

The Harrisonburg Redevelopment and Housing Authority



Administrative Plan for the Housing Choice Voucher Program

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Master Index

1.0	OVERVIEW OF THE HCVP ADMINISTRATIVE PLAN	1
1.1	STATEMENT OF POLICIES AND OBJECTIVES	1
1.1.1	MISSION OBJECTIVES	1
1.1.2	LOCAL GOALS	1
1.1.3	PURPOSE OF THE PLAN	1
1.2	PRIVACY RIGHTS	2
1.3	RULES AND REGULATIONS	2
1.3.1	CONDUCTING BUSINESS TO HIGH PROFESSIONAL AND ETHICAL STANDARDS	2
1.4	TERMINOLOGY	3
2.0	ABOUT THE AUTHORITY	4
2.1	LEGAL JURISDICTION	4
2.2	HCVP ORGANIZATIONAL STRUCTURE	4
2.2.1	HCVP ROLES AND RESPONSIBILITIES	4
3.0	EQUAL OPPORTUNITY	8
3.1.1	FAIR HOUSING POLICY	8
3.1.1.1	STATEMENT OF FAIR HOUSING POLICY AFFIRMATIVE ACTIONS	8
3.1.2	REASONABLE ACCOMMODATION	9
4.0	COMMUNITY OUTREACH	11
4.1	FAMILY OUTREACH	11
4.2	OWNER OUTREACH	11
4.3	ADDITIONAL OUTREACH TO IMPROVE DISABLED ACCESSIBILITY	12
4.4	FAMILY SELF-SUFFICIENCY OUTREACH	13
4.5	SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS	13
5.0	MANAGEMENT ASSESSMENT OBJECTIVES	13
5.1	MAINTENANCE OF MANAGEMENT RECORDS	13
5.2	SEMAP CERTIFICATION PREPARATION AND RATINGS	13
5.2.1	SEMAP REPORTING DUTIES	13
5.2.2	SEMAP REPORTING PROCEDURES	13
5.2.3	SEMAP REPORTING TIMING	14
5.3	QUALITY CONTROL	14
6.0	ELIGIBILITY FOR ADMISSION	14
6.1	FAMILY COMPOSITION	14
6.1.1	HUD CRITERIA	14
6.1.2	DEFINITION OF FAMILY	15
6.1.3	HEAD OF HOUSEHOLD (HOH)	17
6.2	ADDITIONAL ELIGIBILITY AND DETERMINATION CRITERIA	17
6.2.1	INCOME LIMITATIONS	17
6.2.2	TARGETED HCV SINGLES	17
6.2.3	LIVE IN ATTENDANTS	17
6.2.4	MANDATORY SOCIAL SECURITY NUMBERS	18
6.2.5	LENGTH OF TIME A FAMILY MAY BE ABSENT FROM THE DWELLING UNIT	19
6.2.6	OTHER CRITERIA FOR ADMISSION	20
6.3	CONTINUOUS ASSISTANCE	21
6.4	TENANT SCREENING	21
6.4.1	INFORMATION TO BE PROVIDED TO PROSPECTIVE OWNERS	22
7.0	APPLYING FOR ADMISSION	22

7.1	OVERVIEW OF THE APPLICATION PROCESS	22
7.1.1	COMPLETING AN APPLICATION	22
7.1.2	SUBMITTING AN APPLICATION	23
7.2	APPLICATION LIFECYCLE	23
7.2.1	PRELIMINARY INTEREST (PI)	23
7.2.2	INFORMATION GATHERING (IG) PHASE	23
7.2.3	VERIFICATION AND FINAL DETERMINATION (VFD) PHASE	24
8.0	SELECTION OF APPLICANTS FROM THE WAITING LIST	26
8.1	SPECIAL PROVISIONS FOR THE USE OF TARGETED VOUCHERS	26
8.2	PREFERENCES	26
8.2.1	WEIGHTS AND RANKINGS FOR WAITING LIST PREFERENCES	27
8.3	WAITING LIST PROCEDURES	29
8.3.1	PLACEMENT ON THE WAITING LIST	29
8.3.2	SELECTION FROM THE WAITING LIST	30
8.3.3	OPENING THE WAITING LIST	30
8.3.4	CLOSING THE WAITING LIST	31
8.3.5	PURGING THE WAITING LIST	31
8.3.6	REMOVAL FROM THE WAITING LIST	31
9.0	DETERMINATION OF INCOME.....	32
9.1	INCOME	32
9.2	EXCLUSIONS FROM INCOME	34
9.3	DEDUCTIONS FROM ANNUAL INCOME	37
10.0	VERIFICATION	38
10.1	GENERAL VERIFICATION GUIDELINES	38
10.1.1	THIRD PARTY VERIFICATION	38
10.1.2	OTHER ACCEPTABLE METHODS OF VERIFICATION	39
10.2	ITEMS TO BE VERIFIED	39
10.2.1	VERIFICATION OF FINANCIAL FACTORS	39
10.2.2	VERIFICATION OF NON-FINANCIAL FACTORS	40
10.2.3	VERIFICATION OF WAITING LIST PREFERENCES	41
11.0	ISSUING OR DENYING VOUCHERS.....	47
11.1	TERM OF THE VOUCHER	48
11.2	TERMINATION OF ASSISTANCE.....	48
12.0	DENYING OWNER PARTICIPATION IN THE PROGRAM	50
13.0	PHA SUBSIDY STANDARDS:.....	50
13.1	VOUCHER SIZE STANDARDS	50
13.2	OCCUPANCY STANDARDS	52
14.0	PROCEDURES FOR SETTING AND REVISING PAYMENT STANDARDS	53
15.0	METHOD FOR DETERMINING RENT REASONABLENESS	53
16.0	POLICIES ON THE USE OF SPECIAL HOUSING TYPES	54
17.0	POLICIES ON PAYMENT OF MONIES OWED BY A FAMILY TO THE PHA.....	54
17.1	PAYMENT AGREEMENT FOR FAMILIES.....	54
17.1.1	DEBTS OWED FOR CLAIMS	55
17.1.2	GUIDELINES FOR PAYMENT AGREEMENTS	56
17.1.3	ADDITIONAL MONIES OWED	56
17.2	OWNER DEBTS TO HRHA	57
17.3	WRITING OFF DEBTS	57

18.0	INTERIM REEXAMINATIONS OF INCOME AND HOUSEHOLD COMPOSITION.....	57
18.1	INITIATION.....	57
18.2	INTERIM REEXAMINATION.....	57
18.3	DOCUMENTATION	58
18.4	NOTIFICATION.....	58
19.0	MINIMUM RENT.....	59
19.1	REQUESTING A HARDSHIP EXCEPTION	59
19.2	DEFINITION OF HARDSHIP TYPES	59
19.3	APPEALS.....	61
20.0	FAMILY MOVES AND PORTABILITY	61
20.1	FAMILY MOVES	61
20.1.1	ALLOWABLE MOVES	61
20.1.2	RESTRICTIONS ON MOVES.....	61
20.1.3	PROCEDURE FOR MOVES.....	64
20.2	PORTABILITY.....	65
20.2.1	HOUSING CHOICE VOUCHER PORTABILITY PROCESS.....	64
20.2.1.1	HRHA PORTABILITY REQUEST FORM.....	67
20.2.2	REQUEST FOR APPROVAL OF TENANCY	68
20.2.3	REGULAR PROGRAM FUNCTIONS	68
20.2.4	TERMINATIONS	68
20.2.5	REQUIRED DOCUMENTS	69
21.0	HOUSING QUALITY STANDARDS (HQS) INSPECTIONS	70
21.1	TYPES OF INSPECTIONS.....	70
21.2	INSPECTION SCHEDULING POLICIES.....	71
21.3	OWNER AND FAMILY RESPONSIBILITY	72
21.3.1	OWNER RESPONSIBILITY FOR HQS	72
21.3.2	FAMILY RESPONSIBILITY FOR HQS.....	73
21.4	HOUSING QUALITY STANDARDS (HQS) ACCEPTABILITY CRITERIA AND EXCEPTIONS	74
21.5	HQS ENFORCEMENT.....	75
21.5.1	HQS FAILED UNITS PRE-CONTRACT	75
21.5.2	HQS FAILED UNITS UNDER CONTRACT	76
21.5.3	EMERGENCY FAIL ITEMS	76
21.5.4	TIMELY REPAIR ITEMS.....	77
21.5.4.1	VERIFICATION OF REPAIRS	76
21.5.4.2	REMEDY EXTENSIONS	76
21.5.4.3	ABATEMENT OF RENT	76
22.0	GRIEVANCE PROCEDURES	78
23.0	ADMINISTRATIVE FEE RESERVE	89
24.0	Project Based Voucher (PBV) Program	89
24.1	OWNER PROPOSAL SELECTION PROCEDURES	90
24.2	DWELLING UNITS	93
24.3	REHABILITATED HOUSING	93
24.4	HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT.....	94
24.5	OCCUPANCY	95
24.6	REFERRALS TO ACCESSIBLE PBV UNITS	96
24.7	STATEMENT OF FAMILY RESPONSIBILITY	102
24.8	OWNER FAILURE TO PROVIDE SUPPORTIVE SERVICES	102
24.9	CHANGE IN SUPPORTIVE SERVICE REQUIREMENTS	102
24.10	EXCEPTED UNITS AND SUBSTITUTION POLICY	103
24.11	DETERMINING RENT TO OWNER; PAYMENTS TO OWNER	104

25.0 NO SMOKING POLICY.....105
26.0 VIOLENCE AGAINST WOMEN & REAUTHORIZATION ACT (VAWA) POLICY.....107



Housing Choice Voucher Program Administrative Plan

1.0 OVERVIEW OF THE HCVP ADMINISTRATIVE PLAN

1.1 STATEMENT OF POLICIES AND OBJECTIVES

1.1.1 MISSION OBJECTIVES

The Harrisonburg Redevelopment and Housing Authority's (HRHA) Housing Choice Voucher Program (HCVP) is designed to achieve five major objectives:

1. To provide improved living conditions for very low income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial deconcentration of lower income and minority families.
3. To promote economic self-sufficiency of participating families
4. To provide decent safe and sanitary housing for eligible participants
5. To provide an incentive to private property owners to rent to lower income families by offering timely rental assistance payments and providing protection against unpaid rent, damages, and vacancy loss.

1.1.2 LOCAL GOALS

HRHA goals are reviewed by the Board of Commissioners and included in HRHA 5-Year Plan.

1.1.3 PURPOSE OF THE PLAN

The purpose of the Administrative Plan (AP) is to:

1. Establish policies for items that are not covered under Federal regulation for the HCVP
2. Enhance guidance for local application of regulated items for which the PHA is given explicit discretion

Local rules established in the AP are intended to promote local housing objectives in a manner consistent with the intent of Federal housing legislation.

Changes to the Plan will be approved by the Board of Commissioners of HRHA and the Department of Housing and Urban Development (HUD).

HRHA is responsible for complying with all subsequent changes in HUD regulations pertaining to this program. If such changes conflict with this Plan, HUD regulations will have precedence.



1.2 PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Statement in conjunction with the HUD 50058 form, which states under what conditions HUD will release tenant and owner information. HRHA's policy regarding release of information is to release pertinent client information only in accordance with the signed "blanket" release on the application form.

Requests for information must be accompanied by a written release request in order for HRHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law.

1.3 RULES AND REGULATIONS

All issues not addressed in this document, related to applicants and participants are governed by HUD Handbook 7420.7; federal regulations; HUD Memos, Notices, and guidelines; or other applicable law.

1.3.1 CONDUCTING BUSINESS TO HIGH PROFESSIONAL AND ETHICAL STANDARDS

All employees of HRHA shall conduct business with professional values and ethical standards as outlined in HRHA Personnel Policy and adhere to the following code of conduct:

1. Comply with conflict of interest requirements of the Housing Choice Voucher Program pursuant to 24 CFR 982.161
2. Prohibit the solicitation or acceptance of gifts or gratuities in excess of a nominal value by any officer or employee of the HRHA
3. All employees of HRHA are prohibited from participating in the HCVP as a landlord.



1.4 TERMINOLOGY

Abbreviation or Synonym Used in this Document	Expanded Term
Applicant	HCV Participant; can refer to a single-person family
CFR	Code of Federal Regulations
Customer	HCV Participant; can refer to a single-person family
Disability	Term denoting a condition where the term "disability" was previously used
Family	HCV Participant; can refer to a single-person family
HQS	Housing Quality Standards, as required by the CFR and enhanced by HRHA
HRHA	Harrisonburg Redevelopment and Housing Authority
Landlord	Property owner or lessor, used interchangeably with "Owner"
Owner	Property owner or lessor, used interchangeably with "Landlord"
PHA	Public Housing Authority; referring to HRHA in this document
Tenant	HCV Participant, when used in relation to their landlord
The Authority	Harrisonburg Redevelopment and Housing Authority



2.0 ABOUT THE AUTHORITY

HRHA was established in 1955 under State legislation.

2.1 LEGAL JURISDICTION

The HRHA's legal area of operation is the City of Harrisonburg and Rockingham County, Virginia.

When a participating family exercises its right to statutory and/or regulatory portability the jurisdiction of the HRHA's Housing Choice Voucher Program will be expanded accordingly. See the **Portability** section for a more detailed discussion of the HRHA's portability policies.

2.2 HCVP ORGANIZATIONAL STRUCTURE

The HCVP Management and Staff team is comprised of the following positions:

- EXECUTIVE DIRECTOR
- HOUSING CHOICE VOUCHER MANAGER
- SECTION 8 SPECIALIST
- FINANCE DIRECTOR
- OCCUPANCY SPECIALIST
- ADMINISTRATIVE ASSISTANT
- HQS INSPECTOR
- HOUSING OPERATIONS MANAGER
- RECEPTIONIST

2.2.1 HCVP ROLES AND RESPONSIBILITIES

2.2.1.1 HCVP MANAGEMENT ROLES

2.2.1.1.1 EXECUTIVE DIRECTOR (ED)

- Maintains active associations with social service, community, civic, and professional organizations to enhance the effectiveness and image of the Authority
- Identifies and secures necessary resources to support HCVP operations

2.2.1.1.2 HCVP MANAGER

Reports directly to the ED

- Tracks HCVs to identify current and pending vacancies
 - Notifies the Occupancy Specialist (OS) when to provide names of applicants from the waiting list
- Prepares regular monthly and special reports required by the Authority, HUD, and/or other Government agencies



- Prepares and submits Annual SEMAP Certification
- Performs and tracks SEMAP-required tenant file QC
- Gathers, maintains, and submits PIC information to HUD
- Calculates rent subsidy
- Responds to inquiries from rental property owners and other interested parties concerning HCVP requirements and procedures
- Conducts participant briefings
- Assists applicant in locating suitable and qualified housing
- Oversees and performs interim annual reexaminations
 - Assists in reexaminations if workload requires
- Determines tenant income and family status
 - Makes related adjustments in subsidy amounts
 - Reviews, approves, and prints subsidy payments
- Contacts rental property owners on behalf of the HRHA and applicant to obtain information on rental fees and utility cost data
- Makes related fair market rent determinations
 - Secures owner's acceptance of rental amounts
- Executes HAP contracts between the property owner and the Authority
 - Prepares or oversees the preparation of Authority addendum to owner's lease to ensure all program terms and conditions are met
- Identifies and communicates resources needed to support program operations
- Performs additional duties and responsibilities as required

2.2.1.1.3 FINANCE DIRECTOR

- Manages program finances



2.2.1.1.4 FINANCE DIRECTOR AND/OR EXECUTIVE DIRECTOR

- Prepares application to HUD for additional Housing Choice Vouchers
- Analyzes statistical data to monitor program effectiveness
- Develops recommendations for future planning and budgets

2.2.1.1.5 HOUSING OPERATIONS MANAGER

- Conducts HQS QC inspections

2.2.1.2 HCVP SUPPORT POSITIONS

2.2.1.2.1 SECTION 8 SPECIALIST

- Calculates rent subsidy
- Responds to inquiries from rental property owners and other interested parties concerning HCVP requirements and procedures
- Conducts participant briefings
- Assists applicant in locating suitable and qualified housing
- Performs interim and annual reexaminations
- Determines tenant income and family status
 - Makes related adjustments in subsidy amounts
- Contacts rental property owners on behalf of the HRHA and applicant to obtain information on rental fees and utility cost data
- Makes related fair market rent determinations
 - Secures owner's acceptance of rental amounts
- Executes HAP contracts between the property owner and the Authority
 - Prepares the preparation of Authority addendum to owner's lease to ensure all program terms and conditions are met
- Identifies and communicates resources needed to support program operations
- Performs additional duties and responsibilities as required



2.2.1.2.2 OCCUPANCY SPECIALIST

- Conducts interviews and other applicant intake tasks
- Performs screening, verification, and documentation review activities
- Performs tenant selection from the Waiting List activities

2.2.1.2.3 HQS INSPECTOR

- Performs all initial and annual inspections
- Gathers information regarding repairs for AA to send letters to owners and tenants
- Tracks HQS enforcement
 - Follows up with owners for all unit-failure repair items
 - Tracks status of all failed units to completion or termination

2.2.1.2.4 ADMINISTRATIVE ASSISTANT

- Files information for S8 tenants
- Mails contracts and other correspondence to landlords and tenants
- Copies S8 briefing packets and other HCVP literature
- Answers basic HCVP and Waiting List questions over the phone and for walk-ins
 - Routes HCVP calls and correspondence to appropriate respondents

2.2.1.2.5 RECEPTIONIST AND/OR ADMINISTRATIVE ASSISTANT

- Updates and revises HCVP forms
 - Maintains current and archived electronic versions of all HCVP forms, checklists, and other materials
- Mails HCVP checks
- Answers basic HCVP and Waiting List questions over the phone and for walk-ins
 - Routes HCVP calls and correspondence to appropriate respondents



3.0 EQUAL OPPORTUNITY

3.1.1 FAIR HOUSING POLICY

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

Specifically, HRHA shall not; because of race, color, sex, religion, creed, national origin, age, familial or marital status, handicap, or disability; deny any family or individual the opportunity to apply for or receive assistance under HUD's HCVP.

