



Harrisonburg Redevelopment & Housing Authority
P.O. Box 1071, Harrisonburg VA 22803
286 Kelley Street, Harrisonburg VA 22802

Harrisonburg Redevelopment and Housing Authority

2024 Administrative Plan Housing Choice Voucher Program



Michael Wong, Executive Director
Harrisonburg Redevelopment and Housing Authority
P.O. Box 1071, Harrisonburg VA 22803
286 Kelley Street, Harrisonburg VA 22802



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SECTION 1: PROGRAM AND AGENCY OVERVIEW

1.1 The Harrisonburg Redevelopment and Housing Authority

The Harrisonburg Redevelopment and Housing Authority (HRHA) is a public housing agency (PHA). It is a political subdivision of the Commonwealth of Virginia, authorized by Title 36 of the Code of Virginia (Housing Authorities Law). As part of the act, a local election was held on November 8, 1955 and a majority of those voting in the election approved the need for a Redevelopment and Housing Authority to be activated in the City. HRHA was organized on November 29, 1955, and it has been in continual operation since that date. HRHA is authorized to develop and operate housing and housing programs.

1.1.1 The Housing Choice Voucher Program

The PHA receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development (HUD). HRHA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. HRHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

1.2 Legal Jurisdiction

HRHA's area of operation is the City of Harrisonburg and Rockingham County, Virginia. When a participating family exercises its right to portability, the jurisdiction of HRHA's HCV Program is expanded accordingly. More detail on HRHA's portability policy can be found in the portability section.

1.3 Mission and Objectives

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

- To provide improved living conditions for very low income families while maintaining their rent payments at an affordable level
- To promote freedom of housing choice and spatial deconcentration of lower income and minority families
- To promote economic self-sufficiency of participating families
- To provide decent, safe and sanitary housing for eligible participants
- To provide an incentive to private landlords who rent to HCV Voucher recipients by offering timely rental assistance and to provide protection, where possible and reasonable, against unpaid rent, damages, and vacancy loss.

1.3.1 Local Goals

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

1.4 Roles and Responsibilities

The Harrisonburg Redevelopment and Housing Authority is governed by a five-member Board of Commissioners appointed by the Harrisonburg City Council. The Board establishes the Authority's policies and procedures and appoints the Executive Director.

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

- Executive Director
- Deputy Director
- Finance Director
- Construction/Facilities Manager
- Community Development/Grant Coordinator
- HCV Program Manager
- Occupancy Specialist
- Senior HCV Program Specialist
- HCV Program Specialist
- Receptionist/Administrative Assistant
- Inspector (HQS/NSPIRE)

1.4.1 Management Roles

1.4.1.1 Executive Director/Deputy Director

- Maintains active associations with social service, community, civic, and professional organizations to enhance the effectiveness and image of HRHA
- Coordinates policy and program development, financials, and obtains Board of Commissioners approvals
- Identifies and secures necessary resources to support HCV Program operations and leads grant activities to obtain additional vouchers

1.4.1.2 HCV Program Manager

- Reports directly to the Deputy Director
- Tracks HCV Program data performance and operations to identify and address current and pending program issues
- Notifies the Occupancy Specialist (OS) when to issue or not issue vouchers dependent on funding and voucher availability
- Prepares regular monthly and special reports required by HRHA, HUD, and/or other government agencies and communicates to community-based organizations on program services
- Gathers, maintains, and submits HIP and VMS information to HUD
- Supports HCV Program Specialists in the processing of incoming and outgoing portability
- Tracks and deposits tenant repayments



- Coordinates HCV Program usage of EIV compliance and reports
- Reviews and makes determinations for reasonable accommodation requests and Move to Work hardship waivers
- Reviews, approves, and makes HAP payments to HCV Program landlords
- Updates and maintains Administrative Plan and other HCV Program policy/procedural guidance documents
- Responds to inquiries from rental property owners and other interested parties concerning HCV Program requirements and procedures
- Conducts outreach to landlords and regularly updates landlord briefing packets
- Hires, directs and supervises staff to meet program goals through the following activities:
 - Conduct participant briefings
 - Calculate rent subsidy
 - Assist families in locating suitable and qualified housing
 - Complete interim and annual reexaminations
 - Determine tenant income and family status
 - Make related adjustments in subsidy amounts
 - Contact rental property owners on behalf of the HRHA and applicant to obtain information on rental fees and utility cost data
 - Secure owner's acceptance of rental amounts
 - Prepare or oversee the preparation of HRHA's addenda to owner's lease to ensure all program terms and conditions are met
 - Execute HAP contracts between the property owner and HRHA
- Coordinates, procures and oversees the annual implementation of rent reasonableness and utility allowance studies
- Identifies and communicates resources needed to support program operations
- Performs additional duties and responsibilities as required

1.4.1.3 Finance Director

- Manages program finances
- Completes the HUD two-year forecasting tool
- Provides recommendations for future planning and budgets
- Develops financial reports as needed to effectively manage the program

1.4.1.4 Community Development and Grant Coordinator and/or Executive Director

- Prepares application to HUD for additional Housing Choice Vouchers
- Analyzes statistical data to monitor program effectiveness
- Develops recommendations for future grant and resource development opportunities

1.4.1.5 Facilities and Construction Manager

- Conducts NSPIRE quality control inspections as needed
- Assists in training of NSPIRE inspector as needed

1.4.2 HCV Program Support Positions

1.4.2.1 Senior HCV Program Specialist

- Calculates rent subsidy
- Provides technical assistance, when appropriate to HCV Program colleagues with regard to HUD regulations
- Assists voucher participants, to include port-ins, housing searches, and maintains familiarity with available rental units in the Harrisonburg/Rockingham County area.
- Acts as landlord liaison in collaboration with the HCV Program manager.
- Conducts landlord outreach and recruits new landlords to join the HCV Program through a variety of events and briefing meetings.
- Works with existing landlords to answer questions and provide support.
- Liaises with Family Self-Sufficiency program staff and acts as point of contact between the HCV Program and FSS teams.
- Performs project assignments related to the administration of the HCV Program including but not limited to fraud investigations, participant/landlord dispute resolutions, residential market analyses, staff training, and program research assignments.
- May be assigned to lead team projects.
- Assists HCV Program manager in Earned Income Verification compliance and completion of reports consistent with HUD standards.

1.4.2.2 HCV Program Specialist

- Calculates rent subsidy
- Responds to inquiries from rental property owners and other interested parties concerning HCV Program requirements and procedures
- Conducts participant briefings
- Performs interim and annual reexaminations
- May assist applicants in locating suitable and qualified housing
- 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 Authority's 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

1.4.2.3 Occupancy Specialist

- Manages the HCV and PBV waitlists
- Manages tenant selection from the Waiting List
- Conducts interviews and other applicant intake tasks
- Initiates applicant Screening, income verification, and documentation review
- Conducts voucher issuing and briefing meetings
- Maintains documentation of necessary forms and verifications within applicant files

1.4.2.4 Inspector (National Standards for the Physical Inspection of Real Estate)

- Performs all new contract and biennial annual inspections for the HCV Program
- Gathers information regarding repairs and sends letters to owners and tenants
- Tracks NSPIRE enforcement
- Follows up with owners for all unit-failure repair items
- Tracks status of all failed units to completion or abatement/termination
- Notifies the HCV Program Manager of the need to withhold funds and when to continue funding when the inspection identifies repairs and the landlord fails to complete the repairs within the necessary timeframes
- Inputs reports and data for independent agency-completed PBV unit inspections

1.4.2.5 Receptionist and/or Administrative Specialist

- Responsible for data entry and scanning
 - Maintains current and archived electronic versions of all HCV Program forms, checklists, and other materials
 - Assists the HCV team with mailings, scheduling appointments, preparing briefing packets and certification paperwork
 - Answers basic HCV Program and Waiting List questions over the phone and for walk-ins
 - Routes HCV Program calls and correspondence to appropriate respondents
-
- May assist applicants in locating suitable and qualified housing

SECTION 2: THE ADMINISTRATIVE PLAN

2.1 Purpose of the Plan

HRHA is required to adopt a written administrative plan to establish local policies for administration of the HCV Program in accordance with HUD regulations. The Administrative Plan must contain HRHA's policy on matters for which the agency has discretion to establish with regard to local policies.

The Administrative Plan will establish local policies for items not prescribed in federal regulations for the HCV Program and enhanced guidance for local application of regulated items for which the PHA is given explicit discretion.

HRHA-established policies in this Administrative Plan are intended to promote local housing objectives and carry out the program in a manner consistent with the intent of federal housing legislation.

The PHA must administer the program in accordance with the Administrative Plan. The required policies that must be included in the Administrative Plan are listed in the 24 CFR Part 982.54.

2.2 Rules and Regulations

The authority for HRHA policies is derived from multiple sources. HRHA is required to comply with federal statutes, federal regulations, current HUD memos, notices, and handbooks.

- HRHA complies with State law where such law exists, and does not conflict with federal regulations.
- For topics not regulated by HUD, federal regulations or state law, HRHA considers best practices and industry standards.

2.2.1 Guidance and Resources

Guidance on aspects of the HCV Program administration not addressed in this Administrative Plan are governed by federal regulations, HUD handbooks and guidebooks, notices, and other applicable law, including:

- Code of Federal Regulations
 - 24 CFR Part 5: General Program Requirements
 - 24 CFR Part 8: Nondiscrimination
 - 24 CFR Part 35: Lead-Based Paint
 - 24 CFR Part 100: The Fair Housing Act
 - 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
 - 24 CFR Part 983: Project-Based Vouchers
- Housing Choice Voucher Program Guidebook / HUD Handbook 7420.7
- HUD-PIH Notices
- HUD Office of Housing Choice Vouchers website
- Virginia Landlord Tenant Act



2.3 Changes and Approval

The administrative plan is a supporting document to the PHA agency plan, and is available for public review as required by CFR 24 Part 903. Changes to the Administrative Plan will be approved by the HRHA Board of Commissioners and the Department of Housing and Urban Development (HUD).

