

# HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY

## ADMINISTRATIVE PLAN

HOUSING CHOICE VOUCHER PROGRAM

*FY 2018 - DRAFT*



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## **SECTION 1: OVERVIEW OF THE HCVP ADMINISTRATIVE PLAN**

### **1.1 STATEMENT OF POLICIES AND OBJECTIVES**

#### **1.1.1 MISSION AND 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; and
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 the 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 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 AP will be approved by the HRHA Board of Commissioners 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 the AP, HUD regulations will have precedence.

### **1.2 PRIVACY RIGHTS**

Applicants and participating families 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.

HRHA updates the AP as needed. Substantive changes to the AP require approval of HRHA’s Board of Commissioners. Technical and clarification changes do not need Board approval.

#### 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 HRHA, and
3. All employees of HRHA are prohibited from participating in the HCVP as a landlord.

#### 1.4 ADMINISTRATIVE PLAN TERMINOLOGY

Abbreviation or Synonym	Expanded Term
Applicant	HCV Applicant; 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 “handicap” 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



## SECTION 2: ABOUT HRHA

### 2.1 LEGAL JURISDICTION

HRHA was established in 1955 under State legislation.

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 HRHA's HCV Program will be expanded accordingly. See the Portability section for a more detailed discussion of the HRHA's portability policies.

### 2.2 HCVP ROLES AND RESPONSIBILITIES

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

- Executive Director
- Occupancy Specialist
- Construction/Facilities Manager
- HCV Manager
- HQS Inspector
- Family Self-Sufficiency
- Finance Director
- HCV Specialist
- Receptionist

#### 2.2.1 MANAGEMENT ROLES

##### 2.2.1.1 Executive Director

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

##### 2.2.1.2 HCV 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 HRHA, 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 HRHA
  - ♦ 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

#### **2.2.1.3 Finance Director**

- Manages program finances

#### **2.2.1.4 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

#### **2.2.1.5 Housing Operations Manager**

- Conducts HQS QC inspections

### **2.2.2 HCVP SUPPORT POSITIONS**

#### **2.2.2.1 HCV 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 HRHA
  - ◊ 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

#### **2.2.2.2 *Occupancy Specialist***

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

#### **2.2.2.3 *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

#### **2.2.2.4 *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

#### **2.2.2.5 *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

## **SECTION 3: FAIR HOUSING AND EQUAL OPPORTUNITY**

### **3.1 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 HCV Program.

To further its commitment to full compliance with applicable Civil Rights laws, HRHA will provide Federal/State/local information to HCV applicants and participants regarding discrimination and any recourse available during the family briefing session. All applicable Fair Housing information, including complaint forms, will be made a part of the HCV 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 STATEMENT OF FAIR HOUSING POLICY AFFIRMATIVE ACTIONS**

HRHA will comply with the affirmatively furthering fair housing requirements of 24CFR Part 903.7(o)-the PHA Plan Rule by:

- 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.



- Examining its programs or proposed programs;

HRHA 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.

HRHA 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.

### **3.2 REASONABLE ACCOMMODATIONS**

HRHA is dedicated to ensuring that persons with disabilities have equal opportunity to enjoy the benefits of HRHA programs, services and activities. A person with a disability may request that HRHA change an existing rule, policy, practice, or service, if it is necessary for them to have the opportunity to participate in, and benefit from, a program or activity. 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.

Reasonable accommodations that may be appropriate for a particular program and person may be found to be inappropriate for another program or individual. Decisions to approve or deny requests for reasonable accommodations shall be made on a case-by-case basis



with the consideration of the disability and the needs of the person as well as the nature of the program or activity in which the person seeks to participate.

Because disabilities are not always apparent, HRHA will ensure that all applicants and participants are aware of the opportunity to request reasonable accommodations.

### 3.2.1 EXAMPLES OF HCV PROGRAM REASONABLE ACCOMMODATIONS

Examples of HCVP reasonable accommodations may include, but are not limited to:

- Allowing a live-in aide for a disabled participant to reside in an appropriately sized housing unit;
- Making documents available in larger type, computer disc or Braille;
- Providing an additional bedroom for a disabled family member's medical equipment;
- Providing qualified sign language interpreters for applicants and program participants at HRHA appointments;
- Permitting an outside agency or family member to assist an applicant, resident or program participant with a disability in meeting screening criteria or meeting essential lease obligations; and
- Permitting requests for voucher extensions if there is a difficulty in locating a housing unit with suitable accessible features or that is otherwise appropriate for the family that has a family member with a disability.

### 3.2.2 HOW TO REQUEST AN ACCOMMODATION

A reasonable accommodation can be requested at any time.

- A "Reasonable Accommodation Request" form must be completed and submitted.
- The form is available at the main HRHA office at 286 Kelley Street, Harrisonburg, VA 22802.
- If the person with a disability is unable to submit a request in writing, HRHA will assist the individual to put the request on the written form; all requests must be in writing.
- An additional form must be submitted for requests pertaining to an extra bedroom and/or a live-in aide. This form will collect details including the need for the bedroom and/or live-in aide, and specific information to be used to determine if the identified live-in aide is eligible (see Section 6.3.2 for live-in aide policy and Section 10.1.1 for exceptions to occupancy standards.)

### 3.2.3 VERIFICATION OF DISABILITY AND NEED FOR ACCOMMODATION

- The person making the request must be a person with disabilities.
  - ♦ The reasonable accommodation definition of disability differs 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.
- There must be a disability-related need for the requested accommodation.
  - ♦ 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.
- Medical Verification: The disabled person must identify a medical doctor or licensed health care professional on the request who is currently providing care to the individual and is able to provide such documentation. HRHA will contact this provider as needed. HRHA will not inquire as to the specific nature or extent of the disability. If verification is not received within 30 days of being requested, the request will be closed.
- Frequency of Requests: Requests for a reasonable accommodation must generally be resubmitted on an annual basis. This usually occurs at the time of recertification. HRHA reserves the right to review facts and circumstances of any reasonable accommodation and determine whether the situation warrants annual resubmission of the request.
- Intermittent Overnight Assistance: Occasional, intermittent, multiple or rotating caregivers do not meet the definition of a live-in aide (see Section 6.3.2). Requests for regular or periodic overnight visits by family members or others to assist with the activities of a disabled persons will be considered as a request for a waiver of the visitor policy's 14-day maximum overnight per year. HRHA may require the family to provide the names and anticipated frequency of overnight guests, along with verification (such as a driver's license) to document that they have a separate, permanent address.

### 3.2.4 HRHA REVIEW

The HCV Manager will review the request.

- If additional information or documentation is required, the HCV Manager will notify the requester. If the required information is not received within 10 business days, the request will be closed.

The HCV Manager will consider the following factors:

1. Is the disability either apparent or verified by a medical professional?
2. Is the accommodation necessary in relation to the person's disability, as apparent or verified by a medical professional?
3. 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.

4. 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.

### 3.2.5 DETERMINATION

The family will be notified in writing whether their request is approved or denied.

Notifications of approved reasonable accommodation requests will be forwarded to the appropriate staff to implement the accommodation.

Notifications of denied reasonable accommodation requests will provide information on the procedures for appealing the determination. Requests to appeal as part of an informal review or hearing must be submitted in writing, to the attention of the Executive Director, within 10 business days.

If an alternative accommodation is available, HRHA will offer the requester the alternative accommodation. The requester has 10 business days to accept the alternate accommodation.

Approval of a live-in aide does not specify approval of a specific person. See HRHA policy on eligibility of a live-in aide in Section 6.3.2.

### 3.2.6 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.

## SECTION 4: 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. HRHA'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 HRHA's Housing Choice Voucher Programs. Those efforts will include, but are not limited to, the following types of activities:

- Informing participating property owners of HRHA'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, HRHA 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. As needed, HRHA will utilize a translation service to assist with meetings and phone calls to serve families in their requested language.

### **SECTION 5: 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.

## **5.3 SEMAP REPORTING**

### **5.3.1 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.

### **5.3.2 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.

### **5.3.3 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.

## **5.4 QUALITY CONTROL**

HRHA will follow HUD-defined sample size requirements for SEMAP Quality Control (QC) for Indicators 1, 2, 3, 5, and 6 as 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.

## **SECTION 6: ELIGIBILITY FOR ADMISSION**

### **6.1 ELIGIBILITY FACTORS AND REQUIREMENTS**

In accordance with HUD-defined eligibility criteria, an applicant must meet each of the following five requirements in order to be eligible for assistance:

1. Meet the definition of a "family";
2. Be within the defined income limits;
3. Furnish valid Social Security Numbers (SSNs) for all family members;
4. Furnish a Declaration of Citizenship or Eligible Immigrant Status and verification when required; and



## 5. Sign appropriate consent authorization documents

Additionally, HRHA will deny admission if the applicant fails to meet other criteria for admission detailed in Section 6.7, or fails to meet specified criteria regarding drug abuse and other criminal activity detailed in Section 6.8.

## 6.2 DEFINITION OF FAMILY

HCV Program applicants must qualify as a family. HRHA defines a family as a single person or a group of persons, as defined below:

- A child who is temporarily away from home due to placement in foster care is considered a member of the family (see Absence Policy in Section 10.5).
- 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.
- Children who are subject to a joint custody agreement will be included if they are in the household at least 51% of the time. HRHA will follow directives outlined in court orders when available. Children who are in the household less than 50% of the time will not be included on the voucher, but will be exempt from the visitor policy so long as the household submits a written request to both HRHA and the landlord.

### 6.2.1 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

### 6.2.2 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

### 6.2.3 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

### 6.2.4 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 (defined in the Verifications section) over a period of time (not less than one year)
- When families consisting of two families living together, (such as a mother and father, and a daughter with her own husband or children), apply together as a family, they will be treated as a one-family unit. HRHA does not permit the addition of a family to an existing voucher-assisted household; see the Change in Family Composition section.

