

Section 8

Administrative Plan

Appendix A-1

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CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

The Section 8 Housing Choice Voucher Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Housing Choice Voucher Program, is described in and implemented through this Administrative Plan.

The Columbia Housing Authority administers and manages the Housing Choice Voucher Program, Homeownership Voucher Program, Moderate Rehabilitation Program, and Section 8 Special and Targeted Programs. The Housing Authority also administers the Housing Opportunity for People with Aids Program for the City of Columbia Community Development. Administration of these housing programs, as well as the functions and responsibilities of the staff shall be in compliance with the Housing Authority's Personnel Policy, and other referenced policies and procedures. All Federal, State and local housing laws are followed and the Housing Authority complies with Fair Housing Laws and Regulations.

A. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives but which are not a mere restatement of HUD mandated policies and procedures.

CHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The Board of Commissioners must approve changes to the Plan.

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 882: Moderate Rehabilitation Program
- 24 CFR Part 982: Housing Choice Voucher Program

Local rules that are made part of this Plan are intended to promote local housing objectives consistent with the intent of the Federal housing legislation.

B. LOCAL OBJECTIVES

1. To provide improved living conditions for extremely low and very-low income families while maintaining their rent at an affordable level.

2. Promote freedom of housing choice.
3. To encourage self-sufficiency of participant families and assist in the expansion of family Opportunities, which address educational, socio-economic, recreational and other human Service needs.
4. To provide the opportunity to move outside areas with a concentration of extremely-low income and very low-income households.
5. To provide Homeownership opportunity by utilizing the Housing Choice Voucher

C. FAIR HOUSING POLICY

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

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

- Title VI Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)
- Title II of the Americans with Disability Act of 1990
- Executive Order 11063
- Violence Against Women Reauthorization Acts of 2005 (VAWA)
- Section 8 504 of the Rehabilitation Act of 1973

To comply with applicable Civil Rights laws, CHA will provide Federal/State/local information to Voucher holders regarding discrimination and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all Fair Housing Information and Discrimination Complaint Forms will be made a part of the briefing packet. The Housing Assistance Payment Contract informs owners of the requirement not to discriminate against any person in connection with the contract.

In accordance with 24 CFR 8.21(c) (1), 8.24(a) 8.25 and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because CHA's facilities are inaccessible to or unusable by persons with disabilities.

CHA will investigate complaints of housing discrimination if applicant or resident believes they have discriminated against. An applicant or resident may report housing discrimination by contacting a HA representative, supervisor or in writing.

Posters and housing information are displayed to allow for reading from a wheelchair.

All Administrative facilities are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by a TTD/TDY telephone service provider (803-256-7762)

In addition, CHA are required to utilize the Relay Service (a service for those individuals with hearing and speech disabilities) at 1-800-735-2905.

Jurisdiction

The jurisdiction of CHA is the city of Columbia/the county of Richland/South Carolina.

D. PRIVACY RIGHTS

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

Request for information must be accompanied by a written release request signed by the applicable party in order for CHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal, or State Law. CHA may release information requested by court subpoena.

The HUD 9886 form must be completed by all family members who reach the age of 18. This form must be maintained in the family's file.

E. REASONABLE ACCOMMODATIONS POLICY

The Reasonable Accommodations Policy for persons with disabilities is applicable to all situations described in this Administrative Plan; when a family initiates contact with CHA; when the Authority initiates contact with the family (including when family applies); and when CHA schedules or reschedules appointments of any kind.

Persons with Disabilities

A participant/family must first ask for a specific change to a policy or practice as a reasonable accommodation of his/her disability before CHA treat them different than anyone else. CHA policy is to assure that all persons with disabilities are given the opportunity to participate in the program.

CHA utilizes organizations that provide assistance for hearing and sight impaired persons when needed.

Reasonable accommodations will be granted when an applicant or participant is able to document that he or she qualifies as an “individual with a disability” as defined by Section 504/ADA definition: Note the following definitions:

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

Rehabilitated alcohol and drug users are considered to be persons with disabilities for purposes of the Act.

Individuals with contagious disease who do not pose a direct threat to others are covered by the Act. AIDS victims and those who test positive for the HIV virus are considered to have a disability.

The Authority utilizes organizations that provide assistance for hearing and sight-impaired persons when needed.

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an undue financial and administrative burden for CHA, meaning an action requiring significant difficulty or expense.

Request for Reasonable Accommodation

All requests must be presented orally or in writing, if done orally the form must be signed by the participant. The family must explain what type of accommodation is needed to provide the person with the disability full access to CHA programs and services.

All requests must be verified by third party verification procedures. The Authority staff shall provide assistance when requested by the person with disabilities who need help to request accommodation.

Verification of Disability

Before providing an accommodation, CHA must determine that the family meets the definition of a person with a disability, and that the accommodation requested will enhance their access to Housing programs.

Third party verification must be obtained from a doctor or medical professional, a social worker.

CHA must approve the request for a reasonable accommodation if the following conditions are met:

- The request was made by or on behalf of the person with a disability.
- There is a disability need for the accommodation.

Section 504 requires the authority to affirmatively ensure that people with disabilities are given opportunity to participate in the program. HUD's Section 504 regulations provide a more detailed explanation of the responsibilities.

“Posters and housing information are displayed to allow for reading from a wheelchair.

All Administrative facilities are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by a TTD/TDY telephone service provider (803-256-7762)

In addition, CHA are required to utilize the Relay Service (a service for those individuals with hearing and speech disabilities) at 1-800-735-2905.

F. TRANSLATIONS OF DOCUMENTS

CHA will endeavor to have bilingual staff or access to people who speak languages other than English speaking families, the Authority will consider the following:

- Number of eligible applicants/participants in the jurisdiction who need the other language translation
- The availability of local organizations to provide the translation services.
- Availability of bilingual staff to provide the translation

G. RULES AND REGULATIONS

This Administrative Plan is set forth to define CHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. Such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law governs all issues related to Section 8 not addressed in this document.

H. MANAGEMENT ASSESSMENT OBJECTIVES

HUD implemented the Section 8 Management Assessment Program (SEMAP) on October 13, 1998 to serve as a management tool for objectively measuring program compliance, identifying management capabilities and deficiencies, as well as improving risk assessment for potential problems.

The following performance indicators have been established to help meet HUD's overall goal:

Performance Indicator	Total Points (Max)
1. Selection from the waiting list	15
2. Rent Reasonableness	20
3. Adjusted Income	20
4. Utility Allowance	5
5. HQS Quality Control	5
6. HQS Enforcement	10
7. Expanding Housing Opportunity	5
8. Payment Standards	5
9. Annual Reexaminations	10
10. Tenant Rent Calculation	5
11. PreContract HQS	5
12. Annual Inspections	10
13. Lease-Up	20
14. FSS Escrow and percent of families with Escrow Accounts	5 5
15. Deconcentration (Bonus)	5
Total Points (Maximum)	150
High Performer: 90+percent Standard Performer: 61-89percent Troubled: <=60 percent	

I. TERMINOLOGY

The Housing Authority of the City of Columbia is referred to as HA or Housing Authority throughout this document.

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

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

"Landlord" and owner are used interchangeably.

“Disability” is used where handicap was formerly used.

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

The Section 8 program is known as the Voucher Programs or Housing Choice Voucher Program.

“HQS” means the Housing Quality Standards required by regulations as enhanced by the HA.

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

“See Glossary for other terminology.

Chapter 2

THE AUTHORITY AND OUTREACH

The Columbia Housing entered into an Annual Contribution Contract with HUD and received its first allocation of Voucher existing Units in 1976.

A. ORGANIZATIONAL STRUCTURE

The Columbia Housing Authority's Section 8 Program consists of:

Deputy Director for Assisted Housing
Director of Contract Administration
Contract Specialists
Director of Inspection
Inspectors
Homeownership Counselor
FSS Coordinator
Office Manager

B. FAMILY OUTREACH

The HA reserve the right to open and close the waiting list based on the supply of available vouchers and applicants. The HA publicizes and disseminate information concerning the availability and nature of housing assistance for income eligible families.

To reach families from all backgrounds, the HA advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, broadcasting media, and other suitable means. An effort will be made to notify government agencies and agencies that specifically address the needs of individuals with disabilities,

C. OUTREACH FOR FAMILY SELF SUFFICIENCY

The HA conducts outreach to Voucher participants at briefings, through mail, brochures and personal contact with the family. The notice will give a brief description of the program, services to be offered and how the participant can notify the HA of the family's interest in the program.

D. LANDLORD OUTREACH

The HA encourages participation from new and existing owners to provide affordable units for rent that are decent, safe and sanitary to lease to Section 8 families.

The HA maintains a website and offers information to owners and managers to acquaint them with the Section 8 Program. The website to list available units is located at

www.SChousingSearch.com or by calling (877) 428-8844 . Landlord brochures are also made available to landlords to acquaint them with the program. Landlord meetings will be held to discuss program issues for new and prospective landlords.

The HA encourages program participation by owners of units located outside areas of poverty or minority concentration.

E. OUTREACH FOR HOMEOWNERSHIP

To reach our families for participation in the Homeownership Program, the HA advertised in the HA quarterly newsletter that the program is available to voucher participants. During Voucher briefings, the Homeownership Coordinator discuss the program to potential participants. The program is also discussed during annual re-examination by the Contract Specialist and other members of the department. The Family Self Sufficiency staffs also provides general inforamion on the Homeownership with applicants and participants.

F. RECORDS RETENTION

Files for past participants be retained for three years. Files for participants leaving with a balance owed to the Housing Authority will be retained indefinitely until the balance is cleared, whether or not the balance has been written off.

CHAPTER 3

ELIGIBILITY FOR ADMISSION

This Chapter defines both HUD's and CHA's criteria for admission and denial of admission to the program. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by CHA pertaining to their eligibility.

Eligibility Factors

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

The HUD eligibility criteria are:

- An applicant must be a family
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers for all family members (age six and older)
- An applicant must furnish proof of birth for all family members
- An applicant must sign the 9886 consent authorization documents
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required.
- At least one family member must be a U.S.Citizen or eligible immigrant

For CHA's additional criteria for eligibility, see Section E, Other Criteria for Admission and the Admission for Continued Occupancy Plan (ACOP)

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. CHA accepts applications from families whose head or spouse is at least 18 years of age.

A. FAMILY COMPOSITION

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

- A household with or without children

- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.
- Children temporarily away from home due to placement in foster care is considered a member of the family.
- Unborn children and children in the process of being adopted are considered family members for purpose of determining bedroom size, but are no considered family members for determing income limit

An Elderly Family:

- An elderly family whose head, co-head, spouse, or sole member is at least 62 years of age.
- Two or more persons, each who are at least 62, living together
- One or more persons who are at least 62 living with one or more live-in aides.

Near Elderly Family:

- A family whose head, spouse, or sole member is a person who is at least 50 years if age but below the age of 62.
- Two or more persons, who are at least 50 years of age but below the age of 62, living together; or,
- One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides,

Disabled Family

- A disabled family, which means a family whose head, co-head, spouse, or sole member, is a person with disabilities.
- Two or more persons with disabilities, or
- One or more persons with disabilities with one or more live in-aides

Displaced Family

- A displaced family, is a family in which each member or the sole member is a person displaced by governmental action, or
- Whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

Remaining Family

- A remaining member of a participant's family is a family member of an assisted family who remains in the unit when other members of the family have left the unit.

Single Family

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

Students Enrolled in an Institution of Higher Education

Independent Student as defined by the Department of Education must be age 24 years old by December if the award year for which aid is sought; be an orphan or ward of the court through age 18; be a Veteran of the U.S. Armed Forces; have legal dependents other than a spouse (ex. Dependent child or parent); be graduate or professional student; or be married.

Head of Household

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

Spouse of Head

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

For proper application of the Non-citizens Rule, the definition of spouse is:

The marriage partners whom, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term spouse does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

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

Live-in Aide

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

- Is determined by the HA to be essential to the care and well being of an elderly person, a near elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family member

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.
- Live in aides must provide accurate and complete Social Security Number

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

A Live in Aide may only reside in the unit with the approval of CHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification must certify that the live-in aide is needed for the care of the person with a disability, must specifically state that the care is essential to the well-being of the person cared for, and must state that the specific individual proposed to be the Live-In Aide is qualified to provide the services needed by the individual with a disability. Verification must include the hours the care will be provided. CHA may not refuse to approve a live-in aide simply because the aide has family members that would be residing in the unit, provided that the presence of the live-in aid's family does not;

- Overcrowd the unit or property, or
- Create an undue financial burden (it might be considered an undue burden to provide a subsidy of two extra bedrooms for the family of the live-in aide).
- In making decisions pertaining to the family members of live-in aides, CHA cannot refuse to approve a particular live-in aide simply because they have children.

At any time, CHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection With any federal regulations
- The person commits drug-related criminal activity or violent criminal activity; or
- The person is currently in debt to CHA or to another HA in connection with Section 8 or public Housing under the 1937 Act,
- Any other reason allowed under HUD regulations.

Split Households Prior to Voucher Issuance

When a family, on the waiting list, splits into two eligible families due to divorce or legal separation and both families claims the same placement on the waiting list without a court determination, CHA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.
2. Which family unit retains the children or has any disabled or elderly members.
3. Recommendations of social service agencies or qualified professionals

Documentation of these factors is the responsibility of the applicant families.

Multiple Families in the Same Household

Two families living together, such as a mother and father, and a daughter with her own husband or children, will be treated as a family unit with one designated head of household, provided they applied as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time (i.e., at least 183 consecutive or non-consecutive days of the year) will be considered members of the household.

B. INCOME LIMITATIONS

In order to be eligible for assistance, an applicant must be either:

1. An extremely low-income family, gross income at or below 30% of area median income
2. A very low-income family, gross annual at or below 50% of area median income
3. A low-income family which is set at 80% of the area median income in any of the following categories:
 - A low-income family who are continuously assisted in Public, Indian or Section 8 housing; by the 1937 Act (an applicant is continuously assisted if the family has received assistance under any 1937 Housing Act Program within 120 days of Voucher issuance; programs include, all HCV programs)
 - A low income family being relocated from the Authority's public housing pursuant to revitalization or redevelopment;
 - A low-income non-purchasing family residing in a project subject to a home-ownership program.

- A low-income or moderate-income family being displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.
- A low-income family residing in a HUD-owned multifamily rental housing project when the project is sold foreclosed or demolished by HUD.

To determine if the family is income-eligible, CHA compares the Annual Income of the family to the applicable income limit for the family's size. Families whose Annual Income exceeds the income limit will be denied admission and will be offered an informal review

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

For admission to the program (initial lease-up), the family must be within income limit of the jurisdiction where they want to live. HUD special programs CHA will use the low income limits.

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

C. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member (of the family) must be a citizen or eligible immigrant in accordance to 24 CFR part 5. Assistance will be pro-rated to any eligible mixed family who request assistance. Persons claiming immigration status must present appropriate documentation of their citizenship status. Applicants will be notified of the requirement to provide verification of their citizenship. Each member of the household need only declare his/her citizenship status or verify his/her eligible immigration status one during continuously assisted occupancy. New household members (other than through birth) must submit the declaration at the next interim or annual re-examination. Eligible immigrants are persons who are in one of the following categories as specified by HUD:

1. A Non citizen who is lawfully present in the U.S. who has been granted refugee status or asylum or as a result of being granted conditional entry before April 1,1980 because of persecution or fear of persecution on account of race, religion or political opinion or because of being uprooted by catastrophic national calamity.
2. A Noncitizen that is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergency reasons or reasons deemed strictly in the public interest (parole status;

3. A Noncitizen who is lawfully present in the U.S. as a result of the Attorney General withholding deportation due to a threat to life or freedom;
4. A Noncitizen lawfully admitted for temporary or permanent residence (amnesty).
5. A Noncitizen who entered the United States before January 1, 1972 and has continuously maintained residence in the United States since then and who is not eligible for citizenship, but deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by Attorney General; and
6. A non citizen that is lawfully permitted residence as an immigrant. This category includes a Noncitizen special agricultural worker who has been granted lawful temporary resident status;

The status of each member of the family is considered individually before the family's status is defined.

Non-citizen students. Defined by HUD in the Non-citizen regulations, not eligible for assistance.

Mixed Families:

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

No Eligible Members

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal review.