HRHA updates the Administrative Plan as needed. The administrative plan and any revisions must be formally adopted by HRHA’s Board of Commissioners. Substantive changes require approval of HRHA’s Board of Commissioners. Technical and clarification changes do not need Board approval.

2.3.1 Policy and Regulatory Updates

HRHA is responsible for complying with all subsequent changes in HUD regulations and guidance pertaining to this program. If such changes conflict with the Administrative Plan, HUD-issued directives and regulations will have precedence.

2.4 Administrative Plan Terminology

Abbreviation or Synonym	Expanded Term
Applicant	HCV Program applicant; can refer to a single-person family
CFR	Code of Federal Regulations
Disability	Federal nondiscrimination laws define a person with a disability to include any (1) individual with a physical or mental impairment that substantially limits one or more major life activities; (2) individual with a record of such impairment; or (3) individual who is regarded as having such an impairment. Term denoting a condition where “handicap” was previously used
Family	HCV Program participant or applicant; can refer to a single-person family
HCV	Housing Choice Voucher
HRHA	Harrisonburg Redevelopment and Housing Authority
Landlord	Property owner or lessor, used interchangeably with “Owner”
MTW	Move to Work
NSPIRE	National Standards for the Physical Inspection of Real Estate
Owner	Property owner or lessor, used interchangeably with “Landlord”
PHA	Public Housing Authority; referring to HRHA in this document
Tenant	HCV Program Participant, when used in relation to their landlord

SECTION 3: FAIR HOUSING AND EQUAL OPPORTUNITY

3.1 Nondiscrimination

HRHA will comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20
- Violence Against Women Reauthorization Act of 2013 (VAWA)

Any applicable state laws, local ordinances and legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted will also apply.

HRHA shall not discriminate against any persons or families because of:

- Race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, or disability (federally protected classes). Familial status includes children under age 18 living with parents/legal guardians, pregnant women, and people securing custody of children under age 18.
- Real or perceived sexual orientation, or gender identity
- Elderliness, source of funds. Or military status (Virginia protected classes)

Specifically, HRHA shall not deny any family or individual the opportunity to apply for or receive assistance under HUD's Housing Choice Voucher Program. To further its commitment to full compliance with applicable Civil Rights laws, HRHA will provide Federal/State/local information to HCV Program applicants and participants regarding discrimination and any recourse available during the family briefing session. All applicable Fair Housing information, including complaint forms as part of the HCV Program briefing packet.



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

In complying with Section 504 of the Rehabilitation Act of 1973, HRHA will take appropriate actions to make its HCV Program more accessible and to encourage the provision of accessible housing.

3.1.1 Statement of Fair Housing Policy Affirmative Actions

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

- Identifying any impediments to fair housing choice within HRHA programs
- Addressing those impediments in a reasonable fashion utilizing the resources available
- Working with local jurisdictions to implement any of the jurisdiction's initiatives that affirmatively further fair housing that require the PHA's involvement
- 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. Eligible applicants or participants will not be required to accept supportive services as a condition of continued participation in the program.
- Not deny persons who qualify for a voucher under this program other housing opportunities, and not restrict access to PHA programs by 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.
- 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, affirmatively further fair housing by:

- Including information on the fair housing rights of HCV Program 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 national Fair Housing Complaint Hotline is (800) 669-9777, which may be accessed via TTY by calling the Federal Information Relay Service at (800) 877-8339
- 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 inappropriate for another program or individual. Decisions to approve or deny requests for accommodations shall be made on a case-by-case basis in 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

HCV Program reasonable accommodations may include, but are not limited to:

- Allowing a live-in aide for a disabled participant to reside in an appropriately sized unit.
- Making documents available in larger type, computer disc or Braille.
- Subsidizing an additional bedroom for a disabled family member's medical equipment.
- Conducting certifications or other business via home visit, mail, or video conference.
- 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.
- Utilizing exception payment standards
- Permitting requests for voucher extensions if there is difficulty locating housing with suitable accessible features or that is otherwise appropriate for the family that has a family member with a disability.

3.2.2 Definition of Disability

The reasonable accommodation definition of disability is broader than the definition used for admission. The civil rights 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.



3.2.3 How to Request an Accommodation

A reasonable accommodation can be requested at any time. The family must explain what type of accommodation is needed. If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability.

- A “Reasonable Accommodation Request” must be completed in writing. Forms are available at the main HRHA office and on the HRHA website.
- If the person with a disability is unable to submit a request in writing, HRHA will document the request on the written form on their behalf.
- If a family indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, but no formal request is made, the PHA is required to treat the information as a request for a reasonable accommodation [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]. HRHA may provide the request form to the family at that time, or document the request on their behalf if necessary.
- Live-in aide requests must be submitted on the required HRHA request form(s), as the person needing the aide must certify their understanding of the role of the aide, name the person they wish to add as an aide, and provide other information to be used to determine if the identified live-in aide is eligible (see [Section 6.3.4](#) for live-in aide policy and [Section 10.1.1](#) for exceptions to occupancy standards.)
- In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is not obligated for the support of the person(s) needing the care. The live-in aide would only live in the unit to provide the necessary supportive services.

3.2.4 Verification of Disability and Need for Accommodation

The person making the request must be a person with disabilities. 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 must obtain verification that the person is a person with a disability.
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. HRHA will not inquire about the nature or extent of any disability.
- All information related to a person’s disability will be treated in accordance with HRHA’s privacy policies. Medical records will not be retained.
- If the PHA receives confidential information about a person’s specific diagnosis, treatment, or the nature or severity of the disability, the PHA will dispose of it. In place of that information, the PHA will note in the file that the disability and other requested information have been verified. The date that verification was received and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26] will be noted as well.

Third Party Verification: With the request, the disabled person must identify a medical doctor or health care professional licensed in the Commonwealth of Virginia who is currently providing care to the individual and in a position to know about the individual’s disability. HRHA will contact this provider as needed to obtain third-party verification. If verification is not received within 30 days of being requested, the request will be closed.

Frequency of Requests: The need for ongoing reasonable accommodations such as live-in aides and extra bedrooms will be re-verified at recertification. The identity of the live-in aide will be verified annually. HRHA reserves the right to review facts and circumstances of any reasonable accommodation and determine whether the situation warrants annual resubmission of the request or not. Generally, if the disability is already documented, HRHA will only verify the need for the accommodation.

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.

3.2.5 HRHA Review

The HCV Program Manager will review all requests for accommodation. If additional information or documentation is required, the person requesting accommodation will be notified. If the required information is not received **within 10 business days** from the day of receipt, the request will be closed.

The HCV Program Manager will consider the following factors:

- Is the disability either apparent or been verified by a medical professional?
- Is the accommodation necessary in relation to the person’s disability as apparent or verified by a medical professional?
- Would the accommodation constitute a fundamental alteration to HRHA’s fundamental business? HRHA’s business is housing. A request that would alter the fundamental business that HRHA conducts would not be reasonable. For example, HRHA would deny a request to perform grocery-shopping duties for the person with disabilities.
- Would the requested accommodation create an undue financial hardship or administrative burden for HRHA? In most cases, 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.

3.2.6 Determination

The family will be notified of the decision pertaining to their request in writing.

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

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

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

Approval of a live-in aide does not specify approval of a specific person to provide this service for the family. While a live-in aide request might be approved, the individual selected will still need to go through an approval process. See HRHA policy on eligibility of a live-in aide in Section 6.3.2.

3.2.7 Communication

All notifications requesting action by the participant including but not limited to notification for reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation.

3.3 Request for Effective Communications

A person with disabilities may request the use of effective communication strategies in order to facilitate participation in the HCV program. Examples include appropriate auxiliary aids and services, such as interpreters, computer-assisted real time transcription (CART), captioned videos with audible video description, visual alarm devices, a talking thermostat, accessible electronic communications and websites, documents in alternative formats (e.g., Braille, large print), or assistance in reading or completing a form, etc.

Requests should be made initially to the FSS coordinator or HCV Program specialist. If a family is not satisfied with the FSS Coordinator or HCV Program specialist's response, the family may submit a request in writing in accordance with the agency's effective communications policy. The policy is available online at www.harrisonburgrha.com

SECTION 4: COMMUNITY OUTREACH

4.1 Family Outreach

HRHA will publicize and disseminate information, as needed, concerning the availability and nature of HCV Program assistance for low-income families. Generally, upon execution of an Annual Contributions Contract (ACC) for HCV Program assistance, HRHA will advertise 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 applications have been suspended according to HUD regulations.

Such advertisements will:

- Advise families where and how applications will be taken
- Briefly describe the Housing Choice Voucher Program
- State that occupants or applicants of any other subsidized housing program must specifically apply for the Housing Choice Voucher Program, and that applicants for the Housing Choice Voucher Program will not lose their place on HRHA's project based voucher lists should they choose to apply to the HCV 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 to facilitate access for 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 addition, HRHA will continuously carry out the following outreach activities:

- HRHA staff 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.
- Program requirements will be explained and printed material will be offered to acquaint the owner/manager with the opportunities available under the program.
- HRHA will maintain a list of interested landlords and the property available to Housing Choice Voucher Program participants and update this list as often as possible.
- HRHA's MTW plan offers landlord incentives which include:
 - Vacancy loss payments of one-month contract rent for the prior lease upon execution of a new HAP contract. Exclusion would be unit changes within the same owner's portfolio.
 - Damage claims with payment of up to one month of the contract rent for damage claims if costs of repairs exceed the security deposit and require execution of a new HAP contract.