To further its commitment to full compliance with applicable Civil Rights laws, HRHA will provide Federal/State/local information to HCV holders regarding "discrimination" and any recourse available during the family briefing session. All applicable Fair Housing information, including applicable complaint forms, will be made a part of the HCV holder's briefing packet.

HRHA subscribes to HUD's "open housing" policy and, as such, will maintain lists of available housing submitted by owners and in all neighborhoods within HRHA's jurisdiction to ensure "greater mobility and housing choice" to low income households served by this agency.

HRHA complies with Section 504 of the Rehabilitation Act of 1973 and will take appropriate actions to make its HCVP more accessible and to encourage the provision of accessible housing.

HRHA will periodically review and update its Equal Opportunity Housing Plan to ensure that these objectives are being met in a consistent and affirmative manner.

3.1.1.1 STATEMENT OF FAIR HOUSING POLICY AFFIRMATIVE ACTIONS

The Harrisonburg Redevelopment and Housing Authority will comply with the affirmatively furthering fair housing requirements of 24CFR Part 903.7(o)-the PHA Plan Rule by:

- Examining its programs or proposed programs;
- Identifying any impediments to fair housing choice within those programs;
- Addressing those impediments in a reasonable fashion in view of the resources available;
- Working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement: and
- Maintaining records reflecting these analyses and actions.

Harrisonburg Redevelopment and Housing Authority will, when possible, take the following proactive steps in addressing accessibility issues for persons with disabilities:



- Where requested by an individual, assist program applicants and participants to gain access to supportive services available within the community, but not require eligible applicants or participants to accept supportive services as a condition of continued participation in the program;
- Not deny persons who qualify for a HCV under this program other housing opportunities, or otherwise restrict access to PHA programs to eligible applicants who choose not to participate;
- Identify public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities;
- Provide housing search assistance; and
- Provide technical assistance through referrals to local fair housing and equal opportunity offices, to owners interested in making reasonable accommodations or units accessible to persons with disabilities.

Harrisonburg Redevelopment and Housing Authority will, when possible, take the following proactive steps in affirmatively furthering fair housing by:

- Including information on the fair housing rights of HCV participants, such as the "Are you a Victim of Discrimination?" brochure from HUD;
- Providing information on where a discrimination complaint may be filed, including the office address, telephone number, and TTY number of the state or local fair housing agency, or HUD's Office of Fair Housing and Equal Opportunity. The briefing material must include the toll free number for the national Fair Housing Complaint Hotline, (800) 669-9777, which may be accessed via TTY by calling the Federal Information Relay Service at (800) 887-8339; and
- Providing assistance with completion and filing of fair housing complaints for victims of discrimination.

3.1.2 REASONABLE ACCOMMODATION

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



3.1.2.1 HOW TO REQUEST ACCOMMODATION

1. A "Request for Accommodation" form is available at HRHA to be completed during regular business hours at **286 Kelley Street, Harrisonburg, VA 22802**.
2. Document requirement
3. Submit
4. Approval/denial process

3.1.2.2 ACCOMMODATION GRANTING CRITERIA

When determining if the requestor is a person with disabilities, the definition of disabilities is different from the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, who has a record of such impairment or is regarded as having such impairment.

- If the disability is apparent or already documented, the criterion is met.
- It is possible that the disability for which the accommodation is being requested is a disability other than an apparent disability, or is itself not readily apparent (e.g. a heart condition). If the disability is not apparent or documented, HRHA will obtain verification that the person is a person with a disability.
- If it is not apparent that the request is related to the apparent or documented disability, HRHA will obtain documentation that the requested accommodation is needed due to the disability. In this instance, HRHA will not inquire as to the nature of the disability.
- In order to be determined reasonable, the accommodation must meet two criteria:
 1. Would the accommodation constitute a fundamental alteration to HRHA's fundamental business?
 - HRHA's business is housing. If the request would alter the fundamental business that HRHA conducts, that would not be reasonable.
 - E.g., HRHA would deny a request to have HRHA perform grocery-shopping duties for the person with disabilities.
 2. Would the requested accommodation create an undue financial hardship or administrative burden for HRHA?
 - Frequently the requested accommodation costs little or nothing, and as such would not create an undue financial hardship to HRHA



- If the cost or administrative workload would be an undue burden, HRHA may request a meeting with the individual to identify and consider alternatives.

3.1.2.3 Communication

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

4.0 COMMUNITY OUTREACH

4.1 FAMILY OUTREACH

HRHA will publicize and disseminate information, as needed, concerning the availability and nature of HCV assistance for low-income families. Generally, upon execution of an Annual Contributions Contract (ACC) for HCV assistance HRHA will advertise the availability and nature of housing assistance for low-income families through publication in a newspaper of general circulation, minority media, and other suitable means. The only exception will be when application taking has been suspended according to HUD regulations.

Such advertisements will:

- Advise families that applications will be taken at a designated location
- Briefly describe the Housing Choice Voucher Program
- State that occupants of applicants for public housing must specifically apply for the Housing Choice Voucher Program, and that applicants for the Housing Choice Voucher Program will not lose their place on the public Housing waiting list.

To reach persons who cannot read the newspapers, HRHA will distribute fact sheets to the broadcasting media. The Authority's TDD number will also be noted in the advertisement in order to facilitate the access of hearing impaired applicants. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made as necessary.

4.2 OWNER OUTREACH

HRHA will periodically issue invitations to owners as needed to make dwelling units available for leasing by eligible families in accordance with the Equal Opportunity Housing Plan. In addition, HRHA will continuously undertake the following outreach:

1. The staff of HRHA will continue to make personal contact in the form of formal or informal discussions or meetings with private property owners, property managers, and real estate agencies where rents are reasonable when compared to the Fair Market Rent and Payment Standard.
2. Program requirements will be explained, and printed material will be offered to acquaint the owner/manager with the opportunities available under the program.



3. HRHA will maintain a list of interested landlords and their property available for the Housing Choice Voucher Program and update this list as often as deemed necessary.

4.3 ADDITIONAL OUTREACH TO IMPROVE DISABLED ACCESSIBILITY

Every reasonable effort will be made to expand the supply of accessible housing available under the Authority's Housing Choice Voucher Programs. Those efforts will include, but are not limited to, the following types of activities:

- Informing participating property owners of the Authority's policies concerning disabled accessibility and the requirements of Section 504
- Notifying currently participating property owners of the need for accessible units and encouraging those with accessible units to make them available under the program.
- Notifying non-participating property owners of the need for accessible units and encouraging their participation.
- Exploring the possibility of exception rent approvals with the local HUD office
 - Higher rents would be offered to those property owners willing to make physical alterations to their property which would make them accessible to individuals with disabilities
 - The extra rent would be used to amortize the cost of the alterations
- Contacting local lending institutions concerning the possibility of establishing a low-interest loan program which gives priority to physical alterations for improved accessibility.
- Working with local community development agencies to establish other possible sources of financing for physical alterations for improved accessibility
- In addition to working with participating property owners, the Authority will make every reasonable effort to ensure that disabled applicants have equal access to the benefits of the HCVP. Those efforts will include, but are not limited to, the following types of activities:
 - Developing effective methods for communicating program information to handicapped applicants that takes into consideration their physical or mental limitations
 - Developing special application procedures for handicapped applicants. An example would be taking applications at the applicant's home.
 - Provide disabled applicants with a current listing of available accessible units known to HRHA.



- Establishing a liberal extension policy to allow disabled applicants sufficient time to locate suitable accessible housing
- Providing other appropriate assistance to handicapped applicants to facilitate their search for accessible housing

4.4 FAMILY SELF-SUFFICIENCY OUTREACH

The outreach procedures for HRHA Family Self-Sufficiency Program are outlined in the *FSS* section of the AP.

4.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

HRHA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following language(s) will be accommodated:

- Spanish

5.0 MANAGEMENT ASSESSMENT OBJECTIVES

HRHA firmly believes in the value of operating an efficient business to better serve our community. Through self-monitoring activities and continuous process improvement, our goal is to employ more efficient and effective management to enhance our customer service. Our commitment to quality will be evidenced in our SEMAP Ratings, Quality Control Reviews, and Monitoring records.

5.1 MAINTENANCE OF MANAGEMENT RECORDS

HRHA will maintain records to ensure traceability of activities and comply with all applicable regulations. When compliant and reasonable, documentation will be maintained in electronic format.

5.2 SEMAP CERTIFICATION PREPARATION AND RATINGS

It is HRHA's goal to achieve and maintain a "High Performer" SEMAP rating. In order to maintain adherence to regulatory requirements, we will maintain Policy, Procedure, and Practice consistent with the 14 SEMAP Indicators.

5.2.1 SEMAP REPORTING DUTIES

The HCVP Manager shall be responsible for ensuring the SEMAP Certification is completed and submitted in accordance with HUD guidelines in a timely manner.

5.2.2 SEMAP REPORTING PROCEDURES

The HCVP Manager shall maintain written procedures that specify how and when each task in the SEMAP Certification will be completed, and by whom.



5.2.3 SEMAP REPORTING TIMING

SEMAP Certifications shall be submitted on time. The goal of HRHA is to submit the certification no later than ten (10) business days prior to the required reporting date.

5.3 QUALITY CONTROL

In addition to the defined sample sizes of the SEMAP-required Quality Control (QC) for Indicators 1, 2, 3, 5, and 6; we will implement a *minimum* sample requirement of 5% for the five specified indicators. HRHA will maintain a sample requirement which reflects the **greater** of 5% or the required sample size denoted in CFR 985.2.

The HCVP Manager shall maintain written procedures that specify how and when each task in the SEMAP QC process will be completed, to what standard, and by whom. Clearly defined procedures for scheduling, sampling, reviewing, documenting, and analyzing the five SEMAP-required QC items will be developed and maintained by the HCVP Manager.

This policy provides authority for the HCVP Manager to develop and implement procedures for the conduct of regularly scheduled QC of other HCVP processes to supplement the QC described above.

The Executive Director (ED) will be the designated approval authority for HCVP QC procedures.

6.0 ELIGIBILITY FOR ADMISSION

In this section, we define what groups of persons may qualify as a “family.” HRHA has also adopted a definition of when a family is considered to be “continuously assisted” under the 1937 Housing Act.

6.1 FAMILY COMPOSITION

Applicants for HRHA HCVP must qualify as a Family, as defined below.

6.1.1 HUD CRITERIA

The HUD-defined eligibility criteria stipulate that an applicant must meet each of the following five requirements:

- Be a “family”
- Earn an income within defined limits
- Furnish Social Security Numbers (SSNs) for all family members age six and older
- Furnish a *Declaration of Citizenship or Eligible Immigrant Status* and verification when required



- At least one member of the applicant family must be either a U.S. Citizen or have eligible immigrant status before HRHA may provide any financial assistance
- Sign appropriate consent authorization documents

Reasons for denial are addressed in the ***Denial or Termination of Assistance*** section.

6.1.2 DEFINITION OF FAMILY

- A family may be a single person or a group of persons.

6.1.2.1 FAMILY WITH OR WITHOUT CHILDREN

- Two or more persons sharing residency whose income and resources are available to meet the family's needs
- Who are either related by blood, marriage or operation of law, or who evidenced a stable family relationship over a period of time (not less than one year).
 - Evidence of stable family relationship is defined in the ***Verifications*** section
- Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
- Adult children between the ages of 18 and 21 can be added if they are full-time students. Children over the age of 21 are considered adults and cannot be added unless it's a reasonable accommodation
- An expectant mother with no other children will qualify for assistance as a family. She will be listed on the waiting list and qualifies for admission into housing unless she aborts or miscarries prior to voucher issuance. Once she is admitted as a single pregnant woman, she will be considered the remaining member of the tenant family if she aborts or miscarries.

6.1.2.2 ELDERLY FAMILY

An elderly family must meet any one of the following criteria:

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

6.1.2.3 NEAR-ELDERLY FAMILY

A near-elderly family must meet any one of the following criteria:



- A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62
- Two or more persons who are at least 50 years of age but below the age of 62 living together
- 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

6.1.2.4 DISABLED FAMILY

A disabled family must meet any one of the following criteria:

- A family whose head, spouse, or sole member is a person with disabilities
- Two or more persons with disabilities living together
- One or more persons with disabilities living with one or more live-in aides

6.1.2.5 DISPLACED FAMILY

A displaced family is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6.1.2.6 REMAINING MEMBER OF A TENANT FAMILY

In the event of a family break-up by divorce or legal separation, HRHA will determine which of the remaining family members will continue to receive the HCV.

6.1.2.6.1 ELIGIBILITY IN CASE OF A FAMILY DISSOLUTION

The PHA has discretion to determine which members of an assisted family continue to receive housing assistance if the family breaks up. The administrative plan describes these policies.

6.1.2.7 SINGLE PERSON FAMILY

A single person family may be:

- An elderly person
- A displaced person
- A disabled person
- Any other single person



6.1.3 HEAD OF HOUSEHOLD (HOH)

The head of household (HOH) is the person who assumes legal and moral responsibility for the household and is listed on the application as head.

A family may not designate a family member as HOH solely to qualify the family as an elderly household.

See **FSS** section and the Family Self-Sufficiency Action Plan for discussion of differences between HOH for HCV purposes and designated head of family for purposes of participation in the Family Self-Sufficiency Program.

6.2 ADDITIONAL ELIGIBILITY AND DETERMINATION CRITERIA

6.2.1 INCOME LIMITATIONS

Annual Income shall not exceed the "Extremely Low Income" limit of not exceeding the higher of 30% of area median income or the federal poverty level as established by HUD and published in the Federal Register.

Exceptions: Housing Choice Vouchers or rental vouchers issued in support of the Rental Rehabilitation Program may be issued to Lower Income Families currently residing in the Rental Rehabilitation project if they meet all of the following criteria:

- Housing Choice Vouchers: If the family is displaced due to physical construction, overcrowding, or change in the use of the unit or if they would be displaced due to affordability (after rehabilitation rent would cause their rent to increase to more than 30% of their income for rent)
- Rental vouchers: If the family is displaced due to physical construction, overcrowding, or change in the use of the unit

6.2.2 TARGETED HCV SINGLES

With HUD approval, HRHA may also issue an HCV to other singles in HRHA projects, for reasons such as displacement.

6.2.3 LIVE IN ATTENDANTS

A Family may include a live in attendant who meets all of the following criteria:

- Has been determined by HRHA to be essential to the care and well being of the elderly, handicapped or disabled family member
- Is not obligated for the support of the elderly or disabled member



- Would not be living in the unit except to provide care of the elderly or disabled family member
- Whose income will not be counted for purposes of determining eligibility or rent
- Who may not be considered the remaining member of the tenant family

Relatives are not automatically excluded from being care attendants, but must meet the definition described above.

Live in attendants cannot be the remaining member of the tenant family if the person they are attending is no longer a participant on the HCVP.

A live-in aide may only reside in the unit with the approval of HRHA. Written verification will be required from a doctor. The doctor must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly, or disabled. Verification must include the hours the care will be provided.

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

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- The person commits drug-related criminal activity or violent activity
- The person currently owes rent or other amounts to HRHA or to another PHA in connection with HCV, public housing, or other housing assistance programs under the 1937 Housing Act

6.2.4 MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration.

All members of the family defined above must meet *either* criterion 1 or 2 below:

1. Submit Social Security Number documentation
2. Sign a certification that they have not been assigned a Social Security Number.
 - a. If the individual is under 18, the certification must be executed by his or her parent or guardian.



- b. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Verification requires a valid, original Social Security card issued by the Social Security Administration.

- HRHA will accept copies of the Social Security card *only* when it is necessary for HRHA to verify the continued eligibility of participant families by mail.
- See the **Verification** section for further details.

Applicants may not become participants until the documentation is provided. The applicants will retain their position on the waiting list during the verification period.

Persons who disclose their social security number but cannot provide verification must sign a certification and provide verification within 60 calendar days. Elderly persons must provide verification within 120 calendar days.

New family members over 6 years of age will be required to have verifiable (or certifiable, as applicable) Social Security information when the change in family composition is reported by the family, whether that be at an annual or interim reexamination.

6.2.5 LENGTH OF TIME A FAMILY MAY BE ABSENT FROM THE DWELLING UNIT

The family must supply any information or certification requested by the HRHA to verify that the family is living in the unit, or relating to family absence from the unit, including any HRHA requested information or certification on the purposes of family absences.

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



- Authorized absences may include, but are not limited to:
 - Prolonged hospitalization
 - Absences beyond the control of the family (i.e., death in the family, other family member illness)
 - Other absences that are deemed necessary by the HRHA

6.2.6 OTHER CRITERIA FOR ADMISSION

Other criteria must be met for an applicant to be eligible for assistance under HRHA Housing Choice Voucher Program:

- HCV families' Total Tenant Payment (TTP), when computed in accordance with the federal regulations, must not exceed the current Fair Market Rent as set by HUD for the family's eligible unit size.
- Family must have paid any outstanding debt owed HRHA or another PHA on any previous tenancy for public housing or HCV
 - No Repayment Agreement will be accepted
 - The family must repay in full in order to be considered eligible for admission
- Family must have left any previous tenancy under the HCVP without being in violation of a family obligation under its Voucher of Family Participation or HCV.
- Family must not engage in drug related criminal activity or violent criminal activity, including criminal activity by any family member.
 - Drug related activity means:
 - The felonious (criminal activity classified as a felony under Federal, State or local law) manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute), a controlled substance (as defined in the Controlled Substance Act;
 - The felonious use or possession (other than with intent to manufacture, sell or distribute of a controlled substance, except that such felonious use or possession must have occurred within one year before the date that HRHA provides notice to an applicant or participant of the HRHA's determination to deny admission or terminate assistance.