Appeals

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

D. SOCIAL SECURITY NUMBER DOCUMENTATION/DISCLOSURE

Families are required to disclose and provide documentation of the complete and accurate Social Security Numbers for all family members prior to admission in accordance to PIH Notice 2010-3. This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of social security numbers are grounds for denial or termination of assistance. CHA will make a copy of the original or acceptable document, retaining a copy for the file and returning the original document to the family.

The documentation necessary to verify the Social Security number consists of the following:

1. An original Social Security card issued by Social Security Administration

2. An original SSA-issued document, which contains the name and SSN of the family member; or
3. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the family member.

Types of Social Security Cards

The SSA issues three (3) types of Social Security cards depending on status as a citizen or non-citizen and whether or not a noncitizen is authorized by the Department of Homeland Security (DHS) to work in the United States. They include:

1. The first type of card shows the individual's name and SSN only. This is the card most people have and reflect the fact that the holder can work in the United States. without Restrictions.

SSA issues this card to:

- United State citizens; or
 - Noncitizens lawfully admitted to the United states for permanent residence and Noncitizens with DHS permission to work permanently in the United States (i.e. refugees and asylees).
2. The second type of card bears, in addition to the individual's name and SSN, the legend "NOT VALID FOR EMPLOYMENT". This card is issued to lawful noncitizens who do not have DHS permission to work, but are required by law to provide a SSN to obtain general assistance benefits that they already have qualified for.
 3. The third type of card bears, in addition to the individual's name and SSN the legend "VALID FOR WORK ONLY WITH DHS AUTHORIZATION". SSA issues this Card to families with DHS permission to work temporarily in the United States.

SSA verifies all noncitizens' documents with DHS before a SSN card is issued to a non Citizen.

SSN Disclosure Exemptions

1. Existing program participants as of January 31, 2010 who previously disclosed a valid Social Security Number according to HUD. The HA may confirm SSN by viewing the Household Summary report or Identity Verification Report in the EIV system.
2. Existing program participants as of January 31, 2010, who re 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the family member moves to a new assisted unit.

3. Individuals who do not contend to have eligible immigration status (individuals who may be lawfully present in the United States). The individuals in most cases would not be eligible for a SSN:
 - A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
 - A family that consists of two or more household members and at least one household member that has eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR 5.520. The CHA may not deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

Rejected SSN Document

The HA may/will reject documentation of the SSN provided by the applicant/participant for the following reasons:

1. The document is not an original document; or
2. The original document has been altered, mutilated, or not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic)

If the documents are not acceptable the family will be given 60 days to submit an acceptable Document.

Additional Disclosure of SSN

- Live-in aids and foster children/adults must provide a SSN
- Additions of new members who are at least 6 years of age and under 6 who have no SSN must provide a complete and accurate SSN for the new members within 90 days Of the addition to household. (An extensions of 90 days will be granted due to Circumstances that were outside the control of the participant
- Mod Rehab SRO applicants, the required SSN documents must be provided within 90 calendar from admission to the program or a 90 day extension due to unforeseen circumstances that were not in the control of the participant.

If the family fails to provide the proper SSN documentation, the family will be notified that the assistance will be terminated. The HA may provide an additional 90 days if there is a reasonable likelihood the family will be able to disclose the SSN by the deadline.

E. DOCUMENTATION OF PERSONAL IDENTITY

The personal identity of each family member must be documented prior to admission. This also applies to all persons, joining the family after admission into the Voucher Program. A copy of each birth certificate or certification is to be placed in the tenant file.

If the head of household or sole member cannot provide a birth certificate or one of the documents below for all family members within 60-days of initial request, the following alternatives may be substituted and copy will be placed in the tenant's file:

1. Social Security
2. Baptismal record
3. School record
4. Medical record
5. Passport
6. Nationalization Certification
7. Driver's License and State ID

F. CONSENT AUTHORIZATION DOCUMENTS

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms,
2. The consent form must contain the following:
 - A provision authorizing HUD and the Housing authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy.
 - A provision authorizing HUD or CHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance
 - A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level benefits; and

- A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed

G. TENANT SCREENING

CHA will determine eligibility for participation and conduct criminal background checks on all adult household members, including live-in aides and portable move-ins from other jurisdiction. This check will be made through State and local law enforcement. If the family has lived outside the local area, CHA will do fingerprinting for background check.

CHA will deny assistance to a family because of drug related criminal activity, crimes of physical violence against persons or property and any other criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property.

CHA will check the sex offender register and will ban for life any individual who is registered as a lifetime sex offender.

CHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated. All criminal records will be shredded after screening.

Additional screening of a family is the responsibility of the owner. Upon request of a prospective owner, CHA will provide information relevant to voucher holder's history of, any history of drug trafficking.

H. CHANGES IN ELIGIBILITY

Any change that occur during the period between issuance of a voucher and lease-up may affect the family's eligibility or TTP. For example, if a family goes over the income limit prior to lease up, the applicant will no longer be eligible for the program. The family will be notified of their ineligible status and right to an informal review

Families who have been determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to a no citizen status.

I. OTHER CRITERIA FOR ADMISSIONS

CHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial or admission to the program:

Eligibility

1. The family must have not have violated any family obligation during a previous participation in the Section 8 program for **5** years.
2. CHA will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.
3. When CHA denies assistance to a person with a disability due to a violation of family obligation, and the violation was a result of the disability, the applicant may request to review of the decision.
4. The family must pay all outstanding debts owed CHA or another HA as a result of prior participation in any federal program.
5. The family must be in good standing regarding any current payment agreement made with another HA for a previous debt incurred, before CHA will allow participation in the Section 8 programs. Exceptions may be made for HUD special programs.
6. CHA will check criminal history for all adults in the household to determine whether any of the family has violated any of the prohibited behaviors as referenced in Chapter 15.
7. A student enrolled in an institution of higher education who is under the age of 24, is not a veteran, not married and does not have any children is individually ineligible for Section 8 assistance or the student's parents are individually or jointly ineligible for assistance.

J. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to no citizen status.

CHAPTER 4

ADMISSION AND WAITING LIST

This chapter describes the policies and procedures for completing an application, placement on the waiting list and limitations on who may apply. The Section 8 waiting list is managed by the Occupancy Department.

A. OVERVIEW OF THE APPLICATION PROCESS

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

All families who wish to apply for any of CHA's programs must complete a pre-application form when the waiting list is open. Applications are available at CHA offices and will be mailed upon request. Pre-Applications are also taken online.

Section 8 applications are placed on a merged waiting list if an applicant applied for all programs.

The application process involves pre-application for placement on waiting list and office interview to determine eligibility. The office interview takes place when the family reaches the top of the waiting list. At this time CHA ensures that verification of all HUD and CHA eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

Applications will be made available in an accessible format upon request from a person with a disability.

B. OPENING/CLOSING OF THE WAITING LIST

Any opening of the waiting list is done in accordance with the HUD requirement as outlined in the regulations. When the determination is made to open the waiting list CHA will use the following suggested methods:

- Notice in local newspaper
- Posting a notice in plain view in the Central Office
- Notice published in Community Centers or other areas where families may congregate
- Notice published in minority media publications
- Radio advertising

- Television media
- CHA Newsletter
- CHA website

The notice will include dates, times, and the locations where families may apply, programs for which applications will be taken, brief description of the programs; and, limitations, if any, on who may apply. When the waiting list re-opens the HCV program will use the lottery system.

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

Closing the waiting list follows the same notice process that was used when the list was opened. If there are enough applications to fill the available vouchers the waiting list will be closed.

C. INITIAL APPLICATION PROCEDURES

CHA will utilize a preliminary-application form (pre-application). The information is to be filled out by the applicant whenever possible. To provide specific accommodations for persons with disabilities, the information may be completed using our web-site. If requested we will mail an application to the applicant.

The purpose of the pre-application is to permit CHA to assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain questions designed to obtain the following information:

- Names of adult members and age of all members
- Sex and relationship of all members
- Street Address and phone numbers
- Mailing Address (If PO Box or no other permanent address)
- Amount(s) and source(s) of income received by household members
- Information regarding disabilities to determine qualifications for allowances and deductions
- Social Security Numbers
- Race/ethnicity
- Information related to application selection criteria

The information on the pre-application will not be verified until the applicant has been selected from the waiting list for eligibility determination. Final eligibility will be determined after all information is verified.

D. WAITING LIST STATUS

Based on the information on the pre-application the family will be informed in writing if they are eligible or ineligible for the program. If the applicant is determined to be ineligible, a letter will be sent to the family stating the reason why and advising them of their rights to an informal review regarding the decision.

Applicants are required to inform CHA in writing of a change in address and are responsible for responding to requests from CHA to update applications. Failure to provide requested information may result in the applicant being removed from the waiting list. The applicant will be given an opportunity for an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

E. UPDATING THE WAITING LIST

CHA will periodically update the waiting list to ensure that it is current and accurate. CHA will mail cards to the applicant's last known address requesting information regarding their continued interest in the program. The card will include a deadline date by which the family must return the card.

CHA does not accept responsibility for mail delays. If the applicant does not notify CHA of a move as required, CHA is not responsible for the applicant's failure to receive the update request. The applicant will have an opportunity to request an informal review.

Time of Selection

When funding is available, families will be selected from the waiting list by the date and time of the application, regardless of family size.

F. VERIFICATION

Information provided by the applicant will be verified using the verification procedures in chapter seven. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of Voucher. (See applications department on this section)

G. EXCEPTIONS FOR SPECIAL ADMISSIONS

If HUD awards CHA program funding that is target for a special group of families, CHA will admit the families under a Special Admission procedure. Special Admissions families will be admitted outside of the regular waiting list process. CHA maintains separate records of these admissions. The following are examples of types of program funding that may be designated by HUD:

- A family displaced because of demolition or disposition of a public housing or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990; and
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term.

H. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the waiting list. When the funding is available the waiting list is searched for the next family on the waiting list meeting the targeted funding criteria. We also received special permission from HUD to designate twenty five vouchers to be used for 3-bedroom homeless families.

- Housing Opportunities for People with Aids (HOPWA) CHA administers the HOPWA for the City of Columbia. Applications for these families are taken by PALSS and USC and submitted to the applications department for final eligibility determination.
- Veterans Affairs Supportive Housing (VASH) Vouchers: In accordance to FR-5213-N-01, the waiting list for VASH Vouchers is maintained by Veterans Affairs Medical Center (VAMC) and referrals for the Vash Voucher utilization will come from the VAMC.
- Mainstream Vouchers: Mainstream Vouchers are designated for disabled households only when either the head of household or spouse is a disabled adult. Since CHA maintain only one voucher waiting list, when a Mainstream Voucher is available for utilization only disabled households who meet this definition are eligible to be selected from the HCV waiting list based date and time of application.

Other Programs:

- Moderate Rehabilitation (Mod Rehab) CHA waiting **list continues to remain open** for applicants.
- Single Room Occupancy (SRO) Applications for Mod Rehab SRO are taken by the complex and submitted to the Housing Authority for final eligibility determination and verification of income.

I. CROSS-LISTING/MERGER OF PUBLIC HOUSING AND SECTION 8

CHA will merge its waiting lists for all programs. For additional information on maintaining the waiting list for Section 8 programs please refer to the Admission and Continued Occupancy Policy (ACOP).

J. VERIFICATION OF WAITING LIST PREFERENCE

Optional Local Preference

Involuntary Displacement

Families, who claim they are being or have been displaced due to government action, must submit written verification from government agency

Displacement by HUD disposition of a project requires written verifications from HUD.

CHAPTER 5

SUBSIDY STANDARDS

This Chapter explains the subsidy standards which will be used to determine the voucher size or offering a Mod Rehab unit for various sized families when they are selected from the waiting list. The standards used for the voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards.

A. DETERMINING FAMILY UNIT VOUCHER SIZE

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

Number of Bedrooms	Number of	Persons
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4/6	8
5	5/8	10
6	10	12

Bedroom

To qualify as a bedroom, the room must have an overhead light and one (1) outlet, or no overhead light and two (2) outlets and have proper egress window (openable).

Subsidy Standards

1. Person of the opposite sex (other than head of household, spouse, and/or significant other) should not be required to occupy the same bedroom/sleeping room except for very young children, very young children are under the age of six(6).
2. Not more than two (2) persons should be required to occupy the same bedroom.
3. Foster children will be included in determining unit size

4. Space may be provided for a family member who will be temporarily absent, such as a member who is in the military or in college, if the person is listed on the lease as a household member and his/her income are counted toward annual household income.
5. Live-in aides: If an elderly or disabled family requires a live-in aide, they will be provided the appropriate bedroom size. No additional bedrooms are provided for the aide's family. Annually this need must be verified by a qualified medical practitioner or licensed social worker.

A live-in aide cannot be considered a remaining member of the tenant' family if and when a family vacates the unit. Live-in aide will be required to sign a release to conduct a criminal background check.

6. Remaining Member age 18 or over will retain the voucher when all other family members have been removed or moved and do not wish to transfer the voucher. Voucher size will be redetermined. (See Chapter on Voucher Issuance)
7. Medical Reasons: A family may be offered a larger size voucher or Mod Rehab unit as a Reasonable accommodation if requested to a verifiable disability. A statement from a Qualified medical practitioner must be provided annually to verify the need for an additional bedroom.

The family may request a larger bedroom size voucher due to addition of family members, by birth, adoption, marriage, or court awarded custody. This request must be submitted in writing to the HA stating the need for the request.

Requests based on health related reasons must be verified by an appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker.

B. UNIT SIZE SELECTED

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

1. Subsidy Limitation: For the Voucher program, the HA will apply the Payment Standard for the smaller of (1) the bedroom size shown on the Voucher or (2) the size of the actual unit selected by the family.
2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

3. Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping. HQS guidelines for unit size selected:
4. Rent Reasonableness: The Comparables used to document rent reasonableness are based on the Actual size of the unit the family selected, regardless of the size authorized on the voucher.
5. Rent Burden: New Admission to the Housing Choice Voucher Program and families who move may pay no more than 40% of the family's adjusted monthly income toward gross rent if the gross rent exceeds the applicable payment standard. CHA will not approve rents if it exceeds 40% of the adjusted income.

Additional information can be found in the Admission and Continued Occupancy Policies on this chapter.

CHAPTER 6

INCOME, ALLOWANCES AND ABSENCE

CHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations. This chapter will also discuss when a family can be absent from the unit and continue to receive assistance.

A. INCOME AND ALLOWANCES

Income: Includes all monetary amounts, which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income, which is not specifically excluded in the regulations, is counted. HUD requires that any athletic scholarship assistance available for housing costs be verified by CHA with the third party income source and included in determination of family adjusted income. (PIH Notice 2005-16)

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

Adjusted Income is defined as the Annual income minus any HUD allowable expenses and deductions. HUD has five allowable deductions from Annual Income:

1. Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older full-time students or disabled.
2. Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.
3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled Family.
4. Child Care Expenses: Deducted for the care of children 12 and under when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
5. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

6. Mandatory Earned Income Disallowance: During the first cumulative 12 months after a family member starts working, CHA disallows **100%** of the incremental increase in a family member's income as a result of employment. In the second cumulative 12-month period, CHA disallows **50%** of the incremental increase. The maximum period is **48** months. This exemption cannot be counted during initial eligibility.
7. Adjusted Income: is the Annual income minus any HUD allowable expenses and deductions. Both Annual and Adjusted Income are used to calculate the amount of the subsidy for Vouchers.

The Statutory calculations on based on the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income;
- CHA minimum rent of \$50.00

B. MINIMUM TENANT RENT (Hardship)

Minimum rent refers to Total Tenant Payment (TTP) and includes the combined amount a family pays towards rent and/or utilities. The minimum rent for CHA is \$50.00. There are certain exceptions from this requirement if the family is unable to pay the minimum tenant contribution Because of financial hardship, which includes the following?

1. When a family member has lost eligibility for or is awaiting an eligibility determination for Federal, State, or local assistance program;
2. The family would be evicted as a result of the imposition of the minimum rent;
3. When the family income has decreased because of changed circumstances, including loss of employment and death in the family;
4. A death in the family has occurred.

CHA must receive written request from the family with the appropriate documentation to suspend the minimum. CHA will suspend the minimum rent the following month and will determine whether the hardship exists and whether it is temporary or long-term. The family must provide the following documentation:

1. A death for deceased family member
2. A separation letter from employer;
3. Notification letter stating benefits have been terminated r an award is pending from the Social Security Administration or other social services.