- Referring landlord bonus of \$250, a new contract bonus of \$250, and security deposit payment of up to one month's rent, one time per new tenant.

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 HCV programs. These efforts may 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
- Offering higher rent 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 applicants with disabilities have equal access to the benefits of the HCV Program. Those efforts will include, but are not limited to, the following types of activities:

- Developing effective methods for communicating program information to applicants with disabilities that takes into consideration their physical or mental limitations
- Providing reasonable accommodations for applicants with disabilities during the application process. An example would be taking applications at the applicant's home or completing the application via video conference.
- Provide applicants with disabilities a current listing of available accessible units known to HRHA.
- Establishing a liberal extension policy to allow applicants with disabilities sufficient time to locate suitable accessible housing
- Providing other appropriate assistance to applicants with disabilities to facilitate their search for accessible housing

4.4 Family Self-Sufficiency Outreach

The outreach procedures for the Family Self-Sufficiency Program are outlined in the *FSS Section* of this Administrative Plan.

4.5 Services for Limited English Proficiency Families

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: MAINTENANCE OF MANAGEMENT RECORDS

HRHA firmly believes in the value of operating an efficient business to better serve our community. Through self-monitoring activities and continuous improvement to processes and procedures, our goal is to employ more efficient and effective management tools to enhance our customer service. Our commitment to quality will be evidenced in our 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 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's Personnel Policy and adhere to the following code of conduct:

Comply with conflict of interest requirements of the Housing Choice Voucher Program pursuant to 24 CFR §982.161,

Prohibit the solicitation or acceptance of gifts or gratuities in excess of a nominal value by any officer or employee of HRHA

All employees of HRHA are prohibited from participating in the HCV Program as a landlord.

5.3 Privacy Rights and Privacy Policy

Applicants and participating families will be required to sign the Federal Privacy Statement in conjunction with the HUD 50058 form, which states the conditions under which HUD will release tenant and owner information.

HRHA's policy regarding release of information is to release only pertinent client information in accordance with the signed release authorization executed with the initial application and at recertification.

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



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:

- Meet the definition of a “family”
- Be within the defined income limits
- Provide copies of valid Social Security Cards for all family members
- Furnish a Declaration of Citizenship or Eligible Immigrant Status and verification when required
- Sign appropriate consent authorization documents

Additionally, HRHA will deny admission if the applicant fails to meet other criteria for admission as 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

To be eligible for assistance, HCV program applicants must qualify as a family. In this case, family and household have different definitions. The PHA is required to include its definition of what group of persons qualifies as family in the Administrative Plan. [24 CFR §982.54(d)(4)]

HUD’s definition of family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly (age 62+) person, displaced person, disabled person, near-elderly person (age 50-61), or any other single person
- A group of persons residing together and such group includes, but is not limited to an elderly family, a near-elderly family, a disabled family, a displaced family, the remaining member of a tenant family, and a family with or without children.
- A child who is temporarily away from the home because of placement in foster care must be considered a member of the family [24 CFR §5.403 Family(2)(i)] - see Absence Policy in Section 10.5.

The PHA has the discretion to define any other group of persons that qualifies as a family. HRHA’s definition of family includes:

- **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 two families living together** such as a mother and father, and a daughter with her own husband or children *apply* together as a one-family unit, they will be treated as such. HRHA does not permit the addition of a family to an existing voucher-assisted household; see the *Changes in Family Composition* section.
- **An elderly family** - defined as a family whose head, spouse, or sole member is a person who is at least 62 years of age. It can include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
- **A near-elderly family** – defined as 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. It can include two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides
- **A disabled family** – defined as a family whose head, spouse, or sole member is a person with disabilities. It can include two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

6.3 Family Members and Household Composition

6.3.1 Head of Household

Head of household is defined as an adult member of the family who is considered the head for purposes of determining income eligibility and rent. [24 CFR §5.504(b)]

The head of household (HoH) is the person who assumes legal responsibility for the household and is listed on the application as head. The head of household must have the legal capacity to enter into a lease under state and local law. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program alone, or in conjunction with a co-head or spouse.

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 Program purposes and designated head of family for purposes of participation in the Family Self-Sufficiency Program or the Move to Work program.

6.3.2 Spouse, Co-Head, and Other Adults

A spouse is the marriage partner of the head of household. It does not apply to friends, roommates, or significant others who are not marriage partners.

A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse.



A family can have only one co-head or one spouse.

Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

6.3.3 Dependents [24 CFR §5.603]

A family member is a dependent if they are:

- Under 18 years of age
- A person of any age who is living with disability
- A full-time student of any age

A full-time student is defined as a person who attends school or vocational training on a full-time basis. The time commitment or subject load needed to be full-time is defined by the educational institution.

The head of household, spouse, co-head, foster children or foster adults and live-in aide(s) can never be dependents.

6.3.3.1 Joint Custody of Dependents

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 notifies both HRHA and the landlord in writing.

6.3.4 Live-In Aide

A live-in aide is a household member but is not considered a family member. A household may include one or more live-in attendant who meets all of the following criteria:

- Has been determined by HRHA to be essential to the care and well-being of the elderly and/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 (no shared bills or expenses)
- Would not be living in the unit except to provide care for the elderly or disabled family member. The live-in aide **cannot** be someone who was previously a 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 to submit supporting documentation upon request to verify that they meet the above definition. This documentation includes proof and/or certification of separate finances as well as documentation that the aide has a residence, 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 HCV Program.

Live-in aides' income will not be counted for purposes of determining eligibility or rent however, they are subject to background screening and are required to provide eligibility information.

A live-in aide may only reside in the unit with the approval of HRHA. The family must submit a Live-In Aide Request form. Written verification will be required from a reliable, knowledgeable professional such as a doctor, social worker, or case worker that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member.

The verification must include:

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

HCV specialists will verify that the identity of the live-in aide has not changed annually. The family must notify HRHA whenever any change occurs with regards to the status of the live-in aide. For continued approval, the family must submit a new written request for PHA verification at each re-examination.

HRHA will refuse approval of 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 or violent criminal activity
- Currently owes rent or other amounts to HRHA or another PHA in connection with the HCV Program, public housing, or other housing assistance programs under the 1937 Housing Act

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

6.4 Income Limitations

A family's income must be within the income limits for the PHA's jurisdiction at the time the family receives a voucher to search for housing. In order to be eligible, an applicant must meet one of the following income categories:

- **Extremely Low Income:** Annual income does not exceed 30% of the HUD-established area median income for the Harrisonburg/Rockingham Metropolitan Statistical area, as published under the Federal Register
- **Very Low Income:** Annual 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.

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 if rent after rehabilitation would cause an increase of more than 30% of their income.
- **Rental vouchers:** If the family is displaced due to physical construction, overcrowding, or change in the use of the unit.

6.4.1 Income Targeting Requirements

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.

- **Extremely Low Income:** Income does not exceed the higher 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.

6.5 Mandatory Social Security Numbers

Prior to admission, the applicant and all members of the applicant’s household must submit acceptable documentation of the social security number (SSN) assigned to each household member. See the *Verification* section for further details.

Applicant families that are otherwise eligible may not be admitted until documentation of a valid SSN is submitted to the PHA. The applicants will retain their position on the waiting list during the verification period.

- If a child under age 6 has been added to an applicant family within six months prior to voucher issuance, an otherwise eligible family may be admitted to the program before SSN documentation is submitted. The family has **90 days from the HAP contract effective date** to disclose and document the child’s SSN.
- **The PHA must allow one additional 90-day period** if the applicant family experienced delays beyond its control, consistent with 24 CFR 5.218(c)(2).
- **The PHA must deny assistance to an applicant family** if they do not meet SSN disclosure and documentation requirements [24 CFR §5.216].

6.5.1 Adding New Members

To add new household members age six plus (6+) or new members six and under who already have a SSN to a participant household, the family must disclose and document the new member’s SSN before adding the new member to the assisted household.

- If said household member does not have a SSN, the member must obtain one and the family must disclose and document the new member’s SSN prior to adding them to the assisted household.
- When adding a new household member who is under six years of age and does not have a SSN (for example, a newborn child), the participant must disclose and document the SSN for the new member within 90 days of the child’s addition to the household.
- PHAs may grant a 90-day extension if the failure to provide the information was beyond the family’s control for example, if the delay was due to delayed processing by the Social Security Administration (SSA), a natural disaster, or a death in the family.
- A PHA must add the child to the assisted household pending submission of the SSN and the family must receive all associated benefits and deductions. The PHA must assign a PIC Alternate ID to the child, and later replace it with the child’s assigned SSN.

6.6 Citizenship Status

To be eligible for assistance, individuals must be U.S. citizens, U.S. nationals, or noncitizens with eligible immigration status. 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 U.S. Citizenship and Immigration Service (USCIS).

For the citizenship or eligible immigration status 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. Assistance to applicants may be delayed while a hearing by the HRHA 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 prorated 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.



Documentation and verification of citizenship or eligible immigration status is in the Verifications section.

6.7 Student Eligibility

In accordance with 24 CFR §5.612, HRHA cannot assist anyone who is enrolled as a student at an institution of higher education whether full-time or part-time, unless they meet additional eligibility criteria if they will not reside with their parents.

To receive assistance, the student must meet *at least one* of the following criteria:

- 24 years of age or older.
- A veteran.
- Married.
- Has a dependent child.
- A person with disabilities who was receiving HCV Program assistance as of November 30, 2005.
- A graduate or professional student.
- Individually income eligible and the student's parents are individually or jointly income eligible
- Independent student, defined as 24 years of age or older by December 31 of the award year
- An orphan, in foster care, or a ward of the court or was an orphan, in foster care or a ward of the court at any time when the individual was 13 years of age or older
- An individual who is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence
- A student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
- Is classified as a Vulnerable Youth.