- Drug related criminal activity does not include this use or possession, if the Family member can demonstrate that s/he:
 - Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
 - Has recovered from such addiction and does not currently use or possess controlled substances.
- Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine in a federally subsidized assisted property;
- Denied for Life: Has a lifetime registration under a State sex offender registration program
- Violent criminal activity includes any felonious 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.
- For the purpose of this policy, if a member of the current family has been arrested at least twice within a 12-month period or convicted within the prior 60 months, they will be determined to have engaged in drug-related criminal activity or violent criminal activity.

HRHA will not be obligated to ferret out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will be limited to routine inquiries of the family and any other information provided to HRHA regarding this matter. The inquiries will be standardized and directed to all applicants by the inclusion of the inquiry on the application form.

Families who have been evicted from public housing or by HCV owners for engaging in these activities will be denied admission (including but not limited to public housing and housing subsidized under the Housing Choice Voucher and rental voucher).

6.3 CONTINUOUS ASSISTANCE

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.

6.4 TENANT SCREENING

HRHA will be responsible for verifying HCVP eligibility requirements as described in the AP.

HRHA will *not* screen family behavior or suitability for tenancy. HRHA will be neither liable nor responsible to the Landlord or other parties for the family's behavior or conduct in tenancy.



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

6.4.1 INFORMATION TO BE PROVIDED TO PROSPECTIVE OWNERS

HRHA is required, upon request, to give all prospective owners a family's current and prior addresses and the names and addresses of owners at the family's current and prior addresses.

- HRHA will provide the same information to each landlord, and will clearly explain this policy in both the tenant and landlord briefing packets. Upon written request, HRHA will provide the Landlord with the following information:
 - Family's current and prior address as shown in HRHA records
 - The name and address of the landlords of the family's current and prior address as shown in HRHA records

In addition, HRHA has discretion to establish a policy to provide additional information that may be in the HRHA's possession. That information might include information about the tenancy history of family members such as their rent paying history, drug trafficking, or criminal activity by family members.

- HRHA will not provide this additional information to the landlord, and will clearly explain this policy in both the tenant and landlord briefing packets.

7.0 APPLYING FOR ADMISSION

It is the policy of HRHA to ensure that all families who express an interest in Housing Assistance are given an equal opportunity to apply, and are treated in a professional and consistent manner.

In this section, we detail policies related to the lifecycle of applications, verification, and final determination of eligibility.

7.1 OVERVIEW OF THE APPLICATION PROCESS

New applications are accepted only when the Waiting List is open. Waiting List policies and procedures are detailed in the *Waiting List* section. At a minimum, the status of the Waiting List will be conspicuously posted:

- At or near HRHA public entrance at **286 Kelley Street, Harrisonburg, VA 22802**
- On HRHA Website at **<http://www.harrisonburgrha.com>**
- In voice greetings for the main incoming phone line at HRHA

7.1.1 COMPLETING AN APPLICATION



All families who wish to apply for HCV assistance must complete an Application for Housing Assistance:

- To be completed during regular business hours at:
286 Kelley Street, Harrisonburg, VA 22802
- Additional reasonable accommodation will be made for persons with disabilities or other needs upon request. Requests may be made in writing or by calling the main phone number.
 - A Telecommunication Device for the Deaf (TDD) is configured at:
(540) 568-7386

7.1.2 SUBMITTING AN APPLICATION

All applications will be clearly marked with a date and time stamp upon receipt at HRHA.

- Applications will be completed and accepted during regular business hours at:
286 Kelley Street, Harrisonburg, VA 22802

7.2 APPLICATION LIFECYCLE

It is the policy of HRHA to maintain strict control and tracking of all tenant documents, including applications. The Application Lifecycle will involve three key phases:

1. Preliminary Interest (PI)
2. Information Gathering (IG)
3. Verification and Final Determination (VFD)

7.2.1 PRELIMINARY INTEREST (PI)

The Preliminary Interest (PI) phase involves interested parties initiating the process for applying to the HCVP. During open Waiting List periods, interested parties are invited to a designated location to:

- Complete a basic contact information form
- Set up an appointment to complete an Application for Assistance
- Learn what to bring to the appointment
- Receive information regarding the program

7.2.2 INFORMATION GATHERING (IG) PHASE

The Information Gathering (IG) phase begins upon the family's submission of a completed Application for Assistance.



The application requires the family to provide basic information, including name, address, phone number, family composition, family unit size, racial or ethnic designation of the HOH, and income category. The application will also clearly allow the family to specify and establish any preferences for which they may be entitled. The applicant will also be provided clarification as to how to request accommodation.

The application will remain on file for a minimum of three (3) years.

7.2.2.1 PRELIMINARY DETERMINATION OF ELIGIBILITY

The outcome of the IG will be one of the following two preliminary determinations of eligibility:

1. An eligible family is placed on the Waiting List. HRHA will provide the family written notification of their placement on the Waiting List. If possible, an approximate time before housing assistance may be offered will be provided.
2. An ineligible family is provided a written notice of the determination. The notice will clearly state the reasons for the determination, and the family is given the opportunity of an informal review, as specified in the AP.

7.2.2.2 APPLICANT STATUS WHILE ON THE WAITING LIST

Applicants are required to respond to HRHA requests for information, updates, and current interest in the program; and to inform HRHA in writing of change in address while on the Waiting List.

If, during the PIO phase HRHA determines the family is ineligible while on the Waiting List, the family is provided a written notice of the determination. The notice will clearly state the reasons for the determination, and the family is given the opportunity of an informal review, as specified in the AP.

7.2.3 VERIFICATION AND FINAL DETERMINATION (VFD) PHASE

The Verification and Final Determination (VFD) phase is initiated when the family has reached a position on the Waiting List where it is clear that the family will reach the top of the Waiting List within two months.

The HCVP Manager will implement strategies to identify if data will support a reasonable system for estimation of wait times based on Waiting List position or other factors.

7.2.3.1 VERIFICATION OF PREFERENCES

Upon entry into the VFD phase (see ***Selection from the Waiting List*** section), all claimed preferences will be verified. All preferences claimed on the initial application must exist *both* at the time of application and at the time of verification, as they determine placement on the Waiting List.

HRHA will perform a pre-interview with the applicant over the phone to:



- Ensure completeness and accuracy of the application data
- List and explain the documents the applicant needs to bring to HRHA
 - Applicants will have five (5) business days to respond to HRHA requests for information
 - Applicants have ten (10) business days to provide the documents as requested
 - Failure to meet these requirements may result in removal from the Waiting List
- Schedule a Selection Interview

Further intake procedures and verification will not commence until preferences are satisfied.

Documentation requirements for verification of preferences are located in the **Verification** section.

7.2.3.2 SELECTION INTERVIEW

Once proper verification of the Waiting List preferences has occurred, the family will be invited to attend a selection interview explaining how the program works. In order to receive a voucher the family is required to attend the selection interview. If they cannot attend the originally scheduled selection interview, the family may, *prior* to the scheduled date, reschedule a selection interview. The family will be responsible to reschedule a selection interview within ten (10) business days of the originally scheduled date. A selection interview may be rescheduled only once.

A family who fails to show at a selection interview or requests a second rescheduling may be denied admission into the HCVP. In such cases, the family may request an informal review as specified in the AP.

If an applicant with a disability requires auxiliary aids to gain full benefit from the selection interview, HRHA will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, HRHA will consider the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the selection interview presented at an alternate location.

The following are requirements for the selection interview:

- HOH must attend
- All adult family members must attend *and* sign the Application for Assistance



- Exceptions may be made for:
 - Students attending school at a distance
 - Family members for whom evidence shows it would be a hardship for them to attend
 - Special circumstances as determined by the HCV Specialist
- Until the Application for Assistance is signed by all adult members of the household:
 - No voucher will be issued

7.2.3.3 FINAL DETERMINATION OF ELIGIBILITY

The outcome of the VFD will be one of the following two final determinations of eligibility:

1. An eligible family will be notified in writing and a briefing will be scheduled for voucher issuance.
2. An ineligible family is provided a written notice of the determination. The notice will clearly state the reasons for the determination, and the family is given the opportunity of an informal review, as specified in the AP.

8.0 SELECTION OF APPLICANTS FROM THE WAITING LIST

In this section, we state how HRHA will select Housing Choice Voucher (HCV) applicants from the waiting list. This section includes:

- Preferences
- Weights and rankings assigned to those preferences
- Selection procedure
- A description of the procedures for opening and closing the waiting list and the circumstances under which applicants will be removed from the waiting list

8.1 SPECIAL PROVISIONS FOR THE USE OF TARGETED VOUCHERS

HRHA will adhere to current HUD guidance with respect to the use of special voucher funding.

When turnover targeted vouchers become available, applicants will be selected according to the standard HRHA selection policies and procedures.

8.2 PREFERENCES

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



- A FAMILY WHOSE ASSISTANCE HAS BEEN TERMINATED DUE TO A PROGRAM VIOLATION MAY NOT APPLY FOR PREFERENCE STATUS FOR A PERIOD OF TWO YEARS FROM THE DATE OF TERMINATION.
 - This policy is to ensure that families who have committed program violations are not placed above compliant families already on the waiting list.

8.2.1 WEIGHTS AND RANKINGS FOR WAITING LIST PREFERENCES

An applicant to HRHA rental assistance programs may be given preferences over other applicants under certain conditions. Federal regulations allow each Housing Authority to decide what the local preferences are and how much weight they carry.

A family may qualify for zero, one, or multiple preferences. The family’s preference score will be the total points for all eligible preferences claimed.

All preference eligibility will be verified upon selection from the Waiting List as described in the ***Selection from the Waiting List*** and ***Verification*** sections.

Preference	Definition	Points
Elderly/Disabled	<p>An elderly family must meet any one of the following criteria:</p> <ul style="list-style-type: none"> • A family whose head, spouse, or sole member is a person who is at least 62 years of age • Two or more persons who are at least 62 years of age living together • One or more persons who are at least 62 years of age living with one or more live-in aides <p>A disabled family must meet any one of the following criteria:</p> <ul style="list-style-type: none"> • A family whose head, spouse, or sole member is a person with disabilities • Two or more persons with disabilities living together • One or more persons with disabilities living with one or more live-in aides 	20



Preference	Definition	Points
High Rent Burdened	Rent and utility payments are equal to or greater than 50% of the family's income.	20
Homeless or Substandard Living Conditions	<p>Lacks a fixed regular, and adequate nighttime residence and has a primary residence that is:</p> <ul style="list-style-type: none"> • A supervised publicly or privately operated shelter designed to provide temporary living accommodations, (including welfare hotels, congregate shelters, and transitional housing for the mentally ill) • An institution that provides a temporary residence for individuals intended to be institutionalized • A public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings. <p>A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to state or federal law.</p> <p>Substandard Living Conditions include, but are not limited to, such conditions as a lack of running water, sanitary facilities, or electricity.</p>	20
Involuntarily Displaced	Individuals or families displaced by Government action or whose dwelling has been extensively damaged or destroyed as a result of a declared disaster, or otherwise formally recognized pursuant to Federal Disaster Relief laws.	20
Victim of Physical Abuse	An applicant who has vacated due to actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member, or who lives in housing with an individual who engages in such violence.	20



Preference	Definition	Points
Working with a Community Service Organization	The applicant is receiving services such as case management, counseling, and/or supportive services at the time of application through the local Community Service Board, Department of Social Services or Disability service organization (VAIL, VDARS).	20
Working Poor	Employed applicants are employed at least 20 hours per week and earn less than thirty percent (30%) of the median income of HRHA's jurisdiction.	20
Veteran	Any currently serving or honorably discharged member of the U.S. Armed Forces listed as the HOH.	15
Upwardly Mobile	Head of household, spouse or sole member is: <ul style="list-style-type: none"> • Attending School full-time • Attending a certified General Equivalency Diploma (GED) program • Participating in a verifiable job training program 	5
Live and Work in the Harrisonburg City and Rockingham County	Currently living and working in the City of Harrisonburg and Rockingham County	20
Developmental or Intellectual Disabled	Individuals who are part of the Commonwealth of Virginia's Olmstead Ruling needing housing rental assistance*	20

- Special HUD Approval received to allow for this disability preference. The preference is time limited consistent with the HUD's approval.

8.3 WAITING LIST PROCEDURES

8.3.1 PLACEMENT ON THE WAITING LIST

Placement on the Waiting List is based on three criteria:

1. Total Preference Score, highest to lowest
2. Tie breaker 1: Date of Application Submission



3. Tie breaker 2: Time of Application Submission

Therefore, if more than one family has the same score, the one whose application was submitted first will be placed higher on the Waiting List.

8.3.2 SELECTION FROM THE WAITING LIST

Applicants will not be selected from the waiting list for eligibility processing unless funding is available. Once funding is available, applicants will be selected by preference scoring guidelines and in proper order as determined by their date and time of placement on the waiting list. The selection off the waiting list will be clearly documented.

Applicants who reapply to be placed back on the waiting list will be positioned on the waiting list as of the date and time they reapply. If the family declines the offer of a voucher, the family will not be eligible to be returned to the waiting list. The family must reapply to the waiting list. A family whose application is denied for failure to provide information must reapply to be placed back on the waiting list. A family found ineligible for assistance must reapply to be placed back on the waiting list. Applicants found ineligible for assistance because they exceed the current HUD published HCVP income limits must reapply to be placed back on the waiting list.

8.3.3 OPENING THE WAITING LIST

Applications for the HCVP may only be made when the HCV Waiting List is open for applications.

HRHA will use the following procedures for opening the waiting list.

1. When HRHA opens the waiting list, HRHA will advertise through public notice.
2. The notice will contain:
 - i. The dates, times locations, and how families may apply
 - ii. The programs for which applications will be taken
 - iii. A brief description of the program
 - iv. Limitations, if any, on who may apply
- b. The notices will provide potential applicants with information that includes:
 - i. HRHA's address and telephone number
 - ii. How to submit an application
 - iii. Information on eligibility requirements
 - iv. The availability of local preferences



- c. Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline.
- d. If the waiting list is open, HRHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the ***Denial or Termination of Assistance*** chapter of this Administrative Plan.

8.3.4 CLOSING THE WAITING LIST

HRHA may stop accepting applications if there are enough applicants to fill anticipated openings. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

HRHA will announce the closing of the waiting list by public notice.

8.3.5 PURGING THE WAITING LIST

The waiting list will be purged (cleaned) periodically, annually at a minimum, to ensure that it is current and accurate. In order to purge the waiting list, a notice will be mailed asking applicants for confirmation of continued interest. All notices requiring a response will state that failure to respond within ten (10) business days will result in the applicant's name being removed from the waiting list.

8.3.6 REMOVAL FROM THE WAITING LIST

HRHA will remove an applicant from the Waiting List only in the following circumstances:

- Applicant requests in writing that their name be removed from the Waiting List
- Applicant does not meet eligibility or screening criteria for the program
- Applicant fails to respond within specified time limits to HRHA correspondence
 - If the applicant provides information that s/he did not respond to a notice because of a family member's disability, HRHA will reinstate the applicant at the original date and time of application
 - An extension of 10 business days to respond will be granted, if requested and needed, as a reasonable accommodation for a person with a disability
 - The family will be reinstated if there is any possibility the family was not notified due to circumstances that were beyond the family's control
- If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.



9.0 DETERMINATION OF INCOME

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

9.1 INCOME

Annual income means all amounts, monetary or not, that meet *either* condition:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member
2. Are both:
 - a. Anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date
 - b. Are not specifically excluded from annual income

Annual income includes, but is not limited to:

- The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services
- The net income from the operation of a business or profession
 - Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income
 - An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations
 - Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family
- Interest, dividends, and other net income of any kind from real or personal property
 - Expenditures for amortization of capital indebtedness are not used as deductions in determining net income.
 - An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.



- Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.
- Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- The gross amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount.
 - Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are **excluded**
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay
 - Lump sum additions such as insurance payments from worker's compensation are **excluded**
- Welfare assistance
 - If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of the **TOTAL** of:
 - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities
 - The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities
 - If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - Imputed Welfare Income:



- If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased.
 - In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - If a family's grant is reduced due to fraud, the family is able to secure additional income that must be reported to the Housing Authority, but will not affect the tenant rent until the additional source and amount of income raises the tenant portion to a level above the Imputed Welfare Income.
- If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
 - Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
 - All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.2 EXCLUSIONS FROM INCOME

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years
- Meals on Wheels or other programs that provided food for the needy; groceries provided by persons not living in the household
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, cash from sale of assets, one-time lottery winnings, insurance payments (including payments under health and accident insurance and worker's compensation), and settlement for personal or property losses
- Amounts received by the family that is specifically to offset the cost of equipment and services to keep a developmentally disabled family member at home
- Income of a live-in aide



- Grants or other amounts received specially for auxiliary apparatus or service for a handicapped person; Medical expenses; set aside for use under a Plan To Attain Self-Sufficiency (PASS) and excluded for SSI eligibility; out of pocket expenses for participation in publicly assisted programs and only to allow participation in these programs
 - These expenses include special equipment, clothing, transportation, childcare, etc.
- The principal portion of the payments received on mortgages or deeds of trust
- The full amount of student financial assistance paid directly to the student or to the educational institution including any amount received for mandatory fees and charges (in addition to tuition)
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received under a resident service stipend
 - A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development
 - Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination
 - No resident may receive more than one such stipend during the same period of time
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff
 - Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program
- Temporary, nonrecurring, or sporadic income (including gifts)



- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Loans
- Reimbursement of child care to the family by persons not living in household
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits
 - These exclusions include:
 - The value of the allotment of food stamps
 - Payments to volunteers under the Domestic Volunteer Services Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions)
 - Payments received under the Alaska Native Claims Settlement Act
 - Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
 - Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs-Includes any winter differentials given to elderly
 - Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs, career intern programs)



- Income from the disposition of funds of the Grand River Band of Ottawa Indians
- The first \$2000 per capita received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe
- Amount of scholarships awarded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work-Study Program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits
- Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program)
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.)
- Payments received under the Maine Indian Claims Act of 1980
- The value of child care under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit refund payments
- Payments for living expenses under the AmeriCorps Program

9.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- \$480 for each dependent
- \$400 for any elderly family or disabled family
- For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 10% of annual income
 - This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.