The minimum rent will be suspended for a period of 90 days from the date of the family's request. At the end of the 90-day suspension, the minimum rent will be reinstated retroactively to the date of suspension.

If the family's exemption is not approved, the minimum rent will be reinstated and the family will be required to reimburse CHA the difference that was paid on the family's behalf during the suspension.

The family will be given an opportunity to an informal review to appeal the Housing Authority's determination regarding the hardship.

If the Housing Authority determines the hardship is of long-term duration, the family will be exempted from the minimum rent requirement until the hardship no longer exists

C. ZERO INCOME FAMILIES

Families who report zero income are required to complete Certification of Zero Income form. The family is also required to report monthly to declare their income. If the family's expenses exceed their known income, CHA will make inquiry to the head of household and other adult family members as to the nature of the family's accessible resources.

D. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, CHA may:

- Average known sources of income that vary to compute an annual income or Annualize current income and conduct an interim reexamination if income changes.
- If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.
- If by averaging an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments. The method used depends on the regularity, source and type of income.

E. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received every 3 months or more frequently will be considered a regular contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. If the family's expenses exceed its known income, CHA will question the family about contributions and gifts.

F. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, CHA will average the amount paid by the frequency of pay as it states on the support documentation.

G. LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing. The HA will calculate retroactively or prospectively depending on the circumstances to determine the amount of retroactive tenant rent that the family owes as a result of the lump sum receipt.

H. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
2. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

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

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

CHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. CHA will round the difference between the market value and the actual payment received in calculating total assets. Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. CHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$1,000.

K. CHILD CARE EXPENSES

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment. Maximum childcare expense allowed must be less than the amount earned to work. In the case of a child attending school, only after-hours can be counted as childcare expenses. Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered unable to care for the child include:

1. The abuser in a documented child abuse situation, or
2. A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

L. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide. Nonprescription medicines will be counted toward medical expenses for families who qualify provided the family furnishes legible receipts.

Medicare Prescription Drug Cards [PIH-2004-11]

The requirements for this program will only apply to those participants and applicants who are (1) receiving Medicare, and (2) have enrolled in the Medicare Prescription Drug Discount Card and Transitional Assistance programs.

Medicare will provide \$600 credit subsidy for the purchase of drugs if a person is eligible for a Medicare drug discount card and if their income is not more than 135 percent of the poverty line of (\$12,569 for single individuals or \$16,862 for married individuals in 2004).

The HA must verify the cost of drugs without the Medicare negotiated price benefit for eligible drugs rather than verifying the out-of-pocket cost for the drugs to the tenant.

The standard medical deduction as described at 24 CFR 5.611 (a) (3) continues to be the sum of allowable medical expenses that exceed three percent of annual income.

Any person with a prescription enrollment fee that is not paid by Medicare may claim such fees as a medical deduction

In calculating annual income and rent for a family, any assistance or benefit received from the Medicare prescription discount card of the transitional assistance must:

- Exclude from annual income the \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits.
- Exclude from annual income any negotiated drug discount pursuant to the Medicare prescription drug discount card.
- In cases where medical expenses are normally deducted from a HUD participant's income, include as a medical deduction the Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.

M. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or TANF, are reduced through no fault of the family, CHA will use the net amount of the benefit. If the family's benefits were reduced due to family error, omission, or misrepresentations, CHA will use the gross amount of the benefit.

N. INCOME CHANGE

Welfare program Requirements

CHA will not reduce a family's income and rent if the family's welfare benefits were reduced due to.

1. Fraud by a family member,
2. Family to participate in the Welfare to Work program

If the family met the requirements and the benefits were reduced the family's income will be reduced to determine the rent.

Total Tenant Payment Exceeds Gross Rent

Families whose Total Tenant Payment exceeds Gross Rent may remain on CHA section 8 program for six (6) months from the effective date of the zero assistance. This change does not interrupt continued assistance if:

1. The family remains in the same unit
2. The family pays the total rent

3. The unit meets HQS

Zero Assistance families may remain in the same unit and pay rent for six months before being removed from the Housing Choice Voucher Program. If the family's income decreases or the unit rent increases within the six month period the family will be reinstated back into the program.

If the family wishes to move from the unit, the HAP contract will be terminated and the family will be issued Voucher provided the family's gross income doesn't exceed the low-income limit. If the contract constitute a Zero HAP CHA will not execute a contract

O. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

CHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, CHA must count the income of the spouse or the head of the household if that person is temporarily absent. Temporarily absent is defined as away from the unit for 30 consecutive days. Income of persons permanently absent will not be counted.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income. It is the responsibility of the head of household to report changes in family composition. CHA will evaluate absences from the unit using this policy.

Absence of Any Member

Members of the household will be considered permanently absent if they are away from the unit for 60 consecutive days except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, CHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with CHA's Absence of Entire Family policy.

Absence Due to Full-time Student Status

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

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

Absence due to Incarceration

If sole members are incarcerated for more than 30 consecutive days, they will be considered permanently absent. Other members of the household, other than sole members, will be considered permanently absent if they are incarcerated (1) **one** consecutive month. The HA will determine if the reason for incarceration is for drug-related or violent criminal activity.

Absence of Children due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, CHA will determine from the appropriate agency when the child/children will be returned to the home. If the time is more than 90 days from the date of removal of the child/children, the Voucher size will be reduced at the next re-examination. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with CHA's subsidy standards.

Absence of Entire Family

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

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

Families must notify CHA if they are going to be absent from the unit for more than 30 consecutive days. If the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered to be vacated and the assistance will be terminated as required by HUD. If it is determined that the family is absent from the unit, the HA will not continue assistance payments.

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

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

- Write letters to the family at the unit
- Verify if utilities are in service
- Contact Landlord/Management
- Conduct a special inspection

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar day's limit. If the absence which resulted in termination of assistance was due to a person's disability, and CHA can verify that the person was unable to notify CHA in accordance with the family's responsibilities, and if funding is available, CHA may reinstate the family as an accommodation

Caretaker for Children

If neither parent remains in the household nor the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 30 days. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker. If the appropriate agency cannot confirm the guardianship status of the caretaker, CHA will review the status at 60 days intervals.

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

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

If members of the household are subject to a court order that restricts them from the home for more than 6 months, such members will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than 30 consecutive days without HA approval, or a total of 90 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors and/or the landlord will be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

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

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease, may visit for up to **120** days per year without being considered a member of the household. In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Absences to the HA

Reporting changes in household composition is both a HUD and a HA requirement. If a family member leaves the household, the family must report this change to the HA, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent. The HA will conduct an interim evaluation for changes which affect the tenant's rent.

The family must furnish the following information to the HA

- Date family member moved out
- New address, if known of the family member
- A statement as to whether the family is temporarily or permanently absent

CHAPTER 7

VERIFICATION PROCEDURES

HUD regulations require that the factors of eligibility be verified by the HA. HA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible. Applicants and program participants must provide true and complete information to the HA whenever information is requested. The HA's verification requirements are designed to maintain program integrity.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The HA will verify information through the following methods of verification acceptable to HUD:

For applicants, verifications may not be more than 60 days old at the time of/Voucher issuance. For participants annual re-examinations or interims verification must not be more than 120 days from date of receipt.

1. Upfront Income Verification/Enterprise Income Verification (EIV)

This system requires the verification of income through an independent source that systematically and uniformly maintains income information in a computerized form from Government of private agencies. If EIV is not used the file will be documented stating the reasons.

2. Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms are mailed or faxed to the employer, vendor or service provider. The employer or vendor will fax or mail verification back to the housing authority. The family will be required to sign an authorization for the information source to release the specified information. Verifications received electronically directly from the source are considered third party written verifications.

3. Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. The Housing Authority contacts the employer, vendor or service provider by telephone or person. When third-party oral verification is used, staff will be required to document the tenant file with the date, time, telephone number of the person contacted, name and, the date of the conversation, and facts provided. If oral third party verification is not available, the HA will compare the information to any documents provided by the Family.

4. Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party, the HA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document. The HA will accept the following documents from the family provided that the document is such that tampering would be easily noted and the documents can be faxed or photo copied:

- Printed wage stubs at least 3 months
- Computer print-outs from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this chapter as acceptable verification

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will utilize the third party verification. The HA will not delay the processing of an application beyond 30 days because a third party information provider does not return the verification in a timely manner.

5. Self-Certification/Self-Declaration

When verification cannot be made by EIV, third-party verification or review of documents, families will be required to submit a self-certification. Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

B. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature. Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the HA or HUD.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be utilized to verify required information. HUD conducts computer matching to independently verify resident income. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to CHA. If the family has underreported income, appropriate action will be taken.

D. ITEMS TO BE VERIFIED

1. All income not specifically excluded by the regulations.
2. Full-time student status for High School students who are 18 or over.
3. Current assets including assets disposed of for less than fair market value in preceding two years.
4. Child care expense where it allows an adult family member to be employed or to further his/her education.
5. Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
7. Disability for determination of preferences, allowances or deductions.
8. U.S. citizenship/eligible immigrant status
9. Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.
10. Familial status when needed for head or spouse definition.
11. Student status that are enrolled in an Institutions of Higher education full or part-time

E. VERIFICATION OF INCOME

This section defines other methods CHA will use to verify various types of income

Employment Income

Verification forms request the employer to specify the:

1. Dates of employment
2. Amount and frequency of pay
3. Date of the last pay increase
4. Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
5. Year to date earnings
6. Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification include, in this order:

1. Third party employment verification form completed by the employer.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings when third party is not available.
3. W-2 forms plus income tax return forms.
4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income or income from tips and other gratuities.

Applicants and program participants may be requested to sign authorization for release of information from the Internal Revenue Service for further verification of income. In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained in hard copy.
4. EIV Reports

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Payment stubs

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. HA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action
4. Computer-generated list of recipients from Welfare Department

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. Computer generated verification from the agency
3. A notarized letter from the person paying the support.
4. Copy of latest check and/or payment stubs from Court Trustee. HA must record the date, amount, and number of the check.
5. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
6. If payments are irregular, the family must provide:

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A notarized affidavit from the family indicating the amount received.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Income from a Business

In order to verify the net income from a business, the HA will view IRS and financial document from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense will be computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available; and
4. Self-certifications as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business. If the applicant/participant is operating a cash and carry operation (which may or may not be licensed), the HA will require that the applicant/participant complete a form for each customer who includes: names, phone numbers, number of hours served, method of payment, amount paid and signature of the clients. If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

1. The person who provides the gifts
2. The value of the gifts
3. The regularity (dates) of the gifts, and
4. The purpose of the gifts.

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that source of income such as unemployment benefits, TANF/DSS and other types of non-taxable income are not being received by the household. The HA will run a credit reports, EIV and SCESC reports in search of income that has not been reported.

F. ELIGIBILITY FOR STUDENTS ENROLLED IN A INSTITUTE OF HIGHER EDUCATION

A student enrolled in an institute of Higher Education will be deemed eligible for Section 8 assistance if they meet one or more of the following criteria:

1. Currently residing with parents/guardian or applying for Section 8 with parents
2. Over 23 years of age or
3. A veteran or
4. Married or
5. Has a dependent child or
6. Unless determined independent by (HA) form his or her parents based on both the student and the parents being determined income eligible or whether the student's parents, individually or jointly are income eligible for Section 8

See HUD regulations (24 CFR 5.609 and 5.612) for further guidance.

At each Annual Re-examination eligibility status must be verified.

If the student fail to meet the above criteria's they are ineligible for Section 8 assistance

Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

1. Written verification from the registrar's office or other school official.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

G. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

Acceptable methods of verification include in this order:

1. IRS Form 1040 with Schedule E (Rental Income)
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

H. VERIFICATION OF ASSETS

Family Assets

The HA will require information to determine the current cash value that is, the net amount the family would receive if the asset were converted to cash.

1. Verification forms, letters, or documents from a financial institution or broker

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
4. Real estate tax statements if the approximate current market value can be deduced from assessment.
5. Financial statements for business assets.
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds.
7. Appraisals of personal property held as an investment.
8. Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

1. For all Certifications and Recertification's, the HA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

I. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

1. Written verification from the person who receives the payments is required. If the child care provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.
2. Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expenses have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
3. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
4. For attendant care:
 - a. A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
 - b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for general medical expenses such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.
8. The HA will use mileage at the other rate, and cab, bus fares, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

1. In All Cases:
 - (a) Written certification from a reliable, knowledgeable professional that persons with disabilities require the services of an attendant and/or the use of auxiliary apparatus to permit them to be employed or to function sufficiently independently to enable another family member to be employed.

- (b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

- (a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- (b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

- (a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- (b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

J. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records
- Statement from mid-wife
- (Religious documents)

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth
Adoption papers
Custody agreement
School records

If none of these documents can be provided, a third party who knows the person may, at the HA's discretion, provide a verification especially very elderly persons.

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

Verification of Permanently Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following verification:

1. Husband or wife institutes divorce action.
2. Husband or wife institutes legal separation.
3. Order of protection/restraining order obtained by one family member against another.
4. Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.
5. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
6. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.
7. If no other proof can be provided, the HA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported) through letters, landlords, credit data, or school records, and other sources.

Verification of Disability

Verification of disability must be made by receipts of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnosticians such as physicians, psychiatrists, psychologists, therapists, rehab specialists, or licensed social workers, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

- (a) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.
- (b) Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.
- (c) Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.
- (d) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.
- (e) Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide a copy of their student visas but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Extensions of Time to Provide Documents

The HA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the HA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must certify the information. The applicant/participant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated. In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual

has not provided documentation, the family's assistance will be terminated. If the family member states they have not been issued a number, the family member will be required to certify the information.

K. VERIFICATION OF WAITING LIST PREFERENCES

Optional Local Preferences

Involuntary Displacement:

Families, who claim they are being or have been displaced due to government action, must submit written verification from government agency.

Displacement by HUD disposition of a project requires written verification from HUD.

CHAPTER 8

A. VOUCHER ISSUANCE AND BRIEFINGS

CHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. The HA must ensure that the family fully understands the how the program operates and the family's obligations under the program.

When funding is available, CHA will issue Vouchers to applicants when eligibility has been determined. The briefing will provide a broad description of the owner and family responsibilities, CHA procedures and instructions on how to lease a unit. The voucher is a document that permits the family to search for unit within a limited time. If CHA determines that there is insufficient funding after the voucher has been issued, CHA may rescind the voucher and place the affected family back on the waiting list in its original position. If the HA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

VASH (Veterans Affairs Supportive Housing): These vouchers are issued accordance to the Veterans Assistance Medical Center's referrals of eligible families. CHA does not have the authority to maintain a waiting list for the HUD-Vash Vouchers.

B. BRIEFING AND REQUIRED ATTENDANCE

Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups or individually. Families who attend group briefings and still have the need for individual assistance will be referred to a Contract Specialist or other appropriate staff person. Briefings for the Voucher Program will be conducted in English.

The purpose of the briefing is to explain the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

CHA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two (2) scheduled briefings, without prior notification and approval of CHA, may be denied admission based on failure to attend. Upon request from a family who is unable to attend a

briefing due to a disability may request a reasonable accommodation. CHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

The briefing must provide information on the following subjects:

- A description of how the voucher program works;
- Family and owner responsibilities
- Where the family may rent a unit inside or outside the Housing Authority's jurisdiction;
- Advantages of moving to an area with a low concentration of **low-income families** if the family is living in a high poverty census tract;
- Explanation of portability for families eligible to exercise portability;
- An explanation that the family share of the rent may not exceed 40% of the family's monthly adjusted income if the initial rent on a unit exceeds the Payment Standard;
- Choosing a unit carefully and only after due consideration;
- The Family Self-Sufficiency program and its advantage
- How the Voucher Homeownership works.