### 6.2.5 SINGLE PERSON FAMILY

A person who lives alone, or intends to live alone, who is not:

- An elderly person
- A near-elderly person
- A disabled person

#### 6.2.5.1 Targeted HCV Singles

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

## 6.3 FAMILY COMPOSITION – DEFINED MEMBERS

### 6.3.1 HEAD OF HOUSEHOLD

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.



### 6.3.2 LIVE-IN AIDE

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 wellbeing of the elderly, handicapped or disabled family member as part of an approved reasonable accommodation request (see Reasonable Accommodation section)
- Is not obligated for the support of the elderly or disabled member (i.e., no shared bills or expenses)
- Would not be living in the unit except to provide care of the elderly or disabled family member (cannot have been a prior member of the assisted family)

Relatives are not automatically excluded from being aides, but must meet the definition described above. Any live-in aide must be able, upon request, to submit supporting documentation to verify that they meet the above definition, including proof and/or certification of separate finances, and documentation that the aide has or has left a prior residence in good standing (i.e., they are not being added to the household due to their own need).

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

Live-in aides' income will not be counted for purposes of determining eligibility or rent.

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 disabled. The verification must include:

- The duration (long-term/short-term) the care will be provided;
- Daily hours and level of care (i.e., 24/7, overnight, etc.)
- Skill level or qualifications/training needed to meet the participant's needs

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

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

Occasional, intermittent, multiple or rotating caregivers typically do not meet the definition of a live-in aide.

### 6.4 INCOME LIMITATIONS

In order to be eligible, an applicant must meet one of the following income categories:



- Extremely Low Income: Income does not exceed the higher of 30% of the HUD-established area median income for the Harrisonburg/Rockingham Metropolitan Statistical area, as published in the Federal Register, or the federal poverty level established by the U.S. Department of Health & Human Services
  - At least 75 percent of families admitted to HRHA's HCV program from the waiting list during HRHA's fiscal year must be extremely low income families, as verified in accordance with the Verification section.
- Very Low Income: Income does not exceed 50% of the HUD-established area median income for the Harrisonburg/Rockingham Metropolitan Statistical area, as published in the Federal Register
- Low-Income and "continuously assisted" under the 1937 Housing Act: Income does not exceed 80% of the HUD-established area median income for the Harrisonburg/Rockingham Metropolitan Statistical area, as published in the Federal Register. 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 HCV Program.

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

## 6.5 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.
  - If the individual is under 18, the certification must be executed by his or her parent or guardian.
  - 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.

## 6.6 CITIZENSHIP

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.

## 6.7 OTHER CRITERIA FOR ADMISSION

To be eligible for the HCV Program, an applicant must meet the following criteria:

- The family's 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.
- Any outstanding debt owed to HRHA or another PHA on any previous tenancy for public housing or HCV must have been paid
  - ♦ 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 cannot be a member, officer, or employee of HRHA who formulates policy or influences decisions with respect to federally funded rental assistance programs or a public official or a member of the local governing body or member of Congress
- In accordance with 24 CFR §5.612, HRHA cannot assist anyone who is enrolled as a student at an institution of higher education; is under 24 years of age; is not a veteran of the U.S. military; is unmarried; does not have a dependent child; is not disabled; and is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 act.
- Family must meet HRHA screening standards for drug abuse and other criminal activity, as detailed below.

## 6.8 DRUG-RELATED AND OTHER CRIMINAL ACTIVITY

To be eligible for admission to the HCV Program, the family must meet HRHA screening standards regarding drug abuse and other criminal activity.

This policy applies to all members of an applicant family, and to any new members being added.

HRHA will prohibit program admission as follows:

- 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
- Three Years from Eviction Date: Families who have been evicted from federally assisted housing for engaging in drug-related criminal activity
- If HRHA determines that any family member is currently engaging in illegal drug use
- If the applicant is currently engaging in drug-related or violent criminal activity
- If the applicant has engaged in drug-related or violent criminal activity as follows:
  - ♦ Arrested at least twice within a 12-month period prior to admission; or
  - ♦ Convicted within the 60 months prior to admission
- Definitions:
  - ♦ Drug-related activity:
    - 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.
- HRHA may waive requirements regarding drug-related criminal activity 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
- ♦ 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

## 6.9 APPLICANT AND NEW MEMBER SCREENING

HRHA is responsible for verifying HCV Program eligibility requirements as defined in this document, and will perform a background check on all adults age 18 and over, including live-in aides, prior to admission and for new adults being added to the household, to determine eligibility with program requirements.

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.

### **6.9.1 SUITABILITY OF TENANTS**

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.

### **6.9.2 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 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.

## **SECTION 7: WAITING LIST ADMINISTRATION**

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 describe how HRHA selects HCV applicants from the waiting list. This section includes:

- Applications
- Preferences
- Weights and rankings assigned to those preferences
- Selection procedure
- Procedures for opening and closing the waiting list



- Circumstances under which applicants will be removed from the waiting list

## 7.1 OVERVIEW OF THE APPLICATION PROCESS

New applications are accepted only when the Waiting List is open. At a minimum, the status of the Waiting List will be conspicuously posted:

- At or near the HRHA public entrance at 286 Kelley Street, Harrisonburg, VA 22802
- On the 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 SPECIAL PROVISIONS FOR THE USE OF TARGETED VOUCHERS

HRHA will adhere to current HUD guidance regarding 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.

## 7.3 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 a 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.



### 7.3.1 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"> <li>• A family whose head, spouse, or sole member is a person who is at least 62 years of age</li> <li>• Two or more persons who are at least 62 years of age living together</li> <li>• One or more persons who are at least 62 years of age living with one or more live-in aides</li> </ul> <p>A disabled family must meet any one of the following criteria:</p> <ul style="list-style-type: none"> <li>• A family whose head, spouse, or sole member is a person with disabilities</li> <li>• Two or more persons with disabilities living together</li> <li>• One or more persons with disabilities living with one or more live-in aides</li> </ul>	20
High Rent Burdened	Rent and utility payments are equal to or greater than 50% of the family's income.	20
Displaced Family	Involuntarily Displaced: Individuals or families displaced by governmental 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
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



Preference	Definition	Points
Working	Employed applicants are employed at least 20 hours per week or are receiving income based on their inability to work.	20
Live / Work in the Jurisdiction	Currently living and/or 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
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"> <li>• 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)</li> <li>• An institution that provides a temporary residence for individuals intended to be institutionalized</li> <li>• A public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.</li> </ul> <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
Veteran	Any currently serving or honorably discharged member of the U.S. Armed Forces listed as the head of household, spouse, or co-head, or a surviving spouse.	15
Upwardly Mobile	<p>Head of household, spouse or sole member is:</p> <ul style="list-style-type: none"> <li>• Attending School full-time</li> <li>• Attending a certified General Equivalency Diploma (GED) program</li> <li>• Participating in a verifiable job training program</li> </ul>	5

\* Special HUD approval received to allow for this preference, which is time limited consistent with HUD's approval



## **7.4 WAITING LIST PROCEDURES**

### **7.4.1 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.

### **7.4.2 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.

### **7.4.3 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.

- ♦ The notice will contain:
  - The dates, times locations, and how families may apply
  - The programs for which applications will be taken
  - A brief description of the program
  - Limitations, if any, on who may apply
- ♦ The notices will provide potential applicants with information that includes:
  - HRHA's address and telephone number
  - How to submit an application
  - Information on eligibility requirements





- The availability of local preferences
- ♦ Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline.
- ♦ 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 Termination of Assistance chapter of this AP.

#### **7.4.4 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.

#### **7.4.5 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.

#### **7.4.6 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.

### **SECTION 8: ADMISSION PROCESS**

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



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)

### **8.1 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

### **8.2 INFORMATION GATHERING (IG)**

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.

#### **8.2.1 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.

#### **8.2.2 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.

### **8.3 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.

#### **8.3.1 VERIFICATION OF PREFERENCES**

Upon entry into the VFD phase, 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.

#### **8.3.2 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

### **8.3.3 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.

## **SECTION 9: VOUCHER ISSUANCE**

The number of vouchers 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 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.

### **9.1 TERM OF THE VOUCHER**

The initial term of the voucher is 60 days and is stated on the voucher form. The start date of the voucher will be the date the voucher is provided to the applicant or participant. HRHA will maintain a register of issued vouchers to track the term of the voucher.

#### **9.1.1 VOUCHER EXTENSIONS**

HRHA may grant one or more 60-day extensions of the term. The initial term plus any extensions will never exceed 180 calendar days from the initial date of issuance.



The family must request an extension in writing prior to the expiration date, in accordance with the instructions on HRHA's Voucher Extension Request form. A copy of the form is included in the family's briefing packet.

HRHA may require families to include a statement of the efforts they have made to find a unit; families should document their search efforts. If documentation of effort is required to support the extension request, HRHA will provide a form for recording search efforts to the family.

If funding is still available, and HRHA has reason to believe that the additional time will allow the family to successfully find a unit, and/or the request is related to a reasonable accommodation of a disability, the request may be approved, if it has been submitted in accordance with HRHA instructions.

**9.1.2 TOLLING TIME**

From the date a family submits a request for tenancy approval (RFTA) until they are notified by HRHA whether it is approved or denied, the term of the voucher is suspended. If a RFTA is denied, the voucher term is extended for the period it was suspended.

**9.2 HRHA BRIEFING OF NEW VOUCHER FAMILIES**

In accordance with 24 CFR §982.301, HRHA conducts briefing sessions with all new families selected to participate in the voucher program.

The briefing covers all topics required by HUD, including a description of how the program works; family and owner responsibilities; where the family may lease a unit; and an explanation of portability. HRHA includes all HUD-required information in the briefing packet.