- For any elderly or disabled family:
 - That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 10% of annual income
 - That has disability expenses greater than or equal to 10% of annual income, an allowance for disability assistance expenses computed in accordance with this policy, plus an allowance for medical expenses that equal the family's medical expenses
 - That has disability assistance expenses that are less than 10% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 10% of annual income
- Child care expenses
 - The HRHA will annually survey childcare providers in the community, public agencies providing childcare support, and other agencies that maintain childcare information to determine the parameters for reasonable childcare expenses for various age groups up to the child's 13th birthday

10.0 VERIFICATION

In this section, we specify the standards of acceptable verification for family data and guidelines for the methodology of obtaining the verifications.

10.1 GENERAL VERIFICATION GUIDELINES

Information provided by the applicant will be verified; including but not limited to Waiting List preferences, eligibility, admission, income, age, citizenship, and disabilities.

10.1.1 THIRD PARTY VERIFICATION

Third party verification means that HRHA requests the information directly from the creator of the document (e.g. an employer or issuing Government agency), who then provides the documents directly to HRHA (i.e. not sent to the applicant who then brings it in). Third party verification is preferred when possible. The family will be required to sign an authorization for release of information to allow the third parties to release requested information.

For specific examples outline below, other forms of verification are acceptable when it is documented that required attempts using preferred methods have been made without success.

If attempts to obtain original documents directly from the third party have been documented and proven unsuccessful, an HRHA staff member may obtain oral verification with the third party by phone; documenting the name of the person making the verification, their department, their position and title, the date of verification, and other pertinent information.



10.1.1.1 THIRD-PARTY WRITTEN VERIFICATION

Third-party written verifications must be received directly from the third parties. The first attempt to obtain third party verification will be written. Verifications received from the third party electronically via computer e-mail, by fax machine, via an on-line database system, or directly from the source, are considered written third party verifications.

10.1.1.2 THIRD-PARTY ORAL VERIFICATION

Oral third-party verifications will be used when written third party verifications are delayed or not possible. The second attempt to obtain third party verification will be orally. When a third-party oral verification is used, staff will be required to notate in the file: the name of the person contacted, the date of the conversation, and the facts provided. If the third-party verification is provided by telephone, HRHA must originate the call. If it is not possible to contact the third party by telephone due to either the agency's documented policy of not releasing information over the telephone, or unavailability of a telephone number for the third party, HRHA will notate on the appropriate form and move to the next ranking verification source.

HRHA will not delay the processing of an application beyond ten business days because a third party information provider does not return the verification in a timely manner.

10.1.2 OTHER ACCEPTABLE METHODS OF VERIFICATION

If third party verification is impossible, HRHA will track the previous attempts made and use documents provided by applicant. Documents will be photocopied when not prohibited by law.

When documents cannot be photocopied, staff certification forms noting, "document viewed" will be used by recording the source of information, the information obtained, and signed and dated by the staff person who viewed the document.

10.2 ITEMS TO BE VERIFIED

10.2.1 VERIFICATION OF FINANCIAL FACTORS

Reported Family Annual Income: Both cash and non-cash. Expenses related to deductions from annual income. Full-time student status for students, including high school students, who are or who will be eighteen years of age or over at the time of final initial or annual eligibility determination.

Current Assets: Includes assets disposed of for less than fair market value in proceeding two years.

Childcare Expenses: When childcare allows an adult family member to be employed, go to school, or actively seek employment.

Total Medical Expenses: For all family members in households whose head or spouse is elderly or disabled.



Disability Assistance Expenses: 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.

10.2.2 VERIFICATION OF NON-FINANCIAL FACTORS

Disability Status: When used for determination of preferences, allowances, or deductions.

Elderly Status: When used for determination of preferences, allowances, or deductions.

U.S. Citizenship/Eligible Immigrant Status

Social Security Numbers: For all family members, six years of age or older, who have been issued a social security number.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by HRHA to provide one or more of the following HRHA-accepted alternative documents to verify his or her Social Security Number:

- Driver license issued by a U.S. state
- Identification card issued by a Federal, State, or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099
- Benefit award letters from government agencies
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate tax notices, marriage and judgment, or Bankruptcy records
- Verification of Social Security benefits with the SSA



- If HRHA verifies Social Security benefits with the Social Security Administration, the acceptance of the Social Security Number by the Social Security Administration may be considered documentation of its validity.
- An applicant family may become a program participant even if the family lacks the documentation necessary to verify the Social Security number if the family member is under the age of 6 years old. Program applicants will have a 90 day grace period and if merited an additional 90 days to verify the social security number of the child.

Marital Status: When needed for HOH or spouse definition.

10.2.3 VERIFICATION OF WAITING LIST PREFERENCES

Veterans Preference: This preference is available to current members of the U.S. Armed Forces, honorably discharged Veterans, or surviving spouses of Veterans. HRHA will require U.S. Government documents that indicate that the applicant qualifies under the above definition. The preferred document is the DD-214, Report of Separation.

Working Preference: This preference is available to families with at least one member who was employed at least 20 hours per week for the last twelve months, or to families whose head or spouse is receiving income based on their inability to work. HRHA will require a statement from the employer, and may require copies of pay stubs, federal income tax returns, or other documentation.

Educational/Training Participants: Participation in educational or training programs may be used to augment a shortage in the working requirement. HRHA will require a statement from the agency or institution providing the education or training, indicating the time committed to the educational or training program for the last twelve months.

Disability Preference: This preference is available to families with a head of household or spouse who is a person with disabilities as defined by HUD. HRHA will require appropriate documentation from a knowledgeable professional. HRHA will not inquire as to the nature of the disability, but will ask a knowledgeable health professional to confirm that a certain unit size is necessary due to the person's disability.

Other acceptable documentation of disability is either an award letter, or proof of eligibility for social security disability, or supplemental security income.

Elderly Preference: This preference is available to families with a head of household or spouse who is age 62 years or older. HRHA will require appropriate proof of age as verified by submittal of one or more of the following documents:

- Birth Certificate
- Passport



- Drivers License
- Resident Alien Card
- **Homeless Preference:** HRHA will accept letters from homeless shelters or notarized letters from a minimum of two family members who are knowledgeable that the applicant is moving from place to place.

Verification of Legal Identity: In order to prevent program abuse, HRHA will require applicants to furnish verification of legal identity for all family members. All adult family members must provide picture identification. Acceptable picture identification may be a driver's license, Virginia identification card, or school picture identification.

Family members who turn 18 years of age must provide picture identification as of the next annual reexamination.

Copies of the birth certificates for all family members must be on file, and only when that cannot be provided, will the following documents be temporarily accepted as proof of identify, birth, and residency:

- Naturalization papers
- Church issued baptismal certificate
- Hospital birth certificate
- Department of Motor Vehicles identification card
- Current, valid driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency identification card
- Hospital records
- If a minor cannot provide a birth certificate, one of the following may be substituted temporarily:
 - Adoption papers



- Hospital birth certificate
- Custody agreement
- Health and Human Services Identification
- School records

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

The family must take steps to order a birth certificate, provide proof that these steps were taken, and be given a deadline to provide a birth certificate. If the birth certificate cannot be obtained, the family must provide documentation as evidence as to why the birth certificate cannot be obtained, in which case the secondary documents will be accepted permanently.

If a document submitted by a family is illegible or otherwise questionable, more than one of the above documents may be required.

Verification of Age: It may be necessary to verify age in order to determine eligibility for program admission, as well as to determine income and deductions. HRHA will accept any official document that indicates age including:

- Birth certificate
- Proof of social security retirement benefits
- School records
- Drivers license

Verification of Marital Status: Marital status could affect the determination of total or adjusted income. For example, a working person under age 18 designated the spouse of the head of household would not have exempt wage income, or if a non-elderly or disabled head of household has a elderly or disabled spouse, that family would be designated an elderly or disabled household.

Generally, certification by the family is sufficient verification. However, if there is reasonable doubt about a marital relationship, HRHA will require the following documentation:

- Verification of divorce status will be a certified copy of the divorce decree, signed by a court officer.
- Verification of a court ordered separation may be a copy of court-ordered maintenance or other official records.



- Verification of marriage status may include a marriage certificate, marriage license, or on-line data confirmation from public records.

Foster Children/Adults: HRHA will verify the status and placement of temporary and permanent foster children/adults in the household by obtaining the following documents:

- Third party verification from the state or local government agency responsible for the placement of the individual with the family

Familial Relationships: The relationship of household members may affect the determination of adjusted income and must be verified. A family certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required, if applicable:

Verification of Relationship:

- Official identification showing names
- Birth certificates
- Baptismal certificates
- Verification of guardianship is:
 - Court-ordered assignment
 - Notarized affidavit of parent
 - Verification from social services agency
 - School records

Verification of Permanent Absence of Family Member:

If an adult member, formerly a member of the household, is reported permanently absent by the family, HRHA will generally accept certification by the family of that family member's absence. If HRHA has reasonable doubt about the absence of the family member, one or more of the following documents will be required as verification:

- Documentation of legal separation (required in order to exclude income of absent spouse)



- Order of protection/restraining order obtained by one family member against another
- Proof of another home address, such as utility bills, canceled checks for rent, drivers license, lease, rental agreement, automobile registration, mail at new address, or credit report reflecting new address, if available
- Statements from other agencies, such as social services, or a written statement from the landlord or manager, that the adult family member is no longer living at that location
- If a family member is incarcerated, a document from the court or correctional facility stating how long s/he will be incarcerated

HRHA will accept a notarized self-certification, signed under penalty of perjury, from the head of household, or the spouse or co-head, if the head is the absent member.

Verification Of Change In Family Composition: HRHA may verify changes in family composition, either reported or unreported, through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or Department of Motor Vehicles (DMV) records, and other sources.

Verification Of Disability: Verification of disability must be obtained from documentation 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 the appropriate diagnostician, such as, Virginia licensed physician, psychiatrist, psychologist, nurse, therapist, rehab specialist, or licensed social worker, using the appropriate HUD definition of disability.

Verification of Citizenship/Eligible Immigrant Status: HRHA will require citizens to provide documentation of citizenship, such as a birth certificate, passport, or naturalization papers.

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals, who cannot demonstrate legal residency, may elect not to contend their status. Eligible immigrants are persons who are in one of the HUD-specified immigrant categories and must have their status verified by Immigration and Naturalization Service (INS).

For the citizenship/eligible immigration requirement, the status of each member of the family, except live in aides and foster children, is considered individually before the family's status is defined. Each family member must declare his/her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending; except that assistance to applicants may be delayed while HRHA hearing is pending.

For this eligibility requirement only, the applicant is entitled to an informal hearing and not an informal review. The following determinations are made based on the verification of family status:



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

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

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants aged 62 or over are required to sign a declaration of eligible immigration status and provide proof of age. Non-citizens with eligible immigration status must sign a declaration of status and verification consent form, and provide original immigration documents. Front and back copies are retained and the original immigration documents are returned to the family. HRHA verifies the eligible immigration status through the INS SAVE system. If the initial search fails to verify status, HRHA will request, within ten (10) business days, that the INS conduct a second manual search.

Ineligible family members, who do not claim to be citizens or eligible immigrants, must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas as described in 24 CFR 5.522 are ineligible members, even though in the country lawfully. They must provide their student visa, but their status will not be verified. They do sign a declaration, but they 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, s/he must be listed as an ineligible member. If the entire family fails to provide and sign documents as required, the family may be denied or terminated for failure to provide required information.

Time of Verification For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other eligibility factors.

HRHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual, or at least one member of the family.

HRHA will verify the U.S. citizenship/eligible immigration status of all participants, no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification must take place prior to the new member's addition to the household.



Once verification of eligible immigration status has been completed for any program participants, it need not be repeated, except for port-in families, if the initial PHA does not supply the documents.

Extensions of Time to Provide Documents HRHA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration The regulations stipulate only the following documents are acceptable, unless changes are published in the Federal Register. These documents must be current and are subject to the limitations and additional requirements described in Chapter 5 of the HUD Housing Choice Voucher Guidebook.

- Resident Alien Card
- Alien Registration Receipt Card (I-551)
- 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 an acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

HRHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

11.0 ISSUING OR DENYING VOUCHERS

The number of vouchers that the HRHA can issue at any time is based on the amount of Annual Contributions available to the program. When HRHA determines that sufficient funding is available to support additional assisted units, applicants at the top of the waiting list will be scheduled to come to the HRHA to complete the application process and attend a briefing session. Information used in the final application will be verified as indicated in this AP.

- Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine in a federally subsidized assisted property;
- Denied for Life: Has a lifetime registration under a State sex offender registration program



11.1 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher. The start date of the Voucher will be the date the Voucher is provided to the applicant or participant. The HRHA will maintain a Register of issued Vouchers to track the term of the Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 180 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 90 days, whichever is less.

11.2 TERMINATION OF ASSISTANCE

The Housing Authority may, at any time, terminate program assistance for a participant, because of any of the actions or inaction by the household:

- If the family violates any family obligations under the program
- If a family member fails to sign and submit consent forms
- If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance.
 - If the HRHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their HCV unit, the family's assistance will be terminated
 - Such family will not be eligible to be readmitted to HCV for a period of 24 months from the date of termination
- If any member of the family has ever been evicted from public housing
- If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family
- If any member of the family commits drug-related criminal activity, or violent criminal activity
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program



- If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with HCV or public housing assistance under the 1937 Act
- If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease
- If a family member fails to report any changes in income or household composition within 14 calendar or 10 business days. Changes must be received in writing and stated on the change in income/household composition form.
- If a family has overnight visitors exceeding 14 calendar days in their lease year.
- If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (HRHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. HRHA may prescribe the terms of the agreement.)
- If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel
- If any household member is subject to a lifetime registration requirement under a State sex offender registration program
- Have a family member who is illegally using a controlled substance or abuses alcohol, or engages in any other criminal activity which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents
 - The HRHA may waive this requirement if:
 - The person demonstrates to the HRHA 's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol
 - The person has successfully completed a supervised drug or alcohol rehabilitation program
 - The household member who engaged in drug-related criminal activity or alcohol abuse and behavior that interfered with the health and safety or right to peaceful enjoyment of the premises by other residents is removed from the family household composition
 - The person has otherwise been rehabilitated successfully as determined by the HRHA based on evidentiary supporting material



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

12.0 DENYING OWNER PARTICIPATION IN THE PROGRAM

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

- The owner has violated any obligations under a The Housing Choice Voucher Program Housing Assistance Payments Contract;
- The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- The owner has engaged in drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with HQS for units leased under The Housing Choice Voucher Program or with applicable housing standards for units leased with project-based The Housing Choice Voucher Program assistance or leased under any other Federal housing program;
- The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - Premises by tenants, HRHA employees or owner employees
 - Residences by neighbors
- Other conflicts of interest under Federal, State, or local law

13.0 PHA SUBSIDY STANDARDS:

13.1 VOUCHER SIZE STANDARDS

The HRHA 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 voucher size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum



0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

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

In determining bedroom size, the HRHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- Children of the same gender will share a bedroom
- Children of the opposite gender, both under the age of **(3)** will share a bedroom
- Adults and children will not be required to share a bedroom
 - A parent and child, regardless of age, may be issued a two-bedroom Voucher
- Foster-adults and children will be required to share a bedroom with family members
- Live-in aides will get a separate bedroom

Single person households will be issued a Studio Voucher. However, should the family locate a one-bedroom unit, the HRHA reserves the right to upgrade the family's Voucher to a one-bedroom subsidy.

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



13.2 OCCUPANCY STANDARDS

HRHA will follow an occupancy policy, which prevents overcrowding of units or under utilization of units. The following guidelines shall determine the minimum and maximum number of occupancy per unit size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
Single Room Occupancy (SRO)	1	1
0	1	2
1	1	4
2	2	6
3	3	8
4	4	10

The family unit size will be determined by the HRHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

HRHA shall consider Single Room Occupancy (SRO) units for occupancy under the tenant-based Housing Choice Voucher Program exclusively as a reasonable accommodation for a person with disabilities.

13.3 Utility Payment Schedules

HRHA will use the appropriate utility allowance for the lesser of the size of the dwelling unit actually leased by the family or the voucher sized issued, as determined under the PHA subsidy standards. In cases where a reasonable accommodation has been provided to a family that



includes a person with disabilities, HRHA will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family

14.0 PROCEDURES FOR SETTING AND REVISING PAYMENT STANDARDS

In accordance with HUD regulations, HRHA may establish the payment standard (PS) amount from 90 to 110 percent of the published FMR for each unit size. Exception payment standards may be made with HUD approval. HRHA does not use exception payment standards.

HRHA adopts a standard of 100% of the published FMR, for all bedroom sizes except for 2-bedroom homes. Within HRHA's jurisdiction, housing availability justifies a PS for 2-bedroom homes of 110% of the FMR.

The HCVP Manager will maintain a listing of the PS for each size unit, and an appropriate worksheet will be used in each tenant file to ensure the correct PS is used. All PS are to be reviewed annually when the FMR is published. HRHA may approve a higher PS within HUD guidelines as needed to ensure affordability of rents for families.

PS will not be raised to make "high end" units affordable or available to HCVP participants.

15.0 METHOD FOR DETERMINING RENT REASONABLENESS

HRHA will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- Before any increase in rent to owner is approved
- If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR
- If the Housing Authority or HUD directs that reasonableness be re-determined

HRHA has implemented an automated rent reasonableness system that incorporates HUD-required criteria including comparable items:

- Location
- Quality
- Unit Type
- Age

Landlord-provided items:

- Amenities



- Housing services
- Maintenance
- Utilities

The detailed process for the system is contained in the system's documentation, which is maintained by the HCVP Manager.