Briefing Packet

During the briefing CHA will give the family a packet covering the following information:

- The term of the voucher and CHA policy for requesting an extensions to the term of the Voucher. The packet will include information on how to request an extension;
- A description of the method used to calculate the housing assistance payment, information on utility allowances, and Payment Standards.
- Guidance and materials to assist the family in selecting a unit. Families who qualifies to lease a unit outside the Housing authority's jurisdiction and how portability works;
- The HUD required tenancy addendum that provides the language that must be included in lease;

- The Request for Tenancy Approval form and a description of the procedure requesting approval for a unit
- CHA policy on providing information about families to prospective owners
- The HUD brochure A Good Place to Live on how to select a unit that complies with HQS
- The HUD pamphlet on lead-based paint entitle Protect Your Family from Lead in Your Home
- Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. CHA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines, and the phone numbers of the local fair housing agency and the HUD enforcement office.
- Information on how to access the website of landlords willing to lease to assisted families;
- If the family includes a person with disabilities, CHA will provide a list of units know by the CHA;
- The grounds on which CHA may terminated assistance for a participant family because of family action or failure to act;
- The family obligations under the program;
- CHA informal hearing procedures under the program and how to request a hearing;
- Requirements for reporting changes between certifications;
- Information on security deposits and legal referrals;

If the family includes a person with a disability, CHA will ensure compliance with CFR 8.6 to ensure effective communication.

C. SECURITY DEPOSIT REQUIREMENTS

The owner is not required to but may collect one month's rent for security from the tenant. Security deposits charged by owners may not exceed what is charged to unassisted tenants (nor the maximum amount prescribed by State or local law).

When the tenant moves out of the unit, the owner, subject to local law, may use the security deposit, including any interest on the deposit in accordance with the lease as reimbursement for any unpaid rent by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security and the amount of each item. After deducting the amount these amount, if any the owner must refund the unused amount to the tenant in accordance to South Carolina law.

D. TERM OF VOUCHER

During the briefing session, each household will be issued a Voucher which represents a contractual agreement between CHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

The initial term of the Voucher must be at least 60 calendar days; this date must be stated on the voucher.

The family must submit a Request for Tenancy Approval within 60 days unless an extension has been granted by CHA.

CHA will grant one or more extensions, but the initial term plus any extension must not exceed 120 calendar days from the date of issuance. The family must make their request in writing in order to obtain an extension stating why they need an extension

If the Voucher has expired, and has not been extended by CHA or expires after an extension, the family will be denied assistance.

The family will not be entitled to a review or hearing.

If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease and contract in effect.

Extensions

Extensions are permissible at the discretion of CHA up to a maximum of an additional 60 days primarily for these reasons:

1. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.
2. The family has made a reasonable effort to locate a unit, including seeking the assistance of CHA, throughout the initial sixty-day period.
3. The family was prevented from finding a unit due to disability accessibility requirements or large size 4 or 5 bedroom units.

CHA extends in one or more increments. Unless approved by the Deputy Director for Assisted Housing or Director of Contract Administration, no more than 2 extensions will be granted and never to exceed 120 days search time.

Assistance to Voucher Holders

Families who require additional assistance during their search may call CHA Office to request assistance. CHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

E. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

When a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, CHA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children;
2. The composition of the new family units, and which unit contains elderly or disabled members
3. Whether domestic violence, dating violence, sexual assault or stalking under the Violence Against Women Act (VAWA) was involved in the breakup.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, CHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Voucher, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized Voucher.

F. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by CHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor, or CHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher size.

CHAPTER 9

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

CHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. CHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of CHA, or outside of the CHA's jurisdiction if they qualify for portability. It is the family's responsible to locate a unit, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with CHA. This Chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval (RFTA).

A. REQUEST FOR TENANCY APPROVAL

The family must submit the Request for Tenancy Approval (RFTA) and a copy of the proposed Lease during the term of the voucher. Both the owner and voucher holder must sign the Request for Tenancy Approval. CHA will only issue one RFTA at a time.

The HA will review the proposed lease and the Request for Tenancy Approval documents to determine whether or not they are approved. The HA will complete affordability documentation with the family to determine whether their share would be affordable.

The Unit will be approved if the following requirements are met:

1. The unit is an eligible type of housing.
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in the Administrative Plan).
3. The rent is reasonable and approval (See Section G).
4. The family's share of rent does not exceed 40% of their monthly adjusted income if the rent exceeds the Payment Standard
5. The owner has not been found to be debarred, suspended or subject to a limited denial of participation by HUD or the Housing Authority.

6. The proposed lease complies with HUD and HA requirements (See Section C).
7. The owner is approvable and there are no conflicts of interest (See Section I).
8. The family continues to meet eligibility criteria.

Disapproval of RFTA

If CHA determines that the Request cannot be approved for any reason, the landlord and the family will be notified. CHA will instruct the owner and family of the steps that are necessary to approve the Request. CHA will furnish another RFTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING

CHA will approve a lease for the following types of housing:

- Single family dwellings
- Manufactured housing
- Apartments and for
- All structure types

Reasonable accommodation for family with disabilities:

- Shared Housing
-

C. INELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Voucher Program:

- Public or Indian housing unit
- A unit receiving project-based assistance under a Section 8 program
- Nursing homes, board and care homes or facilities providing psychiatric, medical or nursing homes
- College or other school dormitories
- Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions
- A unit occupied by its owner, or by a person with any interest in the unit; and
- A unit receiving any duplicate Federal, State or local housing subsidy. This does not prohibit renting a unit that has a rent because of a tax credit.

D. LANDLORD BRIEFING

Landlord briefings are used to explain the aspects of the Voucher Program to the landlord, with discussion on the following:

- Lease approval procedures
- HQS requirements and inspections
- HAP Contract provisions
- Lease and lease addendum
- Payment procedures
- Landlord Certification

E. DISAPPROVAL OF PROPOSED RENT

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, CHA will negotiate with the owner to reduce the rent to a reasonable rent.

If the rent can be approved by taking the above steps, CHA will continue processing the Request for Tenancy Approval and Lease.

If the owner does not agree on the Rent to Owner after the CHA has tried and failed to negotiate a revised rent, the CHA will inform the family and owner that the RFTA is disapproved.

F. INFORMATION TO OWNERS

TENANT SCREENING

In accordance with HUD requirements, CHA will provide prospective owners who request the applicant/participant address information from CHA with the family's current address as shown in CHA's records and, if known to CHA, the name and address of the landlord at the family's current and prior address. CHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

CHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant. A statement of CHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The HA will furnish prospective owners with information based on documentation about the family's rental history, damage to rental units, eviction history, or any history of drug trafficking. The most current information in file will be provided, orally, or in writing upon request.

G. LEASE REVIEW

The owner and family must submit a lease that issued for other unassisted tenants. The terms and conditions of the lease must be consistent with state and local law.

CHA will review the lease particularly noting the approvability of optional charges and compliance with regulations and minimum lease requirement. The tenant must have legal capacity to enter a lease under State and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

The lease must specify the following:

- The name of the owner and tenant
- The address of the unit rented (including apartment number, if any)
- The amount of the monthly rent to the owner
- Who supply the utilities and appliances
- The term of the lease, including initial term and provisions for renewal

The HUD tenancy addendum must be included in the lease or attached before the lease is executed.

What to expect before Lease Term

- The unit has been inspected and meets HQS
- Rent has been determined reasonable
- The lease has been executed by the tenant and landlord, including HUD lease addendum

Side Payments

Separate lease agreements for side payments are illegal. Families and landlords will be advised of the prohibition of illegal side payments for additional rent or for items not shown on the lease.

H. CONTRACT EXECUTION PROCESS

CHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement; and the owner and CHA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. CHA will retain a copy of all signed documents. CHA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract must be executed within 60 days after commencement of the lease term and no payments will be made until the contract is executed.

By endorsing the monthly check or authorizing direct deposit, the landlord certifies that the unit is occupied by the family and that the unit is in decent, safe and sanitary condition.

Contract and Payment Processing

After execution of the HAP Contract, CHA will begin processing payments to the landlord. HAP payments are processed electronically or mailed the first business day of the month. The initial HAP payment will be retroactive from the effective date of the Contract.

Owners must provide the following information before signing a HAP Contract:

- Current mailing address
- Telephone number, business or cell number if applicable.
- Owners must provide an Employer Identification Number,
- Certificate of Existence or Social Security Number and a copy of their Driver's License, or other photo identification.
- Owners must also submit proof of ownership of the property, such as, a Grant Deed or Tax Bill, and a copy of the Management Agreement if a management agent manages the property. All owners must complete a W-9 Tax form
- Updated W-9 and other required information will be requested from landlords who have not participated in the program for the last 12 months.
- Direct Deposit application

Due to the number of foreclosed properties, CHA requires all landlords who wish to participate in the Housing Choice Voucher program to release mortgage information to verify current mortgage payments.

I. LEASE PROPERTY TO FAMILY MEMBERS

Columbia Housing Authority will approve a unit if the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family.

The HA will waive this restriction as a reasonable accommodation if requested for a family member who is a person with disabilities.

This prohibition applies to new admission and moves with continued assistance unless the lease executed prior to June 17, 1998 between relatives.

J. TENANT PROTECTION FORECLOSURE ACT OF 2009

During the term of the lease the tenant has the right to remain in the unit for the remaining of the lease or at least 90-days from the date the notice was given to vacate whichever is longer. The new owner can only terminate the tenant tenancy and proceed to evict after the proper 90 day notice to vacate.

CHAPTER 10

HOUSING QUALITY STANDARDS AND INSPECTIONS [24 CFR 982.401]

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The HA will inspect each unit under contract at least annually. The HA will also have an inspection supervisor perform quality control inspections on the number of files required for sampling by SEMAP annually to maintain the HA's required standards and to assure consistency in the HA's program

A. GUIDELINES/TYPES OF INSPECTIONS

The HA will encourage owners to have their property meet the standards set forth in the International Property Maintenance Code along with HQS. In cases of inconsistency between the Code and HQS, the stricter of the two shall prevail. Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFTA) to have the utilities turned on. If the tenant is responsible for supplying the stove and/or the refrigerator, the HA will allow the stove and refrigerator to be placed in the unit after the inspection. After the unit has passed all other HQS, the family certifies that the appliances are in the unit and working according to the Housing Quality Standards and, the HA will conduct a reinsertion within the next 5 days from the date of move-in. If no appliances are in place, contract may be terminated.

There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Tenancy Approval,
2. Annual: Must be conducted within twelve months of the anniversary date of the last Inspection,
3. Move-Out/Vacate (required for Mod Rehab Units only)
4. Special/Complaint: At request of owner, family or an agency or third party, and
5. Quality Control.

B. INITIAL HQS INSPECTION

The Initial Inspection will be conducted to:

1. Determine if the unit and property meet the HQS defined in this Plan;
2. Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear; and
3. Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and or owner will be advised to notify the HA once repairs are completed.

On an initial inspection and at the Inspector's discretion, the owner will be given up to 30 calendar days to correct the items noted as Fail depending on the amount and complexity of work to be done.

The owner will be allowed one reinspections for repair work to be completed. If the owner needs an extension he must contact the Director of Inspection.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

C. ANNUAL HQS INSPECTIONS

The HA conducts an inspection in accordance with Housing Quality Standards at least annually, 30-90 days prior to the last inspection date. Special inspections may be scheduled between last inspection dates.

HQS deficiencies, which cause a unit to fail, must be corrected by the landlord unless it is a fail item for which the tenant is responsible.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice.

Inspections will be conducted on business days only between 8 a.m. and 5 p.m.

Inspection: The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 14 days. If the family is not available on the 14th day the unit will go into termination status.

Reinspections: The family and owner are mailed a notice of the reinspections appointment by mail. If the family is not at home for the reinspections appointment, (termination letter will be sent).

The family is also notified that it is a Family Obligation to allow the HA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, Denial or Termination of Assistance, they will be advised of their responsibility to correct the problem.

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected or the emergency status abated by the owner within 24 hours of notification:
 - Notification will be made first by telephone,
 - Second, written notification will be mailed the same day.
2. For non-emergency items, repairs must be made within 30 days
3. For major repairs, the Director of Inspections may approve an extension beyond 30 days.

Rent Increases

The HA will conduct an inspection using the Housing Quality Standards Federal, State and Local codes and other standards approved in this Administrative Plan at least annually, prior to the anniversary month of the contract. Rent increase requests in the Voucher program will not be approved if the unit is in a failed condition.

D. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

E. QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the Director of Inspections on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections and to ensure that there is consistency among inspectors in application of the HQS.

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

HA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet and local codes.

Walls: In areas where plaster or drywall is sagging, severely cracked or otherwise Damaged, it must be repaired or replaced.

Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

Exterior Wall: No holes; wood deterioration; severe bucking; bowing or leaning.

No peeling exterior surface paint; must be scraped and repainted; remove Paint chips from the ground.

Lead paint exterior standard not greater than 20 square feet or not more than 10 percent of the building component.

Windows: All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a watertight seal.

Window screens must be in good condition (applies only if screens are present).

Any room for sleeping must have a window.

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Doors: All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be operable without the use of a key.

Floors: All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be rescued and made level. If they can be leveled, they must be replaced.

All floors must be in a finished state (plywood).

All floors should have some type of baseshoe, trim, or sealing for a finished look. Vinyl baseshoe may be used for kitchens and bathrooms.

Sinks: To be acceptable sinks must be permanently installed (i.e. a portable wash basin does not satisfy the requirement). Be connected to a deliver hot and cold running water and connected to a properly operating drain system with a gas trap.

Toilet: All worn or cracked toilet seats and cracked tank lids must be replaced and toilet tank lid must fit properly.

All sinks must have functioning stoppers.

Security: If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Smoke Detector: Owners are responsible for providing and replacing old batteries for battery powered units. Tenants will be instructed not to tamper with smoke detectors.

Bedrooms: Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Bedroom must have a built in closet for storage for clothes.

Minimum bedroom ceiling height is 7' or local code, whichever is greater. Sloping ceilings may not slope to lower than 5 feet in the 70 square foot area.

Modifications: Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

G. EMERGENCY REPAIR ITEMS [24 CFR 982.401(a)]

The following items are considered of an emergency nature and must be corrected or abated by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

1. Natural gas leak or fumes,
2. Electrical problem which could result in shock or fire,

3. No heat when the outside temperature is below 50 F and temperature inside is below 60 F.
4. Lack of security for the unit.
5. Major plumbing leaks or floods.
6. Waterlogged ceiling in imminent danger of falling.
7. Lack of functioning toilet.

In cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the HA.

If the emergency repair item(s) are not corrected in the time period required by the HA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HA, and it is an HQS breach which is a family obligation, the HA will terminate the assistance to the family.

Extensions

For conditions that are life-threatening, the HA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life threatening, the HA may grant an exception to the required time frames for correcting the violation, if the HA determines that an extension is appropriate [24 CFR 982.404].

HA Reason for extension

Extensions will be granted in cases where the HA has determined that the owner has made good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but limited to:

1. A repair cannot be completed because required parts or services are not available.
2. A repair cannot be completed because of winter condition.

The length of the extension will be determined on a case by case basic, but will not exceed 60 days, except in the case of delays caused by weather conditions. The necessary repairs must be made within 15 calendar days, once the weather condition have clear.

Smoke Detectors

The HA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for 30 days, depending on the nature of the repair(s) needed.

The HA will inspect abated units within 5 days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The HA will advise owners of their responsibility to notify the tenant of when the reinspections will take place.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the HA's portion of rent that is abated.

Reduction of Payments

The HA will grant an extension in lieu of abatement in the following cases:

1. The owner has a good history of HQS compliance.
2. There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
3. The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
4. The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed thirty (30) days. At the end of that time, at the HA's discretion, if the work is not completed, the HA will begin the abatement.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued. It is the tenant's responsibility to notify the owner with a copy to HA.

I. DETERMINATION OF RESPONSIBILITY

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family-supplied appliances, and damage to the unit or premises caused by a household member or guest beyond normal wear and tear. Normal and wear is defined as items, which could be charged against the tenant's security deposit under the state law or court practice.

The owner is responsible for all other HQS violations. The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation; and the owner may evict for serious or repeated violation of the lease. The HA may terminate the family's assistance on that basis.

If the family is responsible, but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

J. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within thirty 30 days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. The Director of Inspection or Deputy Director for Assisted Housing must approve extensions in these cases. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

CHAPTER 11

OWNERS RENT, RENT REASONABLENESS, AND PAYMENT STANDARDS

[CFR 24 982.507]

It is the HA's responsibility to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. The HA will not approve the lease or execute a payments contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. The HA will determine rent reasonableness at initial lease-up, before any increases in rent to owner as well as at other times as described in this section. The HA will provide the owner with information concerning rent adjustments in the Voucher programs.

