence, the housing unit in which the applicant, and the applicant's spouse or other member of the household who engages in such violence, live.

Student- Persons enrolled either full-time or part-time at an institution of higher education.

Tenant-based- Rental assistance that is not attached to the structure.

Total Tenant Payment- Total income-based tenant payment shall be the highest of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income;
- (2) Ten percent (10%) of monthly income;
- (3) Minimum rent as set by PHA from \$0 to \$50.00.

UIV(Uprfront Income Verification)- The verification of income, before or during a family reexamination, through an independent source that systemically and uniformly maintains income information in computerized form for a large number of individuals. "Automated 3rd Party Verification"

Unit- Dwelling unit.

United States Housing Act of 1937 (1937 Housing Act)- The basic law that authorizes the Public and Indian Housing Programs, and the Housing Choice Vouchers Program. (42 U.S.C. 1437 et seq.).

Utility allowance- If the cost of utilities (except telephone and other non-essential utilities) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD, under 24 CFR 5, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement- The amount, if any, by which the utility allowance for the unit exceeds the Total Tenant Payment for the family occupying the unit.

VAWA- Violence Against Women Act

Very low-income family- A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish very low-income limits higher or lower than 50 percent 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.

Victim Certification- Documentation that a domestic violence incident was reported to a third party. Accompanying the certification, a victim must produce either a federal, state, or local police or court record (ie, police report, temporary or permanent restraining order, etc.) or submit documentation signed under penalties of perjury by an employee, agency, or volunteer of a victim has sought assistance in addressing the domestic violence.

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.

Waiting list admission- An applicant admission from the PHA waiting list.

Welfare assistance- Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

FAIR HOUSING AND EQUAL OPPORTUNITY HOUSING POLICY

A. Fair Housing

It is the policy of the Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority's programs. Eligibility determinations for HUD-assisted or – insured housing must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants/tenants of the Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all

applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority office.

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

B. Equal Opportunity Housing Plan

In addition to the Fair Housing and Equal Opportunity Housing efforts specifically indicated throughout this policy the PHA will affirmatively further fair housing goals and comply with equal opportunity requirements by the following actions:

- (1) By adoption of this policy, compliance by the Housing Authority with all Fair Housing and Equal Opportunity regulations and requirements is certified.
- (2) Encouraging owners to make suitable units located outside areas of poverty or racial concentration available for leasing in the program to provide participants with the broadest geographical choice in selection.
- (3) Provide available information and assist any applicants and/or participants if they believe discrimination has occurred to include provision of a Housing Discrimination Complaint form (HUD-903).
- (4) Recruitment and equal opportunity employment practices will be utilized to attract and recruit qualified minority applicants for any vacancies.

C. Reasonable Accommodation

The PHA will include in its application and interview process procedures to ensure that applicants and/or participants are aware of their opportunity to request reasonable accommodations. Should any applicant or participant indicate the need for reasonable accommodations, the PHA will make available to them a Request for Reasonable Accommodation form. It is the policy of the PHA to make every effort possible to provide reasonable accommodations for persons with disabilities when such requests are reasonable, economically, financially and administratively feasible.

The HA will utilize reasonable accommodations practices for any applications received by disabled individuals. The HA will not remove names from the waiting list that would violate the rights of a disabled person. Reasonable accommodations for applications or updates will be provided to disabled applicants.

APPLICATIONS, ELIGIBILITY, VERIFICATION REQUIREMENTS, AND WAITING LIST ADMINISTRATION

A. Applications:

Pre-applications may be submitted online unless the waiting list is closed. The time of opening of the waiting list will be announced by publication in a local newspaper. Exceptions and special accommodations will be made for elderly or disabled individuals that are unable to apply online.

The PHA will utilize reasonable accommodations practices for any applications received by persons with disabilities. A Telecommunication Device for the Deaf (TDD) will be made available for hearing impaired applicants. Applications will be mailed to disabled individuals upon request within ten (10) days of the request if the waiting list is open, and the family states that they require the application to be mailed as a reasonable accommodation (verification will be required).

When the waiting list is open to all applicants, applications will be accepted from all applicants. All eligible applicant names will be placed on the waiting list based on the date and time of application, preference indication (if any are specified in this Plan) will be determined at the time of full application. At the time that the PHA is selecting applicants from the waiting list to issue vouchers, applications will be updated, information verified to determine continued eligibility, and selections made based on the selection criteria outlined later in this Plan.

B. Eligibility Requirements

Applicants must meet all of HUD's eligibility requirements, to include but is not limited to the following:

- (1) Applicants must be a citizen or national of the U.S. or an eligible, qualified non-citizen who has eligible immigration status (see Definitions, Section V of this plan).
- (2) Head-of-household applicants must be 18 years of age or older to be eligible for assistance.
- (3) Program participants must be income eligible based on gross income that is below HUD's published very-low or extremely low income limits for the PHA's jurisdictional area. The only exceptions to the very low income limits are the following categories considered by HUD as "Special Admissions" and are not subject to being placed on the PHA's waiting list and/or waiting list requirements as set forth herein:
 - a) A low-income family that is "continuously assisted" under the 1937 Housing Act and defined as follows: any family that is already receiving assistance (no interruption in assistance) under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

- b) A low-income family physically displaced by rental rehabilitation activity under 24 CFR 511.
- c) A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.
- d) A low-income family or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
- e) A low-income family residing in a HUD-owned multifamily rental housing project when HUD sells, forecloses or demolishes the project.

(4) The PHA will determine the income eligibility by comparing the family's annual gross income to the HUD-established extremely-low or very-low income limit for the area. The applicable income limit for selection purposes is the highest income limit for the family unit size for the areas in the Housing Authority's jurisdiction. The applicable income limit for admission is the income limit for the area where the family is initially assisted. The family, including a portable family, who is not a current program participant, must be income eligible in the area where they are first assisted.

(5) Other Special Admissions: The PHA, at the discretion of the Executive Director, may elect to make vouchers available on a limited basis whose applicants are not subject to the waiting list, nor are these participants entitled to HCV benefits upon termination of participation in the programs for which the vouchers were issued. These programs may include but are not limited to programs administered by Pee Dee Mental Health, Disabilities & Special Needs, Pee Dee Continuum of Care or other providers of services to special needs populations.

(6) No assistance shall be provided under section 8 Housing Act of 1937 to any individual who:

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

C. Definition of a Family

(1) A family is defined as a single person or 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. The PHA includes in its definition of a family: one or more persons related by blood, marriage, operation of the law, or affinity that they live together in a stable family relationship, one of whom will be an adult (age 18 or older) who will live regularly together in the unit (including foster children),

(2) A family includes a family with a child or children.

(3) A single person may be:

- a. An elderly person.
- b. A displaced person.
- c. A disabled person.
- d. A single, pregnant female-(Physician certification may be required).
- e. Any other single person.

(4) Dependents must meet the HUD definition of dependent, have evidence of the family's residence as their legal residence, and/or in cases where the head-of-household is in the process of obtaining custody or adopting an individual under the age of 18, guardianship documentation or evidence of reasonable likelihood of success must be provided. Copies of tax returns that indicate the "claiming" of a dependent may be required. A child who is temporarily away from the home because of placement in foster care is considered a member of the family. In cases of joint custody arrangements, the child/children can be considered a member of the family if the applicant/participant has continuous custody for more than six (6) months of the year or has custody 51% or more of the year.

(5) Remaining family members (provided that the person(s) are not minors, that the children have not been removed from the home because of abuse or neglect, that the resuming Head of Household was not the perpetrator of spousal abuse or other criminal activity, and that the resuming Head of Household meets the PHA selection criteria and would be a responsible participant of the program). This includes a single female whose pregnancy is terminated after admission. Any remaining family members that are minors must have an adult (over the age of 18 years) that qualifies under the selection criteria listed herein and the adult must provide legal guardianship documentation in order to be designated as a head-of-household. This determination will be made at the discretion of management and will be made based on the history of responsible participation in the program. A temporary head-of-household designation can in no way be construed as a permanent head-of-household.

D. Denial of Assistance

The application will be reviewed and any ineligible applicants will be promptly notified in writing and provided with the reason for the decision and an opportunity to request an informal review of the decision as specified in this plan.

The denial process will include a prompt written notice of the determination to include the reason for the decision, the applicant's right and how to request an informal review (must be received within fourteen (14) calendar days from the date of the notice to the applicant), and an explanation of the informal review process.

Denials of eligibility or program participation may include but are not limited to the following applicants and participants who:

1. Do not meet HUD's eligibility criteria.
2. Are past participants in any assisted housing program and failed to satisfy liability for unpaid rent or damages will be denied housing assistance unless the liability is paid in full. The PHA will notify the applicant of ineligibility and the name will be dropped from the waiting list. If the liability is paid in full, re-application for housing may be made.
3. Do not supply information or documentation required by the application process;
4. Have failed to respond to a written request for information within 14 calendar days or a request to declare their continued interest in the program;
5. Have a history of disturbing neighbors or destruction of property;
6. Have committed fraud, bribery or any other corruption in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
7. Were evicted from assisted housing within the past seven years because of drug-related criminal activity involving the personal use or possession for personal use;
8. Were evicted from assisted housing within the past seven years because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
9. Were evicted or otherwise asked to vacate or were subject to termination of assistance from any subsidized housing program, for program violations within the past three years;
10. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
11. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff;

12. Have a household member who has been evicted from public housing in the past three years, other than as listed above for drug or criminal activity;
13. Have a family household member who has been terminated under the HCV program in the past three years, other than as listed above for drug or criminal activity;
14. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Housing Choice Vouchers assisted property;
15. Denied for Life: Has a lifetime registration under a State sex offender registration program.
16. The PHA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in drug-related criminal activity or criminal activity, regardless of whether the family member has been arrested or convicted.
17. The PHA reserves the right to deny assistance based on any other activity that could adversely affect the health, safety, and right to peaceful enjoyment of the community.
18. Any misrepresentation of applicant's information will be considered grounds for denial of program participation or termination of assistance.
19. The PHA must receive income information verifying that an applicant is eligible within a period not greater than sixty (60) days before issuance of a voucher.
20. Applicants that have been determined ineligible must wait six months before re-application (should situations change), with the exception of a change in income that may cause an over-income applicant to be eligible after receipt of an ineligibility letter.
21. An applicant who is a student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child and who is seeking section 8 assistance and who does not meet the income eligibility requirements or who has parents who, individually or jointly, do not meet the income eligibility requirements for section 8 assistance are not eligible for section 8 assistance and will be prohibited from participating in the section 8 Program.
22. A student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child and who is currently receiving section 8 assistance, if at recertification is determined to be ineligible, will have his or her assistance terminated.
23. Protections for Victims of Abuse- No applicant who has been a victim of domestic violence, date violence, sexual assault or stalking shall be denied admission into the program if they are otherwise qualified. VAWA requires the victim to name the perpetrator, if the name is known and safe to provide. VAWA also requires that the certification be provided within 14 business days, or as extended by the PHA. The consequence for not providing the certification in a timely manner is that the PHA may terminate or deny assistance.

E. Criminal Records Check Policy

1. The PHA will enforce a "One Strike, You're Out" procedure. As part of determining eligibility and/or continued assistance determinations, the PHA will conduct criminal background checks through SLED or other qualified agency who will notify the PHA if there is information in the FBI's NCIC files. If upon receipt of this information indicating a possible FBI record, the HA will contact the applicant and notify them that they must be fingerprinted at the local police department within 15 days of the date of notification, if they wish to have the application process completed. Failure to comply with the fingerprinting requirements will result in the application being denied. The cost of fingerprinting will be paid by the PHA directly to the police department.