**SECTION 10: PAYMENT STANDARDS AND SUBSIDY STANDARDS**

HRHA is required to establish subsidy standards that determine the number of bedrooms needed (voucher size) for families of different sizes and compositions. Voucher size is a factor in determining the family's level of assistance. This section describes the factors used to determine voucher size, as well as HRHA's procedures for handling changes in family size.

**10.1 VOUCHER SIZE STANDARDS**

The following guidelines will determine each family's voucher size:

<b>Number of Persons</b>	<b>Number of Bedrooms</b>
1	0
1-2	1
2-4	2
3-6	3
4-8	4



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
- **Approved** live-in aides (See Section 6.3.2) will get a separate bedroom

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

### 10.1.1 EXCEPTIONS

HRHA will grant exceptions to these occupancy standards when a family requires a larger size than the guidelines allow, as part of an approved Reasonable Accommodation request (see Section 3.2) that includes a verified medical or disability-related reason that the larger unit size (extra bedroom) is necessary to allow the family equal use and enjoyment of the unit and/or program. Extra bedrooms are generally not considered for intermittent overnight assistance.

### 10.2 OCCUPANCY STANDARDS

HRHA will follow an occupancy policy, which prevents overcrowding or under-utilization of units. The following guidelines shall determine the minimum and maximum number of occupancy per unit size (SRO is short for Single Room Occupancy):

Number of Persons		Number of Bedrooms
Min	Max	
1	1	SRO
1	2	0
1	4	1
2	6	2
3	8	3



Number of Persons		Number of Bedrooms
Min	Max	
4	10	4

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.

### 10.3 FLEXIBILITY OF UNIT SIZE ACTUALLY SELECTED

The voucher size (number of bedrooms) will be determined by 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 voucher size will determine the maximum subsidy.

### 10.4 UTILITY ALLOWANCE (UA) SCHEDULES

As required by 24 CFR §982.517, HRHA maintains a utility allowance (UA) schedule for all tenant-paid utilities, tenant-supplied refrigerators and ranges, and other tenant-paid housing services (e.g., trash collection).

The UA schedule is based on typical costs at current utility rates, for normal patterns of consumption for energy-conservative households in the locality, by unit size and type.

HRHA reviews its UA schedule annually, and implements revisions as necessary based on HUD requirements.

#### 10.4.1 BEDROOM SIZE FOR UTILITY ALLOWANCE (UA) SCHEDULE

Per 24 CFR §982.517(d), HRHA uses the appropriate utility allowance for the lesser of

1. The size of the dwelling unit actually leased by the family, or
2. The voucher size issued, as determined under HRHA subsidy standards.

In cases where the unit size leased exceeds the voucher size (number of bedrooms) as a result of an approved reasonable accommodation, HRHA will use the utility allowance for the size of the dwelling unit actually leased by the family.

HRHA may approve, as a reasonable accommodation for a person with disabilities, a higher utility allowance, in accordance with HRHA policy on reasonable accommodations. HRHA maintains a Medical Equipment UA Schedule that specifies monthly utility allowances for disability-related equipment including items such as a power scooter; low air-loss mattress; and oxygen concentrator.

### 10.5 PROCEDURES FOR SETTING AND REVISING PAYMENT STANDARDS

In accordance with HUD regulations, HRHA may establish the payment standard amount from 90 to 110 percent of the published FMR for each unit size. HRHA has adopted a standard of 110% of the published FMR, for all bedroom sizes.



Exception payment standards may be made with HUD approval. HRHA does not currently have a HUD-approved exception payment standard request. However, HRHA may approve an exception payment standard of up to 120% as part of an approved reasonable accommodation request, when applicable.

The HCV Manager maintains a listing of the payment standards for each size unit, and an appropriate worksheet will be used in each tenant file to ensure the correct payment standard is used.

Payment standards will not be raised to make “high end” units affordable or available to HCVP participants.

### 10.5.1 EFFECTIVE DATES OF REVISED PAYMENT STANDARDS

All payment standards are to be reviewed annually when the FMR is published.

If payment standards decrease during the term of the HAP contract, the lower payment standard will be used at the effective date of the family’s second annual recertification following the effective date of the decrease, unless HRHA has subsequently increased the payment standard.

If the payment standard is increased during the term of the HAP contract, the higher payment standard will be used at the effective date of the family’s first annual recertification (not at the time of an interim) following the effective date of the increase.

Changes in family size and/or composition that impact the voucher size will affect the payment standard at the family’s first annual recertification following the change.

## SECTION 11: INCOME AND SUBSIDY DETERMINATIONS

This section covers how HRHA calculates Total Tenant Payment at admission and during recertifications. It includes income, deductions, and allowances, in accordance with 24 CFR §5, Subpart F.

### 11.1 CALCULATING INCOME

#### 11.1.1 ANNUAL INCOME (INCLUSIONS)

Annual income is defined as:

- The gross amount of all income from all sources, except for those that are specifically excluded.
- Includes all amounts, monetary or not, that either
  - ♦ Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or
  - ♦ Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date.

Annual income, as calculated by HRHA, is the limit used to determine eligibility as detailed in Section 6.4, Income Limitations.





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 IRS 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 IRS 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.
  - ♦ Exception: 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
  - ♦ Exception: Lump sum additions such as insurance payments, (including payments under health and accident insurance and worker's compensation) are excluded
- Welfare assistance payments (Temporary Assistance for Needy Families - TANF)
  - ♦ 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.
  - ♦ Exception: Special pay to a member exposed to hostile fire is excluded.
- Financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965). This does not include loans.
  - ♦ Exception: Financial assistance is not considered income for persons over the age of 23 with dependent children.

### 11.1.2 ANNUAL INCOME (EXCLUSIONS)

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18



- 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 are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- 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
- Grants or other amounts received by a disabled person that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan To Attain Self-Sufficiency (PASS)
- Grants or other amounts received specially for auxiliary apparatus or service for a handicapped person; Medical expenses;
- Grants or other amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out of pocket expenses incurred (see examples below) and which are made only to allow participation in a specific program
  - ♦ May include special equipment, clothing, transportation, childcare, etc.
- 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, or any deferred Department of Veteran Affairs disability 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
- Amounts paid by a state agency to the family specifically to offset the cost of services and equipment needed to keep a developmentally disabled family member at home
- The principal portion of the payments received on mortgages or deeds of trust
- Meals on Wheels or other programs that provided food for the needy; groceries provided by persons not living in the household
- 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, including:
  - ♦ 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

#### **11.1.2.1 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 member's baseline income). The EID is limited to a lifetime 24 month period for the qualifying family member

#### **11.1.3 INCOME ALLOWANCES (DEDUCTIONS)**

Adjusted income is defined as annual income minus HUD-allowable deductions (allowances).

The following deductions are made from annual income, in order to calculate the household's adjusted income:

- Dependent Allowance: \$480 for each dependent; includes family members other than the head, co-head, or spouse, who are minors, and family members age 18 or older who are full-time students or who are disabled. Does not apply to foster children.
- Elderly Family or Disabled Family: \$400 for a family whose head, co-head or spouse is elderly or disabled
- Child Care Expenses: Deducted for children under 13, including foster children, when childcare is necessary to allow an adult member to work, search for work, or attend school.



- ♦ The childcare expense deduction cannot exceed the amount of income received by the person enabled to work.
- ♦ The number of hours claimed for childcare may not exceed the number of hours the family member is attending school and/or traveling to and from school.
- ♦ 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 age 13
- Disability Assistance Expenses: For any family that is not an elderly or disabled family but has a member (other than the head, spouse, or co-head) 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 and enabled to work as a result of the assistance to the person with disabilities.
- Allowable Medical Expenses: For elderly families and disabled families, HRHA will consider as medical expenses the actual out-of-pocket amounts which are owed and/or anticipated to be paid by the family during the certification period.

Deductions are calculated as follows:

- ♦ If the family has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 10% of annual income
- ♦ If the family 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
- ♦ If the family 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

## 11.2 MINIMUM RENT

HRHA has established a minimum rent of \$50 for the HCV Program.

### 11.2.1 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 HRHA 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.



### 11.2.2 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:

- HRHA determines there is no qualifying hardship
  - ♦ The minimum rent will be reinstated, including requiring back payment of minimum rent to HRHA for the time of suspension

“TEMPORARY HARDSHIP” exists when:

- HRHA 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
- HRHA will offer a reasonable repayment agreement for any minimum rent back payment paid by HRHA 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.

### 11.2.3 APPEALS

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

### 11.2.4 ZERO-INCOME HOUSEHOLDS

Families who report zero income may be required to certify their zero-income status periodically, up to once per quarter, at HRHA’s discretion; see the Verification section.



### 11.3 CALCULATING TOTAL TENANT PAYMENT

Total Tenant Payment (TTP) is the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. TTP is the greater of:

- 30% of the family's monthly adjusted income;
- 10% of the family's monthly gross income; or
- HRHA's minimum rent of \$50.

The amount a family pays for rent and utilities (the family share) will never be less than the family's TTP, but may be greater depending on the rent charged for the unit the family selects.

## SECTION 12: VERIFICATION

### 12.1 VERIFICATION OVERVIEW

HUD requires HRHA to accurately determine eligibility and level of assistance, to ensure that the right benefits go to the people who need them.

Applicant and participant families must supply any information HRHA requires as part of the application process, and as part of HRHA's annual and interim recertification requirements. They must submit consent forms, and furnish proof of their statements when required by HRHA. The information they provide must be true and complete.

HRHA must verify the accuracy of the information received from the family. HRHA's verification requirements are designed to maintain program integrity.

Information to be supplied (by the family) and verified (by HRHA) includes, but is not limited to: income, assets, expenses, allowances, household composition, age, student status, citizenship, waiting list preferences, and disability status. HRHA also verifies domestic violence in accordance with VAWA requirements.

This section specifies the standards of acceptable verification and guidelines for the methodology of obtaining the verifications.