A. OWNER PAYMENT IN THE VOUCHER PROGRAM

The HA will review the following items to determine if the rent requested by the owner meets the program requirements as follows:

- Total Tenant Payment cannot exceed 40% of the assisted family's monthly adjusted income.
- The rent to the owner must be reasonable in comparison to rent for other comparable unassisted units.

During the initial term of the lease the owner may not raise the Rent.

B. MAKING PAYMENTS

Once the HAP Contract is executed, the HA begins processing payments to the landlord. The effective date and the amount of the HA payment is communicated in writing to tenants and landlords. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made manually to the HAP Register for the following month. All payments will be made via direct deposit into an account designated by the property owner or mail.

Payments are made the first week of the month. Exceptions may be made with the approval of Deputy Director for Assisted Housing in cases of hardship.

Checks that are not received will not be replaced until a request to determine if check has cleared the bank or a stop payment has been put on the check.

C. RENT REASONABLENESS DETERMINATIONS

The HA will not approve an initial rent until the HA determines that the initial rent to owner is a reasonable rent. The HA must redetermine the reasonable rent before:

- Any increase in the rent is awarded to owners,
- If there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.
- If HUD or the Housing Authority directs that reasonableness be redetermined.

The owner will be advised that by accepting each monthly housing assistance payment they will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the HA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, and inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are zip codes, subdivisions, census tracts, neighborhoods within the HA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Utilities
- Maintenance

Rent Reasonableness Methodology

CHA utilizes a rent reasonableness system which includes and defines the HUD factors listed above.

CHA maintains an automated database/notebook which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than 24 months old. Comparability of each item listed above will be done by adjustment. Local rental information publications, internet data, newspaper, market surveys

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family. The Payment Standard is set 90-100 percent of the FMR. This is considered the basic range. CHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the Housing Authority will ensure that the Payment Standard is always within the range of 90 percent and 100 percent of the new FMR. Any Payment Standard amount above 110% must be approved by HUD.

E. ADJUSTMENTS TO PAYMENT STANDARDS

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. CHA will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Payment Standard should be high enough to allow families a reasonable selection of decent, safe and sanitary housing in a range of neighborhoods.

CHA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this policy and if an increase is warranted, the payment standard will be adjusted.

If it is determined that more than 40 percent of families in a particular unit size are paying more than 30 percent of their annual adjusted income for rent CHA will review the Payment Standard.

CHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

If a large percentage of Voucher holders are unable to locate suitable housing within the term of the Voucher, and the HA determines that this is due to unaffordable rents even with a Voucher, the Payment Standard can be adjusted.

CHA may request a waiver from HUD to increase the Payment Standard over 110% of the Fair Market Rent to provide reasonable accommodation for a family with a disability.

Changes in Payment Standards require Board of Commissioners Resolution for Approval.

Financial Feasibility

Before increasing the Payment Standard, CHA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served

Regular Reexamination

If the payment standard decreases during the HAP Contract term, the Payment Standard for the family is the higher of; (1) the Payment Standard at the beginning of the lease minus any amount by which the initial rent to owner has decreased, or (2) the Payment Standard at the current or most recent annual exam.

Interim Examination

Although changes in the family situation, such as, income, size or composition allow for interim adjustments, CHA will not apply any new or change in payment standard until the date of the next regular reexamination.

Moves

If the family moves into a different unit prior to their next recertification and CHA has had a change in the payment standard the new payment standard will be used. The applicable payment standard will be the lower of either the voucher size issued or the unit size selected at the time of the move.

Lowering the Payment Standard

Lowering of the HUD designated FMR may require an adjustment of CHA's Payment Standard. If reports show that the Payment Standard should be lowered, the Payment Standard will not be set below 90 percent of the current FMR with HUD approval.

F. RENT ADJUSTMENTS

Owners must request rent increases in writing to the Housing Authority and the tenant (60-day Notice prior to the anniversary date). Any increase will be effective at the anniversary date of the Contract.

The change in rent does not affect the automatic renewal of the lease and does not require a new lease or contract even an executed amendment. A notice of rent change will be sent to the owner and the family.

G. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

CHA will maintain an up-to date utility allowance schedule. The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size. The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy – conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or wired for tenant installed air conditioners. A tenant paid air conditioning allowance will be provided throughout our jurisdiction.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment (URP) for the family each month. The check will be mailed directly to tenant unless the tenant has agreed to make payment toward a claim.

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

There are two utility allowance schedules:

- Apartments
- Single Family Units

CHAPTER 12

RECERTIFICATIONS

Recertification and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. Re-certifications and interims will be processed in a manner that ensures families are given 30 day notice of a rent increase.

A. ANNUAL RECERTIFICATION

There are three activities CHA must conduct on an annual basis:

1. Recertification of Income and Family Composition,
2. HQS Inspection, and
3. Determination of rent reasonableness for any rent increase request.

CHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 90 to 120 days in advance of the anniversary date.

If requested as a reasonable accommodation by a person with a disability, CHA will provide the notice in an accessible format. CHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

When families move to another dwelling unit, an annual recertification will be scheduled unless a recertification has occurred in the last 60 days. Re-certification dates may change when a family moves.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability.

Annual re-certifications letters will be mailed 90-120 days in advance of the scheduled annual recertification effective date. The head of household will be notified that she/he is required to attend a re-certification interview on a specified date along with other adult members 18 years or older and must complete the included information packet prior to interview. Failure to attend the re-certification interview without contacting the Housing Authority after two notices may result in termination of assistance.

Upon completion of the re-certification, CHA will notify the owner and tenant in writing of the new rent to be paid by the tenant and the new housing assistance payment. Signatures are not required.

Persons with Disabilities

Upon verification that the accommodation requested meets the need presented by the disability, persons with disabilities who are unable to come to CHA's office will be granted an accommodation by conducting the interview at the person's home or by mail.

Tenant Rent Increase

If the tenant rent increases, a (30) thirty-day notice is mailed to the family prior to the effective date.

If less than thirty days are remaining before the effective date, the tenant rent increase will be effective on the first of the month following the (30) thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the first of the month following the reported change.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by CHA.

Missed Appointments

All adult family members are required to attend scheduled appointments. Families are given two opportunities to attend a scheduled appointment, if they missed the first appointment, a second appointment will be scheduled. Failure to appear to the second appointment with out good cause will result in termination of the family's rental assistance.

Exceptions may be granted if the family is able to document reasons why the appointment was missed as schedule. An exception may be granted if requested as a reasonable accommodation for a person with disability.

B. FAMILY COMPOSITION

Program participants must report all changes in family composition in writing to CHA between annual reexaminations within **15** days.

CHA will count a child as a dependent of the household if the member is added to the family through birth, adoption or court awarded custody,

The family must obtain CHA prior approval for all additions except by birth, including a live-in aide. Before adding the family member to the lease, the individual must complete an interim reexamination form stating their income and all other required information of an applicant. They must provide social security verification, birth certificate and a picture ID.

The new family member will go through the same screening process (criminal check on all adults). CHA will determine eligibility before allowing them to be added. If the family is found to be ineligible or does not pass the screening criteria, they will be notified and given an opportunity for an informal review. If they are found to be eligible and pass the screening criteria, CHA will grant approval to add their name. The owner must be made aware of the changes and approve this person to be added to the lease. The family's annual income will be re-calculated taking into account the income and circumstances of the new family member.

The family will not receive approval to add a separate family to the household.

Families claiming zero income, recertification is scheduled every thirty days.

Interim Reexamination Policy

An interim reexamination is a recertification of eligibility and re-determination of subsidy and/or family rent to owner that occurs between regularly scheduled recertifications. An interim examination may be conducted, at the HA's option whenever there is a :

- Change in family composition
- Change in family income and expenses

During an interim reexamination, only the information affected by the change will be verified and reviewed. All changes must be reported within fifteen (15) days of their occurrence.

Increases in family income

- Families will no longer be required to report any increase in income or decrease in allowable expenses between annual reexaminations with the exception of those person(s) having seasonal employment.
- A family participating in FSS program must report increases in order to build his/her escrow account.
- Families must report an increase in income that occurs during the recertification period within 120 days of the anniversary date. Increase that occurs during the recertification will be effective on the anniversary date.

Seasonal Employment

Seasonal employees such as school employees, construction workers, landscape that may typically work fewer months depending on local conditions for such employment.

When existing employment ends, the tenant is required to inform CHA within 15 days in writing. CHA will conduct an interim reexamination annualizing the new current income. .

Once the seasonal employee returns to work they will be required to notify CHA within 15 days of their return, an interim will be conducted to complete the rent increase.

CHA will annualize the current income and conduct an interim reexamination when the income changes.

Decrease in Income

Participants may report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. CHA must calculate the change if a decrease is reported.

Families are not required to, but may at any time, request an interim re-examination based on a decrease in income or an increase in allowable expenses.

Other Interim Reporting Issues

If CHA makes a calculation error at anytime, an interim re-examination will be conducted, to correct the error, but the family will not be charged retroactively.

An interim re-examination does not affect the date of the annual re-examination.

If a family requests a hardship exemption, the Columbia Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or a long term nature.

Hardship

A hardship includes the following situation:

1. When a family member has lost eligibility for or is awaiting an eligibility determination for Federal, State, or local assistance program;
2. The family would be evicted as a result of the imposition of the minimum rent;
3. When the family income has decreased because of changed circumstances, including loss of employment and death in the family;

The Columbia Housing Authority will determine if the hardship is long term or temporary.

If the Housing Authority determines the hardship is temporary, the minimum rent is suspended for a period of 90 days from the date of the family's request. At the end of the 90-day suspension, the minimum rent will be reinstated retroactively to the date of suspension. A reasonable repayment agreement will be offered in accordance with Chapter 18 of the Administrative Plan.

If the Housing Authority determines the hardship is of long term duration, the family will be exempted from the minimum rent requirement until the hardship no longer exists.

The family will be given an opportunity to an informal review to appeal the Housing Authority's determination regarding the hardship.

C. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

CHA will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of fraud, failure to participate in an economic self-sufficiency program, or Non-compliance with work activities requirement.

However, CHA will reduce the rent if the welfare assistance reduction is a result of the expiration of a lifetime time limit on receiving benefits; or a situation where the family has complied with welfare program requirements but cannot or has not obtained employment. For example, the family has complied with welfare program requirements, but the durational time limit, (such as cap on welfare benefits for a period of no more than two year period), causes the family to lose their welfare benefits.

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

CHA will notify affected families that they have the right to an informal hearing regarding these requirements.

D. CONTINUANCE OF ASSISTANCE FOR MIXED FAMILIES

[24 CFR 5.518]

Under the Noncitizens Rule, Mixed families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

Mixed families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

1. CHA implemented the Non-Citizen Rule prior to November 29, 1996,
2. The head of household or spouse is a U.S. citizen or has eligible immigrant status; and
3. All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If CHA implemented the Non-Citizen Rule on or after November 29, 1996, mixed families may receive prorated assistance only.

CHAPTER 13

MOVES WITH CONTINUED ASSISTANCE AND PORTABILITY MOVES

HUD regulations permit families to move with continued assistance to another unit within CHA's jurisdiction, or to a unit outside of the HA's jurisdiction under Portability procedures. The regulations also allow CHA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves both within and outside of the HA's jurisdiction and the policies for restriction and limitations on moves.

Types of Moves

1. Transfer
2. Portability
 - a. Port-In/incoming
 - b. Port-Out

A. ALLOWABLE MOVES

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because CHA terminated the HAP Contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
- The family has given proper notice of lease termination (30-day) written notice. (if the family has a right to terminate the lease on notice to owner).
- Families are allowed to move to another unit once per year at the end of the initial 12 month Lease.
- If the landlord and the family have a mutually agreement to terminate the lease in writing and copy submitted to CHA.
- With good cause, the Housing Authority may be permit the family to move, good cause is defined as:
 - The unit is uninhabitable due to a recent fire or flood.

- The landlord is selling property and/or will no longer be participating in the Section 8 Program
- A member of the household is disabled and needs a reasonable accommodation for medical reasons.

B. RESTRICTIONS ON MOVES

- Families will not be permitted to move more than once in a 12-month period within or outside the Housing Authority jurisdiction. (Exceptions may be made under extenuating circumstance).
- CHA will deny permission to move if there is insufficient funding for continued assistance.
- CHA will deny permission to move if the family has violated a family obligation, owes CHA money, or has been issued a Voucher within the last 12 months

Housing Assistance Payments

When a family moves out of an assisted unit the CHA may not make any housing assistance payment to the owner for any month after the month the family moves out.

C. PROCEDURE FOR MOVES

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last 120 days, CHA will issue the voucher to move after conducting the recertification and as soon as the family requests the move. If the family does not locate a new unit, they may remain in the current unit assuming the unit continues to meet requirements and the owner agrees, if notice has been given and the owner permits.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and CHA proper written notice of any intent to move. The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HA simultaneously.

Owner HAP When Family Moves

- If a family moves without notice, the owner keeps
- the HAP for the month the family moved.
- If a family moves with continued assistance, the term of the assisted lease will begin

- during the month the family moves out of the old unit.
- A move within the same building or between buildings owned by the same owner will be processed like any other owner except there will be no overlapping assistance.

Zero HAP Families Who Wish To Move

- A participant who is not receiving any subsidy, but whose HAP is still in force, may request a voucher to move to a different unit.
- A Voucher will be issued to move unless there are grounds to deny issuance.
- If it is determined that no subsidy would be paid at the new unit, the HA will not enter into a HAP contract on behalf of the family.

D. PORTABILITY

Portability is the process of obtaining a voucher from one HA and using it to lease a unit in another HA’s jurisdiction under the Housing Choice Voucher Program (HCV). The HA the family is moving from is called the initial HA and the receiving HA is where they are moving to.

The unit may be located:

1. In the same state as the initial HA,
2. In the same metropolitan statistical area (MSA) as the initial HA, but in a different state,
3. In an MSA adjacent to the MSA of the initial HA, but in a different state, and
4. In the jurisdiction of an HA anywhere within the United States that administers a tenant based program.

E. OUTGOING PORTABILITY

Restrictions on Portability

The family is in violation of a family obligation, unless the family has complied with all other family obligations and moved out of the unit in order to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, or stalking and who reasonably believed that he or she was in imminent danger of further violence if he or she remained in the unit.th period after admission to the program.

If the receiving HA Payment Standard is higher and the receiving PHA is not absorbing HA will deny the move if funds are not available to support a higher payment standard. If the budget allows we may be able to approve moves.

Receiving HA Requirements

The receiving HA will be requested to adhere to the following guidelines:

1. Notify CHA in writing when a portable family:
 - a. Fails to submit a Request for Tenancy Approval before the voucher expires
 - b. Lease-up; or
 - c. Has its assistance terminated;
2. Submit hearing determinations to CHA
3. Notify CHA in writing within fifteen days of the family's request to move to an area out the receiving HA' jurisdiction.

Moves by Portable Families

When a family request to move with a CHA Voucher (receiving HA administering) wishing to move to another (third) jurisdiction must contact CHA in writing with a formal request to transfer assistance. The request must state the location of where the family is transferring or the name of the HA.

Outgoing Portability Procedures

- ◆ The HA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the HA will determine if the family is within the very low-income limit of the receiving HA. If the recertification is more than 120 days.
- ◆ The HA will notify the receiving HA that the family wishes to relocate into its jurisdiction.
- ◆ The HA will advise the family how to contact and request assistance from the receiving HA such as the name and telephone number of the staff person responsible for working incoming portables.
- ◆ The HA will provide the following documents and information to the receiving HA:
 1. Information on the HUD portability form 52665 including a copy of the family's Voucher with issue and expiration dates,
 2. The most recent HUD 50058 form and verifications,

If the receiving HA absorbs, the initial HA will have no further responsibility after the family leases up in the new jurisdiction

F. INCOMING PORTABILITY

CHA will have the choice to bill the initial HA for assistance or to absorb the family into its own program. If administering, the family will be issued a Portable Voucher by the HA with the same start date received from the initial HA. CHA may not grant extensions in accordance with PIH 2004-12 which state only the initial HA can extend the term of the voucher.

CHA will absorb Port in/ incoming Vouchers in cases where the Initial HA absorbs an equal number of the CHA's outgoing Vouchers. When the HA does not absorb the incoming Voucher, it will administer the Initial HA's Voucher and the HA's policies will prevail.

For initial lease-up, the family must be within the HA's very-low income limits. For participants, the HA will issue a Voucher to the family within the HA's low-income limits.