The request for criminal background checks will occur at the time that the applicant's name reaches the top of the waiting list.

2. It is also our policy not to assist families whose criminal history indicates a tendency towards physical violence, harassment, endangering the quiet enjoyment of others, or any other activity which could be considered to disturb the other residents of our communities. These activities may include, but are not necessarily limited to the following:

- a) Any misdemeanor or felony within the past seven (7) years.
- b) Traffic violation involving a felony within the previous seven (7) years.
- c) Fraud, crimes, or actions involving physical violence within the last seven (7) years.
- d) Harassment, or disturbing the peace convictions within the last seven (7) years.
- e) Activities involving selling and/or distribution of illegal substances within the last seven (7) years.
- f) Evictions for illegal actions within the last seven (7) years.
- g) Any actions or activities which indicate a possibility for disturbance of the safety and quiet enjoyment of surrounding neighbors and communities.

It is not our intention, under any circumstance, to violate the civil, legal or constitutional rights of any individual. "The fact that an applicant or participant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or participant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider any statements made by witnesses or the applicant or participant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or participant engaged in disqualifying activity."

Records Processing. Only staff authorized to collect police records checks will have access to such records. Upon receipt of a records check that contains "NO RECORD" information, the document will be destroyed and a notation made to the applicant file. If a record exists the file will be reviewed in accordance with Housing Authority policy regarding criminal activity. If the application is approved the record should be destroyed and a notation made to the file. If the application is denied, the application containing the records check should be retained in a locked file cabinet for a period of 45 days to allow the sufficient time for the applicant to request an informal review. The record should then be destroyed with proper documentation in the file.

F. Verification Requirements

Applicants and participants must sign consent and release of information forms as required by the PHA and HUD in order for the PHA to determine eligibility status and level of assistance. Failure to sign consent and release forms will result in ineligibility and/or termination of assistance. Verification requirements include, but are not limited to the following:

- (1) Income and deductions must be verified by third-party verification using the UIV system, if possible. If applicable, verification forms will be sent by mail to the appropriate third party with a request that the form be returned by mail. In the event that the verification is not possible due to unwillingness by source to respond or that the information is not returned after two (2) written requests, staff will be required to note the file accordingly and obtain third-party oral verification or such other means available. Staff will use a documented contact form for telephone verifications.
- (2) For purposes of determining preferences, pay stubs, print outs, statements from employers will be accepted.
- (3) Income verifications cannot be greater than sixty (60) days before the issuance of a Housing Choice Voucher or 120 days of contract execution. Verification documents for reexamination should be dated within sixty (60) days of the interview date; however, the PHA may elect to accept documents up to 120 days in the case of extenuating circumstances. The date of verification to be used to determine this timeline is the signed date of the verification or in the case of a printout, the date of the print-out.
- (4) Social Security number verifications are mandatory for all applicants and program participants (including all family members). Acceptable verification: original valid social security cards. However, in the event a social security card is not available the following documents may be accepted at the discretion of the PHA:

- An original document from a federal or state government agency which contains the individual's name and social security number, along with other identifying information of the individual (i.e.: address, DOB, etc.)

If a child under 6 was added within 6 months prior to voucher issuance, applicant may become a participant as long as documentation is provided within 90 calendar days of the effective date of the HAP Contract. The PHA must grant one 90-day extension if the PHA determines failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of applicant's control. If participant fails to provide documentation within required time period, PHA must terminate.

- (5) Original birth certificates or other documentation as designated by the PHA for all family members must be made available. Certification of citizenship forms must be executed by participants of the program.
- (6) Child care deductions will only be given for reasonable rates (based on customary and prevailing rates at local child care centers) that are evidenced by third party verification or receipts.
- (7) Verifications must be obtainable for all other allowable deductions from income.
- (8) Any other verification that will indicate suitability such as criminal background determinations, sex offender records, etc.
- (9) We will accept printouts generated by providers of benefits, wages or other factors affecting income or deductions. The Housing Authority will accept verification received via fax under the following conditions: (1) follow up verification by telephone or (2) from a bona fide agency or provider of wages or benefit information. Verification forms and reports received will be maintained in the applicant/tenant file.
- (10) The Housing Authority will be using the EIV System, if available (or other system as determined by HUD) which is a HUD-provided Internet-based wage and benefit tool that allows the Housing Authority to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

The Housing Authority shall not be responsible for holding a Housing Choice Voucher beyond 30 days of the date of briefing. This notice shall clearly state the date by which this information must be received by the HA. Should the applicant fail to submit the information requested by the HA, the applicant will be notified, in writing, of the denial of participation and advised of their right to an informal review.

WAITING LIST ADMINISTRATION

If the number of applicants on the waiting list is such that there is no reasonable prospect that applicants could be issued a voucher within one year from the date of application, the PHA may suspend taking applications (close the waiting list).

Except for special admissions (see Definitions, Section V) such as persons received by the PHA under portability, and any program interchanges, selections must be made from the PHA waiting list. The PHA will utilize the Selection Section of this Plan to select participants and will adhere to the requirements in the EOHP requirements contained herein (See Equal Opportunity Housing section).

The waiting list must contain the following for each applicant: Applicant name; family unit size (number of bedrooms for which family qualifies under PHA occupancy standards); date and time of application; qualification for preference (if any); and racial or ethnic designation of the head of household.

The PHA will update and purge the waiting list on an as-needed basis. Applicants may be sent update requests to ensure continued interest. Names will be removed from the waiting list for failure to respond to requests for information, missed appointments, application updates (failure to notify the PHA of a change of address), or if correspondence is returned from the Post Office. If the applicant did not notify the PHA of a move as required, the PHA will not be responsible for the applicant's failure to receive the updated request. If the letter is returned by the Post Office with a forwarding address noted, the PHA will resend the letter. Applicants will be given fourteen (14) calendar days to return the notice of continued interest.

The PHA will utilize reasonable accommodation practices for any applications received by disabled individuals.

The PHA will not remove names from the waiting list that would violate the rights of a person with disabilities. Reasonable accommodations for application or updates will be provided to applicants who are a person with disabilities.

The order of admission from the waiting list will not be based on family size or the unit size for which the family qualified under the PHA occupancy policy. The PHA will not skip the family with the oldest date and time of application except to meet HUD's income targeting requirements. Selections will be made in accordance with the selection preferences outlined in this Plan. Should the PHA receive funding for a specified category of families, the PHA must select applicant families in the specified category.

The PHA will maintain a separate waiting list for the Housing Choice Vouchers and its Public Housing program. If the waiting list for the Housing Choice Vouchers and Public Housing program is open, applicants must be offered the opportunity to have their name placed on either list. The PHA will not deny any admission preference, remove the applicants' name from other waiting lists (unless requested by the applicant in writing or in accordance with failure to respond as indicated above), or refuse to list an applicant on any other waiting list. The PHA will give public notice that it will open the waiting list and/or that families may apply for housing assistance, by publication in a local newspaper of general circulation. The notice will comply with the HUD-approved Equal Opportunity plan and with HUD Fair Housing requirements. The notice will state any limitations on who may apply for available slots in the program. The PHA may advertise for specific types of applicants such as those qualifying for local preferences, and may include in the advertisement that applications from others (not in these categories) will not be accepted.

SELECTIONS, EXCEPTIONS, BRIEFINGS, AND OCCUPANCY SIZE DETERMINATIONS

A. Selections:

The PHA will target at least 75% of new admissions to families with incomes that do not exceed 30% of the PHA's area median income. The PHA may exercise its discretionary provisions of the regulations that permit fungibility between its Public Housing and Housing Choice Vouchers in the targeting goals.

Offers of a voucher will be based upon funding availability. No preference will be given to any specific form of disability. Housing Choice Vouchers (HCV) will be made available to individuals residing in or intending to reside in properties whose function is to assist persons with disabilities by providing on-site case management, intensive case management or targeted case management. These individuals will not be eligible to retain vouchers once the HAP Contract or lease is terminated but may apply for rental assistance.

PBV: Once notified by the Owner of availability in the eligible property, applicants for PBVs will be selected from the HCVP waiting list as directed by the Administrative Plan. Applicants will be directed to contact the Owner if interested in the available unit. The Owner may screen the applicant based on the Owner's screening and eligibility procedures.

Offers for housing assistance will be taken from the waiting list as follows based on the priority order and having the oldest date and time of application:

The Housing Authority will select families based on the following preferences:

10 Points--Working families: defined as families where the head, spouse, or sole member is employed (a minimum of 20 hours per week at minimum wage); Head, spouse, or sole member is age 62 or older, or is a person with disabilities.

0 Points--All others by the oldest date and time of application.

Selection among applicants with the same priority will be according to the oldest date and time of application. Waiting list classifications must be based on a verification and documentation. If it is determined that an applicant indicated a selection priority but does not have a verified or documented selection priority, the Housing Authority will notify the applicant in writing providing the reasons for the decision and the opportunity for an informal review of the determination.

B. Exceptions to the Order of Selection:

- (1) Participants in any "special" (non-waiting list) assistance targeted by HUD for families living in specified units. See also Section VII. B. 3. a-g.
- (2) Participants displaced because of demolition or disposition of a public or Indian housing project.
- (3) Participants received from another PHA under the Statutory or Regulatory Portability requirements.
- (4) If applicable, applicants willing to participate in the Family Self-Sufficiency program when it has been determined that there are no current program participants willing to enroll in the FSS program. The PHA may give a selection preference for up to 50% of its FSS slots to eligible families who have one or more family members currently enrolled in an FSS related service program (such as programs through DSS or any other local self-sufficiency program). The method of outreach will be by direct contact with such agencies or organizations. The PHA's selection for participants in the FSS program will be selected without regard to race, color, creed, religion, sex, disability, familial status or national origin.
- (5) PROJECT BASED VOUCHERS:
The Housing Authority may choose to issue project based vouchers up to 20% of the amount of budget authority allocated to the PHA by HUD in the PHA voucher program.
 - i. The PHA will select families who have applied for admission to the voucher program.
 - ii. The PHA may only select families determined eligible for admission at commencement of PBV assistance.

- iii. Applicants who will occupy PBV units will be selected by the PHA from the PHA HCVP waiting list. The applicants from the waiting list will be selected in accordance with the policies as stated in the PHA administrative plan.
- iv. If a family refuses the PHA's offer of PBV assistance, such refusal does not affect the family's position on the PHA waiting list for tenant-based assistance.
- v. If the PBV owner rejects a family for admission to the owner's PBV units, such rejection by the owner does not affect the family's position on the PHA waiting list for tenant-based assistance.

C. Briefings:

Applicants will be notified as their name nears the top of the waiting list for appointment times for an update of the application and verification process or briefing. All information including income, income from assets, eligible deductions, family composition, and preference status (if applicable) will be verified and reviewed prior to enrollment.

Group/individual briefing sessions will be scheduled and applicants will be notified of the date and time. Should the applicant notify the PHA in advance of their inability to be present at the briefing session, the applicant will remain on the waiting list in their current position; however, failure to attend such sessions without prior notice will result in removal of their name from the waiting list. Only one rescheduled appointment will be permitted. As indicated in Section VIII, Waiting List Administration, applicant names will be removed from the waiting list for failure to notify the PHA of a change of address.