A student meets HUD's definition of Vulnerable Youth when the individual has been verified during the school year in which the application is submitted as either an "unaccompanied youth" who also falls within the definition of "homeless children and youths" (as defined in Section 725 of the McKinney-Vento Homeless Assistance Act), or as unaccompanied youth (as defined in Section 725 of the McKinney-Vento Homeless Assistance Act), who are at risk of homelessness and self-supporting. This verification has to be made by:

- A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act
- The director of a program funded under the Runaway and Homeless Youth Act or designee of the director
- The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director
- A financial aid administrator

6.8 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 program regulations, must not exceed the gross rent of the selected unit.
- Any outstanding debt owed to HRHA or another PHA on any previous tenancy for public housing or the HCV Program must have been paid. For debts to HRHA, the Executive Director may authorize exceptions and approve repayment agreements on a case-by-case basis
- Family must have left any previous tenancy under the HCV Program without being in violation of any family obligations under the program.
- 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
- Family must meet HRHA screening standards for drug abuse and other criminal activity, as detailed below.

6.8.1 EIV Reports Prior to Admission [PIH 2018-18]

Prior to admission, HRHA must search for each family member in the EIV Existing Tenant Search. The search will show if any family member on the HCV application is currently assisted by another PHA.

If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file.

All adult household members must sign the HUD-52675. *The form is only required to be signed by each adult one time.* The form notifies the adults that their debt and terminations information will be shared with other PHAs and will be accessible by HUD staff, PHA staff, and contractors.

Prior to admission to the program, the PHA must search for each adult family member in the EIV Debts Owed to PHAs and Terminations database. If any information on debts or terminations is returned by the search, the PHA will determine if the offenses violate their admissions policies.

EIV information is typically not available for applicant families. If information is not available at the time of income determination, the PHA must review the family's income using EIV and Income Validation Tool (IVT) Reports 120 days after the New Admission is processed to identify any unreported or underreported income sources.

- Copies of these reports must be maintained in the tenant file
- Income discrepancies must be resolved with the family within 60 days of the EIV report.



6.9 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 is required to prohibit program admission as follows:

- **Denied for Life:** Any family member who has been convicted of *manufacturing or producing methamphetamine in a federally subsidized assisted property* will be barred from receiving HCV assistance for life.
- **Denied for Life:** Any family member who has a lifetime registration under a State sex offender registration program will be barred from receiving HCV assistance for life.
- **Three Years from Eviction Date:** Families who have been evicted from federally assisted housing for engaging in drug-related criminal activity will not be eligible for assistance for three years from the date of eviction.
- **Three Years Prior to Admission:** An applicant who has been convicted for drug-related or violent criminal activity within the three years prior to admission to the HCV program is not eligible for assistance. This includes the felony conviction of any type of violent criminal activity (such as but not limited to: assault and battery, threatening behavior that causes harm to others, use of weapons, assault of a law enforcement officer and/or **manufacturing**, selling, distributing, a controlled substance or felony conviction of **possession with intent** to manufacture, sell or distribute a controlled substance under federal, state or local law and as defined in the Controlled Substance Act.
- **Three Months Prior to Application/Eligibility Review Date:** If any family member has engaged in illegal drug use *within the previous three months before the application/eligibility review date*.

Drug related criminal activity does not include 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
- 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 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 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 otherwise been rehabilitated successfully as determined by the HRHA based on evidentiary supporting material
 - The person has successfully completed a supervised drug or alcohol rehabilitation program
 - 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

6.10 Applicant and New Member Screening

HRHA is responsible for verifying HCV Program eligibility requirements as defined in this document.

- To determine eligibility with program requirements, a background check will be performed on all adults age 18 and over prior to admission. This includes live-in aides and new adults being added to the household.
- HRHA will not be obligated to search for 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.

6.10.1 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.

6.10.2 Information to be Provided to Prospective Owners

- HRHA is required, upon request, to give all prospective owners a family's current and prior addresses including the names and addresses of the property owners at those addresses [24 CFR §982.307(b)].
- HRHA will provide the same information to each landlord, and will clearly explain this policy in both the tenant and landlord briefing packets.
- HRHA has discretion to establish a policy to provide details related to tenancy that may be in the agency's possession such as family members' rent paying history, drug or criminal activity.
- At this time, it is HRHA's policy to not provide this additional information to the landlord. This policy will be noted in the tenant briefing and in any landlord briefing packets or materials.



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 Program 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>

7.1.1 Completing an Application

All families who wish to apply for HCV Program assistance must complete an Application for Housing Assistance online at HRHA’s website or submit a paper application at our offices located at 286 Kelley St.

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.

All completed applications will generate a confirmation number when submitted online. The confirmation number will be automatically emailed to the applicant email address on file. Paper applications will be entered into our database and a confirmation sent to the applicant via mail and email.

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 the family admission to the program. *A family whose assistance has been terminated due to a program violation may not apply to the program for a period of two years from the date of termination.*

This policy serves 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 the HCV Program may be given preferences over other applicants under certain conditions. Federal regulations allow each PHA to establish local preferences 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
Family Unification Program (FUP)	FUP is a program under which Housing Choice Vouchers (HCVs) are provided to families for whom the lack of adequate housing is a primary factor in the imminent placement of the family’s child or children in out-of-home care or the delay in the discharge of the child or children to the family from out-of-home care. <ul style="list-style-type: none"> ▪ HRHA will accept FUP referrals that come directly from Child Protective Services or the Department of Social Services 	150
Mainstream Vouchers	Mainstream vouchers assist non-elderly persons with disabilities. <ul style="list-style-type: none"> ▪ All Mainstream Program referrals must come directly from an agency or centralized intake verifying the family’s eligibility to participate in the Mainstream program. ▪ Documentation of disability must accompany the referral. 	150
Live/Work in the Jurisdiction	HRHA’s jurisdiction is within the City of Harrisonburg and Rockingham County. This preference is for individuals who: <ul style="list-style-type: none"> ▪ Have established residency in the city of Harrisonburg or Rockingham County for a period of at least 18 months. ▪ Who have been continuously employed for at least 180 days and 20 hours per week in the City of Harrisonburg or Rockingham County. 	85



Single Head Of Household with children	A family comprised of a single head of household who has: <ul style="list-style-type: none"> • A child or children under the age of 18 currently in the custody of the head of household • No spouse, co-head, or other adult with the family (foster adults and approved live in aides are not considered other adults) 	50
Elderly and/or Disabled	A person is elderly if they are of age 62 or older. A person is disabled if they have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, and substantially impedes their ability to live independently. An elderly family must meet any one of the following criteria: <ul style="list-style-type: none"> ▪ A family whose head, spouse, or sole member is a person who is at least 62 years of age ▪ Two or more persons who are at least 62 years of age living together ▪ One or more persons who are at least 62 years of age living with one or more live-in aides A disabled family must meet any one of the following criteria: <ul style="list-style-type: none"> ▪ A family whose head, spouse, or sole member is a person with disabilities ▪ Two or more persons with disabilities living together ▪ One or more persons with disabilities living with one or more live-in aides 	20
High Rent Burdened	Families who pay more than 50 percent of their income on rent. <ul style="list-style-type: none"> ▪ To qualify for this preference, one month's rent and utility payments must be equal to or greater than <i>50% of the family's monthly income.</i> 	20
Displaced Family	<ul style="list-style-type: none"> ▪ Individuals or families involuntarily 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
Escaping Domestic Violence	<ul style="list-style-type: none"> ▪ An applicant who has vacated their place of residence due to actual or threatened violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member. ▪ An applicant who lives in housing with an individual who engages in such violence, or a family that includes victims of domestic violence, dating violence, sexual assault, or stalking who is seeking an emergency transfer under VAWA in the voucher program (current participants only) or other covered housing program operated by the PHA. 	20
Receiving Services from a local community Service Organization	<ul style="list-style-type: none"> ▪ The applicant is receiving case management, counseling, and/or other supportive services at the time of application through local community service organizations. Examples include (but are not limited to): Community Service Board, Department of Social Services (Adult Services, Adult Protective Services, Child Protective Services), Our Community Place, McNulty Center, or disability service organization (VAIL, VDARS). 	20
Developmentally or Intellectually Disabled	<ul style="list-style-type: none"> ▪ Individuals who are part of the Commonwealth of Virginia's Olmstead Ruling needing housing rental assistance* ▪ This preference applies to individuals who previously lived in a group home or institution. 	20
Homeless or Substandard Living Conditions	<p>Lacks a fixed, regular, adequate nighttime residence, or a primary residence that is:</p> <ul style="list-style-type: none"> ▪ A supervised publicly or privately operated shelter designed to provide temporary living accommodations, (including hotel/motel vouchers for short-term stays by homeless service providers, congregate shelters, and transitional housing for the mentally ill) ▪ An institution that provides a temporary residence for individuals intended to be institutionalized ▪ A public or private place not designed for or ordinarily use as a regular sleeping accommodation for human beings. <p>A "homeless family" does not include an 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
	<ul style="list-style-type: none"> ▪ 	
Veteran	<ul style="list-style-type: none"> ▪ Any currently serving or honorably discharged member of the U.S. Armed Forces listed as the head of household, spouse, co-head, or a surviving spouse. 	15
Upwardly Mobile	<p>Head of household or spouse meets at least one of the following criteria:</p> <ul style="list-style-type: none"> ▪ Attending School full-time ▪ Attending a certified General Equivalency Diploma (GED) program ▪ Participating in a verifiable job training program 	5



*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 two criteria:

- Total Preference Score, highest to lowest
- Order of application submission by date and time

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 only be selected from the waiting list for eligibility review when funding is available. Applicants will be selected by the number of preference points they have and in the order of submission as determined by their date and time of placement on the waiting list. The selection process off the waiting list will be clearly documented each time.