The determinations of the system are available both electronically and in hardcopy printouts for inclusion in tenant files.

16.0 POLICIES ON THE USE OF SPECIAL HOUSING TYPES

HRHA neither defines nor recognizes the use of special housing types for the HCVP.

17.0 POLICIES ON PAYMENT OF MONIES OWED BY A FAMILY TO THE PHA

This chapter describes HRHA's policies for the recovery of monies that have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is HRHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts

Before a debt is assessed against a family or owner, the file must contain documentation to support HRHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family, or other interested parties.

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

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Collection agencies
- Credit bureaus

17.1 PAYMENT AGREEMENT FOR FAMILIES

A Payment Agreement as used in this Plan is a document entered into between HRHA and a person who owes a debt to HRHA. 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 HRHA upon default of the agreement.



HRHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to HRHA.

There are some circumstances in which HRHA will not enter into a payment agreement. They are:

- The family already has a Payment Agreement in place
- HRHA determines that the family committed program fraud

17.1.1 DEBTS OWED FOR CLAIMS

If a family owes money to HRHA for claims paid to an owner:

- HRHA will review the circumstances resulting in the overpayment and decide whether the family must pay the full amount
- HRHA may enter into a Payment Agreement

17.1.1.1 LATE PAYMENTS

A payment will be considered late if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is late, and the family has not contacted or made arrangements with HRHA, HRHA will:

- Require the family to pay the balance in full; and/or
- Terminate the housing assistance

If the family requests a move to another unit and has a payment agreement in place for an owner claim, and the payment agreement is not late:

- The family will be permitted to move.

If the family requests a move to another unit and is late on a payment agreement for the payment of an owner claim:

- The family will be required to bring all payments current before the move is allowed or the family will be terminated from the program

17.1.1.2 DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that:



- Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of HCV program funds in violation of HCV program requirements

17.1.1.3 FAMILY ERROR/LATE REPORTING

Families who owe money to HRHA due to the family's intentional failure to report increases in income will be terminated.

17.1.1.4 PROGRAM FRAUD

Families who owe money to HRHA due to program fraud will be required to pay the amount in full.

17.1.2 GUIDELINES FOR PAYMENT AGREEMENTS

- Payment agreements will be executed between HRHA and the head of household.
- Payments may only be made by money order or cashier's check.
- The agreement will be in default when a payment is delinquent by one month.
- Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of a Rental Assistance Manager/Supervisor.
- No move will be approved unless the move is the result of the following causes, and the payment agreement is current:
 - Family size exceeds the HQS maximum occupancy standards
 - The HAP contract is terminated due to owner non-compliance or opt-out a natural disaster.
- HRHA reserves the right to add the full amount of debt as a lump sum payment in the calculation of an interim or annual recertification for the period of 12 consecutive months.
- Families will not be permitted to move to another unit or jurisdiction until debt is paid in full.

17.1.3 ADDITIONAL MONIES OWED

If the family already has a payment agreement in place and incurs an additional debt to HRHA:

- HRHA will not enter into more than one payment agreement with the family.



17.2 OWNER DEBTS TO HRHA

If HRHA determines that the owner has retained housing assistance or claim payments the owner is not entitled to, HRHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, HRHA will:

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

17.3 WRITING OFF DEBTS

Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than 7 years old
- A determination is made that the debtor is judgment-proof
- The debtor is deceased

18.0 INTERIM REEXAMINATIONS OF INCOME AND HOUSEHOLD COMPOSITION

The purpose of this policy is to set out the procedure that will be followed by the Authority for interim reexamination of family income or composition of tenants who receive Rental Housing assistance. The Authority reserves the right to modify these procedures whenever necessary to respond effectively to unusual situations.

18.1 INITIATION

The Authority will ask a family to participate in an interim reexamination whenever it believes that the family's income or composition has changed.

18.2 INTERIM REEXAMINATION

The Authority will schedule an interim reexamination for any Rental Housing participant that reports any of the following:

- A change in family composition
- An increase in family income of more than \$200 per month
- An increase in allowances (e.g., number of dependents, a new disability assistance expense)
- Most decreases in income except in the circumstances described below



1. Housing Authority may refuse to process an interim recertification when the tenant reports a decrease in income only if the following apply:
 - a. The decrease was caused by a deliberate action of the tenant to avoid paying rent. For example, the owner receives documented evidence that a tenant quit a job in order to qualify for a lower rent.
 - b. The Housing Authority has confirmation that the decrease will last less than one month. For example, the Housing Authority receives confirmation from the tenant's employer that the tenant will be laid off for only two weeks.
 - i. If the Housing Authority determines that the decrease in income will last less than one month, the owner may choose, but is not obligated, to process an interim recertification.
 - ii. The Housing Authority must, however, implement this policy consistently for all tenants in the property who experience a decrease in income that will last for less than one month.
- A change in citizenship or eligible immigration status of any family members.
 - All requests for Interim Reexamination must be received by the 25th date of each month for the change to be reflected in the following month.

18.3 DOCUMENTATION

The Rental Housing participant shall appear and provide current information and documentation when there is:

- A change in family composition
- An increase in family income of more than \$200 per month
- An increase in allowances occurs
- Most but not all decreases in income
- A change in citizenship or eligible immigration status of any family members

In any of the cases stated, the Authority may make any necessary adjustments of the Rental Housing benefits, including termination of benefits.

18.4 NOTIFICATION

The Rental Housing participant will be notified in writing of the requirement of an interim reexamination and the date, time, and place of reexamination.



18.5 EARNED INCOME DISREGARD

HRHA upon request will determine eligibility for families with disabilities for a 24 consecutive month earned income disregard in which the first 12 months exclude all increase income resulting from a qualified employment. After the first 12 months, HRHA will exclude from the annual income at least 50% of any increase in income of such family members as a result of employment over the members' income before the qualifying event (i.e. the family members baseline income). The EID is limited to a lifetime 24 month period for the qualifying family member

19.0 MINIMUM RENT

HRHA has set the minimum rent as **\$ 75**.

19.1 REQUESTING A HARDSHIP EXCEPTION

The family must formally request a hardship exception by submitting a completed "Request for Hardship Exception" form to HRHA. Forms are available upon request at HRHA's office.

If the family requests a hardship exemption, the HRHA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

19.2 DEFINITION OF HARDSHIP TYPES

A "HARDSHIP" exists in the following circumstances:

- When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program
- When the family would be evicted as a result of the imposition of the minimum rent requirement
- When the income of the family has decreased because of changed circumstances, including loss of employment
- When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items
- When a death has occurred in the family that affects the family's ability to meet the minimum rent requirement

"NO HARDSHIP" exists when:

- The Housing Authority determines there is no qualifying hardship



- The minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension

“TEMPORARY HARDSHIP” exists when:

- The Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature
 - The minimum rent will not be imposed for a period of 90 days from the date of the family’s request
 - At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension
- The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family’s behalf during the period of suspension



“LONG-TERM HARDSHIP” exists when:

- The Housing Authority determines there is a long-term hardship
 - The family will be exempt from the minimum rent requirement until the hardship no longer exists.

19.3 APPEALS

- The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship
- No escrow deposit will be required in order to access the informal hearing procedures

20.0 FAMILY MOVES AND PORTABILITY

20.1 FAMILY MOVES

20.1.1 ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

- The assisted lease for the old unit has terminated because HRHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated)
- The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

20.1.2 RESTRICTIONS ON MOVES

HRHA will deny permission to move if:

- There is insufficient funding for continued assistance
- The family has violated a family obligation
- The family owes HRHA or any other Federal program money

The Housing Manager may make exceptions to these restrictions if:

- There are extenuating circumstance for the move over which the family has no control



- There is an emergency reason for the move over which the participant has no control.
- *Denying Family Requests to Move:*

HRHA may only deny a family's request to move if it has grounds to do so under the program regulations, which are as follows:

- 1) The PHA has ground to deny the move because of the family's action or failure to act as described in 24 CFR 982.552 or 982.553.
- 2) The family is a non-resident applicant, or the family was a non-resident applicant that has not yet been assisted in the initial PHA jurisdiction for twelve months since being admitted to the program (see 24 CFR 982.353(c)).
- 3) The family is an applicant and is not income-eligible (see 24 CFR 982.353(d)(1)) in the area in which they wish to initially lease a unit.
- 4) The PHA has established policies on the timing and frequency of moves in accordance with 24 CFR 982.314(c)(2), and the requested move does not comply with those policies².
- 5) The PHA does not have sufficient funding for continued assistance to support the move in accordance with 24 CFR 982.314(e)(1).

In addition, HRHA will deny a family's request to move if the family has moved out of its assisted unit in violation of the lease. However, as previously noted in HUD Notice PIH 2007-5, the Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA 2005) amended section 8 of the U.S. Housing Act to provide an exception to the prohibition against a family moving under the portability provisions in violation of the lease. VAWA 2005 provides that the family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit. The final rule, HUD Programs, Violence Against Women Act Conforming Amendments, was published in the *Federal Register* on October 27, 2010.

If the circumstances described above exist, HRHA may allow a family to move under portability procedures if the only basis for the denial is that the family is violating the lease agreement. HRHA requires that the family provide the HUD-approved certification form (form HUD-50066), or other acceptable documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.



² The regulations at §982.314(c)(2) provide that the PHA may establish policies that prohibit any move by the family during the initial lease term, and policies that prohibit more than one move by the family during any one year period.

- *Denying Family Requests to Move Due to Insufficient Funding*

HRHA will only deny a request to move to a higher cost unit within the PHA's jurisdiction or to a higher cost area in accordance with 24 CFR 982.314(e)(1) if it has determined that it would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments.

HRHA will provide written notification to the local HUD office when they determine it is necessary to deny moves to a higher cost unit based on insufficient funding. The notification will include the following documentation:

- 1) A financial analysis that demonstrates insufficient funds are projected to meet the current calendar year projection of expenses. The projection must not include vouchers that have been issued but are not yet under contract.
- 2) A statement certifying HRHA has ceased issuing vouchers and will not admit families from their waiting list while the limitation on moves to a higher cost unit is in place.
- 3) A copy of the Authority's policy stating how HRHA will address families who have been denied moves. The requirements of the policy are described below.

For moves within the initial PHA's jurisdiction, a "higher cost unit" is defined as a unit in which the PHA would have to pay a higher subsidy amount due to an increase in the gross rent for the new unit.

For portability moves, a "higher cost area" is defined as an area where a higher subsidy amount will be paid for a family because of higher payment standard amounts or "more generous" subsidy standards (e.g. the receiving PHA issues a 3-bedroom voucher to a family that received a 2-bedroomed voucher from the initial PHA). Before denying the family's request to move due to insufficient funding, the initial PHA must contact the receiving PHA and confirm via email or other confirmed delivery method whether the receiving PHA will administer or absorb the family's voucher. HUD encourages PHAs to communicate this information via email in order to expedite the families' requests. Once the receiving PHA makes the commitment to absorb the voucher, they cannot reverse their decision. If the receiving PHA is willing to absorb the family, there are no grounds to deny the portability move under 24 CFR 982.314(e)(1). The initial PHA may also take into consideration any reported changes in the family's income or composition that may result in a decreased subsidy amount therefore not resulting in an increased cost to the initial PHA.



HRHA will not deny a requested move due to insufficient funding under 24 CFR 982.314(e)(1) simply because the family wishes to move to a higher cost unit within the PHA's jurisdiction or to a higher cost area.

HRHA will not deny requests to move, including portability moves, if the subsidy for the new unit is equal to or less than the current subsidy being paid for the family or if the area the family has selected is a lower cost area. A "lower cost area" is defined as an area where the subsidy amount is equal to or lesser than the current subsidy paid because of lower payment standards or less generous subsidy standards (e.g. the receiving PHA issues a 2-bedroom voucher to a family that received a 3-bedroom voucher from the initial PHA).

- *Tenant Notification of Portability Denial*

Upon receipt of a written request to move, HRHA will inform families in writing within 14 days of its decision of denial of the request to move. The letter will also state that the move request will stay open for 60 days. If funds become available, HRHA will notify the tenant in writing of the move option.

20.1.3 PROCEDURE FOR MOVES

20.1.3.1 ISSUANCE OF VOUCHER

Subject to the restrictions on moves, HRHA will issue the voucher to move as soon as the family requests the move, as long as the recertification process has not begun. The recertification process is considered begun as soon as the recertification appointment has been scheduled. However, if the family and owner/landlord issue a mutual agreement to terminate the lease, after the recertification process has begun, the family will be allowed to move. If the owner/landlord or family submits notice to terminate the lease, after the recertification process has begun, the family will be allowed to move as long as there are no tenant repairs remaining (or the owner/landlord certifies that the tenant repairs have been completed).

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits and a mutual agreement is signed by both owner and tenant.

The annual recertification date shall be changed to coincide with the new lease-up date.

20.1.3.2 NOTICE REQUIREMENTS

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 HRHA simultaneously.

If the family vacates the unit without proper notice in writing to the owner, the family shall be responsible for any vacancy loss or damage.

20.1.3.3 TIME OF CONTRACT CHANGE

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move.



In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves, for up to a maximum of 14 calendar days.

20.2 PORTABILITY

Portability applies to families moving out of or into HRHA 's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial PHA's jurisdiction.

20.2.1 HOUSING CHOICE VOUCHER PORTABILITY PROCESS

Portability is defined as the ability for a housing choice voucher holder to move from the jurisdiction of its current housing agency to the jurisdiction of another housing agency operating a housing choice voucher program.

Definitions

- **Initial Housing Authority:** The public housing authority (PHA) that you received your voucher from.
- **Receiving Housing Authority:** The public housing authority (PHA) in the area you are moving or porting to.

Current Housing Choice Voucher Participants

To be eligible to receive a portability voucher you must:

- Currently live in this jurisdiction;
- Be at the end of your current lease; or
- Have an early lease termination form signed by your landlord; or
- Give your landlord a 60 day written notice, providing HRHA with a copy; and
- You must occupy your unit under the housing choice voucher for over 1 year.

To request portability you must:

- Call HRHA and schedule an appointment;
- Submit the completed portability request form; and
- Submit current income and asset verification (within 60 days for all household members).

HRHA will use the portability request form to prepare your portability packet. You will need to let HRHA know what PHA you want to move to. To identify the appropriate PHA, see the listing on HUD's web site, or contact HRHA.



New Housing Choice Voucher Participants

Request that HRHA prepare a portability packet. If you believe you are eligible to port out, complete the portability request form. You must currently live in this jurisdiction. To identify the appropriate PHA, see the listing on HUD's web site, or contact HRHA.

If you are a new voucher holder, your voucher will have a label indicating if you are eligible to use the portability feature. To be eligible to move outside of the area that HRHA serves, you must have resided in HRHA's area of service when you applied for the housing choice voucher waiting list. If you did not, a request for a portability move may be denied. A non-resident family will be required to initially lease a unit with its housing choice voucher in the HRHA's jurisdiction. Also, if you are a new voucher holder porting with the initial use of your voucher, you must be within the income eligibility guidelines for the area you are moving into or your portability move will be denied by the receiving PHA. Please note that PHAs often have different income limits, payment standards, and subsidy standards (the number of bedrooms for which you qualify). Always verify this information when you request to transfer and/or move to a new PHA.

If eligible, HRHA will contact and forward the necessary paperwork to the receiving PHA in the area to which you wish to move.

Porting (Moving) Out of HRHA's Area

Once all paperwork is complete, HRHA will forward all necessary paperwork to the receiving PHA. When HRHA forwards your paperwork to the receiving PHA, the receiving PHA will contact you to schedule an appointment to be briefed on their program rules. The receiving PHA will determine final approval of the request completed by both you and your landlord. The receiving PHA will conduct the inspection, process a rent determination, and complete the necessary paperwork for your portability move. The receiving PHA's payment standards and voucher bedroom size rules will apply.

If you move into the unit prior to final approval from the receiving PHA, you may be held responsible for the full contract rent for the unit. When your move is complete, the staff at the receiving PHA will be your contact for future questions and information about your rent assistance.

The portability process may cause delays in the start of your rental assistance in your new unit. Upon your request, your receiving PHA will have the option to either absorb you into their program by giving you one of their own vouchers; or you will remain on HRHA's housing choice voucher program and the receiving PHA will bill HRHA for administering your voucher and paying your subsidy after you move.

Please note that PHAs often have different income limits, payment standards, and subsidy standards (the number of bedrooms for which you qualify). Always verify this information before you request a transfer or move to a new PHA.



Please note, however, that HRHA will not process portability requests for participants who are making payment on a repayment agreement. At such time as the debt is paid in full, you will have the option of moving to another jurisdiction.

Porting (Moving) Into HRHA's Area

If you would like to port (move) into HRHA's area, contact your current PHA and find out if you are eligible to port out. If so, request that your current PHA prepare your portability packet and forward it to HRHA.

Call HRHA to find out if it has received your packet and to make an appointment to discuss portability.

If any of the following are missing from your portability packet, you may be asked to provide them before HRHA can complete your transfer:

- Valid government-issued identification (e.g., driver's license);
- Birth Certificates for everyone in the household;
- Social Security Cards for everyone in the household;
- Income Verification for everyone in the household.

You have an obligation to provide all necessary paperwork to HRHA.



20.2.1.1 HRHA PORTABILITY REQUEST FORM

Family Information:

Name: _____

Address: _____

Phone: _____

Voucher Expiration Date: _____

Reason(s) for request: _____

Receiving Public Housing Agency (if known) or specific Destination

PHA Name or Destination: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Contact Person: _____

I am requesting portability to the above Public Housing Agency. I understand that if I am a MTW participant, my rent will be calculated based on income in the receiving jurisdiction. I also understand that if I port back to this housing authority (HRHA), I will only receive assistance for the remainder of my MTW term.