Oral or video briefing sessions and packets of information will be given to families that are issued vouchers, to include but not limited to, the following:

- (1) A description of how the program works.
- (2) Family and owner responsibilities.
- (3) Where the family may lease a unit, including renting a unit inside or outside the PHA's jurisdiction.
- (4) In briefing a family that includes any disabled person, the PHA must take steps to ensure effective communication in accordance with 24 CFR 8.6 (auxiliary aids, TDDs, etc).
- (5) Term of the voucher and PHA policy on extensions or suspensions of the term.
- (6) Information on Payment Standards, utility allowance schedule, how the PHA determines the payment standard for a family, and how the PHA determines the total tenant payment and HAP amount.
- (7) How the maximum rent is determined, if applicable.
- (8) A statement of the policy of the PHA on providing information to owners.

- (9) For welfare-to-work families, specification of any local obligations of a welfare-to-work family and an explanation that failure to meet obligations is grounds for PHA denial of admission or termination of assistance.
- (10) Things the family must consider in choosing a unit, i.e., location of the unit and the PHA's jurisdictional limits, poverty areas renting outside of poverty areas, condition of the unit, rent reasonableness, energy efficiency, tenant-paid or owner-paid utilities.
- (11) Information on federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form.
- (12) Other information to be provided will include, but not be limited to, the following: HUD brochures, lease addendum language, Request for Tenancy Approval form, subsidy and occupancy standards, lead-based paint information, list of accessible units that PHA knows of (for persons with disabilities), list of landlords, portability information, grounds for PHA terminations, and informal hearing procedures.
- (13) Information on Denial of moves due to program funding.
- (14) Nonresident applicants (neither the household head or spouse of an assisted family already had a legal residence in the PHA jurisdiction at the time an application for participation was first submitted) must lease a unit in the jurisdiction of the initial PHA during the 12 month period from the time when the family is admitted to the program.

Failure of applicant to keep pre-scheduled briefing appointments without verifiable justification for the missed appointment will result in denial of housing assistance.

All applicants will execute and be given a Federal Privacy Act Notice. The information provided will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the requested information may result in a delay or rejection of eligibility approval.

D. Subsidy Standards/Occupancy Size Determinations:

Occupancy standard/unit size will be determined at the time of enrollment based on the following criteria:

- (1) A voucher will be issued for the smallest unit size consistent with program requirements and Housing Quality Standards.
- (2) The bedroom size assigned will not require more than two persons to occupy the same bedroom.
- (3) The PHA will make every attempt, based on funding availability, to assign persons of different sex separate bedrooms (other than husband and wife),
- (4) The PHA will make every attempt, based on funding availability, to not require children to share a bedroom with a single parent.

(5) A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining unit size.

(6) A live-in aide (approved by the PHA to reside in the unit) must be counted in determining the family unit size. Only 1 extra bedroom will be added for a live-in aide.

(7) Bedroom size assignments may be made in accordance with HUD guidelines as follows:

No. of Bedrooms	Minimum Person(s)	Maximum Person(s) *
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

* Exceptions to these standards will be permitted only for situations involving physician orders for separate bedrooms because of health problems, permitted circumstances of family members temporarily away from the housing unit, or if the family is willing or wants to move into a unit that deviates from the standards, e.g., landlord's approval of a mother with two infants living in a one-bedroom unit. Additional rooms for sleeping will not be counted as bedrooms unless the room has been redesigned as a bedroom (includes closet and HQS required openable window). In these exceptions, the PHA reserves the right to approve or disapprove such accommodations that may lead to unsafe or overcrowded conditions.

ENROLLMENTS, FORM OF ASSISTANCE, REQUEST FOR TENANCY APPROVALS, LEASES

A. Enrollments

The PHA will only issue Housing Choice Vouchers; however, the PHA may choose to issue Project Based Vouchers up to 20% of the amount of budget authority allocated to the PHA by HUD in the PHA voucher program. Under RAD, up to 50% of the units may be assisted.

B. Term of Vouchers and Requests for Tenancy Approval

All vouchers will be issued for a ninety (90) day period. If needed, only one thirty (30) day extension may be given, at the discretion of HCV Administrator, Deputy Director, or Executive Director, due to a household's hardship in finding decent, affordable, and sanitary housing. Request for an extension should be placed in writing and submitted to the HCV department prior to the expiration of the voucher. (board approved 6-20-17)

In the event a family includes a member with disabilities and requests an extension of the initial voucher term as a reasonable accommodation, the PHA must extend the voucher term up to the term reasonably required for that purpose.

The PHA may provide for suspension of the initial or any extended term of the voucher (if the family has submitted a request for tenancy approval prior to the term expiration) up to the time when the PHA approves or denies the request.

In the event that a unit is not found within the time frames outlined, the voucher expires, the applicant's name is removed from the waiting list, and the voucher is available for issuance to another family. However, if a moving participant decides to remain in the current unit which meets all other qualifications under the HCVP and the issued voucher has expired, they must wait at least 6 months before another voucher can be issued.

C. Requests for Tenancy Approval and Approval to Lease a Unit

Only one Request for Tenancy Approval at a time may be submitted to the PHA by a family. When the potential program participant returns a Request for Tenancy Approval, completed and executed by an owner within the time frames set forth above, the affordability requirement is applied. If the affordability requirement is met, an inspection of the unit will be conducted by the PHA within 15 days of submission to PHA of Request for Tenancy approval (or a reasonable time in the event the unit is not available for inspection) to ensure compliance with the Housing Quality Standards (HQS).

All potential program participants are informed of the HQS requirements during the briefing session to minimize unnecessary inspection of units that would not pass the inspection in a timely manner and to assist the family in locating a unit within the sixty day period.

The following criteria must be met in order for a unit to be placed under the program:

1. The unit and owner must meet the eligibility requirements of the program;
2. The unit must pass the HQS inspection;
3. The rent must be rent reasonable; and
4. Where the gross rent of a unit exceeds the applicable payment standard for the family, the family's share of rent does not exceed 40% of the monthly adjusted income (for all initial occupancy of a unit including moves to new units).

If the unit cannot be approved or the tenancy denied, the PHA will notify the family and the owner. If the problem can be cured, the notification will include any required actions.

Families will be advised during briefings that HAP contracts cannot be executed by the PHA and no HAP payments made in the event that the above conditions are not met. The family will also be advised that the PHA will not assume any responsibility for payments due under a lease unless and until a HAP Contract is executed.

The PHA may approve the leasing of a unit from a relative to provide reasonable accommodation for person with disabilities. This provision does not apply to shared housing.

D. Leases

The tenant and owner must enter into a written lease agreement for the unit. The owner's lease must state what utilities, services and equipment are to be supplied by the Landlord and what utilities and appliances are supplied by the participant. The HUD-prescribed Tenancy Addendum must be attached to the lease agreement.

Any changes in the lease or rent by the owner must be in writing and provided to the PHA and tenant at least sixty (60) days prior to any such changes taking effect. Rent changes are subject to the PHA and HUD rent reasonableness requirements.

The PHA must approve any new tenancy and a new HAP contract must be executed under any of the following circumstances:

- in the event of any change to the lease regarding responsibility for utilities or appliances;
- changes to the term of the lease; or
- if the family moves to a new unit even, if the unit is in the same building or complex.

INCOME DETERMINATIONS, DEDUCTIONS FROM INCOME, AND HOUSING ASSISTANCE PAYMENT CALCULATIONS

INCOME DETERMINATIONS/INCLUSIONS

- Income will be based on the anticipated total income from all sources, including net income derived from assets (actual and/or imputed), received by the participant family, for the 12-month period following the effective date of initial determination or re-examination/re-certification.

- Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income provided in exclusions to income. If it is not feasible to anticipate a level of income over a 12-month period, or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ANNUAL INCOME MEANS ALL AMOUNTS, MONETARY OR NOT WHICH:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded in income exclusions.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
- The PHA will document its attempts to obtain third party verification in accordance with HUD guidance, then attempt to obtain other acceptable forms of verification

HIERARCHY OF VERIFICATION METHODS

PHAs should begin with the highest level of verification methods. The use of lower level verification methods will place a higher burden on the PHA to justify its use of that particular method rather than a higher level of verification methods. PHAs may be required to provide documentation for each case. HUD has established a hierarchy of six verification levels.

Upfront Income Verification (UIV) using EIV

UIV using other sources, such as: The Work Number, State government databases, state TANF systems, IRS

Written 3rd Party documents provided by family(if upfront income verification is not available or if EIV data differs substantially from tenant-reported information); tenant-provided documents generated by

a third party are considered third-party written verification. Ex: pay stubs/ payroll summary; SSA award letters; Bank Statements; Welfare/unemployment notices, etc.

Written 3rd party verification form. Standardized form filled out by 3rd party

Oral 3rd Party: PHA contacts the independent sources by telephone or in person. 3rd party oral verification may be used when requests for written verification have not been returned within a reasonable time.

Family Declaration: Used as a last resort when no other verification method is possible. An applicant/participant submits an affidavit or notarized statement to certify income or expenses he/she has reported.

The PHA will document its attempts to obtain third party verification in accordance with HUD guidance, then attempt to obtain other acceptable forms of verification.

ANNUAL INCOME INCLUDES, BUT IS NOT LIMITED TO:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits or other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except deferred periodic amounts from supplemental social security (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts).
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance (NOTE: SEE BELOW AT*): If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

☐ The amount of the allowance of grant exclusive of the amount specifically designated for shelter or utilities, plus

☐ The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

*Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activity requirement will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit reduction from the welfare agency.

- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or persons not residing in the dwelling.
- All regular pay, special pay and allowances of a member of the Armed Forces except those stated in HUD regulations.

In the event that it is not feasible to anticipate income for a 12-month period, the PHA may use the annualized income anticipated for a shorter period of time, or in the event an anticipated amount cannot be determined (such as for temporary or seasonal employees) the income can be determined by using the previous 12-month period.

A student under the age of 24 who meets the additional eligibility requirements of section 327 of the Housing Act of 1937 shall consider as income, any financial assistance in excess of amounts received for tuition that an individual receives under the Higher Education Act of 1965, from private sources or from an institution of higher education. Financial assistance does not include loan proceeds for the purpose of determining income.

DEDUCTIONS FROM INCOME/EXCLUSIONS

Deduction from Income: Adjusted income means annual income less the following deductions:

- \$480 for each dependent (see definition of dependent excludes head of household, spouse, foster children and foster adults).
- \$400 for any elderly family or disabled family (see definition of elderly family or disabled family).
- The sum of the following, to the extent the sum exceeds three percent of annual income:
 - ☐ Unreimbursed medical expenses of any elderly family or disabled family; 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 or paid by a 3rd party.
 - ☐ If the household is eligible for a medical expense deduction the medical expenses of all family members may be counted.
 - ☐ Allowable medical expenses may include:
 - ☐ Services of doctors and health care professionals
 - ☐ Services of health care facilities
 - ☐ Medical insurance premiums
 - ☐ Prescription medicines (prescribed by a physician)
 - ☐ Transportation to treatment (cab fare, bus fare, mileage)
 - ☐ Dental expenses, eyeglasses, hearing aids & batteries
 - ☐ Live-in or periodic medical assistance
 - ☐ Monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred). The allowance may include only the amount expected to be paid in the coming twelve (12) months.
 - ☐ The PHA will accept print outs and or statements from medical providers, as long as there is no evidence of tampering apparent on the document. In cases of discrepancy or uncertainty for any reason the PHA will make 3rd party contact.