Applicants who reapply to be placed back on the waiting list will be positioned on the waiting list as of the date and time that 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 requested during intake review will be put back placed back on the waiting list.
- A family that *fails to begin intake for application review* will be removed from the waitlist for no response, and will have to 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 income limits must reapply to be placed back on the waiting list.

7.4.3 Opening the Waiting List

The HCV Program will only accept applications when the program Waiting List is open for applications. HRHA will use the following procedures to open the waiting list.

Advertising through public notice with information containing:

- The dates when families may apply online
- The specific HCV programs (including a brief description) for which applications are open
- Information on how to submit an application
- Information on eligibility requirements and limitations, if any, on who may apply
- The availability of local preferences
- HRHA contact information to include physical address and telephone number

Upon request from a person with a disability, additional time will be given as an accommodation to submit 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. The reasons for denial of assistance may include but are not limited to action or inaction by members of the family for the grounds stated in the Termination of Assistance chapter of this administrative plan.

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 Updating the Waiting List

The waiting list will be updated annually to ensure that it is current and accurate. A notice will be mailed asking applicants to confirm their continued interest in receiving a housing choice voucher.

Applicants with email addresses will also receive notice via email. 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.

Applicants who do not confirm their intention to stay on the waitlist will need to reapply to the waitlist.

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 to HRHA correspondence within specified deadlines

If the applicant provides documentation that they were unable to 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



If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice. The letter and return stamp from the post office will be scanned to the applicant's electronic file.

The family will be reinstated if there is any possibility that the family was not notified due to circumstances beyond the family's control

SECTION 8: ADMISSION PROCESS

It is the policy of HRHA to maintain strict control and tracking of all tenant documents, including applications. In this section, we detail policies related to the lifecycle of applications, verification, and final determination of eligibility.

8.1 COMPLETING AN APPLICATION

This phase involves interested parties initiating the process for applying to the HCV Program. During open application periods, interested parties are able to request housing assistance on the HRHA website at <http://www.harrisonburghrha.com>. Assistance in completing the application can be provided during regular business hours at 286 Kelley Street Harrisonburg, VA 22802.

- 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 allow the family to specify and establish any preferences for which they may qualify.
- The applicant will also be provided information on to how to request accommodation due to illness or disability etc.
- All applicant files will be retained in our office for a minimum of three (3) years, regardless of application outcome.

8.1.1 Preliminary Determination of Eligibility

Generally, applications are placed on the Waiting List and eligibility is determined at a later date however, a preliminary review of the application may indicate that the household is not eligible.

An eligible family is placed on the Waiting List. HRHA will provide the family written notification when their application has come up for review.

If the PHA determines that the family is ineligible for a voucher, a written notice of the determination will be provided. The notice will clearly state the reasons for the determination, and the family is given opportunity for an informal review, as specified in this Administrative Plan.

8.2 VERIFICATION AND FINAL DETERMINATION

Preference points selected by the applicant determine placement on the waiting list. When applications come up for review, all applicants will be required to provide verifiable documents to support the preference points that they have selected. **All preference points must be applicable at the time of application review process.**

Applicants will be notified by email and regular mail when their application has come up for review. They will be required to begin and complete the intake/verification process within 15 calendar days. For applicants who are unable to complete the intake/verification process online, our front desk staff are available to help via phone or a visit to our main office at 286 Kelley St.

With the notification of application review, applicants will be provided a list of documents that will be required to verify the specific preferences on their application at the time of selection. Documentation requirements for verification of preferences are located in the Verification section of this plan. Applicants must provide **ALL** documents as requested within 15 calendar days. Failure to do so will result in the applicant being put back on the Wait List.

***If documents must be ordered, applicants should provide a verifiable receipt or confirmation of the order. HRHA will require the requested documents to be submitted within 90 days.**

Applicants who are **not eligible for preferences** selected on their application, but are still eligible for assistance will be returned to the waiting list based on the verified preference status. The applicants will be notified of the change in writing.

A family that is found to be **ineligible for a voucher** 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 administrative plan. Following further review, the Executive Director may allow applicants to provide additional information on a case-by-case basis.

8.2.1 FINAL DETERMINATION OF ELIGIBILITY AND VOUCHER BRIEFING

When a family is determined to be eligible for a voucher, they will be notified in writing. A briefing will be scheduled to go over the voucher issuing process. A reasonable accommodation due to a disability may be requested for alternative meeting types for the briefing meeting. The briefing will include all HUD required elements and information concerning participation in the Family Self Sufficiency program.

In accordance with 24 CFR §982.301, HRHA conducts briefing sessions with all new families selected to participate in the voucher program. HRHA will have two touch points with each family either in person, virtually, or via telephone:

- Families will meet with the HRHA Occupancy Specialist to be issued a voucher. At this briefing they will receive instructions on how to fill out an online request for tenancy application (RFTA) once their search for housing has been successful. This briefing will include information on where the family may lease a unit as well as HUD required information.
- Families will meet with their assigned case worker once their RFTA has been approved. The case worker will go over program compliance guidelines which include family obligations, owner responsibilities, expectations, requirements, and an explanation of portability. The briefing may include additional information on how to be a successful renter.



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. The Housing Voucher Program will accept applications when HRHA determines that sufficient funding is available to support additional assisted units.

9.1 TERM OF A VOUCHER

The initial term of a voucher is 60 days as stated on the voucher form. The start date of the voucher will be the date that the voucher is issued to the applicant or participant. Once they find a rental unit, the family is required to submit an online Request for Tenancy Approval (RFTA).

Failure to complete the online RFTA process may cause the family to be denied admission into the housing program. In such cases, the family may request an informal review as specified in this Administrative Plan.

9.1.1 VOUCHER EXTENSIONS

HRHA may grant up to two 60-day extensions of the initial term of the voucher. The initial term plus any extensions **will never exceed** a total of 180 calendar days from the date of issuance, notwithstanding tolling time. Families should, but are not required to, document their search efforts.

The family must request an extension in writing prior to the voucher term expiration date. These instructions are on HRHA's Voucher Extension Request form. A copy of the form is included in the family's briefing packet. HRHA may require families requesting a *second* extension to include a statement of the efforts they have made to find a unit.

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 provided that 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

SECTION 10: PAYMENT STANDARDS AND SUBSIDY STANDARDS

The PHA 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 (number of bedrooms):

- **ONE bedroom** for a family of one or two people maximum.
- **TWO bedrooms** for a family of two to 4 people maximum
- **THREE bedrooms** for a family of three to six people maximum
- **FOUR bedrooms** for a family of four to eight people maximum

Families will be assigned one bedroom for each two persons within the household, except in the following circumstances:

- Persons of the opposite sex (other than spouses/partners) will be issued separate bedrooms
- A parent and child, regardless of age, will be issued separate bedrooms
- Approved live-in aides (See [Section 6.3.2](#)) will be issued a separate bedroom

**Foster adults and foster children are not issued separate bedrooms from other family members*

A child is considered a member of the family in determining voucher size if the child is:

- Temporarily away from the home because of placement in foster care
- Away at school with temporary living circumstances (e.g., a dormitory; **not on a lease**)
- In the process of being adopted or whose custody is being obtained (Note: they are not considered family members for the purpose of determining income limit) upon verification

**HRHA will include the presence of unborn children in determining bedroom size.* The PHA is required to treat a family that consists of a pregnant woman (with no other persons) as a two-person family.

Single person families will be allocated a one-bedroom voucher, though a studio payment standard will be used if a studio unit is selected with the voucher.

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:

Number of Persons		Number of Bedrooms
Min	Max	
1	1	SRO
1	2	0
1	4	1
2	6	2
3	8	3
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) is determined by HRHA in accordance with the above guidelines and sets 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. The payment standard for the lesser of the voucher size or unit size will be used to calculate the 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.

As part of the MTW plan, HRHA will create one utility allowance for all unit types. Allowances will vary by unit bedroom size and by whether the unit rent includes utilities. Project Based Voucher units may have a separate utility allowance.

10.4.1 BEDROOM SIZE FOR UTILITY ALLOWANCE SCHEDULE

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

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

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.

Utility reimbursement payments of \$20.00 or less have been eliminated in accordance with the HRHA's Move to Work (MTW) plan.

10.5 PROCEDURES FOR SETTING AND REVISING PAYMENT STANDARDS

In accordance with HUD regulations, HRHA may establish the payment standard amount up to 120 percent of the published Fair Market Rent (FMR) for all unit sizes.

Payment standards for hard to find one-bedroom accessible units may be increased to 140 percent of the published Fair Market Rent (FMR) for one bedroom units

The HCV Program Manager maintains the payment standards for each size unit. Tenant files are documented with a printout to ensure the correct payment standard is used.

Payment standards will not be raised to make "high end" units affordable or available to HCV Program participants.

10.5.1 EFFECTIVE DATES OF REVISED PAYMENT STANDARDS

All payment standards are reviewed annually when the Fair Market Rent (FMR) is published.

- If payment standards decrease during the term of the HAP contract, the lower payment standard will be effective on the family's second year *after the lower payment standard is implemented* unless HRHA has subsequently increased the payment standard.
- Payment standards and utility allowances will be adjusted accordingly only for interims due to landlord rent increases, changes in family composition, or zero income review.