Printed Name: _____

Signature: _____

Date: _____



20.2.2 REQUESTS FOR APPROVAL OF TENANCY

A briefing will be mandatory for all portability families. When the family submits a Request for Tenancy Approval, it will be processed using HRHA 's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified by HRHA within 30 calendar days.

If the family leases up successfully, HRHA will notify the initial PHA and the billing process will commence.

HRHA will notify the initial PHA if the family fails to submit a Request for Tenancy Approval for an eligible unit within the term of the voucher.

HRHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside HRHA 's jurisdiction under continued portability.

When the family submits a Request for Tenancy Approval, it shall be processed using HRHA 's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified within 30 days by HRHA.

If the family leases up successfully, HRHA shall notify the initial PHA within 30 days, and the billing process will commence.

If HRHA denies assistance to the family, HRHA shall notify the initial PHA within 30 days and the family will be offered a review or hearing.

20.2.3 REGULAR PROGRAM FUNCTIONS

HRHA will perform all program functions applicable the tenant-based assistance program, such as:

- Annual reexaminations of family income and composition
- Annual inspection of the unit
- Interim examinations when requested or deemed necessary by HRHA

20.2.4 TERMINATIONS

HRHA will notify the initial PHA in writing of any termination of assistance within 10 working days. If an informal hearing is required and requested by the family, the hearing will be conducted by HRHA , using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.



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

20.2.5 REQUIRED DOCUMENTS

As receiving PHA, HRHA shall require the following documents from the initial PHA:

- A copy of the family's Housing Choice Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability
- The most recent HUD 50058 form
- Verifications
- Family portability information HUD 52665 form
- Current information related to eligibility
- The Administrative Fee Schedule for billing purposes
- Billing Procedures

As receiving PHA, HRHA will bill the initial PHA monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees and special claims will be monthly unless requested otherwise by the initial PHA.

HRHA will bill 100% of the housing assistance payment, 100% of special claims, and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher leased as of the first day of the month.

HRHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify HRHA of changes in the administrative fee amount to be billed.

21.0 HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

Housing Quality Standards (HQS), developed by HUD, are used to ensure that housing subsidized by the HCVP remains safe, decent, and sanitary.

21.1 TYPES OF INSPECTIONS

There are seven types of inspections the HRHA will perform:

- **Initial or Pre-Contract Inspection** – An inspection that must take place to insure that the unit passes HQS before assistance can begin. No unit may be subsidized until it has passed this inspection. Families may move in to a failed unit prior to verification of remedy, but HRHA will advise them that:



- They move in at their own risk
- The unit will not be subsidized
- **Annual Inspection** – An inspection to determine that the unit continues to meet HQS. These inspections are for all units built before 1978, units that have a history of noncompliance with HQS(2 or more failures within a two year period, and any units that had health and safety deficiencies
- **Biennial Inspection-** An inspection to determine that the unit continues to meet HQS
- **Complaint Inspection** – An inspection caused by the Authority receiving a complaint on the unit by anyone.
- **Special Inspection** – An inspection caused by a third party, i.e. HUD, needing to view the unit.
- **Emergency** – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- **Move Out Inspection (if applicable)** – An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- **Quality Control Inspection** – Supervisory or other designated quality control inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

21.2 INSPECTION SCHEDULING POLICIES

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

HRHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. Reasonable times are defined as “normal business hours.” Reasonable notice is “at least one week.”

The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable HRHA to enter the unit and complete the inspection.

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



Under special circumstances, HRHA may request inspection appointments under different conditions (e.g. a phone request for an appointment in two days) to comply with HUD or other auditor requests.

21.3 OWNER AND FAMILY RESPONSIBILITY

21.3.1 OWNER RESPONSIBILITY FOR HQS

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the HRHA will take prompt and vigorous action to enforce the owner obligations.
 - a. The HRHA 's remedies for such breach of the HQS include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
 - b. HRHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the HRHA and the HRHA verifies the correction.
 - i. If a defect is life threatening, the owner must correct the defect within no more than 24 hours.
 - ii. For specified defects that are determined to not be life-threatening, but are of a time-sensitive nature, the owner must correct the defect within no more than 72 hours
 - iii. For other defects, the owner must correct the defect within no more than 30 calendar days (or any HRHA approved extension).
3. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible
 - a. Furthermore, HRHA may terminate assistance to a family because of the HQS breach caused by the family



21.3.2 FAMILY RESPONSIBILITY FOR HQS

The family is responsible for a breach of the HQS that is caused by any of the following:

- The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant
- The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant
- Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
- Correction of deficiencies
 - If a tenant-caused defect is life threatening, the tenant must correct the defect within no more than 24 hours.
 - For tenant-caused specified defects that are determined to not be life-threatening, but are of a time-sensitive nature, the tenant must correct the defect within no more than 72 hours
 - For other tenant-caused defects, the tenant must correct the defect within no more than 30 calendar days (or any HRHA approved extension).

If the family has caused a breach of the HQS, the HRHA will take prompt and vigorous action to enforce the family obligations. HRHA may terminate assistance for the family in accordance with 24 CFR 982.552.



21.4 HOUSING QUALITY STANDARDS (HQS) ACCEPTABILITY CRITERIA AND EXCEPTIONS

HRHA adheres to the acceptability criteria of the HCVP regulations and local codes, with additions described below:

Category	Item	Performance Requirements
Sanitary facilities	Sinks and commodes	<p>All sinks and commodes will have accessible water shutoff valves except when faucets are wall-mounted.</p> <p>All worn or cracked (unsafe or unsanitary condition) toilet seats and tank lids will be replaced. Toilet tank lid must fit properly.</p>
Walls	<p>Drywall or plaster</p> <p>ALL exterior or interior surfaces</p>	<p>Any condition of severely cracked, sagging, or unsound drywall or plaster will be repaired or replaced.</p> <p>Surfaces with peeling or chipped paint for homes with lead-based paint requirements will be treated according to regulatory lead-based paint treatment guidelines for all homes where this requirement is applicable by regulation.</p>
Windows	<p>Frames</p> <p>Weather tightness</p> <p>Screens</p>	<p>Sashes must be in working condition, solid, and fit properly. Damaged or deteriorated sashes will be replaced.</p> <p>Windows will be waterproof and reasonably seal out drafts. Weather stripping will be used as needed.</p> <p>All windows designed to have screens must have properly fitting screens in good repair.</p>
Doors	<p>Security</p> <p>Safety</p>	<p>All exterior doors will be solid, sound, and lockable from the inside.</p> <p>All exterior doors will have a solid threshold.</p>



Category	Item	Performance Requirements
Floors	Uniformity	Wood floors will be sanded and sealed to a smooth finish, free of splinters and dangerous edges. Loose boards will be secured and made level. Carpets will not pose tripping hazards.
Safety devices	Smoke alarms	Owners are responsible for providing and installing smoke alarm batteries. Tenants will be instructed not to tamper with smoke alarms or other safety devices.

21.5 HQS ENFORCEMENT

One or more “fail” items on an HQS Inspection Report will cause the unit to fail.

Repairs are required within the timeframes specified for each fail item classification. If HRHA is unable to verify remedy of all fail items within the prescribed timeframes, enforcement procedures will go into effect:

- If the owner fails to correct the HQS failed items after proper notification has been given, HRHA will abate payment and terminate the contract in accordance with HRHA’s termination policies.
- If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, HRHA will terminate assistance for the family in accordance with HRHA’s termination policies.

21.5.1 HQS FAILED UNITS PRE-CONTRACT

The HRHA will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection.

If the unit fails HQS again, the owner and the participant will be advised to notify the HRHA to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to thirty (30) days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.



21.5.2 HQS FAILED UNITS UNDER CONTRACT

HQS REMEDY PERIODS

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract; either 24 hours, 72 hours, or thirty (30) days. Details for 24-hour emergency fail items and 72-hour timely fail items are detailed below. For all other failures, the owner or participant will be given up to thirty (30) days to correct the failed item(s).

- Emergency repair items must be verified as corrected within 24 hours
- Repair of timely items must be verified as corrected within 72 hours

21.5.3 EMERGENCY FAIL ITEMS

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

- No hot or cold water
- No electricity
- Inability to maintain adequate heat
- Major plumbing leak
- Natural gas leak
- Broken lock(s) on any entry door or accessible windows
- Broken windows that unduly allow weather elements into the unit
- Broken or cracked windows that pose immediate risk of injury
- Loose or missing railings where a fall of over 30" may occur
- Electrical outlet smoking or sparking
- Exposed electrical wires which could result in shock or fire
- No functioning and usable toilets within the home
- Non-functioning or missing smoke detectors

HRHA may, in the course of an inspection, identify other items not on this list that pose an immediate threat to health or safety and require 24-hour verification of remedy.



21.5.4 TIMELY REPAIR ITEMS

- Refrigerators
- Range and oven
- Major plumbing fixture supplied by the owner
- For major repairs, the owner will have up to 30 days
 - The owner may request an extension from HRHA

21.5.4.1 VERIFICATION OF REPAIRS

HRHA will verify remedy of HQS fail items. HRHA will use a combination of verification methods including:

- Hands-on re-inspection
- Third party verification (e.g. an electrician sends a work order directly to HRHA)
- Owner verification with fax of work order or receipt from service provider
- Telephone interview of **both** owner and tenant

The HCVP manager, along with the HQS Inspector and Housing Manager will develop procedures that allow HRHA to ensure compliance with HQS while removing undue travel and time burdens for verifications. Any procedures developed for HQS enforcement will be non-discriminatory and will adhere to this AP and all applicable laws and regulations.

HRHA will reserve the right to hands-on re-inspect any unit that fails HQS.

21.5.4.2 REMEDY EXTENSIONS

At the sole discretion of HRHA, extensions of up to thirty (30) days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. Appropriate extensions will be granted by HRHA upon good cause shown.

21.5.4.3 ABATEMENT OF RENT

If repairs are not completed within the prescribed timeframes or granted extension periods, HRHA will abate the rent. If the noted repairs are not corrected within 6 months of the abatement effective date, the HRHA shall cancel the HAP contract for owner noncompliance.

When the deficiencies are corrected, the HRHA will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies



as owners. If repairs are not completed by the deadline, the HRHA will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

No retroactive payments will be made to owners for time that rent was abated for the unit's HQS noncompliance. The notice of abatement will clearly specify that the tenant is **not** responsible for the PHA's portion of the rent if it is abated.

22.0 GRIEVANCE PROCEDURES

22.0 GRIEVANCE PROCEDURE

I. PURPOSE AND SCOPE

This Grievance Procedure has been established to provide guidelines for Harrisonburg Redevelopment and Housing Authority ("Authority") residents in the just and effective settlement of grievances. As much as possible should be left to the mutual efforts of management and tenants, with both parties attempting to settle each grievance as quickly and justly as possible. This grievance procedure is incorporated into by reference all dwelling leases and will be furnished to all tenants and resident organizations. At least thirty (30) days' notice will be provided to tenants and resident organizations of any proposed changes to the grievance procedure, which will set forth the proposed changes and provide for an opportunity to present written comments, which will be considered by the Authority before any revisions are made to the grievance procedure.

II. APPLICABILITY

A. Except as otherwise provided for in Section V.C., this Grievance Procedure shall be applicable to all individual grievances as defined in Section III.A. below, between the tenant and the Authority. In those jurisdictions which require that, prior to eviction, a tenant be given a hearing in Court containing the elements of due process, the Authority may exclude from its procedure any grievance concerning:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees;



2. Any violent or drug-related criminal activity on or off the premises;
or
3. Any criminal activity that resulted in felony conviction of a household member.

B. The Authority reserves the right to amend any provision of this Grievance Procedure at any time with or without notice, as applicable, unless otherwise provided by federal, state or local law.

III. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- a. Grievance -- "Grievance" shall mean any dispute which a tenant may have with respect to the Authority's action or failure to act in accordance with the individual tenant's lease or the regulations of the Authority, which adversely affect the individual tenant's rights, duties, welfare or status, except as provided for in Section V.C. below.
- b. Complainant-- "Complainant" shall mean any tenant whose grievance is presented to the Authority's Management Office, in accordance with Section V below.
- c. Tenant-- "Tenant" shall mean any adult person (other than live-in aide) who resides in the unit and who executed the Lease with the Authority as lessee of the unit, or if no such person now resides in the unit, residents of the unit who is the remaining head of the household of the Tenant family residing in the unit.
- d. Documents --"Documents" shall include records and regulations.
- e. Good Cause -- "Good Cause" shall mean an unavoidable conflict that seriously affects the health, safety, or welfare of the Tenant.

IV. INFORMAL SETTLEMENT OF GRIEVANCE

Any grievance must be personally presented, either orally or in writing, to the Authority's Management Office of the housing project in which the Tenant resides, **within ten (10) days after the occurrence giving rise to the grievance**, so that the



grievance may be discussed informally and an attempt can be made to settle the grievance without a formal hearing. As soon as the grievance is received, it will be reviewed by the Authority to ascertain that the event qualifies as a grievable issue. If the matter is not grievable, the Tenant will be notified in writing that the matter raised is not subject to the Authority's grievance procedure, with the reasons therefor stated.

If the matter falls under the grievance procedure, the Tenant will be contacted to arrange a mutually convenient time **within ten (10) working days** to meet so the grievance may be discussed informally and settled without a hearing. Within a reasonable time, **not in excess of ten (10) working days after presentation** of the grievance, a summary of the informal discussion shall be prepared by the Authority, and a copy thereof shall be provided to the Tenant and one retained in the Tenant's file. The summary shall be in writing and shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the grievance, and the specific reasons therefore, and shall specify the procedures by which the Tenant may obtain a hearing if he/she is not satisfied by the proposed disposition of the grievance.

V. PROCEDURE TO OBTAIN A FORMAL HEARING

- A. Obtaining a Hearing: If the Tenant is dissatisfied with the settlement arrived at in the informal hearing, the Tenant must submit a written request for a formal hearing to the Authority no later than **ten (10) days** after the summary of the informal settlement hearing is received. The written request shall specify:
1. The reason for the grievance;
 2. The action of relief sought from the Authority; and
 3. Several dates and times in the following ten (10) working days when the Tenant can attend a grievance hearing.
- B. When Hearing Required: The Authority must give Tenant an opportunity for a formal hearing to evaluate whether the following Authority decisions relating to



the Tenant's individual circumstances are in accordance with the law, HUD regulations, and the Authority's policies, as follows:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
2. A determination of the appropriate utility allowance (if any);
3. A determination of the family unit size under the Authority's subsidy standards;
4. A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Authority's subsidy standards, or the Authority's determination to deny the Tenant's request for an exception from the standards;
5. A determination to terminate assistance (if applicable) for the Tenant because of the Tenant's action or failure to act; or
6. A determination to terminate assistance because the Tenant has been absent from the leased premises for longer than the maximum period permitted under the lease agreement;

The Authority must give the opportunity for a formal hearing before the Authority terminates housing assistance payments (if applicable) for the Tenant under an outstanding HAP contract under Sections V.B.4. through B.6. above (if applicable).

C. Eligibility or Amount of Assistance Determinations: When the Authority makes a decision regarding the eligibility and/or the amount of assistance for Tenants, the Tenants must be notified in writing. The Authority will give the Tenant prompt notice of such determinations, which notice will include:

1. The proposed action or decision of the Authority;
2. The date the proposed action or decision will take place;
3. The Tenant's right to an explanation of the basis for the Authority's decision;



4. The procedures for requesting a hearing if the Tenant disputes the action or decision;
5. The time limit for requesting the hearing; and
6. To whom the hearing request should be addressed.

D. When Hearing Not Required: The Authority is not required to provide the Tenant an opportunity for a hearing for the following:

1. Discretionary administrative determinations by the Authority;
2. General policy issues or class grievances;
3. Establishment of the Authority schedule of utility allowances for Tenants in the program;
4. An Authority determination not to approve an extension or suspension of a voucher term;
5. An Authority determination not to approve a unit or tenancy;
6. An Authority determination that an assisted unit is not in compliance with Housing Quality Standards ("HQS"). (However, the Authority must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the Tenant, as pursuant to the lease agreement);
7. An Authority determination that the leased premises is not in accordance with HQS because of the family size;
8. A determination by the Authority to exercise or not to exercise any right or remedy against the owner under a HAP contract (if applicable); or
9. Disputes between tenants not involving the Authority.

E. Notice to Tenant:

1. In grievances involving matters in Sections V.B.1. through B.3., the Authority must notify the Tenant that the Tenant may ask for an explanation of the basis of the Authority determination, and that if the Tenant does not agree with the determination, the Tenant may request a formal hearing on the decision.



2. In grievances involving matters in Sections V.B.4. through B.6., the Authority must give the Tenant prompt written notice that the Tenant may request a formal hearing. The notice must include:
 - a. A brief statement of the reasons for the decision;
 - b. A statement that if the Tenant does not agree with the decision, the Tenant may request an informal hearing on the decision; and
 - c. State the deadline for the Tenant to request hearing.
- E. Selection of Hearing Officer: Grievances shall be presented before a hearing officer or panel. A hearing officer or panel shall be appointed by the Authority. The hearing officer shall not be the person who made or approved the decision, or a subordinate of that person. The hearing officer or panel who conducts the hearing may regulate the conduct of the hearing in accordance with the Authority's hearing procedures, as set forth in Section VI of this Grievance Procedure.
- F. Failure to Request a Hearing: If the Tenant does not request a hearing in accordance with this Section V then the Authority's disposition of the grievance under this Section V shall become final, provided that failure to request a hearing shall not constitute a waiver by the Tenant of his/her right thereafter to contest the Authority's action in disposing of the Tenant in an appropriate judicial proceeding.
- G. Hearing Prerequisite: All grievances shall be personally presented, either orally or in writing, pursuant to the procedure prescribed in this Section V, as a condition precedent to a hearing under this section, provided, that if the Tenant shall show good cause why he/she failed to proceed in accordance with this Section V to the hearing officer, the provisions of this subsection may be waived by the hearing officer.