☐ Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by the family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education that are anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges (as charged by child care providers in the area) for child care. In the case of child care necessary to permit employment, the amount allowed that enables a family member to work cannot exceed that family member's earnings that are included in annual income.
- Earned Income Disallowance for persons with disabilities only! Effective May 9, 2016, EID is only available for households under lease. It is not applicable at admission. Only adult persons with disabilities can qualify for the EID. Each adult with disabilities can receive only one disallowance during his/her lifetime. A participant is eligible to receive EID a maximum of 2 years; two 12-month periods run consecutively regardless of breaks in employment. Year 1 is 100% deduction of increased earnings over the baseline (or former income); year 2 is 50% deduction of increased earnings over the baseline. **For individuals qualifying prior to May 9, 2016, the old rules still apply.

EXCLUSIONS: ANNUAL INCOME DOES NOT INCLUDE THE FOLLOWING:

- Income from employment of children (including foster children) under the age of 18 years.
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- 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 or as otherwise defined by HUD regulations.
 - Amounts received by the family that are specifically for or in reimbursement of, the cost of medical expenses for any family member.
- Income of a live-in aide, as defined in 24 CFR 5.403.
- The full amount of financial assistance of a student residing with his or her parents will be excluded from income: some restrictions do apply (see information on Student eligibility).

- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Incremental earnings and benefits resulting to any family member from participating in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- Temporary, nonrecurring or sporadic income (including gifts).
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse).
- Adoption assistance payments in excess of \$480.00 per adopted child.
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the US Housing Act of 1937. A notice will be published in the Federal Register and distributed to PHAs and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

FEDERAL STATUTE EXCLUSIONS FROM INCOME

- The value in part or whole of federally mandated exclusions from income (May 20, 2014)

TOTAL TENANT PAYMENT

Total tenant payment (gross family contribution) for rent will be computed in accordance with Federal Regulations and Public Law 104-99, to be the greater of:

- = 30 percent of monthly adjusted income; or
- = 10 percent of monthly income; or
- = Housing Choice Voucher program, a minimum TTP of \$ 50.00 (includes utility allowance); or
- = For the Housing Choice Voucher program, a minimum family contribution of \$ 50.00 (includes utility allowance), and if applicable, any difference between the monthly rent to owner and the housing assistance payment.

*MINIMUM RENT EXCEPTION

Statutory provisions, Section 507:3(a) (3) (B) of the QHWRA, provide the following exceptions to the minimum rent requirements:

1. A family may request an exception (which must include reasonable documentation) to the minimum rent based upon temporary financial hardship due to the following circumstances:
 - a. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
 - b. The family would be evicted as a result of the imposition of the minimum rent requirement;

- c. The income of the family has decreased because of changed circumstance, including loss of employment;
 - d. A death in the family has occurred; and
 - e. Other circumstances determined by the HA or HUD.
2. If a family qualifies for such temporary financial hardship, the HA shall suspend or discontinue the family's requirement for payment of a minimum rent beginning the month following the family's hardship request, and continue for a period of 90 days from the date of the family's request.
 3. If a family qualifies for such financial hardship of a long-term duration, the HA shall suspend or discontinue the family's requirement for payment of a minimum rent beginning the month following the family's hardship request until the hardship no longer exists.
 4. Should the HA determine that there is no hardship, a minimum rent is imposed retroactively to the time of the suspension. The HA must offer a reasonable repayment agreement for any back-payment due by the family.

PAYMENT STANDARDS AND MONTHLY HAPS

A. Payment Standards

Payment standards are established by the PHA for each FMR area and for each exception rent area (if applicable) and are reviewed annually. The payment standard for each unit size will be between 90% and 110% of the current FMR as published by HUD unless an HUD exception rent is approved.

The PHA may choose to use the Small Area Fair Market Rents (SAFMRs) instead of metropolitan area FMRs, if applicable to facilitate family moves to a broader range of neighborhoods.

The PHA has up to 3 months from the effective date of new FMRs to update the payment standards if a reduction in FMRs pushes the existing payment standards outside the basic range.

The PHA will utilize local market data gathered in rent reasonableness studies.

The PHA may elect to approve requests for tenancy approval for an amount not to exceed 110% of current FMR, in instances where the PHA would otherwise be forced to deny the tenancy due to the HUD 40% rule.

B. Payment Standard for a Family

1. Payment standard for the family is based on the lower of:
 - the payment standard amount for the family voucher; or
 - the payment standard amount for the actual unit size rented by the family.

2. If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount for the exception area.
3. Any increases in payment standards are effective at the next annual reexam. When a decrease in payment standard occurs, the PHA will hold in place families harmless during the term of the HAP contract as a result of a reduction in the FMR (no reduction in payment standard unless there is a move to another unit).
4. Payment standard changes are adjusted as needed.
5. A change in payment standard will occur at the time of a change in family size or composition that causes a change in unit size during the HAP contract term and for any examinations thereafter.

C. Monthly Housing Assistance Payments

The PHA will pay a monthly HAP on behalf of the family that is equal to the lower of:

1. The payment standard for the family minus the total tenant payment; OR
2. The gross rent minus the total tenant payment.

RENT REASONABLENESS AND RENTAL INCREASES

A. Rent Reasonableness:

The PHA may not approve a lease until the PHA determines that the initial rent to owner is reasonable. Rent reasonableness must be re-determined for rent increases, if there is a ten percent decrease in published FMRs (in effect 60 days of contract anniversary), if directed by HUD, or at any other time the PHA deems necessary.

Rents for units placed in the Housing Choice Voucher Program must be considered rent reasonable for comparable, unassisted units in the area or in the area of assisted units in the complex or building. The program regulations permit the PHA to disapprove any unit that is not considered rent reasonable. Rent reasonableness documentation will be maintained for all units placed under the Housing Choice Voucher Program, except LIHTC or other federally or state funded properties which are excluded from this requirement.

The PHA will utilize a web based program or other approved method to locate at least three other comparable units in the determining factor of approving rent. The following factors will be the basis for general factors utilized:

1. The location, quality, size, unit type, and age (if available) of the contract unit; and
2. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Owners will, by accepting each monthly housing assistance payment, certify that the rent to owner is not more than rent charged by owners of comparable unassisted units in the premises or area. Owners must give the PHA information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere. Rent Reasonableness is not required in otherwise subsidized properties such as LIHTC.

B. Rental Increases:

After the initial term of the lease and a HAP contract, owners that want a rent increase must submit a written request to the PHA at least sixty (60) days prior to the effective date of the change. In order to receive a rent adjustment, the owner must have complied with all requirements of the HAP contract and HQS during the year before the annual anniversary date.

The adjusted rent to owner equals the lessor of:

- (1) The reasonable rent (as most recently determined or redetermined by the PHA in accordance with the requirements of this policy).
- (2) The amount requested by the owner.

C. Rental Increases for Subsidized Projects:

The rent to owners in an insured or non-insured Section 236 project, a Section 515 project, a Section 202 project, LIHTC, or a Section 221 (d)(3) project must be adjusted to follow the subsidized rent. The Housing Choice Vouchers annual adjustment factors are not to be used for adjustments in subsidized projects and special adjustments are not permitted by HUD.

The PHA has discretion to reduce the initial rent to owners because of other governmental subsidies, including tax credits, tax exemption, grants or other subsidized financing for regular tenancy.

HOUSING QUALITY STANDARDS/ INSPECTIONS

A. Inspections:

All housing units must have an initial and biennial inspection and must pass the Housing Quality Standards (HQS) as set forth in the Federal Regulations, HUD Handbooks, and pertinent State and local laws to be placed under the Housing Choice Vouchers. In addition, the PHA may require that units comply with the minimum local Housing Code. The PHA prefers that all windows that are designed to be openable have window screens.

When possible, the PHA will request that the owner be present during the initial inspection; however, in any case, results of the inspection will be provided to the owner and family as soon as possible after the inspection.

The PHA will use its best efforts to execute the Housing Assistance Payment (HAP) contract before the beginning of the lease term; however, the HAP contract cannot be executed until a unit passes the above requirements and the participant has executed the lease agreement. Failure of the participant to execute the lease or failure of the landlord to execute the Housing Assistance Payment contract after notification by the PHA can result in termination of assistance. Potential participants will be advised that they are responsible for all rent should they enter into a lease agreement with an owner prior to the unit passing inspection and the execution of a HAP contract with the owner. Failure of the program participants to keep scheduled inspection appointments without verifiable justification for the missed appointment can result in termination of the housing assistance as indicated in this plan.

B. Biennial Inspections:

Housing Quality Standards Inspections must be made on each unit under the program at least once every 24 months (biennial); however, the PHA may inspect units more frequently.

C. Quality Control Supervisory Inspections:

Supervisory inspections will be conducted each calendar year based on the SEMAP formula for Quality Control Inspections by a person designated by the Housing Choice Voucher Administrator (must be someone other than the inspector). A separate Quality Control Log will be maintained by the Assisted Housing Administrator for the supervisory inspections.

D. Units Failing Housing Quality Standards:

Owners and participants will be notified in writing of all unit deficiencies and a timetable for correction. The PHA will accept an owner's certification along with verification from the participant that HQS deficiencies have been corrected. However, the PHA may conduct a physical re-inspection based on its experience with the owner and/or property or at any time the PHA deems necessary to ensure the unit continues to meet Housing Quality Standards. Emergency items (threat to health or safety) will necessitate contact by telephone (followed by correspondence) and must be corrected within 24 hours. Failure of the owner to correct emergency items will result in the immediate abatement of HAP without adherence to the notice requirements. The following will be considered emergency items pertaining to HQS:

24 HOUR EMERGENCY ISSUES

FIRE:

A fire which renders the unit not habitable

GAS LEAK:

Any natural gas or propane leak inside or outside the unit

BREAK-INS:

Any forced entry where a unit is not secured

HAZARDOUS ELECTRICAL SYSTEM:

Any fixture, outlet or wires that are sparking or smoking.

WATER FLOODING:

A broken water pipe or fixture where running water is causing damage to the walls, floors, or ceiling in a unit. This includes stoppage of a sewer line.

SEWER BLOCKAGES:

Stopped up toilet when there is only one bathroom, stopped up sink when no other sink in the unit is usable.

NO HEAT:

When outside temperature is forecast at or below 45 degrees.

All other non-emergency repairs must be done after notification by the PHA within a reasonable time (as prescribed by the PHA); up to 30 days after inspection. The PHA may provide an extended period for painting based on weather conditions or parts requiring special order. Housing Quality Standard deficiencies not corrected in the time frames provided by the PHA's written notification by the responsible party (owner or participant family) may result in termination of the HAP contract or Housing Assistance. Participants who have continued to meet the program requirements will be provided with a voucher to move as long as the deficiency was not the responsibility of the participant family.

In the event that HQS inspections determine that there are serious housekeeping problems, the PHA will notify the family and owner in writing of the conditions and strongly recommend that the owner take whatever action necessary to include conducting more frequent inspections. The correspondence will include notice that the unit may fail inspection based on the unit's failure to meet the required decent, safe, and sanitary requirements of the program and could lead to HAP contract termination.

The Housing Authority will not be responsible for missed appointments. Cancellation of contracts, abatement of payment or termination of assistance will occur when HQS deficiencies are not corrected.

The PHA will make two attempts to inspect a unit using HQS guidelines for initial occupancy. If after a second attempt the unit does not meet HQS, no contract will be executed and the participant will need to find other housing.

The PHA will abate owner payments effective the date of the re-inspection or date documentation of completed repairs was due to the PHA if repairs are not completed at that time.