CHA will issue a portable voucher according to its own subsidy standards. If the family has a change in family composition which would change the Voucher size, CHA will change to the proper size, based on its own subsidy standards.

Income and TTP of Incoming Portables

As receiving HA, CHA will conduct a recertification interview but only verify the information provided if the documents are missing or documents are 120 days old, or there has been a change in the family's circumstances, CHA will not cause a delay in issuance of the voucher. If the family's income exceeds the income limit of CHA, the family will not be denied assistance unless the income of the family is over the very-low income limit. If the family's income is such that a zero subsidy amount is determined prior to lease-up in the CHA's jurisdiction, the HA will refuse to enter into a contract on behalf of the family at zero assistance.

Rent Burden

The Rent Burden is the family's payment to the landlord plus utility allowance. If the gross rent exceeds the payment standard, this figure must not be more than 40% of adjusted monthly income.

Porting families are subject to the same initial maximum rent burden limit as any other family.

Required Documents

As receiving HA, the HA will require the following documents from the Initial PHA:

1. A copy of the family's voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
2. The most recent HUD Form 50058 and 52665 Family Portability Information and verifications
3. Social Security numbers verifications for all household members
4. Declarations and Verifications of U.S. Citizenship or eligible immigration status

CHA will not delay the process if the initial HA provide the required portability documents.

Requests for Tenancy Approval

A briefing will be mandatory for all portability families. When the family submits a Request for Tenancy it will be processed using the CHA's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial HA will be notified within 60 days by the CHA. If the family leases up successfully, CHA will notify the initial HA within 30 days, and the billing process will commence.

If CHA denies assistance to the family, CHA will notify the initial HA within 30 days and the family will be offered a review or hearing. CHA will notify the family of its responsibility to contact the initial HA if the Family wishes to move outside CHA's jurisdiction under continued portability.

Terminations

CHA will notify the initial HA in writing of any termination of assistance within 60 days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by the HA, using the regular hearing procedures included in this plan. A copy of the hearing decision will be furnished to the initial HA.

The initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the initial HA notifies the HA that the family is in arrears or the family has refused to sign a payment agreement, the HA will terminate assistance to the family.

Billing Procedures

CHA will bill 100% of the Housing Assistance Payment, 100% of the hard to house fees and 80% of the Administrative fee for each portable Voucher leased as of the first day of the month.

The Receiving HA must submit billing no later than 10 working days following the date the HAP contract was executed, a copy of the contract must be sent along with the billing for documentation of contract execution. The billing must be in time that it will be received no later than 60 days following the expiration of the family's voucher issued by the initial PHA.

CHAPTER 14

CONTRACT TERMINATIONS

A. TERMINATION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the Housing Authority that defines the responsibilities of both the owner and CHA.

The term of the HAP contract is the same as the term of the lease. The contract between the owner and CHA may be terminated by CHA, or by the owner, or by the tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by CHA to the owner after the month in which the contract is terminated. The owner must reimburse CHA for any subsidies paid by CHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner

After a contract termination and if the family meets the following criteria for a move with continued assistance:

- Valid Voucher
- Not violated a family obligation
- Cannot move if not current on repayment agreement

The family may lease-up in another unit and the contract for the new unit may not begin during the month in which the family moved from the old unit. Overlapping will not be permitted.

B. TERMINATION BY THE FAMILY

- The family may terminate tenancy in accordance with the lease and tenancy addendum, after the initial 12 months lease term.
- The family has an obligation to provide the owner with written notice of termination in accordance with the lease and CHA,
- After the initial year the family may be terminated in accordance with the provisions of the lease

C. TERMINATION OF TENANCY BY THE OWNER

The owner may only terminate the tenancy in accordance with the lease, tenancy and State and local law. If the owner wishes to terminate the lease, the owner must provide proper notice as required by State and local law and as stated in the lease and HUD regulations. The owner must provide the tenant a written notice specifying the grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included or combined with an owner/s eviction notice under state law.

During the term of the lease the owner may only terminate tenancy for:

1. Serious or repeated violations of the lease, including failure to pay rent or other amounts due Under the lease
2. Violations of federal, state or local law related to occupancy of the unit
3. Criminal activity or alcohol by the tenant, any member of the household, a guest or another Person under the tenant's control. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises,
4. Any drug-related or violent criminal activity on or near the premises,
5. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises,
6. Other good cause, after the first year of the lease, includes:
 - Failure by the faily to accept the offer of a new lease,
 - Business or economic reason for regaining possession
 - Owner's desire to repossess unit for personal use; or
 - Tenant's refusal to accept offer of a new lease, and
7. If the lease is for successive definite terms, the owner can terminate tenancy at the end of the initial term or any successive term without causes.
8. The landlord may terminate tenancy during the term of the lease if any family member of the household is:
 - Fleeing to avoid. Prosecution, or custody or confinement after conviction, for a crime or attempt to commit a crime, that is a felony under the laws of the laws of the place from which the individual flees
 - Violating a condition of probation or parole under federal or state law

Evictions and Eviction Notices

The owner may only evict by court action

The owner must give CHA a copy of any owner eviction notice given to the family.

The eviction notice must specify the cause for the eviction. CHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for CHA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, CHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant. If the action is finalized in court, the owner must provide CHA with the documentation including notice the tenant must be out of the unit.

CHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from CHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and tenant is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if CHA has no other grounds for termination of assistance, CHA may issue a new voucher so that the family can move with continued assistance.

The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

After the initial lease term, such good cause includes:

- The tenant's refusal to accept a new lease or revision
- The owner's desire to use the unit for personal or family use or for purpose other than use as a residential unit,
- A business or economic reason for termination of the tenancy (such as sale of the Property, renovation of the unit, the owner's desire to rent the unit for a higher pay)

D. TERMINATION OF THE CONTRACT BY CHA

The HAP contract is a contract between CHA and the owner.

The term of the HAP contract terminates when the lease terminates, when the HA terminates program assistance for the family, and when the owner has breached the HAP contract. (See Chapter 16, Disapproval of Owner) CHA may also terminate the contract if:

- The HA terminates assistance to the family.
- Funding is no longer available under the Annual Contributions Contract (ACC).

- The landlord is not in compliance with the terms of the Contract. Before terminating
- HA must give the landlord the opportunity to take corrective actions
- Absence from the unit for more than 180 days

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice of Termination

The HA will provide the owner and family with at least thirty days written notice of termination of the contract.

E. ZERO HAP

Families receiving \$0 HAP assistance may continue as a program participant for six months (180) days from the effective date they went to \$0 subsidy. During this period, the HAP contract between the HA and the owner remains in effect. When 180 days have elapsed, and the family is still at \$0 assistance, the Landlord will be notified of the termination of the HAP Contract.

During the 180-day period CHA will perform all duties and responsibilities as necessary such as re-examinations and HQS. If the landlord wants a rent increase during these 180 day- period, and the rent increase would cause CHA to resume HAP payments, or it at a reexamination time, the family had a loss of income and there would be a HAP payment, the payments will be resumed. If the family moves to another unit, which required the CHA to pay HAP, the \$0 assistance provision is no longer in effect. The CHA cannot execute a HAP contract at \$0 subsidy.

F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

Families, who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a mixed family chooses not to accept proration of assistance, are eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for transition to affordable housing.

Deferrals may be granted for intervals not to exceed six months. The family will be notified in writing at least 60 days in advance of the expiration of the deferral period and that termination of assistance will not be deferred because:

- a) Granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (three years for deferrals granted before 11/29/96; 18 months for deferrals granted after 11/29/96); or

b) A determination has been made that other affordable housing is available.

CHAPTER 15

TERMINATION OF ASSISTANCE OR DENIAL

The Columbia Housing Authority may deny or terminate assistance for a family because of the family's failure to act. If the family has committed fraud in connection with the Housing Choice Voucher Program, the Housing Authority may terminate assistance and cancel the contract.

CHA may choose not to terminate assistance under the outstanding HAP Contract, or CHA may offer to continue assistance on the condition that the family agrees to reimburse CHA for the overpayment.

- **Denial of Assistance for an Applicant:** Denial of assistance for an applicant includes denying an applicant to be placed on the waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provided assistance under portability procedures [982.552 (2)].
- **Termination for Participant:** Termination of assistance for a participant includes refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, denial of a new voucher and refusing to process or provide assistance under portability procedures [982.552 (3)].

Violence against Women Act (VAWA) 2005 exception to a Termination or Denial:

An applicant or participant that is or has been a victim of domestic violence, dating violence, or stalking can not be denied program assistance.

Incidences of actual threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim will not be cause for terminating assistance or occupancy rights of the victims

CHA may terminate assistance for any individual who is a tenant of lawful occupant and who engage in criminal acts of violence against family members or others.

A. CAUSE FOR TERMINATION OR DENIAL

The participant may, at any time, be terminated from the program, for any of the following reasons:

1. The family violates any family obligation under the program as listed in 24CFR 982.551

2. **Evictions:** If any family member or applicant has ever been evicted from federally assisted housing or subsidize housing.
3. If any CHA has ever terminated assistance under the Voucher program for any member of the family.
4. If any member of the family commits drug-related criminal activity, violent criminal activity or alcohol abuse.
5. **Fraud:** If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. The family currently owes rent or other amounts to CHA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.
7. The family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. The family breaches an agreement with an HA to pay amounts owed to an HA, or amounts paid to an owner by a HA.
9. If a family participating in the Family Self Sufficiency program fails to comply, without good cause, with the family's Family Self-Sufficiency contract of participation.
10. **Citizenship:** The family must submit required evidence of citizenship or eligible immigration status. CHA must deny, terminate or prorate assistance because a family member does not establish citizenship or eligible immigration status.
11. CHA must deny or terminate assistance if any member of the family fails to sign and submit consent forms for obtaining needed information.
12. A family who reached zero assistance and has paid all of their rent for 180 days
13. The family has engaged in or threatened abusive or violent behavior toward HA personnel for example,

“Abusive or violent behavior towards HA personnel” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

“Threatening” refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence; and

Actual physical abuse or violence will always be cause for termination.

14. Any member of the family, whose drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other residents or persons residing in the vicinity of the applicant or household members within the past **(5) years**.
15. **College Student** 23 years of age and under who have not been declared an independent student as defined by the Department of Education. (see glossary)
16. Crime committed by a family member.
17. **HQS breached by family member such as:**
 - Failure to maintain utilities the owner is not required to pay. **Participants will be given 30 days to have utilities restored.**
 - Failure to maintain appliances the owner is not required to provide. **Participants will be given 30 days to repair or restore appliances.**
18. The family must supply any information requested by CHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and in accordance with HUD requirements.
19. The family must disclose and verify Social Security Numbers (as provided by 24 CFR part 750) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
20. All information supplied by the family must be true and complete.
21. **Lease Violations:**
 - The family may not commit any serious or repeated violations of the lease.
 - The family must notify the owner and, at the same time, notify CHA before the family moves out of the unit or terminates the lease upon notice to the owner.
 - The family must promptly give CHA a copy of any owner eviction notice.
21. **Unauthorized individuals** is an individual living in the unit, other than those listed listed on the lease or application. This includes any person whose name is not on the lease and lives and/ or stays wit the participant on a repetitive basis.
22. The family must promptly inform CHA of the birth, adoption, court-awarded custody of a child or from power of attorney (military family). The family must request CHA approval to add a family member as an occupant to the unit.

23. The family must promptly notify CHA if any family member no longer resides in the unit.
24. If CHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or CHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
25. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
26. The family must not sublease or let the unit.
27. The family must not assign the lease or transfer the unit.
28. The family must supply any information or certification requested by CHA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with CHA for this purpose. The family must promptly notify CHA of absence from the unit.
29. The family must not own or have any interest in the unit.
30. Must allow CHA to inspect the unit.
31. The members of the family may not engage in drug-related criminal activity or violent criminal activity
32. **Duplicate Assistance:** An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit, or for a different unit under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, CHA has discretion to consider all of the circumstances in each case including the seriousness of the case. CHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. CHA may also review the family's more recent history and record of compliance as well as the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

CHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action, or failure to act, will not reside in the unit. CHA may permit the other members of a family to continue in the program.

Proposed Additions to the household

- Persons who have been evicted from public or Section 8 housing in the last (5) years
- Persons who have previously violated a family obligation listed in [24CFR 982.551](#)
- Persons who have engaged in or threatened abusive or violent behavior toward CHA Personnel.
- Person who currently owe rent or other amounts to CHA or another HA
- Person who commit fraud, bribery, or any other corrupt criminal act in connection with any federal housing

B. PERMANENT TERMINATION

The HA must deny assistance to applicants and terminate assistance for participants:

1. If any member of the family is subject to a lifetime registration requirement under a State sex offender registration program.
2. If any member of the family has ever been convicted of drug related criminal activity for the manufacturing or production of methamphetamine on the premises of federally assisted housing. This is immediate and permanent.

Required Evidence

All screening and eviction procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, the HA will endeavor to screen applicants criminal report. Such screening will apply to any member of the household who is 18 years of age or older. It is the owner's responsibility to screen applicants under this program for suitability for their unit.

Definitions

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means on or off the premises, not just on or near the premises.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member. Covered person-means a tenant, any member of the tenant' household, a guest or another person under the tenant's control

Engaged in or engaging in violent criminal activity- means any act within the **past 5** years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which resulted in the arrest and/or conviction of the applicant or participant, household members, or guests.

Guest-means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of 24 CFR Part 982 applies to a guest as so defined.

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

Standard for Violation

The CHA will deny participation in the program to applicants and will terminate assistance to participants in cases where the CHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the CHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, CHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Drug Related and Violent Criminal Activity

Ineligibility if Evicted for Drug-Related Activity: Persons evicted from public housing, Indian Housing, Section 23 or any Section 8 program because of drug-related criminal activity are ineligible for admission to the Section 8 program for a **five-year** period beginning on the date of such eviction.

Applicants will be denied assistance if they have been arrested, convicted or evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the **last 5 years** prior to the date of the certification interview.

Participants will be terminated who have been arrested, convicted or evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the **last 5** years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, CHA will terminate assistance. In appropriate cases, CHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the HA may consider individual circumstances with the advice of Juvenile Court officials or Social Worker.

CHA will waive the requirement regarding drug-related criminal activity if the person demonstrates successful completion of a credible rehabilitation program approved by CHA, or the circumstances leading to the eviction no longer exist.

Termination of Assistance for Participants

If the family violates the lease for Alcohol abuse, drug related or violent criminal activity or other criminal activity CHA will terminate assistance. In determining whether to terminate a family or household member CHA will rely on:

- Background checks of all household members
- Police reports
- Newspaper and other media reports and, or
- Past history reports with the housing authority/landlord

In appropriate cases, CHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, CHA may consider individual circumstances with the advice of Juvenile Court officials.

Notice of Termination of Assistance

In any case where CHA decides to terminate assistance to the family, CHA must give the family written notice which states:

1. The reason(s) for the proposed termination,
2. The effective date of the proposed termination,
3. The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance, and
4. The date by which a request for an informal hearing must be received by CHA.

CHA will simultaneously provide written notice of the HAP contract termination to the owner so that it will coincide with the termination of assistance.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants. CHA will pursue fact-finding efforts as needed to obtain credible evidence. Confidentiality of Criminal Records

CHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated and will be destroyed once the purpose for which it was requested is accomplished. Misuse of the information by any HA employee will be grounds for termination of employment. If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination. CHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

C. PROCEDURES FOR NON CITIZENS

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. CHA must offer the family an opportunity for a hearing. (**See Chapter 2, Section D.**) Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When CHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the applicant is unable to verify their citizenship, CHA may give an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. CHA will then verify eligible status, deny, terminate, or prorate as applicable.

CHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with CHA either after the INS appeal or in lieu of the INS appeal.

After CHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

D. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HA will deny or terminate assistance. In making this determination, the HA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

E. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain the required information. The obligations also require that the family allow the HA to inspect the unit; and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HA, may be sent a notice of denial or termination of assistance for failure to provide required information, or for failure to allow the HA to inspect the unit.

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Incarceration
- Family emergency

Procedure when Appointments are missed or Information not provided

For most purposes in this plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation. After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the family offers to cure the breach and the family do not have a history of non-compliance.