### 12.2 VERIFICATION CONSENT

As part of the application process and at each annual recertification, each adult in the family will be required to sign the HUD-9886 Form (Authorization for the Release of Information) and any other authorization or release forms needed by HRHA to obtain third-party information not covered by the HUD-9886. Failure to do so will result in denial of admission or termination from the program.

### 12.3 VERIFICATION TIMEFRAMES

With the exception of new family members or changes, corrections, or updates to existing information, the following items are verified only initially, as part of the application process:

- Date of birth (age); social security number; and identity
- Citizenship or eligible immigrant status





- Relationships; marital status

All other verifying information must be received by HRHA as follows:

- Verification of income and eligibility must be received no more than 60 days before HRHA issues a voucher to an applicant family [24 CFR §982.201(e) and §982.508]
- Verification of income for participant families for an initial lease (i.e., change of unit) must be received no more than 60 days before the unit change effective date
- Tenant-provided third-party documents are current if dated within 60 days of the request date or interview date
  - ♦ Documents older than 60 days of the request or interview are acceptable for confirming effective dates of income

## 12.4 METHODS AND HIERARCHY OF VERIFICATION TECHNIQUES

Verification techniques described below are listed in order, starting with the highest level.

1. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system)
2. Other UIV
3. Written Third Party Verification (tenant-provided documents)
4. Written Third Party Verification (form)
5. Oral Third Party Verification
6. Tenant Declaration

HRHA will use the most reliable form of verification available, and document the reasons when using a lesser form of verification. HRHA considers lower-priority forms of verification only if higher-priority forms are insufficient.

### 12.4.1 ENTERPRISE INCOME VERIFICATION (EIV)

**HIGHEST/MANDATORY.** HRHA prints the EIV Income Report for tenant files as follows:

- New Admissions and any Historical Adjustments
  - ♦ By the 1<sup>st</sup> of the 5<sup>th</sup> month after the certification effective date (e.g., for any January admission, by June 1) and added to household file
  - ♦ Discrepancies are documented and resolved within 60 days of the report date
- Interim Recertifications
  - ♦ HRHA will also check the Income Discrepancy Report tab
    - If no income discrepancy, ICN page is printed (from Summary Report page)
    - If there is an income discrepancy, the file is documented
- Annual Recertifications



- ♦ Printed prior to recertification interview
  - Potential discrepancies are noted
- ♦ Family may agree with or dispute EIV at the interview (EIV Certification)

#### 12.4.1.1 **Resolving and Documenting EIV Discrepancies**

HRHA will address and document the following discrepancies:

1. EIV shows a new hire not reported since the last certification
2. Income Discrepancy Report shows a difference more than \$200/month (\$2400/year)
3. Income from a prior quarter was not reported or underreported (more than \$200/month difference from the corresponding 50058)

To resolve these discrepancies, HRHA will:

1. Discuss the income discrepancy with the tenant; ask them to confirm or dispute EIV;
2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources;
3. HRHA may rely on Other UIV data (i.e., Work Number) as appropriate; and
4. If the tenant is unable to provide acceptable documentation to resolve the income discrepancy, HRHA will request from the third party source, any information necessary to resolve the income discrepancy

HRHA may review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when HRHA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.

HRHA will analyze all data (UIV data, third-party verification documents provided by the family and verification forms returned by the discrepant income source) and attempt to resolve the income discrepancy.

Depending on the information verified, HRHA may create a repayment agreement and/or terminate assistance.

Files will be documented as appropriate.

#### 12.4.2 **OTHER UIV**

**HIGHEST/OPTIONAL.** HRHA currently utilizes Work Number, and may aim to develop computer matching agreements with state and county agencies if possible, to validate tenant-reported income.

Work Number will be used:

- If tenant-reported income does not match EIV
  - ♦ New hire that cannot be verified with pay stubs and/or third party form
  - ♦ To resolve a discrepancy (\$200 per month or more) on the Income Discrepancy Report



- In cases where tenant confirms EIV, but third-party verification is unavailable
- For employers that do not appear in EIV

Unless discrepancies are found/suspected and documented, Work Number is not required at annual recertifications for family members whose reported income matches EIV and:

- Comes from a fixed source (Social Security, SSI), or
- Comes from wages that are supported by tenant-provided documents

#### 12.4.3 WRITTEN THIRD PARTY VERIFICATION (TENANT-PROVIDED DOCUMENTS)

**HIGH.** Third party verification (tenant-provided documents) refers to original or authentic documents generated by a third-party source.

This level of verification is mandatory as follows:

- To supplement EIV-reported income sources
- When EIV has no data
- For non-EIV reported income sources
- When tenant disputes EIV-reported employment/income

Tenant-provided documents may include: pay stubs, payroll summary report, employer hire/termination letter, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit printouts, and unemployment benefit printouts.

HRHA is required to obtain at least two current, consecutive pay stubs to determine annual wage income.

- For ongoing employment, it is HRHA's policy to obtain current consecutive pay stubs that cover a timeframe of at least four weeks
- For new income sources or when two pay stubs and/or four weeks' stubs are not available, HRHA will project income based on traditional written third party verification forms, or the best available information.

#### 12.4.4 WRITTEN THIRD PARTY VERIFICATION (FORM)

**MEDIUM/LOW:** Referring to the standard HRHA forms, sent by third party directly from HRHA to the verifying entity (employee, childcare provider, etc.) and returned directly to HRHA (i.e. not sent to the applicant who then brings it in).

This method of verification may be used if tenant-provided third party documents are unavailable or unsuitable.

HRHA staff may determine on a case-by-case basis which of the following methods is the most appropriate: mail; fax; or email.

#### 12.4.5 ORAL THIRD PARTY VERIFICATION

**LOW:** If attempts to obtain original documents directly from the third party have been documented and proven unsuccessful, including if the third party does not respond within



ten business days, HRHA may obtain oral verification with the third party by phone or in person.

When a third-party oral verification is used, HRHA will notate the file and document: the name of the person contacted, their department; their position and title; the date and time 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 the file 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.

#### **12.4.6 TENANT DECLARATION**

**LOW:** Having the tenant submit an affidavit or notarized statement of reported income and/or expenses to HRHA is a verification method used as a last resort when HRHA has not been successful in obtaining information via all other verification techniques. When HRHA relies on tenant declaration, the file is documented as to why third party verification was not available.

#### **12.5 PHOTOCOPYING**

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.

#### **12.6 VERIFICATION OF FINANCIAL FACTORS**

##### **12.6.1 VERIFICATION OF INCOME**

- Income and related factors from the following sources will be verified:
- Employment Income
- Social Security/SSI Income
- Pensions, Insurance Policies
- Unemployment Compensation
- Welfare/General Assistance (TANF)
- Alimony or Child Support
- Net Income from a Business
- Recurring Gifts
- Zero-Income Status



- Full-Time Student Status
- Asset Income

### 12.6.2 VERIFICATION OF ASSETS

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

### 12.6.3 VERIFICATION OF ALLOWABLE DEDUCTIONS

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.

- ♦ If verification of anticipated expenses is not available or complete, HRHA may consider documentation of the prior year's expenses (if items such as receipts are submitted) in an effort to estimate anticipated medical expenses for the upcoming certification.
- ♦ HRHA will rely on HUD Handbook 4350.3, Exhibit 5-3, Examples of Medical Expenses That Are Deductible and Nondeductible, to determine which items to allow as a medical expense. If HUD guidance is not clear, HRHA will rely on IRS Publication 502.

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.

## 12.7 VERIFICATION OF NON-FINANCIAL FACTORS

### 12.7.1 PICTURE IDENTIFICATION, BIRTH CERTIFICATES, AND VERIFICATION OF AGE

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

- Driver's License;
- Department of Motor Vehicles Identification Card;
- U.S. passport;
- Resident Alien card;
- U.S. military, government, or company/agency identification card; or
- School identification.

Copies of birth certificates for all family members must be on file. Birth certificates are used to verify age as it relates to eligibility for program admission, preferences, and qualification for income allowances and deductions.



If a birth certificate is unavailable, the following documents (one or more) may be temporarily accepted as proof of identify, age (including elderly status), and residency:

- Department of Motor Vehicles identification card
- Current, valid driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Resident Alien card
- Naturalization papers
- Church issued baptismal certificate
- Hospital birth certificate
- 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

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, and the file documented accordingly.

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

### **12.7.2 VERIFICATION OF MARITAL STATUS**

Marital status may 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 an 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 online data confirmation from public records.

### **12.7.3 VERIFICATION OF 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:

- 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

### **12.7.4 VERIFICATION OF FOSTER CHILDREN/ADULTS**

HRHA will verify the status and placement of temporary and permanent foster children/adults in the household by obtaining third party verification from the state or local government agency responsible for the placement of the individual with the family

### **12.7.5 VERIFICATION OF PERMANENT ABSENCE OF FAMILY MEMBER**

If an adult, 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.

#### **12.7.6 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.

#### **12.7.7 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.

#### **12.7.8 VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS**

Eligibility for assistance as it relates to citizenship and eligible immigrant status is detailed in Section 6 of this AP.

- U.S. Citizens and Nationals: Regulations require the completion of a signed declaration, under penalty of perjury, for each family member who claims U.S. citizenship or nationality. HRHA requires documentation of citizenship, such as a birth certificate, passport, or naturalization papers.
- Eligible Immigrants aged 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.
- Other 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.

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.

## **12.7.9 SOCIAL SECURITY NUMBERS**

All family members must disclose and provide verification of their social security number (SSN).



If an applicant or participant cannot produce an original, valid Social Security card issued by the Social Security Administration (SSA), HRHA may accept the following documents (one or more) as alternate verification of SSN:

- 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 (i.e., real estate, tax notices, marriage and divorce, judgment, or bankruptcy records)
  - ♦ If HRHA verifies Social Security benefits with the SSA, the acceptance of the SSN by the SSA may be considered documentation of its validity.