LEASE/OWNER APPROVAL, SECURITY DEPOSITS, UTILITIES AND HAP CONTRACTS

A. Lease/Owner approval.

(1) Nothing in this plan or in the Federal regulations intend to give any owner any right to participate in the housing programs. The PHA will not approve a unit under any of the following conditions:

(a) If information has been provided that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

(b) If directed by HUD that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or any other federal equal opportunity requirement, and such action is pending; or a court or administrative agency has determined that the owner violated such requirements.

(c) If the owner has violated obligations under a housing assistance payments contract under Housing Choice Vouchers of the 1937 Act (42 U.S.C. 1437f).

(d) If the owner has committed any fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

(e) The owner has engaged in any drug-related criminal activity or any criminal activity.

(f) The owner has a history or practice of failing to terminate tenancy of tenants of units for activity engaged in by the resident, any member of the household, a guest or another person under the control of any member of the household that:

- (i) threatens the right to peaceful enjoyment of the premises by other residents;
- (ii) threatens the health or safety of other residents, PHA employees, or of owner's employees;
- (iii) threatens the health or safety of or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
- (iv) is drug-related criminal activity or violent criminal activity

(g) The owner has a history or practice of non-compliance with the HQS for units leased under the programs of the PHA or any other federal housing program.

(h) The owner has a history or practice of renting units that fail to meet State or local housing codes.

(i) The owner has not paid State or local real estate taxes, fines or assessments.

(j) If the owner is the parent, child, grand-parent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction is applicable at the time a family initially receives assistance (not for continued assistance with approval of a new unit).

2. Owners will be advised that the PHA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's responsibility. Listing of a family on the PHA waiting list, or selecting a family for participation in the program, is not a representation by the PHA to the owner about the family's expected behavior or suitability for tenancy. The PHA must give the owner information it has as to the family's current address and the name and address (if known) of the landlord at the family's current and prior address. The PHA may give the owner information about the family's tenancy history or about any drug-trafficking activity by the family members.

All owners and families will be provided the same types of information.

3. The PHA may utilize the owner's lease form that the owner uses for other unassisted units. The Housing Choice Voucher staff may review all owners' leases for HUD required provisions (see Regulation 982.308 for requirements) and prohibited lease content prior to execution. The HUD Lease Addendum form must be executed and attached to all owner lease forms in order for the unit to be accepted under the program. In the event the owner refuses to execute the HUD Lease Addendum, the PHA cannot execute a HAP contract with the owner.

4. An owner desiring to participate in the Housing Choice Voucher Program must attend an Owner Briefing.

B. Security Deposits.

Owners may collect a security deposit from the tenant; however, the security deposit may not be in excess of amounts charged by the owner to unassisted tenants. In any case, the amount of security deposit may not exceed one month's contract rent.

Landlords will be advised to collect market rate security deposits for assisted units. Should the tenant vacate the unit owing unpaid rent or amounts for damage claims, the PHA is not responsible for any reimbursement to the owner should the security deposit be insufficient to cover amounts the tenant owes under the lease. Owners will be advised that it will be necessary to collect any balances owed from the tenant.

Any unused or unclaimed portion (amounts owed by the family to the owner for unpaid rent or amounts owed under the lease) of a security deposit must be refunded to the family by the owner, in accordance with State law.

C. Utilities.

Participants may be required to prove, at any time, that the utilities are being continued by the family.

The PHA will adopt and update, as necessary, the utility allowance schedule to be used for computing utility allowances. If there has been more than a 10% change in the utility rates in the jurisdictional area of the PHA, the PHA must revise the utility allowance schedule.

The PHA must use in determining the utility allowance per household, the lower of:

- 1) The voucher size
- 2) The actual dwelling unit size

The PHA must approve a utility allowance which is higher than the applicable amount on the schedule should same be requested by a family that includes a person with disabilities. The PHA will use its discretion in considering a reasonable amount of increase based on individual circumstances.

D. HAP Contract.

The PHA will use its best efforts to execute the Housing Assistance Payment (HAP) contract before the beginning of the lease term; however, the HAP contract cannot be executed until a unit passes the above requirements and the participant has executed the lease agreement. The Housing Assistance

Payment (HAP) contract must be executed no later than 60 calendar days from the beginning of the lease term. Failure of the participant to execute the lease or failure of the landlord to execute the Housing Assistance Payment contract within (15) working days, after notification, can result in termination of assistance and/or contract. Any HAP contract executed after the 60-day period is void, and no HAPs will be paid to the owner. Potential participants will be advised that they are responsible for all rent should they enter into a lease agreement with an owner prior to passing inspection and the execution of a HAP contract with the owner.

The PHA may, in extenuating circumstances, pay housing assistance payments after execution of the HAP contract (in accordance with the HAP contract), to cover the portion of the lease term before execution of the HAP contract not to exceed 60 days.

Upon execution of the HAP contract, the unit passing inspection, and the move-in date of the participant, the PHA will commence payments on behalf of the family. Payments will continue until the contract is canceled/terminated or the family's total tenant payment equals gross rent. The termination of eligibility at such point will not affect the family's other rights under the lease, nor will such termination preclude the resumption of payments as a result of later changes in income (for a period not to exceed 180 days), rents or other circumstances during the term of the contract. Eligibility may be terminated in accordance with the contract requirements for failure to submit requested verifications, failure to meet any of the disclosure and verification requirements of the program, failure to comply with the reexamination requirements set forth herein, and/or failure to sign and submit consent forms. The HAP contract automatically terminates when there are no housing assistance payments made on behalf of the family for a period exceeding one hundred eighty (180) days.

In order to receive HAP, owners must set up for direct deposit of the HAP. Contracts, leases and direct deposit forms received after the 20th of the month, HAP will be direct deposited the first of the 2nd month after all paperwork is received.

Upon inspection by the PHA, written notification of any tenant-caused damage will be reported to the family and the owner. Failure of the family or the owner to correct any failed housing quality standards, regardless of responsibility, is grounds for termination of the HAP. The PHA will provide written notice of any such HAP termination to the family and the owner.

The PHA will abate payment or housing assistance in part or in whole (depending on the date repairs were completed) if it is determined that the owner/landlord is responsible for and is not meeting obligations under the HAP contract for maintaining and operating the unit according to the Housing Quality Standards or any other standards established in the lease or by this policy. A written notification of such abatement will be sent to the landlord and resident. Termination of the HAP

contract may occur in the event that a unit continues to fail Housing Quality Standards after the time period provided by the PHA for repair has passed.

E. Lease Terminations by Owners

(1) The owner may not terminate the tenancy except on the following grounds:

- (a) Serious or repeated violation of the lease terms and conditions;
- (b) Violation of federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or
- (c) For other good cause.

(2) The family is not responsible for payment of the portion of the rent to owner covered under the HAP contract between the owner and the PHA. However, the PHA will pay the HAP amount due if the family continues to reside in the unit until the owner has obtained a court judgment or other process allowing the owner to evict the tenant or when the HAP contract is terminated. The PHA's failure to pay the HAP to the owner is not a violation of the lease between the owner and the tenant. During the term of the lease the owner may not terminate the tenancy of the family for nonpayment of the PHA's housing assistance payment.

(3) The owner may terminate the lease for any activity engaged in by the resident, any member of the household, a guest or another person under the control of any member of the household that:

- threatens the right to peaceful enjoyment of the premises by other residents;
- threatens the health or safety of other residents, PHA employees, or of owner's employees;
- threatens the health or safety of or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
- is drug-related criminal activity or criminal activity including the manufacture of methamphetamine.

(4) Other good cause for termination of tenancy by the owner may include, but is not limited to, disturbance of neighbors, destruction of property, living or housekeeping habits resulting in damage to the unit, or the owner's desire to use the unit for personal use.

(5) Owners must give the tenant and the PHA a written notice that specifies the grounds for lease termination (may be included with an eviction notice, if applicable).

(6) Owners may keep the HAP for the month when the family moves out of the assisted unit. The PHA will not make any HAP to the owner for any month after the family moves out.

(7) If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last HAP (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

(8) Protections for Victims of Abuse

Owners must follow the new requirements of Violence Against Women Act (VAWA) 2005 in reference to the HCVP as follows:

- Owners may not evict a participant in regard to an incident/s of actual or threatened domestic violence, dating violence, sexual assault or stalking. This cannot be construed as serious or repeated violations of the lease or other good cause for termination.
- Criminal activity directly related to abuse engaged in by a household member, guest or other person shall not be cause for termination of the tenant or an immediate member of the household who is a victim of the abuse.
- The owner may remove from the lease only the person who has committed the abuse against another family member.
- The act does not limit an owner to evict any tenant if the owner can demonstrate an actual and imminent threat to other tenants or to employees if the tenant is not evicted.

F. HAP Contract Terminations by the PHA

Program participants must comply with the lease agreement and Program participant responsibilities. They must mutually agree with a landlord to cancel a lease and must provide the PHA with 30 days written notice of intent to vacate the unit for any reason (voluntarily leaving the program or desire to relocate to another unit). Notification to the owner must be in accordance with the Lease requirements. Participants will be allowed to request another Voucher in the event of a desire to relocate to another unit (with notice as above indicated). The participant's time limit (60 days)/ (90) days in the case of Portability, in the event of a failure to locate another unit, may be extended with the approval of HCVP Supervisor for extenuating circumstances.

Other than the termination of eligibility as set forth above, terminations will be made in accordance with the terms and conditions of the HAP contract with the owner. Terminations of a family's

assistance in the program will also necessitate termination of the HAP contract with the owner. The following are grounds for the PHA's termination of the HAP contract and the families' assistance:

- (1) If the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.
 - Families will be chosen to be terminated; with the exception of elderly or disabled families, based on a first in, first out basis.
 - In the event participants are terminated due to insufficient funding to support continued assistance and funding is made available to reinstate families, the PHA will contact the families by mail based on a last out, first in basis before housing applicants from the waiting list as long as the time out has not exceeded a 90 day period.
- (2) Action or inaction (failure to act) by the participating family or violation of family obligations, termination of tenancy, eviction, or failure to correct any family-caused housing quality standards failure (including failure to keep continuous utility services, provision and maintenance of any appliances that the owner does not or is not required to provide, or failure to repair or reimburse the owner for any damage to the dwelling unit or premises by any member of the household or guest).
- (3) Allowing any unauthorized person(s) to live in an assisted unit beyond a visitor period not to exceed (14) days per year.
- (4) If a participant has committed any fraud or has made willful misrepresentations in connection with any federal housing assistance program.
- (5) The family has violated any participant obligation or breached any agreement (see obligations of the family).
- (6) Failure to comply with the requirements under a contract of participation in the Family Self-Sufficiency program.
- (7) Drug/substance abuse-related (to include alcohol) or criminal activity by any member or guest of the participant family. At any time, the PHA may deny assistance to an applicant, or terminate assistance to a participant family, if any member of the family has committed or commits any drug-related criminal activity or criminal activity (to include those convicted of the illegal manufacturing or producing of methamphetamine (speed)). Persons convicted of manufacturing or producing methamphetamine (speed) are permanently denied eligibility of assistance in Public Housing or Housing Choice Voucher Programs. The PHA will enforce "One Strike, You're Out" procedures. The PHA will use its discretionary privileges under the program based on a preponderance of evidence and credible evidence (see Section V, Definitions).