CHAPTER 16

OWNER DISAPPROVAL AND RESTRICTION

It is the policy of CHA to recruit owners to participate in the voucher program. CHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of CHA. The regulations define when CHA must disallow an owner participation in the program; and they provide CHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, owner includes a principal or other interested party.

CHA will disapprove the owner for the following reasons:

1. HUD has informed CHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
2. HUD has informed CHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action are pending.
3. HUD has informed CHA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
4. Unless the lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. CHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
5. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
6. The owner has violated any obligation under the HAP contract for the dwelling unit including the owner's obligations to maintain the unit to Housing Quality Standards and any standards CHA has adopted in this policy.
7. The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

8. The owner has engaged in drug trafficking.
9. The owner has a history or practice of non-compliance with the Housing Quality Standards for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing programs.
10. The owner has a history or practice of renting units that fail to meet state or local housing codes.
11. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
12. Engaged in actual physical abuse or has threatened abusive or violent behavior toward a Resident, a member or the public, or CHA personnel.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, CHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. CHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, CHA will review all relevant factors pertaining to the case and will consider such factors as the owner's record of compliance and the number of violations. See program integrity addendum for guidance as to how owner fraud will be handled.

C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract. Upon notification of a change in ownership, CHA will provide a change of ownership form to be completed and signed by the new owner and the previous owners. CHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner. The new owner must provide a current address, the telephone number, if different from the home number.

CHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent. If the new owner does not want an assignment of the contract, CHA will terminate the HAP contract with the old owner. The new owner may offer the family a new assisted lease. The family may also elect to enter into the new lease or move to another unit.

Chapter 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For HAP Contracts Effective before October 2, 1995)

INTRODUCTION

The content of this chapter has been removed.

The Quality Housing and Work Responsibility Act of 1998 provided that families assisted under the premerger certificate program would be transferred to the Housing Choice Voucher Program no later than the second annual re-examination on or after the merger date (October 1, 1999). Families assisted under the the premerger voucher program were transferred to the Housing Choice Voucher Program.

Under the Housing Choice Voucher Program, the HA is not responsible for owner claim against the family. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may collect the balance from the family.

CHAPTER 18

REPAYMENT AGREEMENT

This Chapter describes CHA's policies for the recovery of monies which have been overpaid for families and to owners. Before a debt is assessed against a family or owner, the file must contain documentation to support CHA's claim that the debt is owed. The file must contain written documentation of the method of calculation, in a clear format, for review by the owner, the family, or other interested parties.

When families or owners owe money to CHA for unreported income or amounts paid to owners CHA will make every effort to collect it. CHA will use a variety of collection tools to recover debts including, but not limited to:

1. Requests for lump sum payments
2. Payment agreements
3. Abatements
4. Reductions in HAP to owner
5. Income tax set-off programs

A. PAYMENT AGREEMENT FOR FAMILIES

A payment agreement as used in this plan is a document entered into between CHA and a person who owes a debt to CHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to CHA upon default of the agreement.

If the family is willing to execute a repayment agreement, payments will be established under the following guidelines, depending upon the family's ability to pay:

- Pay the entire debt in full
- The entire debt is paid in full by the next annual re-certification
- Within the next 12 months, or
- Within a time frame that affords the family the ability to repay the debt

The minimum monthly payment will be \$10.00

B. DEBTS OWED FOR CLAIMS

(Claims from the Certificate Program)

If a family owes money to CHA for claims paid to an owner, CHA will review the circumstances resulting in the overpayment and decide whether the family must pay the full amount. CHA will enter into a payment agreement.

If the family requests a move to another unit and has a re-payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears, the family will be required to pay the balance in full prior to the issuance of a voucher. If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim, the family will be required to pay the balance in full, or be terminated from the program.

C. VACANCY LOSS

Vacancy Loss may only be claimed in the Moderate Rehabilitation Program. Vacancy loss will only be paid if the tenant vacated the unit in violation of the lease agreement. To file a claim for vacancy loss, the landlord must notify CHA of the vacancy.

D. GUIDELINES FOR PAYMENT AGREEMENTS

1. Payment agreements will be executed only between CHA and the head of household/co-head.
2. Monthly payments may be decreased in cases of family hardship. The Deputy Director for Assisted Housing may approve such decreases provided a reasonable notice and verification of the hardship is presented by the family.
3. No move will be approved unless the debt is current or paid in full... If the move is a result of a natural disaster, owner non compliance or owner opts.

E. OWNER DEBTS TO THE HA

If the HA determines that the owner has accepted Housing Assistance or Claim Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract.

If future Housing Assistance is insufficient to reclaim the amounts owed, the HA will:

- Require the owner to pay the amount in full within 30 days.
- Restrict the owner from future participation.

F. WRITING OFF DEBTS

Debts will be written off if:

- The debtor is deceased.
- The amount is less than \$50 and the debtor cannot be located.

CHAPTER 19

COMPLAINTS AND APPEALS

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HA. For applicants the HA must It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA require that complaints, other than HQS violations, be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the HA or owner, complaints will be referred to Section 8 Staff.
2. Complaints from owners: If an owner disagrees with an action or inaction of the HA or a Family, complaints will be referred to a Supervisor
3. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, complaints will be referred to a Supervisor.
4. Complaints from the general public: Complaints or referrals from persons in the community in regard to the HA, a family or an owner, will be referred to Section 8 Staff.

The HA hearing procedures will be provided to families in the briefing packet.

B.INFORMAL REVIEW PROCEDURES FOR APPLICANTS [982.554]

Reviews are provided for applicants who are denied assistance to the program. The exception is made when an applicant is denied assistance for citizenship or eligible immigrant status; therefore, the applicant is entitled to an informal hearing. When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible

The procedure for requesting a review if the applicant does not agree with the decision

The time limit for requesting a review.

The HA must provide applicants with the opportunity for an informal review of decisions when denying:

Listing on the HA's waiting list,
Issuance of a Voucher, and
Participation in the program.

Informal Reviews are not required for established policies, procedures, and HA determinations, as described below:

1. Discretionary administrative determinations by the HA,
2. General policy issues or class grievances,
3. A determination of the family unit size under the HA subsidy standards,
4. Refusal to extend or suspend a Voucher,
5. Disapproval of lease,
6. Determination that unit is not in compliance with HQS, and
7. Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Review

If the Housing Authority determines that applicant does not meet the criteria for receiving housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason (s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. If the household is denied because of criminal activity, the notice will the applicant a copy of the criminal records and an opportunity to dispute the accuracy of the record. The notice will describe how to request an informal review.

- A request for an informal review must be received in writing by the close of the business day, no later than 10 days from the date of the HA's notification of denial of assistance.
- The HA will notify the applicant in writing or by telephone of the scheduled appointment and the locations for the review.
- The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The Review may be conducted by a staff person who is a supervisory level or above.

- The applicant will be given the option of presenting oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. Families may use an attorney or other representatives to assist them at their own expense.
- A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer and an explanation of the reasons for the decision. All requests for a review, supporting documentation and a copy of the final decision will be retained in the family's file.

C. INFORMAL HEARING PROCEDURES [982.555]

The HA must provide participants with the opportunity for an Informal Hearing to consider whether the following HA determinations decisions relating to the individual circumstances of a participant family are in accordance with the HUD regulations and Housing Authority policies:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment,
- Appropriate utility allowance for tenant paid utilities,
- Family unit size (voucher size) under the HA subsidy standards,

Before terminating housing assistance payments under an outstanding HAP contract, the HA must give opportunity for informal hearing for a determination to terminate assistance:

- Because of the family's action or failure to act,
- Because the participant family has been absent from the assisted unit for longer than allowed.

When a Hearings is not required

The HA will not provide the participant family an opportunity for an informal hearing for any of the following reasons as described below:

- When the HA takes other actions following the HA discretionary determinations;
- General policy issues/ class grievances;
- Establishment of the HA utility allowances schedule;
- Refusal to extend or suspend a voucher;
- Refuse to approve a unit or lease;

- When a unit fails for HQS (except for termination of assistance for family-caused breaches);
- When the HA determines that a unit is not in accordance with HQS because of the family size; and
- When the HA determines to exercise or not exercise any right or remedy against the owner under a HAP contract.

When the HA makes a decision regarding the eligibility and/or the amount of assistance, the participants must be notified in writing. The HA will give the family notice of such determinations which will include:

- Reason for the decision HA;
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing;
- To whom the hearing request should be addressed; and

Notice to the Family of Hearing

It is the HA's objective to resolve disputes at the lowest level possible and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that and participants will receive all of the protections and rights afforded by the law and the regulations.

When the HA receives a request for an informal hearing, a hearing shall be scheduled within 10 days. The notification of hearing will contain:

1. The date and time of the hearing;
2. The location where the hearing will be held;
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense;
4. The right to view any documents or evidence in possession of the HA upon which the HA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than 10 days before the hearing date; and

5. A notice to the family that the HA will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than 10 days before the hearing date.

The HA's Hearing Procedures

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HA within 48 hours, excluding weekends and holidays. The HA will reschedule the hearing only if the family can show good cause for failure to appear.

Families have the right to:

- Present written or oral objections to the HA's determination;
- Examine the documents in the file which are the basis for the HA's action, and all document submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

In addition to other rights contained in this chapter, the HA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer(s) appointed by the HA who is neither the person (s) who made or approved the decision, nor a subordinate of that person.

1. The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
2. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. Documents include records and regulations.
3. The Hearing Officer (s) may ask the family for additional information and/or might adjourn. The hearing will reconvene at a later date before reaching a decision.
4. If the family misses an appointment or deadline ordered by the Hearing Officer (s), the action of the HA shall take effect and another hearing may not be granted.
5. The Hearing Officer (s) will determine whether the action, inaction, or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the family within 10 days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed and documentation of the calculation of monies owed; and

The date the decision goes into effect.

The HA is not bound by hearing decisions:

Which concern matters the HA is not required to provide an opportunity for a hearing;

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

Considering Circumstances

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

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

D... HEARING AND APPEAL PROVISIONS FOR RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS]

Assistance to the family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within ten days of their right to appeal to the INS. The request must be made within 30 days of receipt of the notice or within thirty days in lieu of the INS appeal decision. If the family appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice. After receipt of a request for an informal hearing, the hearing is conducted as described in section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will:

Deny the applicant family;

Defer termination if the family is a participant and qualifies for deferral; and

Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

1. If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide documentation, the family will be denied or terminated.
2. Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
3. Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.
4. Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

E. NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)

VAWA requires the HA to notify participants of their rights under this law, including their right to confidentiality and the limits thereof.

Notification to Participants

The HA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination. The notice will explain the protections afforded under the law, inform the participant of HA confidentiality requirements.

Notification to Owners

VAWA requires HA's to notify owners and managers of their rights and responsibilities under this law.

The HA will inform property owners and managers of their screening and termination responsibilities related to VAWA. The HA may use the following means of notification to owners of their responsibilities under VAWA:

1. Day to day interactions with owners and managers
2. Mass mail, insert in HQS notices, owner workshops or newsletters
3. Signs in the lobby of the HA

CHAPTER 20

SPECIAL HOUSING TYPES

Special housing includes:

- SRO
- Shared Housing
- Assisted Living facilities

CHA will not set aside any program funding for special housing types, or for a special housing type. A family may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

Verification of Need for Reasonable Accommodation

An example of acceptable documentation as verification of the need for reasonable accommodation would be:

- A letter to CHA describing how the special housing type requested provides the accommodation that the person needs.
- The request and documentation will be reviewed by Deputy for Assisted Housing and a written response stating approval or disapproval will be sent to the applicant/participant within 10 days of receipt of the request.

A copy of CHA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

These programs will be used only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability.

Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as accommodation.

A. SINGLE ROOM OCCUPANCY

Single room Occupancy (SRO) refers to a housing unit that generally lacks a kitchen and may have a shared bathroom. There is no limitation on the number of SRO units in an SRO facility.

Occupancy

A single person may use a Housing Choice Voucher to reside in an SRO housing unit.

CHA will use:

- a separate lease
- housing assistance payment contract for each assisted person residing in a SRO. [24 CFR 982.603].
- The payment standard used for an SRO unit is 75 percent of the zero-bedroom payment standard as determined annually.
- The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

SRO Rent and Housing Assistance Payment [24 CFR 982.604]

- CHA SRO payment standard will not exceed the Fair Market Rent exception rent limit for SRO housing.
- While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.
- The housing assistance payment for an assisted occupant is the lower of the SRO payment standard amount minus the total tenant payment (TTP) or the gross rent for the unit minus the TTP.

Housing Quality Standards

- CHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs.
- The HQS in 24 CFR 982.401 applies to SRO housing units except where there are special regulations for SRO regarding access and fire safety (in 24CFR 982.605).
- Access to doors must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building leading to safe and open space at ground level.
- In addition, sanitary facilities and space and security features must meet local code standards for SRO housing
- In the absence of local code standards, the regulations at 24 CFR 982.605 will apply.
- Lead based-paint does not apply to SRO unit.

B. SHARED HOUSING

Shared housing is a single housing unit occupied by an assisted family and another resident or residents the unit consists of both common space for use by all the occupants of the unit and separate private space for each assisted family.

Occupancy

- An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit.
- The unit may be a house or an apartment.
- CHA may approve a live-in aide to reside with a family in order to care for a person with a disability. CHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.
- Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.
- A resident owner may enter into a HAP contract with CHA. However, housing assistance may not be paid on behalf of an owner. CHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.
 - There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

- For shared housing, the term pro-rata portion means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit.
- ✓ For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

Rent

- The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with 24 CFR 982.507.

In determining reasonable rent for shared housing, CHA will consider whether sanitary and food preparation areas private or shared.

Maximum Subsidy

The payment standard for a family that resides in a shared housing unit is the lower of:

- The payment standard amount on CHA payment standard schedule for the family unit size; or
- The pro-rata portion of the payment standard amount on CHA payment standard schedule for the shared housing unit size.

If the family request a live-in aide and it is approved the live-in aide will be counted in determining the family unit size.

The housing assistance payment for a family in shared housing is the lower of the total tenant payment (TTP) minus the payment standard or the TTP minus the gross rent.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standards

CHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

C. Assisted Living Facilities

Assisted living is sometimes referred to as residential care facilities, adult care, congregate or group homes. Assisted living facilities are designed for residents who have the physical ability to live independently but need assistance with some activities of daily living, such as personal care, transportation, meals, laundry, medication, monitoring security and housekeeping.

Nursing homes, board and care homes or facilities providing continual care are not eligible under the HCV program

Housing Assistance Payment

- Housing Assistance Payment is calculated the same as normal HCV subsidy calculation.
- Housing Assistance Payment is the lower of the gross rent (including utility allowance for all tenant furnished utilities) minus the total tenant payment or the payment standard applicable to the family minus the total tenant payment.

Housing Quality Standards

- HCV rules apply for HQS and rent reasonableness

The cost of meals or supportive services shall not be included in the rent to owner. Meals must be paid for through other sources. Non payment of these fees for meals and services are not grounds for termination of housing assistance or for eviction from the housing.

CHAPTER 21

MODERATE REHABILITATION PROGRAM

The Moderate Rehabilitation (Mod Rehab) Program was established through the Housing and Community Development Amendment of 1978 to bridge the gap between Section 8 Substantial Rehabilitation and Section 8 Rental Assistance and was intended to upgrade marginal deteriorated existing buildings for use as assisted rental housing. The contract for any unit rehabilitated in accordance with the program must be for a term of 15 years. The program was repealed in 1991 and no new projects are authorized for development. Assistance is limited to properties previously rehabilitated pursuant to a housing assistance payments (HAP) contract between an owner and CHA.

Many operational and administrative policies for the Mod-Rehab Program are treated the same as in the Housing Choice Voucher Program.

This section also includes guidance for the Mod-Rehab Single Room Occupancy (SRO) Program for Homeless Individuals. The purpose of the SRO program is to provide rental assistance for homeless individuals.

Apply for Admission

CHA use a combined waiting list for tenant based, Mod-Rehab, Public Housing and HCV. When the waiting list is closed for the Voucher Program Mod Rehab is merged with Public Housing Applications. CHA inform families on the waiting list of the Mod Rehab Program Opportunities. When the waiting list is closed for the tenant-based program the Mod Rehab waiting list remains opens.

A. TENANT SELECTION

Owners of Mod-Rehab properties remain responsible for tenant selection and may choose to reject referrals from CHA for reasons related to suitability. The owner must lease all assisted units under HAP contract under the Moderate Rehabilitation program, to eligible families.