**Children Under Age 6:** If the family lacks the documentation necessary to verify the SSN of a family member under the age of 6 years old, the applicant family may still become a program participant, and/or the new member may be added to the household. Program applicants will have a 90 day grace period - and, if merited, an additional 90 days to verify the SSN of the child.

## 12.8 VERIFICATION OF WAITING LIST PREFERENCES

- **Elderly Preference:** Dependent on the verification of age (62 and older), as explained elsewhere in this section.
- **Disability Preference:** Available to families with a head of household or spouse who is a person with disabilities as defined by HUD. HRHA will accept as verification:
  - ♦ 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.
  - ♦ Documentation of Serious Mental Illness as provided by a Community Service Organization that has already verified the disability.
  - ♦ Award letter or proof of eligibility for social security disability, or SSI.



- **High Rent Burdened:** To verify that rent and utility payments are equal to or greater than 50% of the family's income, HRHA verifies income as explained elsewhere in this section, and obtains a copy of the lease agreement and utility bills, as appropriate. The lease and utility bills must be in the applicant's name.
- **Homeless:** HRHA accepts certifications 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.
- **Substandard Living Conditions:** HRHA will accept documentation from another agency that has verified the conditions, such as Community Service Board, Child Protective Services, or from the locality (i.e., City of Harrisonburg, etc.), including a violation notice following an inspection.
- **Displaced:** A family is verified as a displaced family (each member or the 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) with documentation (such as a published government notice, along with proof of residence, or a letter from a government agency) that the current residence is in an area that has been declared a state or federal disaster area, or that the applicant will be displaced by government action.
- **Victim of Physical Abuse:** Verification may include police reports, protective orders, documentation from a social worker or counselor (including RMH, First Step), and/or the HUD Violence Against Women Act (VAWA) certification.
- **Working with a Community Service Organization:** Verification from the applicable agency (i.e., Community Service Board, Department of Social Services or Disability service organization (VAIL, VDARS)) of an active service case (enrollment in a DSS benefits program, such as food stamps, does not qualify).
- **Working Preference:** To verify that at least one household member is employed at least 20 hours per week for the last 12 months, HRHA will require a statement from the employer, and may require copies of pay stubs, federal income tax returns, or other documentation. Verification of eligibility for families whose head or spouse receives income based on their inability to work includes a Social Security/SSI award letter.
- **Veterans:** HRHA requires U.S. government documents that indicate that the head of household or spouse qualifies as either currently serving or honorably discharged member of the U.S. Armed Forces. The preferred document is the DD-214, Report of Separation; HRHA will also accept proof of receipt of veteran's benefits, or documentation from the Department of Veterans Affairs (VA). Verification of surviving spouse status may include a survivor's pension from the VA.
- **Upwardly Mobile:** As verification of full-time school attendance, participation in a certified GED program or verifiable job training program, HRHA requires 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.
- **Live and/or Work in the City of Harrisonburg or Rockingham County:** Documentation of residency and/or employment in the jurisdiction may include rent



receipts, leases, utility bills, employer records, or official mail received at the specified address.

- **Developmental or Intellectual Disabled (Commonwealth of VA Olmstead Ruling):** Verification includes the DBHDS Housing Resource Referral Form for Individuals in Settlement Agreement Population.

### **SECTION 13: REQUESTS FOR TENANCY AND THE CONTRACTING PROCESS**

Families that have been issued a voucher may search for a unit within HRHA's jurisdiction, or outside of HRHA's jurisdiction if they qualify for portability (see Portability section for details). The family must find an eligible unit with an owner who is willing to enter into a Housing Assistance Payment (HAP) contract with HRHA.

HRHA will approve a tenancy and execute a HAP contract after determining that the applicable program requirements are met:

- The unit is eligible
- The owner and lease are approved
- The rent is reasonable
- The rent is affordable (no rent burden)
- The unit meets Housing Quality Standards (HQS)

This section details the procedures involved in approval of a tenancy request and contracting.

#### **13.1 REQUESTS FOR TENANCY APPROVAL (RFTA)**

During the briefing session, the family receives a copy of HRHA's Request for Tenancy Approval (RFTA) form. Upon receiving a fully completed RFTA, HRHA determines if the tenancy can be approved. The time it takes HRHA to process the RTFA, until a determination of approval or denial is made, extends the expiration date of the voucher.

#### **13.2 UNIT ELIGIBILITY**

Eligible housing may include single-family homes; multifamily dwellings (apartment complexes); duplexes; townhouses; and manufactured homes.

The following types of housing are not eligible for voucher assistance:

1. A public housing or Indian housing unit;
2. A unit receiving project-based Section 8 assistance;
3. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
4. College or other school dormitories;
5. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; and



**6. Units occupied by the owner or by a person with any interest in the unit.**

**13.2.1 POLICIES ON THE USE OF SPECIAL HOUSING TYPES**

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

**13.2.2 DUAL SUBSIDY PROHIBITION**

A family may not receive the benefit of tenant-based assistance while receiving the benefit of other forms of other housing subsidies, for the same unit or for a different unit.

**13.3 DENYING OWNER PARTICIPATION IN THE PROGRAM**

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

- The owner has violated any obligations under a 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 Housing Choice Voucher 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

**13.4 RENTING TO RELATIVES**

HRHA will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless HRHA determines that approving the unit is a reasonable accommodation for a disabled family member.

**13.5 LEASE APPROVAL**

**The lease must meet any requirements specified at 24 CFR §982.308, and must include the HUD Tenancy Addendum.**

**13.6 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 10% decrease in the published FMR as compared to the previous FMR
- If HRHA 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
- Size
- Unit Type
- Age of contract unit
- Landlord-provided items:
  - ♦ Amenities
  - ♦ Housing services
  - ♦ Maintenance
  - ♦ Utilities

The detailed rent reasonableness policy/process for the system is contained in the system's documentation, which is maintained by the HCV Manager.

Rent reasonableness determinations generated by the system are available both electronically and in hardcopy printouts, which are included in tenant files.

### 13.7 RENT AFFORDABILITY (RENT BURDEN)

In order for HRHA to approve a tenancy for initial occupancy of a unit by a voucher family, in cases when the gross rent for the unit exceeds the applicable payment standard for the family, the family share cannot exceed 40 percent of the family's adjusted monthly income.

- HRHA will emphasize to the family the potential issues with leasing a unit with a gross rent above the payment standard to make certain the family is aware that they are required to pay the difference.

### 13.8 PASSING HQS INSPECTION

As specified in the Housing Quality Standards (HQS) section, HRHA must complete an initial or pre-contract HQS inspection and determine that the unit satisfied HQS.

## SECTION 14: 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.



## 14.1 TYPES OF INSPECTIONS

There are seven types of inspections the HRHA will perform:

- **Initial (Pre-Contract)**: 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
- **Biennial**: Required every two years to determine that the unit continues to meet HQS. **Units not subject to an annual inspection will have a biennial inspection performed.**
- **Annual**: Required each year to determine that the unit continues to meet HQS. Annual inspections are required in the following circumstances:
  - ♦ All units built before 1978
  - ♦ Units with a history of noncompliance with HQS (2 or more failures within a two year period)
  - ♦ Any units that had health and safety deficiencies
- **Complaint Inspection**: Follows HRHA receiving a complaint on the unit by anyone.
- **Special Inspection**: Occurs when a third party, i.e. HUD, needs to view the unit.
- **Emergency**: Takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- **Move Out Inspection** (if applicable): Required for units in service before October 2, 1995, and optional after that date, to document the unit condition at the time of move-out.
- **Quality Control Inspection**: Supervisory or other designated quality control inspections on a designated percentage (see Management Objectives) of the total number of units that were under lease during HRHA's previous fiscal year.

## 14.2 INSPECTION SCHEDULING POLICIES

HRHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed in the HCV program before HQS are met. Units will be inspected at least biennially, 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.

### **14.3 OWNER AND FAMILY RESPONSIBILITY**

#### **14.3.1 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.
3. HRHA's remedies for breaches of HQS include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
4. 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 HRHA and the HRHA verifies the correction.
5. If a defect is life threatening, the owner must correct the defect within no more than 24 hours.
6. 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.
7. For other defects, the owner must correct the defect within no more than 30 calendar days (or any HRHA approved extension).
8. 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
9. Furthermore, HRHA may terminate assistance to a family because of the HQS breach caused by the family

#### **14.3.2 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.

#### 14.4 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	All sinks and commodes will have accessible water shutoff valves <b>except</b> when faucets are wall-mounted.  All worn or cracked (unsafe or unsanitary condition) toilet seats and tank lids will be replaced. Toilet tank lid must fit properly.
Walls	Drywall or plaster  <b>ALL</b> exterior <b>or</b> interior surfaces	Any condition of severely cracked, sagging, or unsound drywall or plaster will be repaired or replaced.  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.
Windows	Frames  Weather tightness  Screens	Sashes must be in working condition, solid, and fit properly. Damaged or deteriorated sashes will be replaced.  Windows will be waterproof and reasonably seal out drafts. Weather stripping will be used as needed.  All windows designed to have screens must have properly fitting screens in good repair.



Category	Item	Performance Requirements
Doors	Security	All exterior doors will be solid, sound, and lockable from the inside.
	Safety	All exterior doors will have a solid threshold.
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.

#### 14.5 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.

##### 14.5.1 HQS FAILED UNITS PRE-CONTRACT

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 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.



#### **14.5.2 HQS FAILED UNITS UNDER CONTRACT – 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

#### **14.5.3 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.

#### **14.5.4 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



#### **14.5.5 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.

#### **14.5.6 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.

#### **14.5.7 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, HRHA shall cancel the HAP contract for owner noncompliance.

When the deficiencies are corrected, 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, 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.

### **SECTION 15: CONTINUED OCCUPANCY**

It is the family's responsibility to comply with voucher requirements in order to maintain participation in the HCV Program. This includes supplying information as required to report changes in income; responding to notices and completing an annual recertification; allowing unit inspections; and ensuring that the composition of the household includes approved members only. This section describes HRHA's absence policy, visitor policy, changes in family composition, and how some family composition changes may impact the voucher.