SECTION 11: INCOME AND SUBSIDY DETERMINATIONS

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

11.1 ANNUAL INCOME

11.1.1 DEFINITION

Annual income is defined at 24 CFR §5.609(a) as all amounts, monetary or not, which:

- Go to, or are on behalf of, the family head or spouse (even if temporarily absent) or to any other family member
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date
- Are not specifically excluded.
- Are derived (during the 12-month period) from assets to which any member of the family has access
- Is annual income, i.e., the gross income from all sources as calculated by HRHA - the limit used to determine eligibility as detailed in *Section 6.4, Income Limitations*.

11.1.2 INCLUSIONS

24 CFR §5.609(b) specifies that annual income includes, but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services
- The net income from 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 \$50,000, 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 full 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*, other than as specified in exclusions below.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay, unless specifically excluded below (e.g., lump sum additions)
- 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, except as excluded below.
- 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, PLUS
 - The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

11.1.2.1 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.

11.1.3 EXCLUSIONS

HRHA's MTW Supplement, HOTMA Section 102 and 104 and 24 CFR §5.609(c) specifies that annual income does not include:



- Income from employment of dependents (including foster children) 20 and younger
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses, cash from sale of assets, and one-time lottery winnings.
- 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 financial assistance for tuition, mandatory fees and charges, paid directly to a student or an educational institution for students of any age, attending full or part-time.
**Exclusions include school grants and school funding of all kinds of income, including scholarships, financial aid, grants and contributions from any source including but not limited to family members. Work study income and all other funding will be excluded and not counted as income.*
- 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 or 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 including but not limited to special equipment, clothing, transportation or childcare, and which are made only to allow participation in a specific program
- 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 for any family member resulting 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
- 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
- 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 those in need and 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 the 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, veteran 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 \$2,000 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 veteran 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

11.1.3.1 EARNED INCOME DISREGARD (EID)

The EID is discontinued with the implementation of the Move to Work (MTW) program.

11.1.4 ALLOWANCES (DEDUCTIONS)

Adjusted income is defined as annual income minus deductions that are allowable under HUD regulations (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. The head of household, spouse, co-head, and any foster children or foster adults are never counted as dependents.
- Elderly Family or Disabled Family: \$525 for a family whose head, co-head or spouse is elderly or disabled.
- Child Care Expenses: **child care expense deductions have been eliminated** with the implementation of the MTW program.
- Disability Assistance Expenses: For any family that is not elderly or disabled but has a member (other than the head, spouse, or co-head) who is a person living with 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 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 \$100 for all HCV Program households that are non-elderly/disabled. The minimum rent for elderly/disabled households is \$50.00 per month.

11.2.1 REQUESTING A HARDSHIP WAIVER

The family must submit a written hardship waiver request to HRHA. This form is available online, at the HRHA main office, and at the off-site properties owned by HRHA.

If the family requests a hardship waiver, 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 temporary or long-term in 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. In this instance, the minimum rent will not be imposed for a period of 90 days from the date of the family’s request and 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:

- HRHA 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. Program participants will not be required to hold rent in escrow for the right to use 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 for more information.

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:

- 35% for all non-elderly, non-disabled households
- 30% for all elderly and disabled households
- 10% of the family’s monthly gross income
- HRHA’s minimum rent of \$100 for non-elderly/disabled families or \$50 for elderly/disabled families.

The amount a family pays for rent and utilities (family share) will never be less than the TTP, but may be greater if a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the PHA’s applicable payment standard.

At initial occupancy the PHA will not approve the tenancy if it would require the family share to exceed 40 percent of the family’s monthly adjusted income.

The income used for this determination must be verified no earlier than 60 days before the family’s voucher was issued. [24 CFR §982.305(a)(5)]

SECTION 12: VERIFICATION

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

12.1 VERIFICATION OVERVIEW

HUD requires HRHA to accurately determine applicant eligibility and level of assistance. Applicant families must provide any information HRHA requires as part of the application process. In addition, once applicant families have been admitted to the program, they are required to provide any information requested as part of HRHA’s triennial and interim recertification requirements. Applicant families must submit consent forms and furnish proof of their statements when required by HRHA. The information they provide must be true and complete.

HRHA will verify the accuracy of the information received from program participants. HRHA’s verification requirements are designed to maintain program integrity. Information to be supplied by the program participants 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.
- Verification of domestic violence situations in accordance with VAWA requirements.

12.2 VERIFICATION CONSENT

As part of the application process and at each triennial recertification, all adults 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 the addition of new family members, or updates to existing information, the following items will be verified only during the time of application:

- Date of birth (age), social security number, and identity
- Citizenship or eligible immigrant status
- Relationship or 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 or change of unit must be received no more than 60 days before the effective date
- Verification of the need for a live-in aide will be reviewed as part of the triennial recertification or in the case of any change of unit or outgoing portability request
- 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 only 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.

- Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system and the Income Validation Tool (IVT)
- Other UIV
- Written Third Party Verification (tenant-provided documents)
- Written Third Party Verification (form)
- Oral Third Party Verification
- Tenant Declaration

HRHA will use the most reliable form of verification available, and document the reasons when using a lesser form of verification. Lower-priority forms of verification will only be considered if higher-priority forms are unavailable.

12.4.1 ENTERPRISE INCOME VERIFICATION (EIV)

HUD Notice PIH 2018-18 specifies guidelines for utilizing EIV to verify income. **EIV is the highest/mandatory income verification tool.**

HRHA will print the *EIV Income Report* for program participant files as follows:

- **Historical Adjustment**
HRHA must review the EIV Income and IVT reports to confirm/validate family-reported income within 120 days of submitting the adjustment. Reports must be maintained in the program participant file, and **any income discrepancies must be resolved with the family within 60 days of the report dates.**
- **Triennial recertification**
EIV Income and IVT reports must be reviewed prior to recertification. If EIV/IVT information is not disputed, the resident file will be updated with acceptable verification of income and other factors of eligibility including a signed certification questionnaire detailing household composition, income, assets, and expenses, EIV and IVT reports, as well as HRHA's Income Verification Worksheet.

If there are any income discrepancies, or if the EIV/IVT information is disputed by the family during the recertification process, HRHA must follow up with the family and resolve the differences, and the file must be documented accordingly within 60 days of the report dates.
- **Interim Recertification**
The use of EIV is not required for interim recertification.

12.4.1.1 VERIFYING SS/SSI BENEFITS WITH EIV FOR EXISTING PARTICIPANTS

HUD Notice PIH 2018-24 specifies guidelines for verifying SS/SSI benefits with EIV. Generally, third party verification (e.g., *SSA Proof of Income Letter*) will be required if the household is a new admission.

For existing participants, at the time of the triennial recertification, HRHA will print the EIV Income Report and confirm with the tenant that the current listed benefit amount is correct.

If the tenant agrees with the EIV-reported amount, the PHA is required to use the EIV-reported gross benefit amount to calculate annual income from social security benefits.

If the tenant disputes the EIV-reported benefit amount, the PHA is required to request the tenant to provide a current (dated within the last 60 calendar days) *SSA Proof of Income Letter*.

12.4.1.2 RESOLVING AND DOCUMENTING EIV DISCREPANCIES

HRHA will address and document the following discrepancies:

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

To resolve these discrepancies, HRHA will:

- Discuss the income discrepancy with the tenant and ask them to confirm or dispute EIV
- Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources
- HRHA may rely on Other UIV data for example Work Number as appropriate
- 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 in cases of seasonal employment or unstable working hours where income cannot be readily anticipated as well as in cases of 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 before working to resolve the income discrepancy.
- Depending on the information verified, HRHA may create a repayment agreement and/or terminate assistance.



The process will be documented and filed as appropriate.

12.4.2 OTHER UPFRONT INCOME VERIFICATION (UIV)

Work Number is the **highest/optional income verification tool**.

HRHA currently utilizes Work Number through YARDI Screening, 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
- For new hires that cannot be verified with pay stubs and/or third party form
- To resolve a discrepancy of \$200 per month or in cases where tenant confirms EIV, but third-party verification is unavailable
- For employers that do not appear in EIV
- Work Number is required at triennial recertification for family members whose reported income has been found with discrepancies or suspected of discrepancies and documented.

*Work Number is not required at triennial recertification 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)

Third party verification or tenant-provided documents are original or authentic documents generated by a third-party source. This is a **high/optional income verification tool**.

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 must be original or authentic, generated by a third-party source, and dated within the 60-day period preceding recertification or the PHA request date.
- Documents older than 60 days (from the PHA interview/determination or request date) are acceptable for confirming effective dates of income. These 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.

The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

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)

HRHA will send (via mail, email, or fax) a standard form directly to the verifying entity (employer, childcare provider, etc.) and the verifying entity will return the verification directly to HRHA. The form will not be sent to the applicant who then brings it in.

This is a **medium/low method of income verification** that may be used if tenant-provided third party documents are unavailable or unsuitable for income verification.

12.4.5 ORAL THIRD PARTY VERIFICATION

Oral Third Party Verification is a **low income verification tool**.

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 third-party oral verification is used, HRHA will notate the file to 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 or certification 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 notated to document why third party verification was not available.



12.5 PHOTOCOPYING

Documents will be photocopied where not prohibited by law. When documents cannot be photocopied, staff certification forms noting "document viewed" will be used to record the source of information and the information obtained. The certification must be 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 the preceding two years.
- HRHA will accept self-certification of assets up to \$50,000.

12.6.3 VERIFICATION OF ALLOWABLE DEDUCTIONS

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

- Driver's License
- Department of Motor Vehicles Identification Card
- U.S. passport
- Resident Alien card
- U.S. military, government, company, or agency identification card
- 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 accepted **for a period of six-months** as proof of identity, age, and residency. After this temporary period the family will be required to provide a birth certificate.