- H. Escrow Deposit: Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the lease agreement, which the Authority claims is due, the Tenant shall pay to the Authority an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided that failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.
- I. Scheduling of Hearings: When the Authority receives a request for a formal hearing, a hearing shall be scheduled within in **ten (10) working days**. The notification of the hearing shall contain, notwithstanding anything to the contrary:
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 the possession of the Authority upon which the Authority based the proposed action and, at the Tenant's expense, to obtain a copy of such documents prior to the hearing.
 5. A notice to the Tenant that the Authority will request a copy of any documents or evidence the Tenant will use at the hearing.
 6. The Authority's hearing or grievance procedures.



J. Failure to Appear: If the Tenant or Authority fails to appear at the scheduled hearing, the hearing officer or panel may make a determination to postpone the hearing for not to exceed five (5) days or make the determination that the party has waived its right to a hearing. Both the Tenant and Authority shall be notified of the determination by the hearing officer or panel; however, a determination that the Tenant has waived his/her right to a hearing shall not constitute a waiver of any right the Tenant may have to contest the Authority's disposition in court.

VI. PROCEDURES GOVERNING THE HEARING

- A. Hearing Officer: The hearing shall be held before a hearing officer or panel of hearing officers.
- B. Hearing Procedures: As set forth in the Administrative Plan, the following hearing procedures shall be followed:
1. The hearing shall concern only the issues for which the Tenant has received the opportunity for the formal hearing.
 2. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.
 3. The hearing officer may ask the Tenant for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.
 4. If the Tenant misses an appointment or deadline ordered by the hearing officer, the action of the Authority shall take effect and another hearing will not be granted. The hearing officer will determine whether the action, inaction, or decision of the Authority is legal in accordance with HUD regulations and the Administrative Plan based upon the evidence and testimony provided at the informal hearing. Factual determinations relating to the individual circumstances of the Tenant will be based on a preponderance of the evidence presented at the informal hearing.
 5. At the hearing, the Tenant must first make a showing of an entitlement to the relief sought, and thereafter the Authority must



sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.

6. The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint, may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the Authority, the Tenant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

C. Fair Hearing for Tenant: The Tenant shall be afforded a fair hearing, providing the basic safeguards of due process, which shall include:

1. The opportunity to examine before the hearing, and, at the expense of the Tenant, to copy all documents, records and regulations of the Authority that are relevant to the hearing;
2. The right to be represented by counsel or other person chosen as his/her representative at his/her own expense;
3. The right to a private hearing unless the Tenant requests a public hearing;
4. The right to present evidence and arguments in support of his or her complaint to controvert evidence relied on by the Authority or management relies;
5. Present any information or witnesses or question any witnesses pertinent to the issue of the hearing;
6. Request that the Authority's staff be available to present at the hearing to answer questions pertinent to the case;



7. A decision based solely and exclusively upon the facts presented at the hearing.

D. Authority's Rights: Notwithstanding any other rights contained in this Grievance Procedure and the Administrative Plan, the Authority has a right to:

1. Present evidence, witnesses and any information pertinent to the issue at the informal hearing;
2. Be notified if the Tenant intends to be represented by legal counsel, an advocate, or other party;
3. Examine and copy any documents to be used by the Tenant prior to the informal hearing;
4. Have its attorney present at the hearing; and
5. Have staff persons and other witnesses familiar with the case present at the hearing.

E. Rescheduling of Hearing: After the hearing date is set, the Tenant may request to reschedule only upon showing Good Cause.

F. Transcript of the Hearing: The Tenant or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. An interested party may purchase a copy of such transcript.

G. Accommodation: The Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

VII. DECISION OF THE HEARING OFFICER



- A. Decision: The hearing officer shall prepare a written decision **within ten (10) working day after the hearing** and shall include:
1. A clear summary of the decision and the reasons for the decision;
 2. If the decision involves money owed, the amount owed and documentation of the calculation of the monies owed; and
 3. The date the decision goes into effect.
- B. Copies of the Decision: A copy of the decision shall be sent to the Tenant and the Authority. The Authority shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall be maintained on file by the Authority and made available for inspection by a prospective Tenant, his/her representative, or the hearing officer.
- C. Binding Effect of Hearing decisions: The decision of the hearing officer or panel shall be binding on the Authority, which shall take all actions, or refrain from any actions, necessary to carry out the decision, **UNLESS** the Authority Board of Commissioners within a reasonable time, **not to exceed ten 10 working days**, determines that:
1. the grievance does not concern Authority action or failure to act in accordance with or involving the Tenant's lease or Authority regulations which adversely affect the Tenant's rights, duties, welfare, or status;
 2. the grievance concerns matters in which the Authority is not required to provide an opportunity for a hearing;
 3. the decision conflicts with or contradicts federal, state, or local regulations or requirements;
 4. the decision conflicts with or contradicts HUD regulations or requirements; or
 5. the decision exceeds the authority of the person conducting the hearing.

The Authority shall be bound, unless it is determined that the Authority is not bound by the hearing officer's determination and the Authority sends a letter to the Tenant



within ten (10) business days of the hearing officer's notification to the Tenant. The letter shall include the Authority's reasons for the decision as stated above.

A decision by the hearing officer in favor of the Authority or which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Tenant may have to a trial de novo or judicial proceedings, which may thereafter be brought in the matter.

VIII. AUTHORITY EVICTION ACTIONS

If a tenant has requested a hearing in accordance with Section V on a complaint involving a notice of termination of the tenancy, and the hearing officer upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action in a state or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the Tenant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or by the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney's fees.



23.0 ADMINISTRATIVE FEE RESERVE

All expenditures from the Administrative Fee Reserve shall be made in accordance with the approved budget.

Any expenditure to be made against the HCVP Administrative Fee Reserve will require approval by the Board of Commissioners.

24.0 PROJECT BASED VOUCHER ("PBV") PROGRAM

GENERAL REQUIREMENTS

Overview

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20% of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance. Program requirements for attaching project-based voucher assistance to units are found at 24 C.F.R. 983, as amended November 19, 2007 regarding rents for low-income housing tax credit units) and otherwise (the Regulations). Repetition of or citation to any provision of the Regulations, or omission of any such repetition or citation, in this chapter is for convenience only; the Regulations fully apply. In the event of any inconsistency between the Regulations and this Administrative Plan, the Regulations govern.

HRHA will operate a PBV program using up to 20% of its voucher program budget authority. At least annually, HRHA will determine the number of vouchers needed for PBV program and reduce or discontinue the issuance of new tenant-based vouchers so that the necessary PBV assistance are made available through attrition. The decision to provide PBV assistance will be based on the extent to which such assistance will:

Upgrade and assure the long-term viability of the city's rental housing;

Increase or preserve the supply of affordable housing and location choices available to low income households; and

Promote the coordination and leveraging of housing resources.

Unless specifically prohibited by the PBV program regulations in accordance with 24 C.F.R. 983.2, policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

Relocation Requirements

See the Regulations, section 983.7.

Equal Opportunity Requirements



See the Regulations, section 983.8.

24.1 OWNER PROPOSAL SELECTION PROCEDURES

HRHA will select PBV proposals in accordance with the selection procedures in the HRHA Housing Choice Voucher Administrative Plan. Proposals will be selected in accordance with 24 C.F.R. 983.51. Before selecting a PBV proposal, HRHA will ensure that the PBV proposal complies with HUD regulations and requirements, including a determination that the property qualifies as eligible housing, complies with the cap on the number of PBV units per building (25%), and meets the site selection standards in accordance with the Regulations, section 983.57.

HRHA-Owned Units

A HRHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD approved independent entity reviews the selection process and determines that HRHA-owned units were appropriately selected based on the selection procedures specified in this Administrative Plan. If a property is HRHA-owned or controlled by HRHA, HRHA must identify the independent entity that will review HRHA's proposal selection process (unless HRHA will ask HUD to do this) and perform specific functions with respect to rent determinations and inspections.

Prohibition of Assistance for Certain Units

See Sections 983.53 and 983.54 of the Regulations.

Subsidy Layering

HRHA will provide PBV assistance in accordance with HUD subsidy layering regulation, 24 C.F.R. 4.13.

Cap on Number of PBV Units in Each Building

HRHA may not select proposals to provide PBV assistance for units in a building if the total number of dwelling units in the building that will receive PBV assistance during the term of the HAP contract is more than 25% of the number of dwelling units (assisted or unassisted) in the building.

In the following cases, PBV units are not counted against the 25% per building cap: 1) the units are in a building containing up to four units; or 2) the units are excepted units in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services. With respect to families receiving supportive services, see Section 12.6(h) below.

HRHA may attach PBV assistance for units in existing housing or rehabilitated housing developed under and in accordance with an agreement to enter into a HAP contract that was executed prior to the start of construction. A housing unit is considered an existing unit for



purposes of the PBV program if, at the time of notice of HRHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

HRHA will decide what housing type, rehabilitation or existing housing, will be used to develop PBV housing. The housing type must be reflected in the solicitation of proposals.

Site Selection Standards

HRHA's goal is to select sites for PBV housing that provide for de-concentrating poverty and expanding housing and economic opportunities. In complying with this goal, HRHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20% or less. HRHA may grant exceptions to the 20% standard when it is determined that the PBV assistance will complement other local redevelopment activities designed to de-concentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20%, such as:

- A census tract in which the proposed PBV development will be located in a HUD designated Enterprise Zone, Economic Community, or Renewal Community;
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization;
- A census tract whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
- A census tract where new market rate units are being developed where such market rates units will positively impact the poverty rate in the area;
- If the poverty rate in the area where the proposed PBV development will be located is greater than 20%, the PHA should consider whether in the past 5 years has been an overall decline in the poverty rate;
- A census tract where there are meaningful opportunities for educational and economic advancement.

For further requirements, see section 983.57 of the Regulations.

Environmental Review

See Section 983.58 of the Regulations.



Request for Proposal Process

(a) HRHA will advertise the availability of project-based vouchers in the Daily News Record and in other public locations identified in HRHA's Equal Opportunity Housing Plan as targeted to HRHA's minority communities. Proposals will be due no sooner than thirty days after the date of the initial advertisement.

The advertisement will contain summary information about the number of vouchers available; minimum requirements for proposed units; the types of housing to be used; the services - if any - to be provided by project sponsors; timeframes for the completion of any necessary construction or repairs, and for the availability of proposed units for occupancy by program families; the criteria that will be used to select proposals; and the deadline for proposals.

Prospective offerors will be directed to request a complete Request for Proposals (RFP) packet from HRHA. The packet will include the public notice, detailed information about the PBV program and the selection process, and any forms to be used or included with the proposal.

Proposals must be received by HRHA by the date and time specified in the RFP. Late proposals will not be accepted. Proposals may be mailed, sent by private delivery service, or hand-delivered to HRHA's administrative offices. Proposals submitted by fax or e-mail will not be accepted.

(b) Proposal Review and Selection

Within fifteen (15) working days of the proposal deadline, HRHA will review all proposals to determine whether proposed units meet HRHA's minimum requirements as stated in the RFP. Proposals that do not meet these minimum requirements will be deemed non-responsive. Proposals determined to be non-responsive will be rejected. Offerors will be notified in writing of the reason(s) that the units have been rejected. HRHA will not rate these proposals.

All units remaining in the selection pool will be inspected for compliance with HUD's Housing Quality Standards (HQS), and with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented at 24 C.F.R. 35, subpart H.

For existing units, HRHA will conduct an inspection and complete an inspection report identifying HQS deficiencies to be corrected prior to the execution of the HAP contract.

HRHA will use information submitted by the offerors and the results of the unit and/or site inspections and other reviews to rate all proposals in the selection pool. Proposals will be rated in accordance with the selection criteria and weighting to include site and unit characteristics, ownership and management experience, and feasibility of substantial rehabilitation project. Additional criteria established by HRHA may include, but are not limited to:

- Documented need for the proposed type of housing;
- Large bedroom sizes suitable for families with children;



- Type and quality of proposed supportive services;
- Extent to which the proposed development contributes to the distribution of affordable housing throughout the City and/or promotes the deconcentration of poverty;
- Long term affordability;
- Quality of management plan; and
- Public Purpose and benefit.

In no instance will HRHA make a commitment of PBV in excess of 20% of its voucher inventory.

Offerors of units will be promptly notified in writing that their proposals have been selected to receive project-based voucher assistance, subject to compliance with all HRHA and HUD requirements. The notifications will include the work items required to bring the units into compliance with HQS, and the unit rents proposed by HRHA. Offerors will be given ten (10) working days to advise HRHA whether they are in agreement with the terms and conditions proposed.

A notice will be published in the Daily News Record that a proposal has been selected.

Documentation will be available for public inspection regarding the basis for HRHA's selection.

Each application must be approved by the HRHA Board of Commissioners prior to entering into a HAP contract and prior to requesting a waiver from HUD, if needed.

24.2 DWELLING UNITS

Housing Quality Standards

See section 983.101 of the Regulations.

Housing Accessibility for Persons with Disabilities

See section 983.102 of the Regulations.

Inspecting Units

See section 983.103 of the Regulations.

24.3 REHABILITATED HOUSING

There are specific requirements that apply to PBV assistance for rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.



Housing selected for this type of assistance may not, at a later date, be selected for PBV assistance as existing housing.

In order to offer PBV assistance in rehabilitated units, the PHA must enter into an Agreement to Enter Into HAP Contract (AHAP) with the owner of the property. The AHAP must be in the form required by HUD [24 C.F.R. 983. 1 52(a)].

In the AHAP the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the AHAP, the PHA will enter into a Housing Assistance Payments (HAP) Contract with the owner for the contract units [24 C.F.R. 983.152(b)].

24.4 Housing Assistance Payments ("HAP") Contract

HRHA must enter into a HAP contract with an owner for units that are receiving PBV assistance in a form required by HUD. The purpose of the HAP contract is to provide housing assistance payment for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD.

Execution of the HAP Contract

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after the PHA selects the owner's proposal and inspects the housing units. For newly constructed or rehabilitated housing for HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreements to enter into HAP, and the owner furnishes all required evidence of completion. In the HAP contract, the owner certifies that the units have been completed in accordance with the Agreement.

For existing housing, the HAP contract will be executed within 10 business days of determining that all units pass HQS.

For rehabilitated housing, the HAP contract will be executed within 10 business days of determining that the units have been completed in accordance with the AHAP to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract

HRHA will enter into a HAP contract with an owner for an initial term of no less than one year and no more than ten years. The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis. HRHA may request that as part of the selection process, owners may agree to accept any extensions of the contract term that HRHA may offer or propose to agree to accept specific numbers of exceptions.



Within one year before expiration of the HAP contract, HRHA may extend the term of the contract for an additional term of up to five years if the HRHA determines an extension is appropriate to continue providing affordable housing for low-income families. When determining whether or not to extend an expiring PBV contract, HRHA will consider several factors including: 1) The cost of extending the contract and the amount of available budget authority; 2) The condition of the contract units; 3) The owner's record of compliance with obligations under the HAP contract and lease(s); 4) Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and 5) Whether the funding could be used more appropriately for tenant-based assistance.

Vacancy payment

HRHA may at its discretion agree to provide vacancy payments in the PBV Program for not to exceed two full months following the move-out month.

See Subpart E of the Regulation for further details regarding the HAP Contract.

24.5 Occupancy

With respect to initial occupancy of a PBV project, eligible in-place families must be placed on the HRHA's waiting list, referred to the owner, and given an absolute selection preference. If the in-place family is participating in the tenant-based program and that family is otherwise eligible for the PBV unit, the family can be admitted into the PBV program provided that it is willing to enter into a new one-year PBV lease for the unit. If the family is not willing to enter into a new lease, the family must use its voucher to locate other housing.

HRHA may utilize its Section 8 tenant-based assistance waiting list for PBV projects. In that case, an owner may refer applicants in writing to the Section 8 office. Once eligible families are referred to the Section 8 Department, they will be processed as any other Section 8 client. As previously explained in this Administrative Plan, the Section 8 application process is conducted through a point system.

Alternatively at HRHA's option, HRHA may maintain a separate waiting list for any PBV site. The PBV owner shall refer families to the HRHA for placement on the site-based list.

Cross-Listing on the Tenant-based Waiting List:

If the HRHA's tenant-based waiting list is open when a family is placed on a PBV site-based waiting list, the family also must be offered placement on the HRHA's tenant-based waiting list.

If the tenant-based waiting list is closed at the time a family is placed on a site-based PBV list and the family wishes to be on the tenant-based waiting list, the family must make a separate application for tenant-based assistance at such time as applications are being taken.



Placement on a PBV site-based list does not otherwise affect the family's placement on any other waiting list. A family may have a position on more than one waiting list.

Use of the Tenant-based Waiting List:

The HRHA must offer to place applicants who are listed on its tenant-based waiting list and who meet PBV requirements on a PBV site-based waiting list. The HRHA will maintain information regarding individual PBV projects.

The HRHA may, at any time, solicit interested families from its tenant-based waiting list for placement (cross-listing) on HRHA site-based PBV waiting lists.

Upon request of the owner, the HRHA may review its tenant-based waiting list and refer to the owner applicants who are disabled or who appear eligible for any special services provided at a particular project. If the owner agrees that a certain applicant family meets the unit criteria, and the family agrees to be placed on the site-based list, the HRHA shall place that family on the site's waiting list. For specific requirements regarding provision of preferences to disabled families who need services offered at a project, see the PBV regulations at 24 CFR 983.251(d).

Unit Criteria and Preferences:

The PBV owner must provide to HRHA any recommended criteria or preferences for occupancy of particular units and must publicly display such criteria or preferences (including the criteria for any excepted units) at the building site and at any location where applications are taken or processed. The HRHA must adopt any criteria and preferences for occupancy of particular units in writing, in advance of their display and use. Preferences must be provided in accordance with PBV regulations at 24 CFR 983.251.