## 15.1 ABSENCE POLICY

HRHA includes applicable income of every family member in the household, including those who are temporarily absent.

### 15.1.1 ABSENCE OF SOLE MEMBER OR ENTIRE FAMILY

This policy applies when all family members are absent from the unit, but have not moved out of the unit.

- Families may be absent from the unit for up to 30 days.
  - ♦ Shorter absences may be considered unauthorized, if there is evidence that:
    - The family is residing elsewhere, in violation of the voucher and family obligations (requires families to “use the assisted unit for residence by the family. The unit must be the family’s only residence.”)
    - The family is only returning to the unit to avoid violating the 30-day absence policy, it will be considered an unauthorized absence
- Authorized Absences
  - ♦ Families must request, in writing, HRHA approval of any absence greater than 30 days (see Absence Notification form).
    - Requests should be submitted prior to the absence; they must be submitted before the absence exceeds 30 days.
    - HRHA will make a determination within 5 business days of the request
  - ♦ An authorized absence may not exceed 180 days
  - ♦ 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
- Unauthorized Absences
  - ♦ If the family is absent more than 30 days without HRHA approval, HRHA will terminate assistance in accordance with policies detailed elsewhere in this AP.
  - ♦ To determine if the family is absent, HRHA may:
    - Send letters to the family at the unit
    - Telephone the family at the unit
    - Inquire with the owner and/or neighbors
    - Verify if utilities are in service
    - Conduct a special inspection of the unit



- ♦ If an absence that results in termination of assistance is due to a person's disability, and HRHA can verify that the person was unable to notify HRHA in accordance with the family obligations, HRHA may reinstate the family as a reasonable accommodation, if requested by the family and if funding is available.
- If the family has moved out of the unit without proper notification, HRHA will terminate assistance in accordance with policies detailed elsewhere in this AP.

### 15.1.2 ABSENCE OF ANY FAMILY MEMBER

Families must notify HRHA if any family member will be absent for more than 30 days.

A family member will be considered permanently absent upon being away from the unit for 180 consecutive calendar days except as otherwise detailed in this section.

Verification of permanent absence is described in Section 12 (Verifications).

### 15.1.3 TYPES OF ABSENCES

- **Medical Reasons:** If any family member is hospitalized, moved to a nursing home, or rehab center, HRHA will seek advice from a reliable qualified source as to the likelihood and timing of their return.
- **Incarceration:** If any family member is incarcerated for drug-related or violent criminal activity, HRHA will pursue termination of assistance as appropriate. Incarceration for any other reason that is allowable by program standards may be allowed if the absence request is submitted as required, and the family continues to pay their portion of the rent, up to 180 days.
- **Students:** Full-time students who attend school away from the home and live with the family during school recess are considered temporarily absent (see Section 9: Subsidy Standards for more details)
- **Children during Summer:** HRHA understands that families may make arrangements for children to spend the summer with a non-custodial parent, at camp, or in other arrangements. The family must notify HRHA.
- **Children in Foster Care:** Following procedures in the Verifications section of the AP, HRHA will request information to determine when the child/children will be returned to the home. If the time period is anticipated to be greater than 180 calendar days, the voucher size may be temporarily reduced. If children are permanently removed, the voucher size will be permanently reduced. See Section 9: Subsidy Standards for more details.
- **Absence of Parent(s):** If no parent remains in a household that includes minor children, and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, HRHA will immediately add the new caretaker to the household composition while eligibility is reviewed, including criminal background checks. If the caretaker does not pass any portion of HRHA's eligibility screening, including the criminal background check, the caretaker will be removed from the voucher. If no other caretaker is identified and the ineligible individual remains the caretaker for the children, assistance will be terminated.



When HRHA approves a person to reside in the unit as caretaker for the children, this person's income will be counted in the TTP for the family pending a final disposition. HRHA will work with the appropriate service agencies and the owner to provide a smooth transition in these cases.

- **Court-Ordered Absence:** If a member of the household is subject to a court order that restricts him/her from the home for more than 180 calendar days, the person will be considered permanently absent.
- **Military:** If an adult child goes into the military and leaves the household, they will be considered permanently absent.

## 15.2 VISITOR POLICY

Overnight guests cannot exceed 14 calendar days in the lease year.

Exceptions to this policy will be made, if the family submits a written request or reasonable accommodation request and receives HRHA approval due to:

- A household member requiring extra overnight care intermittently
- Children who are in the home less than 51% of the time due to custody arrangements

If HRHA suspects a family of violating the visitor policy, HRHA may:

- Require documentation of a guest's residency elsewhere
- Conduct a special inspection of the unit
- Inquire with the owner and/or neighbors
- Telephone the family at the unit

Failure to comply with the visitor policy, as required under the family obligations, may result in the termination of assistance.

## 15.3 VOUCHER STATUS IN CASE OF A FAMILY DISSOLUTION

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. HRHA has discretion to determine which members of an assisted family continue to receive housing assistance if the family breaks up. HRHA will consider factors including:

1. Whether the assistance should remain with family members remaining in the original assisted unit.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, sexual assault, or stalking.
4. Whether any of the family members are receiving protection as victims of domestic violence, dating violence, sexual assault, or stalking, and whether the abuser is still in the household.



If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), the PHA must ensure that the victim retains assistance.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the PHA is bound by the court's determination of which family members continue to receive assistance in the program.

#### **15.4 REMAINING MEMBER OF A TENANT FAMILY**

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

The remaining member of a tenant family does not include a live-in aide of the former family whose service was necessary to care for the wellbeing of an elderly, disabled or handicapped head of household, co-head, or spouse and whose income was not included for eligibility purposes.

The bedroom size of the voucher will change to reflect the change in household composition.

#### **15.5 CHANGES IN FAMILY COMPOSITION**

The tenant file must reflect the current composition of the assisted household. Families are required to report changes as detailed below. Interim certifications are completed to reflect changes in household composition.

Families must report and provide documentation of household composition changes within ten business days:

- When any person leaves the unit
- The birth, adoption, or court-awarded custody of a child

No other person may be added to the household without prior HRHA approval. Allowable additions, if the family's written request complies with HRHA requirements and the individual is eligible (including background screening and owner approval), include:

- Approved live-in aides
- Foster child/adult
- Additions by marriage, civil union, or domestic partnership
- Adult children between the ages of 18 and 21 who are full-time students
- Addition of a parent, age 62 or older and/or disabled, who needs disability-related care

### **SECTION 16: RECERTIFICATIONS**

To verify ongoing eligibility and accuracy of rental assistance amounts, HRHA recertifies family income and composition, following HUD requirements at 24 CFR §982.516. HRHA





conducts annual recertifications as required by HUD, and interim recertifications in accordance with the policy detailed in this section.

## 16.1 ANNUAL RECERTIFICATIONS

HRHA is required to conduct a reexamination of family income and composition at least annually. HRHA's procedure for scheduling and completing this certification is as follows:

- 90 days before the recertification date, HRHA notifies the family in writing to schedule a recertification appointment
- All adults in the family must attend the appointment and sign required consent forms
- The family must supply all requested information (and supporting documents, as specified) to verify income, assets, expenses, and other factors, including household composition, that may affect the determination of adjusted income
- HRHA verifies tenant reported information and recalculates the family's annual and adjusted income, and total tenant payment
- HRHA notifies the family and the owner of any changes in rent portion at least 30 days prior to recertification date (the effective date of the change)
  - ♦ If the family fails to provide required information in a timely manner, they waive their right to a 30-day notice prior to an increase in their portion of the rent. Decreases in rent portion will not be retroactive.
  - ♦ Changes in income and household composition that are reported as part of the annual recertification and meet the threshold for an interim recertification will be processed as an interim recertification prior to the annual recertification
- In general, the effective date of the annual recertification is the family's anniversary date.
  - ♦ HRHA may schedule its recertification prior to the family's anniversary date for administrative purposes; if doing so, HRHA will ensure a 30-day notice
  - ♦ A unit change will reset the recertification date
- Families who fail to complete an annual recertification are terminated from the program.

### 16.1.1 STREAMLINED INCOME DETERMINATIONS

As authorized by 24 CFR §982.516(b), HRHA elects in the 2017-2018 AP to implement a streamlined income determination.

**Applicability:** This policy applies to any family member with a fixed source of income:

- Periodic payments at reasonably predictable levels from one or more of the following sources:
  - ♦ Social Security, SSI, Supplemental Disability Insurance (SSDI);
  - ♦ Federal, state, local, or private pension plans;



- ♦ Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- ♦ Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.
- For family members with both fixed and non-fixed sources of income, HRHA will verify non-fixed sources of income following existing third party verification procedures.
- HRHA will follow existing third party verification procedures regarding deductions.
- HRHA will verify income following existing third party verification procedures, upon the family's request.

**Procedures:**

In the initial year of employing a streamlined income determination HRHA will determine if a source of income is fixed, and document the tenant file accordingly, by either:

- Comparing the amount of income from the source to the amount generated during the prior year; if the amount is the same or if it has changed only as a result of a COLA or due to interest generated on a principal amount that remained otherwise constant, then the source is fixed, or
- Requiring a family to identify as to which source(s) of income are fixed

For each fixed-income source, HRHA will

- Verify the appropriate COLA or current interest rate, from a public source or through tenant-provided, third party-generated documentation. (If this is unavailable, HRHA will follow existing third party verification procedures.)
- Apply the verified COLA or current interest rate to the previously verified or adjusted income amount

HRHA will obtain full third party verification of the fixed source of income every three years.

**16.2 INTERIM RECERTIFICATIONS**

HRHA will conduct interim recertifications of family income and composition as detailed in this section. HRHA reserves the right to modify these procedures whenever necessary to respond effectively to unusual situations.