- 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 record

If a birth certificate for a minor is not available, one of the following may be substituted temporarily. A birth certificate **must be provided within 90 days** unless there are extenuating circumstances that have been brought to the attention of the HRHA before the 90-day period expires:

- Adoption papers
- Hospital birth certificate
- Custody agreement



- Health and Human Services Identification
- School records

If the date of birth on a substitute document is utilized and matches in EIV, the EIV record alone is sufficient as documentation of verification of date of birth. If this is not possible, the family will be given a deadline to take the following steps:

- Order a birth certificate
- Provide proof that the birth certificate has been ordered.

If the birth certificate cannot be obtained, the family must provide documentation as to why the birth certificate cannot be obtained. In this 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

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 documentation to verify the relationship.

The following verifications will always be required, if applicable:

- Official identification showing names
- Birth certificates
- Baptismal certificates

12.7.4 VERIFICATION OF GUARDIANSHIP

One or more of the following documents will be required as applicable.

- Court-ordered assignment
- Notarized affidavit of parent
- Verification from social services agency
- School records

12.7.5 VERIFICATION OF FOSTER CHILDREN/ADULTS

HRHA will verify the status and placement of temporary and permanent foster children or 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.

12.7.6 VERIFICATION OF PERMANENT ABSENCE OF FAMILY MEMBER

If an adult who was 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 will be required in order to exclude income of absent spouse
- Order of protection or a restraining order obtained by one family member against another
- Proof of another home address such as utility bills, canceled checks for rent, driver's license, lease, rental agreement, automobile registration, mail at new address, or credit report reflecting new address
- 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 they will be incarcerated

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

12.7.7 VERIFICATION OF CHANGES 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.

12.7.8 VERIFICATION OF DISABILITY

Disability must be verified by one of the following:

- 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))
- HUD form 90102 verification of disability filled out by an appropriate diagnostician such as a Virginia licensed physician, psychiatrist, psychologist, nurse, therapist, rehab specialist, or licensed social worker using the appropriate HUD definition of disability.

12.7.9 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 in the applicant file and the original immigration documents are returned to the family. HRHA will verify the eligible immigration status through the USCIS SAVE system. If the initial search fails to verify status, HRHA will request that the USCIS conduct a second manual search within ten (10) business days.

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 household members even though they are in the country lawfully. Non-citizen students must provide a copy of their student visa, but their status will not be verified. They will be required to sign a declaration and are listed on the statement of ineligible household members.

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

Time of Verification: For applicants, verification of U.S. citizenship or 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 or 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 will 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 calendar 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 (Green 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 USCIS 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 citizenship status.

All documents in connection with U.S. citizenship or eligible immigrant status must be kept in the applicant file for 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.

12.7.10 SOCIAL SECURITY NUMBERS

All family members must disclose and provide verification of their social security number (SSN). See *Eligibility* section regarding timeframes and requirements for SSN when adding household members under age 6.

If an applicant or participant cannot produce an original, valid, Social Security card issued by the Social Security Administration (SSA), HRHA will accept one of the following documents:

- An original document issued by the SSA that shows the person's name and SSN (SSA award letter, Medicare card, etc.);
- An original document issued by a federal, state, or local government agency that contains the name and SSN of the individual (unemployment insurance printout, welfare or Medicaid documents, etc.).

If the above documents are not available, HRHA may accept one or more of the following documents 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



- Retirement benefit letter
 - Life insurance policies
 - Court records such as real estate, tax notices, marriage and divorce, judgment, or bankruptcy records
- ## 12.8 VERIFICATION OF WAITING LIST PREFERENCES

Family Unification Program Preference: Direct, written referral from the Department of Social Services Child Protective Service showing eligibility for the FUP preference

Mainstream Voucher Preference: Direct, written referral from an agency verifying the family's eligibility to participate in the Mainstream program. Verification of disability must accompany the referral.

Elderly Preference: Applicant must provide verification of being age 62 or older

Disability Preference: Head of household or spouse must be a person living with disability 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 will verify income as explained elsewhere in this Administrative Plan. Additionally, copies of the lease agreement and utility bills in the applicant's name will be requested as appropriate.

Homeless: HRHA will accept one certification from homeless shelters, other social service agencies, a notarized letter from a community member (e.g., church representatives) or family member who are knowledgeable that the applicant does not have a permanent residence and is moving from place to place.

Substandard Living Conditions: HRHA will accept documentation from another agency such as Community Service Board, Child Protective Services, or locality like the City of Harrisonburg, that has verified the living conditions. Documentation can include a violation notice following an inspection.

Displaced: A family is verified as a displaced family if the family has been displaced by governmental action, or the family dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Documentation such as a published government notice, along with proof of residence, or a letter from a government agency that the current family 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 will be required

Escaping Domestic Violence and **Victim of Physical Abuse:** Verification of an applicant escaping domestic violence or victim of physical abuse may include the HUD Violence Against Women Act (VAWA certification), police reports, protective orders, documentation from a social worker or counselor (including but not limited to Sentara-RMH and First Step).

Receiving Services From a Community Service Organization:

Documentation (such as the HRHA voucher referral) of an active service case from an applicable social service agency including but not limited to the Community Services Board, Department of Social Services or Disability Service Organizations like VAIL or DARS. Enrollment in DSS programs such as food stamps does not qualify as verification of receiving services from a community service organization.

Veterans: HRHA requires families to provide U.S. government documents indicating that the head of household or spouse qualifies as either a 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 will require a statement from the agency or institution providing the education or training, indicating the time committed to the 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 the Olmstead 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. Following are the program requirements:

- The unit is eligible



- The owner and lease are approved
- The rent is reasonable
- The rent is affordable (no rent burden)
- The unit meets NSPIRE standards

13.1 REQUESTS FOR TENANCY APPROVAL (RFTA)

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

During the voucher briefing session, the family receives information on HRHA's online Request for Tenancy Approval (RFTA) process. Upon completing the RFTA process, HRHA determines if the tenancy can be approved. The time it takes HRHA to process the RFTA, until a determination of approval or denial is made, extends the expiration date of the voucher. A request for a reasonable accommodation can be submitted if an in person RFTA application is necessary.

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:

- A public housing or Indian housing unit;
- A unit receiving project-based housing assistance;
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services
- College or other school dormitories
- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions
- Units occupied by the owner or by a person with any interest in the unit.

13.2.1 USE OF SPECIAL HOUSING TYPES

HRHA allows for the use of the following housing types *for individuals with disabilities*:

- Single Room Occupancy
- Congregate Housing
- Cooperative Housing
- Manufactured Housing
- Group Homes

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 an obligation 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 a Federal housing program.
- The owner has engaged in drug-related criminal activity or violent criminal activity.
- The owner has a history or practice of non-compliance with NSPIRE for units leased under the Housing Choice Voucher Program, 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, and residences by neighbors.
- Other conflicts of interest under Federal, State, or local law.

13.4 RENTING TO RELATIVES

HRHA will not approve a unit for housing assistance if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. HRHA may approve housing assistance for units owned by a family member should it be determined 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 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
- 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 the following comparable items:

- Location
- Quality
- Size
- Unit Type
- Age of contract unit



- Landlord-provided items:
- Amenities
- Housing services
- Maintenance
- Utilities

The detailed rent reasonableness policy and process of determining rent reasonableness is contained in the system's documentation, which is maintained by the HCV Program Manager. Rent reasonableness determinations generated by the system are available both electronically and in hardcopy printouts, which are included in tenant files.

For units receiving low-income housing tax credits or assistance under HUD's HOME program, if voucher rent does not exceed the rent for unassisted units, a rent reasonableness study is not required.

13.7 RENT AFFORDABILITY (RENT BURDEN)

In order for HRHA to approve a unit for initial occupancy by a voucher holding family, in cases when the gross rent for the unit exceeds the applicable payment standard for the family, the family share **cannot exceed 40%** 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 between the housing assistance payment and the monthly rent amount.

13.8 PASSING NSPIRE INSPECTION

As specified in the NSPIRE section, HRHA must complete an initial or pre-contract inspection to determine whether the unit satisfies NSPIRE standards. Prequalifying inspection of units is valid for 60 days.

A certified third party inspection conducted by the Harrisonburg Rockingham Community Services Board is acceptable.

SECTION 14: NSPIRE INSPECTIONS

NSPIRE standards, developed by HUD, are used to ensure that all housing subsidized by the Housing Choice Voucher Program (HCV) remains safe, decent, and sanitary.