Owner Procedures:

The owner must lease contract units only to eligible families referred by HRHA from the proper project's waiting list (or from the regular tenant-based voucher waiting list if there is not a site-based waiting list).

24.6 REFERRALS TO ACCESSIBLE PBV UNITS:

If an applicant or participant family in the tenant-based voucher program has need for an accessible unit because it contains a member with mobility impairment, the HRHA may refer the family to any PBV owner with a vacant accessible unit or an accessible unit that is not occupied by a person with disabilities that requires such a unit.



Filling Vacancies in Conjunction with Site-Based Waiting Lists:

Normally the owner will notify the HRHA of any vacancy and the HRHA will refer to the owner families from HRHA's site-based waiting list (or from the regular tenant-based voucher waiting list if there is not a site-based waiting list). If there are no families on the site-based waiting list, the owner shall either refer a client to the HRHA for placement on the site-based waiting list and determination of eligibility, or ask the HRHA to solicit families from its tenant-based waiting list for placement on the site-based list.

Offer of PBV Assistance

1) Refusal of Offer

HRHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

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

Deny an admission preference for which applicant qualifies; Change the applicant's place on the waiting list based on preference, date, and time application, or other factors affecting selection under the PHA's selection policy;

Remove the applicant from the tenant-based voucher waiting list.

2) Disapproval by Landlord/Owner

If a PBV landlord/owner rejects a family for admission to the owner's unit, such rejection may not affect the family's position on the tenant-based voucher waiting list.

3) Acceptance of Offer

(i) Family Briefing

When a family accepts an offer for PBV assistance, HRHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family an owner. In addition to the oral briefing, HRHA must provide a briefing packet that explains how the HRHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

(ii) Persons with Disabilities

Refer to Section 3.2: Admissions and Occupancy Policies.

(iii) Persons with Limited English Proficiency



Refer to Section 3.27: Admissions and Occupancy Policies.

(b) Owner Selection of Tenants

The landlord/owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low income families and reasonably related to program eligibility and an applicants ability to fulfill their obligations under the lease. The landlord/owner must promptly notify HRHA, in writing, on any rejected applicant and the grounds for the denial.

1) Leasing

During the term of the HAP contract, the owner must lease contract units to eligible families that have been approved by HRHA. The contract unit leased to the family must be leased in the appropriate size unit of the family, based on HRHA's subsidy standards.

The tenant must have a legal capacity to enter a lease under state and local law. The tenant and the landlord/owner must enter into a written lease agreement that is signed by both parties. If a landlord/owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenancy, except that the lease must include a HUD-required tenancy addendum. If the landlord/owner does not use a standard lease for rental to unassisted tenants, the owner may use another form of lease, such as HRHA's model lease. HRHA will review the landlord/owner's lease to determine if the lease complies with state and local law. If HRHA determines that the lease does not comply with state or local law, HRHA will deny the approval of tenancy.

The term of the lease must be for at least one year. Upon the expiration of the lease, the landlord/owner may renew, refuse to renew the lease for "good cause", or refuse to renew the lease without good cause. If the landlord/owner refuses to renew the lease without good cause, HRHA must provide the family with tenant-based voucher and remove the unit from the PBV HAP contract.

If the tenant and landlord/owner agree to any change in the lease, the change must be writing, and the owner must immediately give HRHA a copy of all changes. The landlord/owner must notify the PHA in advance of any proposed change(s) in the lease regarding allocation of utility responsibility. This change must be approved by HRHA. HRHA must re-determine reasonable rent, in accordance to program requirements.

2) Filling Vacancies

The landlord/owner must promptly notify HRHA of any vacancy or expected vacancy in a contract unit. HRHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

3) Reduction in HAP Contract Units Due to Vacancies



If any contract units have been vacant for 120 or more days since the landlord/owner have given notice to HRHA, HRHA may give notice to the landlord/owner amending the HAP contract to reduce the number of contract units by subtracting the number of units, based on bedroom size

(c) Tenant Screening

1) HRHA Responsibility

HRHA is not responsible or liable to the landlord/owner or any other person for the family's behavior or suitability for tenancy. HRHA is responsible for determining eligibility based on applicant's income and arrest record.

HRHA must provide the landlord/owner with the family's current and prior address (as shown in HRHA's record) and the name(s) and addressees (if known by HRHA) of the family's current and previous landlords.

HRHA may also provide the owner other information about the family, including: the tenancy history of family members or any drug related, violent criminal or other criminal activity by any family members.

HRHA must provide the applicant a description of HRHA policy on providing information to owners. HRHA must also provide the same type of information to all owners.

2) The owner is responsible for screening and selection of the family to occupy the landlord/owner's unit. When screening families the landlord/owner may consider a family's background with respect to the following factors:

Payment of rent and utility bills;

Caring for a unit and premises;

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

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

Compliance with other essential conditions of tenancy.

(d) Moves

1) Overcrowded, Under-Occupied, and Accessible Units

If HRHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, all the unit is needed by a family that does require the features, HRHA must promptly notify the family and the



landlord/owner of this determination and offer the family the opportunity to receive continued housing assistance in another unit.

If HRHA offers the family a tenant-based voucher, HRHA must terminate the housing assistance payments for a wrong-sized or accessible unit at the term of lease.

If HRHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move-out of the PBV unit within a reasonable time as determined by HRHA, or both, HRHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period determined by HRHA.

2) Family Right to Move

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of the notice to vacate to HRHA. If the family opts to move with continued tenant-based assistance, the family must contact HRHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, HRHA is required to offer the family the opportunity for continued tenant based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, HRHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

(e) Tenancy/Terminations

The landlord/owner will follow HUD regulations regarding assisted tenancy and terminations.

(f) Utility Allowances

The utility allowance schedule used for the PBA Program will be the same as is used for the Section 8 Housing Choice Voucher Program. Revised schedules will be implemented at the time of client re-examination.

(g) Excepted units for families receiving supportive services

The following provisions are applicable to excepted units not counted against the 25% per building cap because they are specifically available for families receiving supportive services.



In addition to HRHA or HRHA-approved FSS programs, supportive services that can meet the supportive services requirement for an excepted unit include but are not limited to:

1. Education counseling-referral to education resources
2. Job readiness and referral to workforce centers
3. Financial fitness education referral
4. Homeownership referral
5. Referral to support services including but not limited to disabled services, medical/dental services, food banks, nutrition programs, transportation, mental health and substance abuse programs , etc.
6. Maintain up to date Referral Manual to Supportive Services in the Metro Area

1) Extent of supportive services:

The owner must provide the following:

1. Development of an Individual Development Plan (IDP) for at least one family member. The IDP is required document to assist the client in the accomplishment of goals that will lead to self-sufficiency or to acquire needed support services.
2. Complete a Support Service Contract of participation for each client
3. Maintain monthly contact with each client with documentation in files to measure progress in reaching goals
4. Provide to HRHA a report due on the January 15 annually summarizing support services provided to eligible clients

The supportive services may be provided directly by the owner or by independent agencies. The type of supportive services to be provided shall be indicated in the PBV Contract. In an enforceable attachment to the PBV Contract, the owner must specify the type of supportive services to be provided, the frequency with which they will be provided and, if appropriate, a time frame by which the family must complete the supportive service requirements. The supportive services to be provided must be significant to meet the supportive service requirement. The HRHA must approve the level of effort and frequency of services to be provided.

The owner must provide documentation of a family's continued participation in supportive services until such time as the family meets its supportive services requirement.



24.7 STATEMENT OF FAMILY RESPONSIBILITY:

If a family will be provided FSS services, the family must complete an FSS Contract of Participation.

If a family will be provided other than HRHA FSS services, the head of household and the owner or owner's representative must sign a supportive services statement of family responsibility that is approved and counter-signed by the HRHA.

The statement of family responsibility will indicate what supportive services will be provided to the family, which family members must participate in the supportive services and the degree and length of participation required. The family and owner will, by signing the statement of responsibility, acknowledge that failure to meet the supportive service requirements will result in termination of the family's participation in the Section 8 program.

3) Monitoring supportive services:

1. HRHA will conduct an annual audit of client files to assess social service compliance.
2. HRHA will notify the Contractor of any deficiencies with a timeframe for correction.
3. HRHA will cancel PBV Contract for non-compliance as needed.

24.8 OWNER FAILURE TO PROVIDE SUPPORTIVE SERVICES:

If the owner fails to meet the supportive service requirements of the PBV Contract, the HRHA shall allow the owner 60 days to reinstate the required services. If the services are not reinstated within 60 days, the HRHA shall terminate the PBV Contract for the excepted units upon 60 days notice to the owner.

24.9 CHANGE IN SUPPORTIVE SERVICE REQUIREMENTS:

The owner may negotiate with the HRHA to change the supportive service requirements of an ongoing contract through a contract amendment, but the owner must continue to meet the requirements of the Extent of Supportive Services stated in paragraph (h) 1) above.



Family's Failure to Meet Supportive Service Requirements:

If a family residing in an excepted unit fails without good cause to fulfill its supportive services requirement, the family shall be terminated from the PBV program. The family shall receive the normal opportunity to request an informal hearing and receive a decision prior to any such termination. HRHA may require that the owner attend the hearing.

The HRHA shall notify the owner of its intention to terminate the family at the same time it notifies the family.

If the family is terminated due to its failure to meet supportive service requirements, the family shall not be provided tenant-based assistance. Any existing application for tenant-based assistance will remain on file and will be processed in normal sequence.

24.10 EXCEPTED UNITS AND SUBSTITUTION POLICY

If a family while a resident of an excepted unit received FSS or other supportive services in accordance with the owner's and HRHA's policy and the PBV Contract and the family completes the FSS or other supportive services requirements, the family may remain in the excepted unit. For as long as the family remains in the unit, the unit shall be counted as an excepted unit under the terms of the PBV Contract.

If the family no longer meets the criteria for a "qualifying family," that is, if the family does not complete the FSS contract of participation or the family fails to meet its supportive services requirement as set forth in the supportive services statement of family obligations, or if the remaining members of a family no longer qualify for elderly or disabled family status, the HRHA shall require the family to vacate the unit within 60 days and shall provide a copy of this notice to the owner. The family is not eligible for a tenant-based voucher.

The HRHA also will provide 60 days' notice to the family and the owner of its intention to terminate PBV assistance for the family and the unit, provided that the HRHA may provide housing assistance payments for an additional 60 days if the reason the family no longer meets the definition of a "qualifying" family is not the fault of the family. If the family still remains in the unit after the HAP has been terminated, the HRHA shall notify the owner of its intent to remove



the unit from the PBV Contract by contract amendment. The removal shall take effect promptly after termination of the housing assistance payments.

24.11 Determining Rent to Owner; Payments to Owner

See Subparts G and H of the Regulations.

25.0 NO SMOKING POLICY

All of the terms and provisions of this No Smoking Policy are specifically made a part of the Lease and Handbook for the property known as _____.

Scope: This policy applies to any and all persons living in Harrisonburg Redevelopment and Housing Authority (HRHA) properties, including residents, their guests and visitors, and to all persons entering HRHA properties, including contractors and employees.

Purpose: HRHA desires to mitigate:

- a. The irritation and know health effects of secondhand smoke;
- b. The increase maintenance, cleaning, and redecorating costs caused by smoking and it effects;
- c. The increased risk of fire from smoking; and
- d. The higher cost of fire insurance for a non-smoke free building.

Definitions:

1. "Smoking" is defined as inhaling, exhaling, breathing, or carrying any lit cigar, cigarette, pipe, or other tobacco or other substances or similar products, in any manner and in any form. Smoking also includes use of an electronic cigarette and vapor products.

2. The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the uses as he or she simulates smoking. The term shall include such devices, whether they are manufactured or referred to as cigarettes, cigars, pipes, or under any other similar products name.

3. "Common areas" are all areas open to the public, including, but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, parking area, and any other area of the building that is accessible to residence, guests, and employees.



Policy:

1. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant's household have been designated as a smoke-free living. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or in the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental community. Tenant shall not permit any guests or visitors under control of tenant to do so. As such, smoking is not permitted anywhere on the premises, including, but not limited to:

- a. Any dwelling unit, including, but not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, unit entryway areas, and leased exterior spaces; or
- b. In the common areas of any HRHA building, community, common area, or facility.

2. **Notice.** HRHA staff shall inform current residents, new applicants on a waiting list, employees, and contractors of this new policy. HRHA staff shall also post "No Smoking" signs at entrances and exits, common areas, common hallways, etc., and enforce compliance with this policy. All HRHA properties will be designated and marketed as smoke-free.

3. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenants shall inform Tenants' guests of the no-smoking policy. Further, Tenants shall promptly give the landlord a written statement of any incident where tobacco or other smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit or any observed violations of this policy by other tenants.

4. **Landlord Not a Guarantor of a Smoke-Free Environment.** Tenant acknowledges that HRHA's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. HRHA shall take all reasonable steps to enforce the smoke-free terms of its leases and to make its properties smoke-free. HRHA is not required to take steps in response to smoking unless it knows of such smoking and has been given written notice of the smoking violation. HRHA relies on tenants to assist in the compliance with this policy.

5. **Effect of Breach and Right to Terminate Lease.** A material breach of the Lease Addendum and Smoke-Free Policy shall be a material breach of the Lease and grounds for immediate termination of the Lease. Tenants shall be financially responsible for restoring the unit back to rentable condition if they smoke or allow their guests to smoke in their unit, causing damage above normal wear and tear.

6. **Disclaimer.** Tenant acknowledges that HRHA's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that HRHA or the managing agent would have to a tenant household to render buildings and premises designated as smoke free in a safer, more



habitable, or improved in terms of air quality standards than any other rental premises. HRHA specifically disclaims any implied or express warranties that the building, common areas, or tenants' premises will have any higher or improved air quality standards than any other rental property. HRHA cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that HRHA ability to police, monitor, and/or enforce the provisions of the Lease Addendum and Smoke Free Policy is dependant in significant part upon voluntary compliance by Tenants and Tenants' guests, as well as reporting by Tenants of observed violations. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that HRHA does not assume any higher duty of care to enforce this Lease Addendum or Smoke Free Policy than any other landlord obligation under the Lease.

7. **Effect on Current Tenants.** Tenants acknowledge that current tenants residing in HRHA properties under a prior lease will not be immediately subject to the Smoke Free Policy. As current tenants move out or enter into new leases or renew leases, the smoke-free policy will become effective for their unit and new lease.

8. **Violation of Policy.** Tenants acknowledge and agree that failure to comply with the terms of the Lease Addendum and/or Smoke Free Policy shall be cause for lease enforcement action, including eviction.

26.0 Violence Against Women and Reauthorization Act (VAWA) Policy

Scope: This policy applies to any and all persons living in properties owned by the Harrisonburg Redevelopment and Housing Authority and its affiliates, including without limitations, Franklin Heights, LLC, collectively referred to herein as HRHA.

Purpose: HRHA's policy relating to domestic violence is being amended to include the provisions of the Violence Against Women and Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 implemented several key changes relating to housing protections for victims of domestic violence, dating violence, sexual assault, or stalking, which shall be incorporated into the Lease.

Policy relating to VAWA Protections:

1. VAWA 2013 expands housing protections to victims of sexual assault. VAWA 2013 expands protections relating to the prohibition of terminating assistance because of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 expands the notification requirements. VAWA 2013 also expands the forms of documentation a victim may provide, and provides that the victim is required



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

2. HRHA will not consider an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the Lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
3. Criminal activity directly relating to abuse, engaged in by a member of Tenant's household, or any guests or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an affiliated individual of the Tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 defines "affiliated individual" as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in *loco parentis*, or any individual, tenant, or lawful occupant living in the household of that individual.
4. Notwithstanding any restrictions on admission, occupancy, or termination of occupancy or assistance, or any federal, state, or local law to the contrary, HRHA may bifurcate a lease, or otherwise remove a household member from the lease, without regard to whether a household member is a signatory to the lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the housing choice voucher program, as applicable. If bifurcation occurs, and the removed Tenant or lawful occupant was the sole Tenant eligible to receive assistance under a covered housing program, HRHA shall provide any remaining Tenant the opportunity to establish eligibility for the covered housing program. If the remaining Tenant cannot establish eligibility, HRHA shall provide the Tenant a reasonable time to find new housing or to establish eligibility under another covered housing program.
5. Nothing in this policy may be construed to limit the authority of HRHA, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or



possession of property among the household members in cases where a family breaks up.

6. Nothing in this policy limits any otherwise available authority of HRHA to evict or terminate assistance to a Tenant for any violation of a lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that HRHA will not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
7. Nothing in this policy may be construed to limit HRHA's authority to evict or to terminate the assistance to any Tenant if HRHA can demonstrate an actual and imminent threat to other Tenants or those employed at or providing services to HRHA's properties if the Tenant is not evicted or terminated from assistance. An actual and imminent threat consists of physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time, before the potential harm would occur. In this context, words, gestures, actions, or other indicators will be considered an actual imminent threat if they meet the standards provided herein.
8. Nothing in this policy shall be construed to supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
9. HRHA may request in writing that the victim or a family member on the victim's behalf certify that the individual is a victim of abuse. The certification of domestic violence, dating violence, sexual assault, or stalking can be documented as detailed on form HUD-50066, and acceptable forms of documentation also includes records from an administrative agency or a mental health professional. The certification must be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA 2013. Forms and further information are available from HRHA. Failure to provide a certification or other supporting documentation within the specified time frame may result in eviction. VAWA 2013 provides that the victim is required to provide the name of the perpetrator on the HUD-50066 only if the name of the perpetrator is safe to provide and is known to the victim.



10. HRHA shall provide notice of rights under VAWA 2013 when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits.
11. In case of any conflicts between the provisions of this Policy and other sections of the Lease and/or Handbook, the provisions of this policy shall prevail.
12. Tenants who are actual or imminent victims of domestic violence shall be permitted to transfer upon request to another available and safe dwelling unit or to a dwelling unit assisted under HRHA.