- HRHA will complete an interim recertification if the following change(s) are reported:
  - ♦ Changes in family composition\*
    - When any person leaves the unit
    - The birth, adoption, or court-awarded custody of a child
  - ♦ Changes in family composition, following HRHA approval of any other requested addition (see Change in Family Composition section) to the household
  - ♦ Increases in family income of \$200 or more per month\*



- If an unreported income change is discovered in EIV, HRHA will follow the verification procedures detailed in this AP prior to completing a certification
- ◆ Most decreases in income (see below for more details)
- ◆ An increase in allowances or deductions (e.g., change in student status or childcare expenses; a new disability or medical assistance for disabled households)
- ◆ A change in citizenship or eligible immigration status of any family members
- HRHA will initiate an interim recertification for an approved owner-requested rent increase, in cases where the date does not align with the annual recertification date

\* Change must be reported within 10 business days of occurrence.

### 16.2.1 DECREASES IN INCOME - EXCEPTIONS

HRHA may refuse to process an interim recertification if the tenant reports an income decreases in the circumstances only if the following circumstances apply:

- 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.
- HRHA has confirmation that the decrease will last less than one month. For example, HRHA receives confirmation from the tenant's employer that the tenant will be laid off for only two weeks.
  - ◆ If HRHA determines that the decrease in income will last less than one month, HRHA may choose, but is not obligated, to process an interim recertification, so long as this policy is implemented consistently for all voucher households.

### 16.2.2 EFFECTIVE DATES FOR INTERIM RECERTIFICATIONS

The family must provide any documentation requested to verify the reported change. Changes reported by the family are not considered until all documentation (including the required HRHA Change Form and any tenant-provided documents requested) are received.

HRHA will complete the Interim Recertification, including termination of benefits if applicable. HRHA will provide written notice to the family to inform them of any changes in rental assistance and tenant portion.

If the information, including all required verification, is received in a timely manner (i.e., within 10 days of the change), the certification will be effective as follows.

- For decreases to be reflected in the following month, documentation of the change and all required verification must be submitted to HRHA by the 15th of the prior month.
  - ◆ If the 15<sup>th</sup> falls on a weekend or holiday, the change will be accepted on the next business day that HRHA offices are open.



- For changes that cause an increase in tenant rent, the family will receive at least 30 days' notice if the change and all required verification is submitted in the required timeframes.

If the family fails to provide required information in a timely manner, they waive their right to a 30-day notice prior to an increase in their portion of the rent. Decreases in rent portion will not be retroactive.

## SECTION 17: FAMILY MOVES AND PORTABILITY

Families in the voucher program may receive tenant-based assistance:

1. In HRHA's jurisdiction, or
2. Outside of HRHA's jurisdiction in any area with a PHA that administers a voucher program. This option is called portability.

### 17.1 WHERE A NEW APPLICANT FAMILY MAY LIVE

A new voucher holder may lease a unit in HRHA's jurisdiction, or exercise portability in certain circumstances, if they:

- Currently live in HRHA's jurisdiction, and
- Resided in HRHA's area of service at the time of application to the HCV Program waiting list.

HRHA requires non-resident applicants to initially lease a unit within HRHA's jurisdiction. Non-resident applicant families do not have the right to portability until they have been assisted in HRHA's jurisdiction for twelve months (see 24 CFR 982.353(c)).

- HRHA will make exceptions as a reasonable accommodation for a disability, in cases of emergencies or extenuating circumstances, or if the move is needed to protect the health or safety of any family member(s) who have been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Families who are eligible to use portability at the time when the voucher is initially issued will have a label indicating eligibility for portability on their voucher.

Applicant families who are eligible for portability must be income eligible in the area where they wish to lease a unit. If the applicant family is not income eligible in the area where they wish to lease a unit, their request will be denied [see 24 CFR 982.353(d)(1)].

### 17.2 MOVES FOR PARTICIPANT FAMILIES

#### 17.2.1 WHEN A FAMILY MAY MOVE

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).
- The move is necessitated per VAWA specifications at 24 CFR §982.354(b)(4)

### 17.2.2 NOTICE REQUIREMENTS AND REQUESTS TO MOVE

The family must submit a written request to move, signed by the owner to indicate owner receipt and, if the move is during the lease term, acceptance of the change in the lease end date. If the family wishes to move to another jurisdiction, they must indicate it on their request and specify the areas where they wish to move (see Portability section). HRHA will determine if the move can be approved, and notify the family.

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.

### 17.2.3 RESTRICTIONS ON MOVES FOR PARTICIPANTS

HRHA may only deny a family's request to move if it has grounds to do so under the program regulations.

- HRHA will deny family requests to move if:
  - ♦ The family has violated a family obligation. HRHA has grounds to deny a move because of the family's action or failure to act as described in 24 CFR 982.552 (grounds for denial or termination of assistance).
  - ♦ The family owes HRHA or any other Federal program money. HRHA will deny a request to move if a family has an outstanding debt or repayment agreement. At such time as the debt is paid in full, families have the option to move within or outside of the HRHA jurisdiction.
  - ♦ The family has moved out of its assisted unit in violation of the lease
  - ♦ There is insufficient funding for continued assistance (see below).

HRHA is authorized by 24 CFR §982.314(c)(2) to establish policies on the timing and frequency of moves. Regulations provide that the PHA may prohibit any move by the family during the initial lease term, and may prohibit more than one move by the family during any one year period.

#### 17.2.3.1 *Exceptions to Denials of Move Requests*

The HCV Manager may make exceptions to these restrictions if there are extenuating circumstances or emergency reasons for the move over which the participant has no control.



In addition, HRHA will comply with HUD's Violence Against Women Act requirements [24 CFR §5, Subpart L, and make an exception to the prohibition against a family moving under portability provisions if the family moves in violation of the lease.

- 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.
  - ♦ 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.

#### **17.2.3.2 Denial to Move due to Insufficient Funding**

HRHA will only deny a request to move to a higher cost unit within HRHA's jurisdiction or to a higher cost area in accordance with 24 CFR 982.354(e)(1) if it has been determined that it would be unable to avoid terminations of 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.

- For moves within the initial PHA's jurisdiction, a "higher cost unit" is defined as a unit in which HRHA 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-bedroom voucher with HRHA).
  - ♦ Before denying the family's request to move due to insufficient funding, HRHA 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.
    - 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). HRHA 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 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).



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 provide written notice to the local HUD office within 10 business days of the determination that 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 HRHA's policy stating how HRHA will address families who have been denied moves. The requirements of the policy are described below:
  - ♦ 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.

#### **17.2.4 ISSUANCE OF VOUCHER FOR MOVES**

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.

#### **17.2.5 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.

### **17.3 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.

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.

#### **17.3.1 OUTGOING PORTABILITY FOR CURRENT VOUCHER PARTICIPANTS**

To be eligible to receive a portability voucher, a family must:

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

To request portability, a family 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 a portability packet. The family must let HRHA know what area they want to move to. HRHA can assist the family to identify the PHA in the area where they wish to move.

#### **17.3.2 OUTGOING PORTABILITY FOR NEW HOUSING CHOICE VOUCHER FAMILIES**

Applicant families may submit a completed portability request form. HRHA will determine if the family is eligible for portability.

The family must let HRHA know what area they want to move to. HRHA can assist the family to identify the PHA in the area where they wish to move.





The family must be income eligible in the area where they wish to port, or the move will be denied.

- PHAs often have different income limits, payment standards, and subsidy standards (the number of bedrooms for which you qualify). Families are reminded to always verify this information when requesting to transfer and/or move to a new PHA.

### **17.3.3 PORTING (MOVING) OUT OF HRHA'S AREA**

If the family is eligible for portability, HRHA will contact the receiving PHA in the area to which the family wish to move, and use the portability request form to prepare a portability packet to forward to the receiving PHA.

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

If the family moves into the unit prior to final approval from the receiving PHA, they may be held responsible for the full contract rent for the unit. When the move is complete, the staff at the receiving PHA will be the family's contact for future questions and information about the voucher.

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

### **17.4 PORTING (MOVING) INTO HRHA'S AREA**

Families that wish to port (move) into HRHA's area must contact their current PHA and find out if they are eligible to port out. If eligible, they must follow their PHA's process to request that their PHA prepare a portability packet and forward it to HRHA. The family should then contact HRHA to find out if HRHA has received the packet and to make an appointment to discuss portability and issue a local voucher.

If any of the following are missing from the portability packet, the family may be asked to provide them before HRHA can complete the 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.



#### **17.4.1 PORT-IN BRIEFINGS AND REQUESTS FOR TENANCY APPROVAL**

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.

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.

#### **17.4.2 REGULAR PROGRAM FUNCTIONS FOR ADMINISTERING PORT-IN FAMILIES**

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

#### **17.4.3 TERMINATIONS OF PORT-IN FAMILIES**

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.

#### **17.4.4 PORT-IN PACKET AND BILLING INFORMATION**

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.

### **SECTION 18: DENIAL OR TERMINATION OF ASSISTANCE**

HRHA may, at any time, terminate program assistance for a participant, because of any of the actions or inaction by the household, including those listed on the voucher and those listed on the Family Obligations Certification, as allowed by regulations at 24 CFR §982.551, §982.552, or §982.553:

- 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 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 HRHA 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 HRHA 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
  - ♦ 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

## **SECTION 19: 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

## **19.1 PAYMENT AGREEMENT FOR FAMILIES**

A payment agreement as used in this AP 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.

### **19.1.1 GUIDELINES FOR PAYMENT AGREEMENTS**

Payment agreements will be in writing, dated, and signed by (executed between) the head of household and HRHA.