Single Room Occupancy (SRO) families must be deemed homeless to be eligible for the unit with verification of homeless. Selection for this program is made by the SRO complex.

B. VACANCIES

1. Immediately upon learning of a vacancy, the owner must notify CHA. CHA will refer eligible families to the owner in writing from the top of the Section 8 Mod Rehab waiting list in sufficient numbers to expedite the filling of a vacancy. The owner will receive a letter from Columbia Housing Authority with the names of the applicants, their address and telephone. The tenant will also receive a letter from the Columbia Housing Authority listing the owner's name address and telephone number. If an applicant or group of applicants has been referred for a vacant unit in the Mod Rehab Program and have indicated they do not wish to be considered for the program, CHA will refer them to other Mod vacancies. If the family refuses to accept an appropriate unit, the family file will not be removed from the waiting list.

If CHA fail to submit a sufficient number of eligible applicants to fill a vacancy within 30 days of the owner's notification of vacancy, the owner may solicit applications from families and refer such families to CHA with a letter of approval to determine eligibility. If the family was referred by the owner for a 30 day special and refuse the unit, the file will be deleted from the waiting list.

CHA will also maintain a vacancy listing of units that have been vacant for more than 30 days for prospective tenants

Determining Unit Size

The size of the families referred to the Mod-Rehab unit will be based on the number of bedrooms available in the unit pursuant to the subsidy standard schedule identified previously in this Plan.

When a change in family composition requires a change in bedroom size, CHA will determine whether the unit is overcrowded or under occupied

If the owner does not have a suitable unit, CHA will refer the family to other available Mod Rehab units. If the family needs a larger or smaller size unit and there are no available units in the Mod Rehab Program the family may be issued a voucher.

Moderate Rehabilitation Briefing

In the Mod Rehab program, eligible families will receive a briefing in accordance with relevant regulation, including but not limited to the following:

- Statement of Family Responsibility and the program regulations
- Informal Hearing Procedures

- Information as to the tenant rent and schedule of allowances for utilities and other services;
- The fact that the subsidy is tied to the unit ;
- Federal, State and local Fair housing laws;
- The family's option under the program should the family be required to move due to an increase or decrease in family size;
- Information regarding Lead Based Paint;
- An explanation of the family's rights of continued participation when the contract is terminated. (Tenant Protection)

C. HOUSING QUALITY STANDARDS

Annual inspection will be conducted according to the regulations specified in this Plan. (See, Chapter 10 on HQS).

CHA will conduct a move out or vacate inspection if the owner intends to file a claim for Special payment identified in the contract.

Security Deposit Requirements

The maximum amount of security deposit that can be collected by the owner is one month's Total Tenant Payment or \$50.

Family Moves

The Mod Rehab Program provides project-based assistance, which is tied to the unit under the contract. Therefore, if the family vacates the unit, no additional assistance will be available to the family unless the family transfers to another Mod Rehab unit with the approval of the HA and the property owner.

D. OWNER CLAIM FOR VACANCIES, DAMAGES AND UNPAID RENT

According to 24 CFR 882.411 and the contract, the owner is entitled to special claim payments for damages, unpaid rent and vacancies loss under certain terms and conditions. These terms and conditions are specified in the HAP contract.

The owner may receive up to 80% of the contract rent for a vacancy period not exceeding 60 days if the unit remains vacant. This provision applies if the owner made an effort to rent the unit and not rejected eligible applicants, except for good cause.

The owner will be required to notify CHA that a unit has been vacated. A move out inspection will be conducted if the owner indicates that they intend to file a claim. The

vacate inspection will be done and the results of the inspection will be provided to the owner. Claims must be submitted within 30 days from the date of inspection results.

E. ADJUSTMENT TO RENTS AND UTILITY ALLOWANCE

HAP payments are made to the landlord in accordance with the procedures used for the Housing Choice Program. Utility allowances used for the Moderate Rehabilitation Program are the same as those used for the Housing Choice Voucher Program. Any change to the utility allowances is made effective at the next annual re-examination.

Owners in the Moderate Rehabilitation Program and Mod Rehab Single Room Occupancy (SRO) may submit a request for annual increase at the anniversary date of the contract. Rents are adjusted by applying the appropriated Annual Adjustment Factor and comparability.

CHAPTER 22

SECTION 8 HOMEOWNERSHIP

General Information

The Columbia Housing Authority wishes to provide opportunities for families to become more economically empowered and secure through family stability with homeownership options. CHA will operate the Homeownership program pursuant to 24 CFR 982.625 in order to expand homeownership opportunities to households that have a Housing Choice Voucher.

Columbia Housing Authority (CHA) will offer the homeownership option to all participants who meet the following eligibility requirements:

A. ELIGIBLE APPLICANTS

1. Participation in the Family Self Sufficiency (FSS) program or graduate.
2. Housing Choice Voucher Participant for one year and meet the following guidelines:
 - Head of household and or spouse must have a minimum annual income of the Federal Minimum Wage multiplied by 2000 hours (not including welfare assistance).
 - Must be a first time homebuyer as defined by HUD
 - One year continuous work history (excluding disabled families)
 - Minimum income requirement for disabled family SSI x 12 months.
3. A Housing Choice Voucher family that has a household member (head or spouse or sole Member is a person with disabilities) receiving SSI. The Social Security Administration Defines disability as “the inability to do any kind of gainful work because of a physical or mental impairment or combination which is expected to last at least twelve months or end in death.

B. INITIAL REQUIREMENTS

1. The family is qualified to receive homeownership assistance
2. The family may not owe money to HA or any other Housing Authority
3. Have not defaulted on a mortgage obtained through the homeownership option
4. The family is a first time homeowner
5. Must be able to make a minimum down payment at least three (3) percent of the purchase price and at least 1% must come from the family’s personal resource.

C. ELIGIBLE UNITS

1. One family house
2. The unit is under construction (once the footers have been poured according to HUD)
3. Existing units
4. Manufacture homes permanently installed
5. The unit has been inspected by CHA inspector and by an independent inspector
6. The unit meets Housing Quality Standards

Columbia Housing Authority will not approve the seller of the unit it has been determined that the seller is debarred, suspended, or subject to a limited denial or participation.

D. PURCHASE REQUIREMENTS

The Section 8 rental assistance will continue under the terms of the participant's rental agreement until a home is found to purchase

E. INSPECTION AND CONTRACT OF SALE

1. CHA will not commence homeownership assistance until CHA has inspected the unit and has determined the unit to meet HQS.
2. An independent inspector selected by and paid for by the family must also inspect the unit. The independent must not be an employee of the Columbia Housing Authority. The independent inspector must be qualified to identify physical defects and report on property conditions including major building systems and components. These systems include but are not limited to:
 - Foundation and other structure components
 - Housing interior and exterior
 - Electrical and heating
 - Roofing
3. The Independent inspector must provide a copy of the inspection report to the family and CHA. The Housing Authority will review the report to determine whether any pre-purchase repairs are necessary. Homeownership will not commence until the inspection has been approved.
4. The family must enter into a contract of sale with the seller. A copy of the contract must be given to CHA. The contract must also:
 - Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory;
 - Provide that the purchaser is not obligated to pay for necessary repairs;
 - Contain the seller's certification that he or she has not been debarred, suspended or subject to a limited denial of participation.
 - Specify the price and other terms of sale by the seller to the purchaser.

F. FINANCING

The family is responsible for securing financing. The family will seek credit pre-approval from the lender prior to contacting a real estate professional. CHA may disapprove proposed financing if it is determined the debt is not affordable.

CHA will prohibit the following forms of financing:

- Balloon Payment Mortgage
- Seller Financing
- Adjustable Rate

CHA will approve the following financing:

- Insured or guaranteed by the State or Federal government
- Fixed Rate
- Comply with secondary mortgage market underwriting requirements.

G. CONTINUED ASSISTANCE

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home CHA may not continue homeownership assistance after the month when the family moves out if payment is sent to a lender they are not required to refund the HA.

The family must comply with the following obligations:

- The terms of the mortgage securing debt incurred to purchase the home
- Must attend homeownership counseling
- Must notify CHA before moving out of the home
- Must notify CHA if the family defaults on a mortgage
- Must not have ownership in another residential property

Before commencement of homeownership must execute a state in which the family agrees to comply with all family obligations under the homeownership option and Housing Choice Voucher Program.

Ineligible for Assistance

Families are ineligible to apply or rental assistance for a minimum of 5 years after termination of homeownership.

Zero Assistance

Families whose TTP exceeds the Payment Standard may remain on the program for site (6) months from the date of zero assistance.

H. MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

Except in the case elderly or disabled families, the maximum term of homeownership assistance is:

- 15 years, if the initial mortgage term is 30 years or longer, or
- 10 years in all other cases

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at the time during receipt of homeownership assistance, the family qualified as disabled.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes 15 years applicable from the date homeownership assistance commenced. The household must be afforded at least 6-months of homeownership assistance after the maximum term becomes applicable provided the household is eligible to receive homeownership assistance.

I. HOMEOWNERSHIP ASSISTANCE PAYMENTS

The homeownership payment is the lower of the voucher payment standard minus the total tenant payment.

CHA will use the same payment standard that is used for the Housing Choice Voucher program.

In determining payment please note the following homeownership expenses included at initial move in:

- Principal and interest on mortgage debt
- Mortgage insurance premium
- Taxes and Insurance
- Utility allowance used for the voucher program

J. PORTABILITY

Subject to restrictions on portability the family may exercise portability if the receiving housing authority is administering a Voucher homeownership program and accepting new homeownership families.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
CR	Contract Rent
EOHP	Equal Opportunity Housing Plan
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution.
GR	Gross Rent
HA	Housing Agency
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan

HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
Mod Rehab	Moderate Rehabilitation
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFTA	Request for Tenancy Approval
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment
VAWA	Violence Against Women Act
LEP	Limited English Proficiency

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

ADMINISTRATIVE PLAN. The HUD required written policy of the HA governing its administration of the Section 8 Voucher and Moderate Rehabilitation programs. The Administrative Plan and any revisions must be approved by the HA's board and a copy submitted to HUD.

ABSORPTION. In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

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

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d) (3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

VOUCHER HOLDER. A family holding a voucher with unexpired search time.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing

COOPERATIVE. A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY. The maximum annual payment by HUD to an HA for a funding increment.

CONTRACT RENT. In the Section 8 Programs, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

DATING VIOLENCE, Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

DISABLED PERSON. A person who is any of the following:

- (1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).
- (2) A person who has a physical, mental, or emotional impairment that:
 - (I) Is expected to be of long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
- (3) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY. A family where the head or spouse meet any of the above criteria for disabled person.

DISPLACED PERSON/FAMILY. A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMESTIC VIOLENCE. Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse

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

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the HA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT. In the certificate program an initial rent (contract rent plus any utility allowance) in excess of the published FMR. In the certificate program the exception rent is approved by HUD, or the HA under prescribed conditions, and is used in determining the initial contract rent. In the voucher program the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA certificate program.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the **Federal Register**.

FAMILY. "Family" includes but is not limited:

- (a) An Elderly Family or Single Person as defined in 24 CFR 5.403(b),
- (b) The remaining member of a tenant family, and
- (c) A Displaced Person
- (d) ["family" can be further defined by the HA.]

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

1. The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The size of the Certificate or Voucher issued to the family based on the HA's subsidy standards.

FEDERAL PREFERENCE. A preference under federal law for admission of applicant families that are any of the following:

- (1) Involuntarily displaced.
- (2) Living in substandard housing (including families that are homeless or living in a shelter for the homeless).
- (3) Paying more than 50 percent of family income for rent.

FEDERAL PREFERENCE HOLDER. An applicant that qualifies for a federal preference.

FMR/EXCEPTION RENT LIMIT. The section 8 existing housing fair market rent published by HUD headquarters or any exception rent. In the certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the HA may adopt a payment standard up to the FMR/exception rent limit.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

FUNDING INCREMENT. Each commitment of budget authority by HUD to an HA under the consolidated annual contributions contract for the HA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

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

HAP CONTRACT. (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by an HA. The total assistance payment consists of:

- (1) A payment to the owner for rent to owner under the family's lease.
- (2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between an HA and an owner in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

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

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

INDEPENDENT STUDENT, As it relates to the U.S. Department of Education that is used for Title IV the student must one or more of the following: be at least 24 years old by December 31 of the award year in which aid is sought; be an orphan or ward of the court through age 18; be a veteran of the U.S. Armed Forces; have legal dependents other than a spouse (dependent child or parent); married graduate or professional student.

INITIAL HA. In portability, the term refers to both:

- (1) HA that originally selected a family that later decides to move out of the jurisdiction of the selecting HA; and
- (2) HA that absorbed a family that later decides to move out of the jurisdiction of the absorbing HA.

INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

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

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

- (1) By exercise of the power of self-government of an Indian Tribe, independent of State law, or
- (2) By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d) (3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the federal preference.

JURISDICTION. The area in which the HA has authority under State and local law to administer the program.

KINSHI PAYMENTS. Excluded payments made on behalf of a related foster child to the tenant.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

LEASE.

- (1) A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the HA
- (2) In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the HA.

LEASE ADDENDUM. In the lease between the tenant and the owner, the lease language required by HUD.

LIMITED ENGLISH PROFICIENCY. Refers to people who do not speak English as their primary language and who have limited ability to read, write, speak or understand English.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

- (1) Is determined 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.

LOCAL PREFERENCE. A preference used by the HA to select among applicant families without regard to their federal preference status.

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. For admission to the certificate program, 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.

MANUFACTURED HOME. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

MANUFACTURED HOME SPACE. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b) (3)

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

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.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

NON CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by an HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARENT, for the purposes of student eligibility restrictions, is biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent), and guardians (e.g. grandparents, aunt/uncle, godparents, etc)

PARTICIPANT. A family that has been admitted to the HA's certificate program or voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

PAYMENT STANDARD. In a voucher or over-FMR tenancy, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the HA sets a payment standard in the range from 80 to 100 percent of the current FMR/exception rent limit. For an over-FMR tenancy, the payment standard equals the current FMR/exception rent limit.

PERSONS WITH DISABILITIES. Individuals with any condition or characteristic that renders a person an individual with a handicap as defined in 24 CFR 8.2.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA

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

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

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals based on need, which are made under programs, funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). 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.) In this rule, a "PHA" is referred to as a "housing agency" (HA).

RANKING PREFERENCE. A preference used by the HA to select among applicant families that qualify for federal preference.

REASONABLE RENT. A rent to owner that is not more than rent charged:

- (1) For comparable units in the private unassisted market; and
- (2) For comparable unassisted units in the premises.

RECEIVING HA. In portability: An HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a certificate or voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REGULAR TENANCY. In the Certificate program: A tenancy other than an over-FMR tenancy.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the HA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPOUSE. The husband or wife of the head of the household.

STALKING, To follow, pursue, or repeatedly commit acts with the intent to kill, injure harassment or intimidate another person.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing Mortgage Corporation or association) which receives the benefit of subsidy in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
6. A Public Housing Project.

SUBSIDY STANDARDS. Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the HA, from the time when the family submits a request for HA approval to lease a unit, until the time when the HA approves or denies the request.

TENANT. The person or persons (other than a live-in-aide) who execute the lease as lessee of the dwelling unit.

TENANT PROTECTION FORCLOSURE ACT OF 2009. Protection from having to move or evicted during the term of the lease without receiving proper notice of 90 days. This act expires December 2012.

TENANT RENT. (Formerly called Net Family contribution.) The amount payable monthly by the family as rent to the owner (including a PHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment less the Utility Allowance in the Certificate Program. In the Voucher Program, Tenant Rent is rent to Owner less HAP.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of

disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities mean water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

VASH Vouchers. HUD Vouchers designated for homeless veterans.

VAWA. Protection for women/men from eviction of, removal of assistance from, certain persons living in public or Section 8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking as defined in Section 3 of the United States Housing Act of 1937.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENTS. (For contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER PROGRAM. The rental voucher program.

WAITING LIST ADMISSION. An admission from the HA waiting list.

WAITING LIST. A list of families organized according to HUD regulations and HA policy who is waiting for subsidy to become available.

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.

WELFARE RENT. This concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

- (1) If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
- (2) If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD... Department of Housing and Urban Development.

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

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the HA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

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.