- (8) Any uncorrected Housing Quality Standards failures or any family instituted or caused failure of any of the Housing Quality Standards.
- (9) Failure to continuously occupy the unit under lease and HAP contract for more than 60 consecutive days (no member of the family is residing in the unit) unless the PHA provides approval of the absence for extenuating circumstances. In no case shall the family be permitted to be absent from the unit for a period of more than 180 consecutive days.
- (10) Failure of the part of the landlord/owner to correct any Housing Quality Standards.
- (11) Mutual rescission of the lease by the owner and participant.
- (12) Participant move with proper notice to owner and PHA.
- (13) Moves required due to over-crowded units.
- (14) Rental increases by owners beyond rent reasonableness for the area.
- (15) Family currently owes monies to the PHA or to another PHA in connection with the Housing Choice Voucher or Public Housing Program - Family is in breach of a Repayment Agreement with any PHA.
- (16) If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.
- (17) A violation of HQS occupancy standards because of an increase due to a change in family size and composition. The PHA must issue the family a new voucher and the family must find and select a new unit that meets the program requirements. In the event the family refuses to move when notified, the PHA will terminate the HAP contract and assistance.
- (18) As applicable to the HAP contract, one hundred eighty (180) days after the last housing assistance payment is made to an owner on behalf of a family (automatic termination).
- (19) Failure to accurately report income.
- (20) Protections for Victims of Abuse.

The HCVP will incorporate the new requirements of Violence Against Women Act (VAWA) 2005 into the HCV HAP Contract and Tenancy Addendum as follows:

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease or other good cause for termination of the assistance, tenancy, or occupancy rights of such a victim.

Criminal activity directly relating to abuse, 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 assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault or stalking.

Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may bifurcate a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others.

This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher Program.

Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of 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 the household members in cases where a family breaks up.

Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

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 from victims of domestic violence, dating violence, sexual assault or stalking.

The PHA will provide written notice (according to the terms and conditions of the HAP contract and/or the Housing Choice Voucher) of program termination, and will indicate if the participant has the right to an informal hearing.

HOUSING AUTHORITY, OWNER, AND PARTICIPANT RESPONSIBILITIES AND OBLIGATIONS

In addition to provisions contained in the Voucher, HAP Contract and/or Lease, the following are included but not limited to, the responsibilities and obligations of the parties participating in the programs:

A. Housing Authority:

- (1) Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
- (2) Public invitation to owners to make units available for leasing by eligible families and development of working relationships and contracts with landlords, appropriate agencies, associations, and groups.
- (3) Receipt and review of applications, verification of income, and other factors related to eligibility, amounts of assistance, and maintenance of a waiting list.
- (4) Issuance of Housing Choice Vouchers to eligible families.
- (5) Notification of families determined to be ineligible.
- (6) Provision to Housing Choice voucher holders of basic information on applicable housing quality standards, inspection procedures, owner and tenant responsibilities, and basic rules.
- (7) Determination of Total Tenant Payment and Tenant Rent.
- (8) Determination of Housing Assistance Payments (HAPs).
- (9) Explanation of program procedures to owners.
- (10) Review of and action on Requests for Tenancy Approval, including monitoring to assure that the limitations on use of Housing Choice Vouchers housing assistance in subsidized projects are observed.
- (11) Distribution of Housing Assistance Payments.
- (12) Provision of housing information to assisted families and referral of such families to appropriate social service agencies, if needed.
- (13) Reexamination of income, family composition, medical expenses or other eligible expense, and redetermination of Total Tenant Payment and Tenant Rent.

- (14) Adjustment of the amount of Total Tenant Payment, Tenant Rent, utility reimbursement, and/or HAP.
- (15) Inspections to determine that units are maintained in decent, safe, and sanitary condition, and written notification to owners and families of adverse determinations.
- (16) Administration and enforcement of Contracts with owners and taking appropriate action in cases of noncompliance, default, program abuse and fraud.
- (17) Compliance with equal opportunity requirements, including efforts to provide families assistance in locating housing in areas outside of economically and racially concentrated areas.
- (18) Determine who can live in the assisted unit, at admission and during the family's participation in the program.
- (19) Conduct informal reviews of certain PHA decisions concerning applicants for participation in the program.
- (20) Conduct informal hearings on certain PHA decisions concerning participant families.
- (21) Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.
- (22) Issue IRS Form-1099 for rental payments to agents/owners (to the Payee on issued rental payments and/or whoever executes the HAP Contract).
- (23) Any other task given priority consideration and support by the Board of Commissioners.

B. Owners/Landlords:

- (1) Performance of all property management and renting functions, including selecting a housing choice voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
- (2) Maintaining the unit in accordance with HQS or other standards as specified in this Administrative Plan, including performance of ordinary and extraordinary maintenance.
- (3) Payment for utilities and services (unless paid directly by the family).
- (4) Collection of security deposit, the tenant's contribution of rent, and any charges for unit damage by the family.
- (5) Collection, preparation and reporting of information required under the Housing Assistance Payment Contract.
- (6) Compliance with the applicable provisions of this Administrative Plan.
- (7) Compliance with equal opportunity requirements.

- (8) Notify the PHA and family of any changes in the amount of rent at least sixty days before any such changes go into effect, and any such changes are subject to rent reasonableness requirements.
- (9) Notify the PHA of any proposed charges (including charges for household appliances, utilities, or any other service) to the tenant's family other than those in the approved HAP contract and lease.
- (10) Determining when to evict, advising the PHA, and proceeding with the action through proper legal action.
- (11) Comply with South Carolina Landlord/Tenant Act and any amendments thereto, as well as Fair Housing Laws.
- (12) Owners that are absent (i.e. out of state) must identify a local contact person or agent who is authorized to make decisions on the owner's behalf.
- (13) Owners must make reasonable accommodations in rules, policies, practices or services if necessary for a person with disabilities to use the housing unit and must allow the person with a disability to make reasonable modifications in accordance with 24 C. F. R. 100.203.
- (14) Owners must attend at least one Owner Briefing in order to be eligible to participate in the HCVP.

C. Program Participants:

- (1) Execute or provide any required certifications, consent and release of information forms, or other documentation which the PHA or HUD determines to be necessary, including submission of required documents required for initial, interim or annual reexamination of family income and composition (includes submission of required evidence of citizenship or eligible immigration status). All income increases must be reported in writing within 14 days of change. Housing Choice Voucher tenant based participants must disclose, by providing a copy of, letters and other information received from HUD regarding their income or income discrepancies.
- (2) Allow the PHA or landlord/owner to inspect the dwelling unit at reasonable times and after reasonable notice (no notice required for cases of an emergency).
- (3) Notify the Housing Authority and owner/landlord in writing at least thirty (30) days before vacating the dwelling unit.
- (4) Use the dwelling unit solely for residence by the PHA approved family as the family's only residence.
- (5) Comply with the terms of the lease agreement.

- (6) Prevent any damage or family-caused housing quality standards failure (including continuous utility services), control the conduct and/or actions of their family members, guests and visitors, and if any damage occurs, pay for any damage to the unit that is caused by the tenant, family, guests, or visitors.
- (7) Refrain from committing any fraud in connection with the Housing Choice Voucher or any other Federal, State or local assistance program.
- (8) Refrain from receiving assistance under the Housing Choice Voucher Program while occupying or receiving assistance for occupancy of any other unit assisted under any subsidized housing program.
- (9) Refrain from assigning the lease or transferring the unit by any means.
- (10) Refrain from engaging in drug/substance abuse-related or criminal activity, including any such activity by any family member or guest on or off the premises.
- (11) Not allowing any individuals unauthorized by the PHA to live in the unit. Guests or visitors may only be permitted to visit with the family for not more than fourteen (14) days per calendar year.
- (12) Refrain from activity on the part of any member of the family, guests or visitors that would disturb any neighbor's peaceful enjoyment of their own accommodations.
- (13) Disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with federal regulations.
- (14) Provide the PHA a copy of any owner eviction notice.

- (15) Notify the PHA of any absence from the unit and supply information/certification requested by the PHA to verify that the family is living in the unit, or relating to family's absence from the unit.
- (16) Disclose in writing any decrease or desired changes in family size and composition. PHA approval must be granted for any adding family members unless by birth, adoption, or court-awarded custody of a child. Changes to unit size may be necessary according to program requirements when family size changes occur. In the event the family refuses to locate a new unit/move when notified, the PHA will terminate the HAP contract and assistance.

ANNUAL RE-CERTIFICATION, INTERIM CHANGES AND REEXAMINATIONS

A. Annual Re-certification:

Annual re-certification must be done on or before the anniversary date of the HAP contract for all participants in the Housing Choice Voucher Program. However, for fixed income households; full reexamination and redetermination of income must be performed at least every 3 years. For fixed income households, income determination may be performed by applying to a verified source of income a cost of living adjustment (COLA). Program participants must report to the PHA all changes in income, any additions or deletions of household members, and deduction changes (such as child care). Participants will be notified in writing of the re-certification at least sixty (60) days prior to the

anniversary date of the HAP contract. Participants will be given an appointment for re-certification. Cancellation and rescheduling of an appointment will be permitted; however, only one rescheduled appointment will be allowed. Failure to re-certify will be deemed as inaction by the participating family and a violation of the family's obligations and is grounds for termination of assistance. Participants and owners will be provided with written notification at the end of the reexamination that will indicate all changes from the previous initial HAP contract or previous adjustment.

The PHA will no longer be required to conduct interim reexaminations unless requested by the participant. However, the participant is required to report to the PHA any information regarding changes in income or household composition.

A retroactive adjustment will be processed to accommodate the earned income exclusion program, (disabled individuals only) in accordance with HUD regulations; this adjustment will have no financial impact on the participant. Rent will be based on income reported at annual recertification appointments. Recertification appointments will occur at least once every 12 months or at least every 3 years for fixed income households in accordance with HUD regulations, and may not necessarily occur at the same month each year.

B. Unit Transfers/Moves:

Program participants may request to move to another unit; however, moves will not be permitted during the initial term of assisted occupancy and only one move can be made in a 12 month period. Requests to move must be in writing - a copy of the participant's notice to owner is retained in the file. The PHA will issue a new voucher only if the family has previously fulfilled all obligations and responsibilities under the Housing Choice Voucher Program, and has not committed any fraud, program abuse (including non-payment of amounts owed to the PHA under a repayment agreement), and/or is responsible for or failed to correct any tenant-caused damage to an assisted unit. The program participant will be given the same required sixty (60) days to locate another unit. Extensions will only be given for extenuating circumstances.

In the event the participant fails to notify the PHA and the owner prior to the expiration of the Voucher of their intent to remain in their present unit or provide the required Request for Tenancy Approval for another unit, the participant's assistance may be terminated and the participant will be solely responsible for rent (under the lease) to the owner.

A PHA may deny a request to move to a higher cost unit within the PHA's jurisdiction or to higher cost area in accordance with 24 CFR 982.314(e)(1) if the PHA would be unable to avoid terminations of

Housing Choice Voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for HAP.

Families denied a move to a higher cost unit due to lack of funding will be notified in a letter that the request will remain open for consideration for 90 days should funds become available.

A participant may be required to move under the following circumstances:

- (1) The participant has contacted an owner for necessary repairs that would fail the HUD established Housing Quality Standards and the repairs are not made. The participant must contact the PHA in these circumstances.
- (2) units that do not pass the annual housing inspections or special inspections as above set forth and the owner fails to make the necessary repairs in the time frame for completion as indicated in writing to the owner by the PHA.
- (3) the owner has notified the PHA of their intent not to continue the lease.
- (4) over-crowding of unit size.

C. Interim Changes:

Program participants must report to the PHA all changes in income, any additions or deletions of household members, and deduction changes (such as child care) in writing within fourteen (14) days from the date of change. Failure to report may result in program termination and/or criminal prosecution.