- The repayment agreement will specify the following:
  - ♦ Total amount owed; any lump sum payment made at the time of execution, and the monthly repayment amount.
  - ♦ That the repayment due to HRHA is in addition to the regular monthly rent due to the landlord
  - ♦ That monthly payments must be made by check or money order and paid at HRHA's main office during regular business hours
  - ♦ That the terms of the agreement may be renegotiated due to a change in household income
    - 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
  - ♦ That the agreement is in default when a payment is not made by the due date
  - ♦ That if the family defaults on the payment agreement, the full amount must be paid within 30 days of default
  - ♦ That failure to comply with the terms of the payment agreement will result in the termination of assistance



- As detailed in HUD Notice PIH-2017-12, a payment agreement put into place for the family to reimburse HRHA for the difference between the tenant rent that should have been paid and what was charged *should* be affordable and not exceed 40% of the family's monthly adjusted income. HRHA will generally not require families to pay more than that amount, though HRHA will not deny a family's request to exceed it. HRHA has the discretion to establish thresholds and policies for payment agreements.
- 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
    - 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
  - ♦ HRHA determines that the family committed program fraud
- 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.

### 19.1.2 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

### 19.1.3 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



**19.1.3.1 Late Payments on Owner Claims**

If the family requests a move to another unit and has a payment agreement in place for an owner claim:

- If the payment agreement is not late, the family will be permitted to move.
- If the family is late on a payment, the family will be required to bring all payments current before the move is allowed or the family will be terminated from the program.

**19.1.4 DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING AND FRAUD**

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

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

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

**19.2 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.

**19.3 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

**SECTION 20: GRIEVANCE PROCEDURES**

**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 HRHA 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 HRHA. In those jurisdictions which require that, prior to eviction, a tenant be given a hearing in Court containing the elements of due process, HRHA 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. HRHA 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 HRHA's action or failure to act in accordance with the individual tenant's lease or the regulations of HRHA, 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 HRHA'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 HRHA 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 HRHA'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 HRHA 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 HRHA'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 HRHA, 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 HRHA 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 HRHA; 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: HRHA 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 HRHA'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 HRHA'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 HRHA's subsidy standards, or HRHA'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;



HRHA must give the opportunity for a formal hearing before HRHA 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 HRHA makes a decision regarding the eligibility and/or the amount of assistance for Tenants, the Tenants must be notified in writing. HRHA will give the Tenant prompt notice of such determinations, which notice will include:
1. The proposed action or decision of HRHA;
  2. The date the proposed action or decision will take place;
  3. The Tenant's right to an explanation of the basis for HRHA'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: HRHA is not required to provide the Tenant an opportunity for a hearing for the following:
1. Discretionary administrative determinations by HRHA;
  2. General policy issues or class grievances;
  3. Establishment of HRHA schedule of utility allowances for Tenants in the program;
  4. HRHA determination not to approve an extension or suspension of a voucher term;
  5. HRHA determination not to approve a unit or tenancy;
  6. HRHA determination that an assisted unit is not in compliance with Housing Quality Standards ("HQS"). (However, HRHA 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. HRHA determination that the leased premises is not in accordance with HQS because of the family size;
  8. A determination by HRHA 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 HRHA.
- E. Notice to Tenant:
1. In grievances involving matters in Sections V.B.1. through B.3., HRHA must notify the Tenant that the Tenant may ask for an explanation of the basis of HRHA 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., HRHA 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.
- F. Selection of Hearing Officer: Grievances shall be presented before a hearing officer or panel. A hearing officer or panel shall be appointed by HRHA. 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 HRHA's hearing procedures, as set forth in Section VI of this Grievance Procedure.
- G. Failure to Request a Hearing: If the Tenant does not request a hearing in accordance with this Section V then HRHA'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 HRHA's action in disposing of the Tenant in an appropriate judicial proceeding.
- H. 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.
- I. Escrow Deposit: Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the lease agreement, which HRHA claims is due, the Tenant shall pay to HRHA 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 HRHA 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 HRHA's disposition of his grievance in any appropriate judicial proceeding.
- J. Scheduling of Hearings: When HRHA 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 HRHA upon which HRHA 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 HRHA will request a copy of any documents or evidence the Tenant will use at the hearing.
  6. HRHA's hearing or grievance procedures.
- K. 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 HRHA'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 HRHA shall take effect and another hearing will not be granted. The hearing officer will determine whether the action, inaction, or decision of HRHA 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 HRHA must sustain the burden of justifying HRHA'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 HRHA, 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 HRHA 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 HRHA or management relies;
  5. Present any information or witnesses or question any witnesses pertinent to the issue of the hearing;
  6. Request that HRHA'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, HRHA 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 HRHA 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: HRHA 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 HRHA. HRHA 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 HRHA 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 HRHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision, **UNLESS** HRHA 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 HRHA 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 HRHA of the person conducting the hearing.

HRHA shall be bound, unless it is determined that HRHA is not bound by the hearing officer's determination and HRHA sends a letter to the Tenant within ten (10) business days of the hearing officer's notification to the Tenant. The letter shall include HRHA's reasons for the decision as stated above.

A decision by the hearing officer in favor of HRHA 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 HRHA's action to terminate the tenancy, HRHA 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.



## **SECTION 21: 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.

## **SECTION 22: PROJECT BASED VOUCHER ("PBV") PROGRAM**

### **22.1 GENERAL REQUIREMENTS**

#### **22.1.1 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.

#### **22.1.2 RELOCATION REQUIREMENTS**

See the Regulations, section 983.7.

#### **22.1.3 EQUAL OPPORTUNITY REQUIREMENTS**

See the Regulations, section 983.8.

### **22.2 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.

### **22.2.1 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.

### **22.2.2 PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS**

See Sections 983.53 and 983.54 of the Regulations.

### **22.2.3 SUBSIDY LAYERING**

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

### **22.2.4 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.

### **22.2.5 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.

#### **22.2.6 ENVIRONMENTAL REVIEW**

See Section 983.58 of the Regulations.

#### **22.2.7 REQUEST FOR PROPOSAL PROCESS**

- (a) Advertising: 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.

- (b) Proposal Submission: 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.



- (c) 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.



## **22.3 DWELLING UNITS**

### **22.3.1 HOUSING QUALITY STANDARDS**

See section 983.101 of the Regulations.

### **22.3.2 HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

See section 983.102 of the Regulations.

### **22.3.3 INSPECTING UNITS**

See section 983.103 of the Regulations.

## **22.4 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. 983.152(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)].

## **22.5 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.

### **22.5.1 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.

### **22.5.2 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.

### **22.5.3 DETERMINING RENT TO OWNER; PAYMENTS TO OWNER**

See Subparts G and H of the Regulations.

### **22.5.4 VACANCY PAYMENTS**

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.

### **22.6 OCCUPANCY AND WAITING LIST PROCEDURES**

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.



### **22.6.1 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.

### **22.6.2 USE OF THE TENANT-BASED WAITING LIST**

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.

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).

## **22.7 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.

### **22.7.1 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).

### **22.7.2 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.



### **22.7.3 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.

#### **(a) 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 in 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

**(h) 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 timeframe 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. 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.

## **22.8 FAMILY SELF-SUFFICIENCY PROGRAM / SUPPORTIVE SERVICES**

### **22.8.1 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.

### **22.8.2 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.

### **22.8.3 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.

### **22.8.4 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.

### **22.8.5 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.



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.

#### **22.8.6 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.

#### **SECTION 23: VIOLENCE AGAINST WOMEN ACT (VAWA)**

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.), including provisions of the Violence Against Women and Reauthorization Act of 2013 (VAWA 2013). This policy will refer simply to VAWA.

VAWA protections are not limited to women; they cover victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Any updates in HUD policies that are not reflected below will have precedence over this policy in cases where there is conflicting information.

**Scope:** This policy applies to any and all persons living in properties owned by HRHA and its affiliates, including without limitations, Franklin Heights, LLC.

**Purpose:** HRHA's policy relating to domestic violence is being amended to include updated VAWA provisions, including several key changes relating to housing protections for victims of domestic violence, dating violence, sexual assault, or stalking; as applicable, these updates shall be incorporated into the Lease.



## 23.1 DEFINITIONS

Actual and imminent threat refers to a 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.

Affiliated individual, with respect to an individual, means: (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person: (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

## 23.2 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. 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.
  10. 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.

### **23.3 DOCUMENTATION OF DOMESTIC VIOLENCE**

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 VAWA Certification (form HUD-5382);
- A record of a Federal, State, or local law enforcement agency, court, or administrative agency; or
- A document signed by the household and a professional representative (employer, agent, volunteer of a victim service provider, an attorney, or medical professional, or mental health professional) from whom the victim has sought assistance related to the VAWA-covered action, that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under §5.2003.

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,

Any information submitted to HRHA will be maintained in strict confidence. HRHA will not disclose this information to any other entity or individual unless the disclosure is required for use in an eviction proceeding or hearing regarding termination of assistance; the individual requests in writing with a time-limited release; or if the disclosure is otherwise required by applicable law.

The certification must be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide a certification or other supporting documentation within the specified time frame may result in denial of admission/assistance, termination of assistance, and/or eviction.



If the documentation received by HRHA contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), HRHA may require third party documentation to be submitted within 30 calendar days of any request.

#### **23.4 VAWA NOTIFICATIONS**

HRHA will provide to each applicant and participant:

- “Notice of Occupancy Rights under the Violence Against Women Act,” (form HUD-5380) that explains the VAWA protections, including the right to confidentiality, and any limitations on those protections; and
- A certification form (form HUD-5382), to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking.

As required, the notice and certification form are provided to applicants and participants, in multiple languages as needed in consistency with HUD’s Limited English Proficiency requirements at the following times:

- At the time an applicant is denied assistance or admission to the HCV Program;
- At the time the individual is provided assistance or admission to the HCV Program;
- With any notification of eviction or notification of termination of assistance; and
- All participating families, either during their 2017 annual recertification or at other times in the year.

The required HUD tenancy addendum (form HUD 52641-a) includes a description of specific protections afforded to the victims of domestic violence, dating violence, sexual assault, or stalking, as required.