For all income change that results in a decrease of the participant's total tenant payment, an interim adjustment must be made and will become effective the first of the following month after the participant reports the change and verification is obtained by the PHA.

Interim adjustments will be made to correct any errors which may have occurred under the initial certification or for any subsequent reexaminations.

Increases in rent will become effective the first of the month following a 30-day notice by the PHA to the participant. In cases of a participant's failure to report income increases, the rent change will be made effective the 1st of the next month (no 30-day notice required); however, the participant may be required to pay back money owed that resulted in an overpayment of HAP.

If applicable, all income and rent adjustments will be made for all FSS participants.

Zero income families will be contacted on a quarterly basis concerning the status of their household income. They will be advised to seek assistance from supportive agencies (DSS, Job Service, etc.). Participants that have no source of income for a period of more than three (3) consecutive months will be required to submit statements of survival until employment or other means of financial support is obtained or assistance may be terminated. The PHA will utilize information provided by the family to establish income if the family has failed to identify the source of income. This will include amounts paid for normal living expenses. The PHA may request a credit report on these families for rent determination purposes to see if there are any amounts paid to the household on a regular basis.

The PHA will consider on a case-by-case basis and use its best judgment in determining who remains in the program if a family unit breaks up. Consideration will be given to interests of any minor children, custody issues, disability of any family members, etc. In the event of judicial proceedings in a separation or divorce, the PHA will be bound by any court determinations.

D. Limitations on Household Size:

When an assisted family reports a change in family composition due to family member/s leaving the unit, a verification of the family member's new place of residence will be requested in order for a rent adjustment to be processed. Acceptable forms of verification are:

- a lease or rental agreement in the family member's name which includes the address of the residence and the owner's name and address
- new utility service at another unit
- South Carolina driver's license or ID recently obtained, listing a new address
- statement from a recognized agency providing services to the family member/s at another address
- other forms of verification will be reviewed at the discretion of the department head

The Housing Authority will consider additions to the household that include immediate family members that will not require an increase in the family's voucher size. Exceptions may be made at the discretion of the Housing Authority in cases of verified medical emergencies, death of a parent or other unusual circumstances. Situations involving unusual circumstances must be staffed with the department members.

REPAYMENT AGREEMENTS AND COLLECTIONS

Should the HA determine that HAPs have been paid to an owner in excess of the amount that should have been paid due to unreported income, this will be considered fraud. Participants will be urged to pay 1/3 of the balance due in order to enter into a repayment agreement with the HA. Monthly installments will be set to allow the participant to pay the remaining balance. The HA will charge zero (0) finance charges on uncollected balances. Unpaid debts will be forwarded to the SC State Department of Revenue, Debt Set-off Collection Department.

In the event of extreme hardship cases, the HA has the right to amend the repayment agreement. The HA can refuse to allow the participant to receive another voucher for future moves until the amount is paid in full. The HA will terminate assistance for non-payment or failure to comply with the terms of the repayment agreement.

Repayment agreements will not be entered into with owners. In the event that an owner is paid any excess amounts not due by the HA, then the following are the conditions for payment:

- (1) the amount owed will be deducted from any future HAP payments for the same participant family or other participant families in units owned by the owner or
- (2) the amounts are due to the HA upon notification in writing to the owner.

Any repayment amounts must be paid by money order. The HA will not accept cash. Receipts will be issued for amounts paid in person at the HA office.

PORTABILITY

The PHA will adhere to portability program requirements. The Federal Regulations permit portability moves in the Housing Choice Voucher Program to a jurisdiction of a PHA anywhere in the United States that administers a tenant-based program.

The PHA may deny a portability transfer if in fact funding is insufficient for continued assistance in accordance with HUD regulations.

- In the event portable transfers are denied due to insufficient funding the PHA will contact the participant family by mail that the request to port will remain open for consideration for 90 days should funding be made available to allow the portability or another PHA is willing to absorb the family.

Participants not having a legal domicile in the jurisdiction of the PHA at the time the family applied for assistance must rent a unit in the PHA's jurisdiction for at least twelve (12) months before being eligible for portability. At the option of the HA, applicants that receive assistance from the HA may be granted a waiver of this requirement if requested and approved as a reasonable accommodation.

A. As an Initial PHA:

In portability moves where the PHA is the initial PHA, staff will contact the receiving PHA to initiate the move. If the participant has complied with the program regulations and this Administrative Plan, a new voucher may be issued to the participant to be given to the receiving PHA.

The regulations allow the receiving PHA to administer the initial PHA's voucher or issue one of its own vouchers. The Housing Choice Voucher staff must send a letter of good standing for the participant family, the completed voucher, the current HUD-50058 and other required portability information. The Housing Choice Voucher staff must indicate the date by which the family must submit a Request for Tenancy Approval. The PHA will follow the guidelines set forth in this Administrative Plan for allowable extensions.

In the event the participant will be porting out of state, the PHA will issue a voucher for 90 days. A possible 30 day extension may be granted at the discretion of the HCV staff under extenuating circumstances such as severe illness or hospitalization (documentation may be required), extremely large families seeking scarce larger bedroom units, persons needing units designed for the disabled, or for a unit that the family has located and repairs are in progress.

In the event that the receiving PHA indicates its intention to administer the initial PHA's voucher and the family has not located suitable housing within the ninety (90) days (with no permitted extension of time granted), the receiving PHA and the participant will be notified of the loss of housing assistance by the initial PHA.

The Initial PHA must reimburse the Receiving PHA for the administrative fees, and the hard-to-house fee, if applicable. The Housing Choice Voucher staff will notify accounting of the move so that bills from the initial PHA will be anticipated and paid promptly by the receiving PHA.

B. As a Receiving PHA:

The PHA will determine on a case-by-case basis whether to administer the initial PHA's voucher or issue one of the PHA's vouchers (based upon funding availability). It is the responsibility of the initial PHA to contact the receiving PHA indicating the participant's intent to move, provide a letter of good standing, provide a voucher, provide the HUD-50058 and other required Portability information. The receiving PHA will only assist the participant if the initial PHA has issued a new voucher to the participant entitling them to seek another unit. The participant must be re-certified initially and annually for the purposes of determining housing assistance payments.

In the event that the administration of another PHA's Voucher is necessary, Housing Choice Voucher staff will provide immediate notice to the accounting staff so that timely billing to and payment from the initial PHA can be accomplished for the administrative fees, preliminary expense, and the hard-to-house fee, if applicable. The Housing Choice Voucher staff must notify accounting immediately should the family cease to participate in the program.

C. Subsequent moves:

The PHA, as the initial PHA, limits the portability moves of participants, to not more than one move in any twelve (12) month period (after initial lease-up period of twelve (12) months and after).

D. Income Limits:

The applicable income limit for the participant is always the income limit for the area in which the family initially leases a unit and first becomes a Housing Choice Vouchers participant. Any potential program participant who is not a current program participant must be income eligible in the new program area (where they are to be assisted).

COMPLAINTS AND HEARINGS

A. Discrimination Complaints

If there is notification to the PHA that there is reason to believe that there has been any discrimination on the basis of race, color, creed, sex, disability status, familial status, or national origin, the PHA will provide the Fair Housing Complaint Form, HUD-903, and any assistance deemed necessary.

B. Informal Reviews and Informal Hearings

The PHA will utilize its Tenant-Based Informal Review and Informal Hearing Policy.

OTHER ADMINISTRATIVE FUNCTIONS

The PHA will annually review and, where necessary, make changes to utility allowances and policies/procedures.

Payment Standard changes for the Housing Choice Voucher program will be reviewed annually.

The Assisted Housing Administrator or other staff appointed by the Administrator will conduct internal quality reviews on the files for accuracy and completeness of documentation. Staff will be monitored and counseled in any deficient areas.

The PHA will follow-up on any reports of fraudulent activity on the part of Housing Choice Voucher staff, applicants, participants, or owners. Documentation, when obtainable, will be compiled and an internal review will be conducted as to credible evidence by the Housing Choice Voucher staff. In the event that the documentation is sufficient to pursue further action, the Executive Director will be notified to determine the resulting actions by the PHA.

The Authority will conduct random audits of files to include verification of income, deductions, utility allowances or other factors that affect TTP. In cases where a computation adjustment is necessary, regardless of cause, the Authority will process an appropriate adjustment, retroactive adjustments shall not exceed three years from the effective date of the action.

The PHA's operating reserve funds may be expended for other housing purposes consistent with the authority of the PHA under State and local law, provided that the amounts used for other housing purposes are not required for projected administrative expenses through the remaining Annual Contribution Contract terms. Expenditures made for other housing purposes, consistent with State and local law, must be procured and committed in accordance with the current Procurement Policy adopted by the Board of Commissioners. The threshold for such expenditures may not exceed \$3000.00 per purchase without prior approval by the Board of Commissioners.

Program accounts and related records and files will be maintained in accordance with HUD regulations for at least three (3) years. All records and files for applicants and participants will be maintained for at least three (3) years to include leases, HAP contracts, applications, records that provide income, racial, ethnic, gender and disability status, HUD-required reports, unit inspection reports, and lead-based paint inspection records.

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Background: The acronym LEP refers to people who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. There are no hard-and-fast criteria for determining whether an individual's command of English is "limited". In general, the individual has to make this determination for him or herself. (Nan McKay & Associates, 2005).

1. PLAN STATEMENT

The Housing Authority (PHA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with federal guidelines the PHA will make reasonable efforts to provide or arrange free language assistance for its LEP clients, including applicants, recipients and/or persons eligible for public housing, Section 8/Housing Choice Vouchers, and any other PHA programs.

2. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The PHA will periodically assess and update the following four-factor analysis, including but not limited to:

- A. The number or proportion of LEP persons eligible to be served or likely to be encountered by the PHA.
- B. The frequency with which LEP persons using a particular language comes into contact with the PHA.
- C. The nature and importance of the PHA program, activity or service to the person's life.
- D. The resources available to the recipient.

3. LANGUAGE ASSISTANCE

1. A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to PHA programs and activities.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. The PHA will determine when interpretation and/or translation are needed and are reasonable.
3. PHA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the PHA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, the PHA will make reasonable efforts to provide free language assistance. If reasonably possible the PHA will provide the language assistance in the LEP client's preferred language.

The PHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The PHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

4. TRANSLATION OF DOCUMENTS

- A. If the PHA determines that translation is necessary and appropriate, the PHA will translate selected mailings and documents of vital importance into that language.
- B. As opportunities arise, the PHA may work with other housing authorities to share the costs of translating common documents, which may include language groups which do not (yet) reach the threshold level in the PHA's client population.

C. The PHA will consider technological aids such as Internet-based translation services which may provide helpful, although perhaps not authoritative, translations of written materials.

5. INTERPRETERS

A. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. PHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.

B. An LEP person may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the PHA. If possible, the PHA should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

C. If an LEP client prefers an informal interpreter, after the PHA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.

D. If an LEP client wants to use their own formal interpreter, the PHA reserves the right to also have a formal interpreter present.

6. OUTSIDE RESOURCES

A. Outside resources may include community volunteers, PHA residents or Housing Choice Voucher/Section 8 participants.

B. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

C. The PHA will also use language identification flashcards to assist LEP persons along with internet websites such as www.freetranslation.com, which translates text and web pages from one language to another, including English, German, Spanish, French, Italian, Portuguese and Russian.

EIV SYSTEM

The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of individuals who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with Social Security Administration (SSA) and U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth, and social security number) reported on the form HUD-50058.

PHAs are required to review the EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed.

The Housing Authority will also use the EIV System for an Existing Tenant Search to determine if the applicant is currently assisted with another agency.

All PHA staff that have a need to access the EIV system, is required to complete and submit the EIV Access Authorization Form & Rules of Behavior and User Agreement. The user's access must be approved by the PHA Executive Director or designee in order for the local HUD office to process all EIV access requests. Individuals who will not directly access the EIV system, but will have access to the EIV data in printed or electronic form is also required to complete the EIV Access Authorization Form & Rules of Behavior and User Agreement and maintain on file (do not submit the form to the local HUD office).

Use of EIV Income Report as 3rd Party Verification:

- EIV = UIV
- Do not use EIV to calculate annual income for current reexams—the data is too old.
- Supplement EIV with tenant-provided documents
- Use current income documents for income calculations

Mandated EIV Use: Required for File Documentation:

Maintain the following documents in the tenant file:

- Annual Reexams: EIV Income Report, current acceptable tenant-provided documentation, and if necessary, traditional 3rd party verification.
- Interim Reexams:

- ❖ No Income Discrepancy: ICN page
- ❖ If Income Discrepancy: EIV Income Report
- ❖ Include current acceptable tenant-provided documentation, and if necessary, traditional 3rd party verification.
- Within 120 days of the PIC submission date for each new admission and historical adjustment transaction, the PHA is required to:
 - ❖ Review and maintain EIV report in tenant file
 - ❖ Resolve any income discrepancy within 60 days of EIV Income Report date

Required Monitoring of EIV Reports:

Monthly:

- Deceased Tenants Report
- Identity Verification Report
- Immigration Report

Quarterly:

- Income Discrepancy Report
- Multiple Subsidy Report
- New Hires Report
- ❖ Only if the interim increase policy is in effect which modifies family rent

Income Discrepancy Resolution:

- Compare EIV-reported and tenant-reported income information
- Identify unreported/underreported income sources and/or amounts
- Request documentation from tenant
- If tenant is unable to provide documentation, PHA is required to request traditional 3rd party verification
- If applicable, determine retroactive rent
- The tenant must be provided an opportunity to contest the PHA's determination
- The tenant must be provided a 30-day notice period prior to the termination, denial or suspension.

EIV Record Retention Requirements:

PHAs may maintain EIV records for a period not to exceed:

- 3 years from the EOP date; or
- After an expiration period of all possible judicial appeals (ex: 7 years after debt is satisfied)

How Erroneous EIV Information is Corrected:

Sometimes the originator (source) of EIV information makes an error when submitted or reporting information. HUD cannot correct erroneous EIV information. Only the originator can correct erroneous information. Refer tenant to the source of the information.

- Originators of EIV Information
 - ❖ Employment & Wage Information---- the employer
 - ❖ Unemployment benefit information---- the local State Workforce Agency (SWA)
 - ❖ Social Security (SS) and Supplemental Security Insurance (SSI) benefit information---- the SSA
 - ❖ Debts owed to PHAs and termination information---- the PHA

Identity Theft:

Seemingly incorrect EIV information may be a sign of identity theft. Someone else may be using an individual's SSN, either on purpose or by accident. Tenants should file an identity theft complaint with the local police department or Federal Trade Commission (FTC) by calling (877) 438-4338 or visit the FTC website at www.ftc.gov

EIV SECURITY

Security procedures will be followed as in accordance with HUD published EIV System PHA Security Procedures Manual. The data in EIV contains personal information on individual participants which is protected under the Federal Privacy Act. The information in EIV may only be used for limited official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.

EIV access should be restricted only to persons whose duties or responsibilities require access. EIV data should be maintained in secure areas. These include, but are not limited to, locked containers of various types, locked rooms and locked buildings. Access to the areas where EIV data is maintained should be limited even during regular work hours.

Users should retrieve computer printouts as soon as they are generated so that EIV data is not left lying unattended in printers where unauthorized users may access them. A computer should never be left unattended with EIV data displayed on the screen. It is essential that the methods used to dispose of records are thorough, such as shredding or burning.

Security awareness training is a crucial aspect of ensuring the security of the EIV system and data. All employees having access to EIV data should be briefed at least annually on the security policy and procedures that require their awareness and compliance.

EIV Disclosure Policy

- The Federal Privacy Act (5 USC 552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of the individual.
- EIV data of an adult household member may not be shared with another adult household member unless written consent has been provided.
- PHAs are not prohibited from discussing with the HOH and showing the HOH how the household's income and rent was determined based on the total family income reported and verified.
- EIV information may only be used for determining eligibility and level of assistance for PIH rental assistance programs.
- PHAs are authorized to disclose EIV data to the:
 - ❖ Individual to whom information pertains to
 - ❖ Receiving PHA under portability
 - ❖ Federal, State, or local court upon receipt of a court order (subpoena)
- PHAs are authorized to disclose EIV data to:
 - ❖ Internal and external auditors
 - For audit-related purposes only
 - ❖ Lawyers, court personnel, and other agency personnel associated with grievance or judicial proceedings relating to independently verified unreported income identified through EIV
- Notify HUD in writing of all court-ordered requests for EIV information

PROJECT BASED VOUCHERS (see PBV ADMIN Plan)

The PBV program is administered by a PHA that already administers the tenant-based voucher program under ACC with HUD. In the PBV program, the assistance is "attached to the structure". Project Based Vouchers operate under the regulation of the tenant-based voucher program with the exceptions of 24 CFR Part 982 paragraphs (b) and (c) which do not apply to the PBV program.

Owner Proposal Selection:

Public Notice will be advertised by the PHA of the request for PBV proposals in the local newspaper of general circulation with a submission deadline. Detailed application and selection information will be provided at the request of interested parties.

The PHA will 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.

Violence Against Women Reauthorization Act of 2013 (VAWA)

The Violence Against Women Reauthorization Act (VAWA) of 2013 expands judicial and law enforcement tools to combat violence against victims of domestic violence, dating violence, sexual assault, and stalking. VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The US Department of Housing and Urban Development (HUD) is the Federal agency that oversees the compliance of VAWA for the Housing Choice Voucher Program.

Protections for Applicants

Individuals who may qualify for the Housing Choice Voucher Program cannot be denied admission or denied assistance because they are or have been a victim of domestic violence, dating violence, sexual assault, and stalking.

Protections for tenants

A participant or affiliated individual under the Housing Choice Voucher Program may not be denied assistance, terminated from participation, or be evicted from rental housing because they are or have been a victim of domestic violence, dating violence, sexual assault or stalking. An affiliated individual means spouse, parent, brother, sister, child, or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser from the Household

A Public Housing Agency, landlord, or manager may bifurcate the lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. A PHA, landlord, or owner must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the Housing Choice Voucher Program or another HUD housing program covered by VAWA, or find alternative housing. A PHA, landlord, or owner must follow Federal, State and local eviction procedures when removing the abuser from the household. The PHA, landlord, or owner may, but not required to, ask for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to another unit

Upon the participant's request, the PHA, landlord, or manager may permit a move to another unit and still keep the participant's assistance. The PHA, landlord, or manager may request documentation that the request to move is because of an incidence of domestic violence, dating violence, sexual assault, or

stalking. If the request is for an emergency transfer/move, the housing provider may ask the participant to submit a written request or fill out a form that the participant meets the criteria for an emergency move/transfer. The criteria for an emergency move/transfer under VAWA are:

1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.
2. You expressly request the emergency transfer.
3. You reasonably believe you are threatened with imminent harm with further violence if you remain in your current unit, or you are a victim of sexual assault and the assault occurred on the premises during the 90-calendar day period before you request a transfer.

The PHA, landlord, or manager will keep confidential requests for emergency moves/transfers by victims of domestic violence, dating violence, sexual assault or stalking, and the location of any move by such victims and their families.

Documenting a Participant is or has been a victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

The PHA, landlord, or manager can but is not required to ask for documentation to certify participant or household member is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. Such requests must be in writing and allow the individual fourteen (14) business days from the day you receive the request to provide documentation. The PHA, landlord, or manager can, but does not have to, extend the deadline for submission of documentation. The participant/individual can provide one of the following to the PHA, landlord, or owner as documentation:

1. A complete HUD-approved certification form given to the participant/individual by the PHA, landlord, or manager along with HUD notice form 5380. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and description of incident. The certification form provides for the inclusion of the abuser if the name of the abuser is known and safe to provide.
2. A record of Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples include: police reports, protective orders, or restraining orders to name a few.
3. A statement, which the participant/individual must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, and with the professional selected by you attesting under penalty of perjury that he/she believes that the incident or incidents of abuse are grounds for protection.
4. Any other statement of evidence that the PHA, landlord, or owner has agreed to accept.

Failure or refusal to provide one of these documents within fourteen (14) business days means the PHA, landlord, or manager does not have to provide the participant/individual with the protections contained within the HUD notice form 5380.

If the PHA, landlord, or manager receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification from 2 or more members of the household claiming to be a victim and naming one or more of the other petitioning household members as the abuser), the PHA, landlord, or owner has the right to request third-party documentation within thirty (30) calendar days in order to resolve the conflict. Failure to provide third-party documentation where there is conflicting evidence meant the PHA, landlord, or manager does not have to provide protections to participant/individual contained within the HUD notice form 5380.

Confidentiality

The PHA, landlord, or manager must keep confidential any information provided relating to the exercise of the participant/individual's rights under VAWA, including the fact that the participant/individual is exercising their rights under VAWA. The PHA, landlord, or manager must not allow any individual (employees and /or contractors) administering assistance or other services to have access to this information under applicable Federal, State, or local law.

The PHA, landlord, or manager must not enter information into any shared database or disclose information to any other entity or individual. However, the PHA, landlord, or manager may disclose information provided if:

- The participant/individual gives written permission to release information on a time limited basis,
- PHA, landlord, or manager needs to use information to terminate/evict abuser under the program,
- Law requires the PHA, landlord, or manager to release the information.

VAWA does not limit the PHA, landlord or manager's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant eligible for Occupancy Rights under VAWA may have assistance terminated

Assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against the participant/individual. The PHA, landlord, or manager cannot hold participants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to participants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply and the participant's assistance terminated, if the PHA, landlord or manager can demonstrate that not terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other participants/individuals who work on the property.

If the PHA, landlord, or manager can demonstrate the above, terminating assistance should only happen if no other actions could be taken to reduce or eliminate the threat.

Other laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. The participant/individual may be eligible for additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under Federal, State or local law.

Non-compliance with the requirements of notice HUD Form 5380

Participant/individual may report a covered housing provider's violations of stated rights under HUD notice form 5380 to HUD Field Office.

For additional information

A participant can view a copy of the HUD's final VAWA rule at www.hud.gov

Additionally, the PHA, landlord, or manager must make a copy of HUD's VAWA regulations to participant/individual upon request.

For questions regarding VAWA, the participant/individual can contact Pee Dee Coalition in Florence SC.

For help regarding an abusive relationship, the participant may call National Domestic Violence Hotline at 1-800-799-7233 or for person with hearing impairments, 1-800-787-322 (TTY). You may also contact your local law enforcement office.

For participants who are or have been victims of stalking, may seek help from the National Center of Victims of Crime's Stalking Resource center at: <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, participants can contact the local law enforcement offices.

Attachments below to be given to all applicants/tenants/participants at denial of application, move-in, and termination of housing assistance: HUD 5380 & HUD 5382