14.1 TYPES OF INSPECTIONS

There are eight types of inspections that HRHA will perform:

Initial (Pre-Contract): Must take place to ensure that the unit passes NSPIRE standards before assistance can begin. Typically, a unit will not be subsidized until it has passed this inspection. However, pursuant to an exception, a voucher-assisted tenancy may be approved and housing assistance payments may begin on a unit that fails an initial NSPIRE inspection if the deficiencies are not life-threatening. Life-threatening deficiencies include but are not limited to:

- Gas leaks
- Electrical hazards
- Inoperable or missing smoke detectors
- Inoperable or missing carbon monoxide detectors
- Lack of alternative means of exit in case of a fire
- Deteriorated paint in a unit built before 1978 that is to be occupied by a family with a child under the age of six.
- If payments are made under the exception, **assistance payments will be withheld** if the non-life threatening deficiencies are not corrected within 30 days of notice to the owner of a unit's failure to comply with NSPIRE.
- The **maximum amount of time that payments will be withheld** is 120 days at which time the HAP contract will be terminated.
- The family will have 90 days to relocate to a new unit if an owner fails to correct NSPIRE deficiencies within 30 days of written notice.
- HRHA may use up to 2 months of any withheld or abated HAP for costs directly associated with the relocation of these families.
- Once the unit is in compliance, the owner shall be reimbursed for the period during which payments were withheld.
- If an initial inspection identifies non-life-threatening deficiencies, HRHA will provide a list of the deficiencies to the family and offer the family an opportunity to decline a lease without jeopardizing its voucher.
- If the owner fails to correct the non-life-threatening deficiencies within the time allowed, the family will be notified that HRHA will terminate the HAP contract and the family will have to move to another unit.
- If the family declines the unit, HRHA will notify them how much search time they have remaining to find another unit.
- In addition, HRHA will suspend or toll the initial or any extended term of the voucher in order for the family to search for another unit. The tolling time will begin on the date that HRHA receives a written request for approval of the tenancy until the date HRHA notifies the family in writing whether the request has been approved or denied.
- A unit may also be occupied prior to completion of an initial inspection if the unit passed an alternative inspection method within the previous 24 months.
- HRHA will still inspect the unit within 15 days of receiving a RFTA.
- Once the unit passes an NSPIRE inspection HRHA will make retroactive payments.
- HRHA may accept inspections of housing assisted under the HOME Investment Partnerships program or Low Income Housing Tax Credits program, as well as other HUD approved programs.
- A key requirement of the Alternative Inspection Provision is that HRHA must execute a HAP contract with an owner before the assisted lease and tenancy begins. Since the family will have moved in before HRHA conducts the initial inspection, the executed HAP contract ensures that the owner is contractually responsible to make any repairs that are necessary to meet the



NSPIRE inspection and protects the family from being charged the full amount of the rent if the owner fails to make the necessary repairs.

Biennial: Required every two years to determine that the unit continues to meet NSPIRE standards. 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 NSPIRE standards. Annual inspections are required in the following circumstances:

- All units built before 1978 - exceptions will be made if the unit has been significantly (50% of property value) modernized and has certified lead-based paint remediation.
- Units with a history of noncompliance with NSPIRE (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 of the total number of units that were under lease during HRHA's previous fiscal year (see Management Objectives).

14.2 INSPECTION SCHEDULING POLICIES

HRHA will inspect all units to ensure that they meet NSPIRE standards. Except as provided herein, no unit will be initially placed in the HCV Program before NSPIRE standards are met. Units will be inspected at least biennially and at other times as needed to determine if the units meet NSPIRE standards.

HRHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. Reasonable times are defined as "normal business hours." In accordance with the Virginia Landlord Tenant Act, reasonable notice is at least 72 hours.

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 a scheduled inspection and fails to reschedule**, HRHA will only schedule one more inspection.
- **If the family misses two inspections**, 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 in order to comply with HUD or other auditor requests. These requests may be made by phone request for an appointment in two days.

14.3 OWNER AND FAMILY RESPONSIBILITY

14.3.1 OWNER RESPONSIBILITY FOR HQS/NSPIRE

The owner must maintain the unit in accordance with NSPIRE. If the owner fails to maintain the dwelling unit in accordance with NSPIRE, HRHA will take prompt and vigorous action to enforce the owner obligations.

HRHA's remedies for breaches of NSPIRE include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

- HRHA will not make any housing assistance payments for a dwelling unit that fails to meet the NSPIRE standards, unless the owner corrects the defect within the period specified by HRHA and the HRHA verifies the correction.
- If a defect is life threatening, the owner must correct the defect within no more than 24 hours.
- For defects that impact function and operability of the unit or property, the owner must correct the defect within 30 calendar days except by HRHA approved extension.
- For defects that impact condition and appearance, the owner must correct the defect within 60 days.

The owner is not responsible for a breach of NSPIRE that is not caused by the owner, and for which the family is responsible. Furthermore, HRHA may terminate assistance to a family because of the NSPIRE breach caused by the family

14.3.2 FAMILY RESPONSIBILITY FOR NSPIRE

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

- The family fails to pay for any utilities that are the tenants responsibility.
- The family fails to provide and maintain any appliances that are the tenant's responsibility.
- Any member of the household or a guest damages the dwelling unit or premises beyond ordinary wear and tear.

Correction of deficiencies:

- If a tenant-caused deficiency is life threatening, the tenant must correct the defect within no more than 24 hours.
- For other tenant-caused deficiencies, the tenant must correct the defects within no more than 30 calendar days.

If the family has caused a breach of the NSPIRE standards, 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 NSPIRE ACCEPTABILITY CRITERIA AND EXCEPTIONS

HRHA adheres to the acceptability criteria of the HCV Program 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 <i>except</i> 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 on <i>ALL</i> exterior <i>or</i> 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 – see Section 14.6 below.
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.
Doors	Security Safety	All exterior doors will be solid, sound, and lockable from the inside. 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 NSPIRE ENFORCEMENT

One or more “fail” items on an NSPIRE 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 failed items within the prescribed timeframes, enforcement procedures will go into effect:

- If the owner fails to correct the NSPIRE 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 NSPIRE 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 NSPIRE FAILED UNITS - PRE-CONTRACT

HRHA will schedule an inspection of the unit as soon as possible from the date that the owner indicates that the unit will be ready for inspection and not more than five business days upon receipt of a Request for Tenancy Approval. The owner and HCV program participant will be notified of the results in writing.

If the unit fails NSPIRE again, the owner and the HCV program 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. Except as provided in Section 14.1, no unit will be placed in the program until the unit meets the NSPIRE requirements.

14.5.2 NSPIRE FAILED UNITS UNDER CONTRACT – REMEDY PROCESS

The owner or participant will be given time according to the nature of the defect - either 24 hours, 30 or 60 calendar days, to correct the failed items cited on the inspection report for a unit already under contract.

For all other failures that are non-life threatening, the owner or participant will be given up to 30 or 60 calendar days to correct the failed item(s) depending upon the type of defect. Details for 24-hour life-threatening fail items follow below.

14.5.3 LIFE-THREATENING (EMERGENCY FAIL) ITEMS

The life-threatening conditions listed in Section 14.1 shall be considered at all on-going inspections, not just the initial inspection. Except for lead hazards (see Section 14.6), all life-threatening conditions must be corrected within 24 hours. The following items are examples of emergency items that need to be verified as repaired within 24 hours. This is not an exhaustive list. An expanded list can be found in Appendix I:

- 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
- Non-functioning and usable toilets within the home
- Non-functioning or missing smoke detectors
- Refrigerators that are non-functioning or malfunctioning
- Range and oven that are non-functioning or malfunctioning
- Major plumbing fixtures that are non-functioning as supplied by the owner

For major repairs, the owner will have up to 30 calendar days. The owner may request an extension from HRHA.

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

14.5.5 VERIFICATION OF REPAIRS

HRHA will verify remedy of NSPIRE fail items using 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 or email of work order or receipt from service provider
- Telephone interview of both owner and tenant

The HCV Program manager, along with the NSPIRE Inspector and Deputy Director will develop procedures that allow HRHA to ensure compliance with NSPIRE while removing undue travel and time burdens for verifications. Any procedures developed for NSPIRE enforcement will be non-discriminatory and will adhere to this annual plan and all applicable laws and regulations.

HRHA reserves the right to re-inspect any unit that fails NSPIRE.

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 can show that they have made a good faith effort to initiate repairs in a timely fashion.

14.5.7 ABATEMENT OF RENT

If repairs are not completed within the prescribed time-frames or granted extension periods, HRHA will abate (stop) rent owed to the landlord.

- No retroactive payments will be made to owners for time that rent was abated for the unit’s NSPIRE 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.
- 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.
- If the noted repairs are not corrected within six months of the abatement effective date, HRHA shall cancel the HAP contract for owner noncompliance.
- For tenant caused NSPIRE 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 on this decision.

14.6 LEAD-BASED PAINT (LBP) REQUIREMENTS

HRHA’s Housing Choice Voucher Program is subject to the requirements of the Lead-Based Paint Poisoning Prevention Act and the applicable regulations at 24 CFR §35.

HRHA is responsible for the collection of lead-based paint (LBP) disclosure information, conducting Visual Assessment inspections, assuring that Clearance Examinations are conducted, collecting data regarding Elevated Blood Lead Level (EBLL) cases, and informing owners of their responsibilities.

14.6.1 LEAD-BASED PAINT DISCLOSURE

Owners of units built before 1978 are required to:

- Disclose to lessees all available information about the presence of lead-based paint or lead-based paint hazards.
- Provide any available record or reports pertaining to the presence of lead-based paint or lead-based paint hazards, before the lease is enacted.
- Provide lessees with a copy of the lead hazard information pamphlet, “Protect Your Family from Lead in Your Home”.

HRHA will work to educate owners about lead-based paint disclosure requirements and will provide materials directly to owners upon request.

For all new contracts, HRHA will require owners to certify on the Request for Tenancy Approval that they have met all applicable lead-based paint disclosure requirements.



If applicable, HRHA will require owners to submit a copy of the lead-based paint disclosure statement and any inspection reports. For units built before 1978, HRHA **will not approve** an owner lease without receiving all applicable lead-based paint disclosure information.

HRHA will include the following items in voucher issuance packets for participants:

- A lead hazard information pamphlet
- A sample lead-based paint disclosure form
- Information about lead testing and how to report EBLL

14.6.2 CHILDREN WITH ELEVATED BLOOD LEAD LEVELS (EBLL)

14.6.2.1 QUARTERLY DATA SHARING

HRHA will coordinate with the Virginia Department of Health (VDH), Central Shenandoah Health District, regarding the sharing of Elevated Blood Lead Levels information. HRHA will ensure that any shared data will be protected and maintained as confidential. This data will only be used for the public health protection of children and their families from lead exposure.

- HRHA will send VDH the addresses of assisted families with children under the age of 6 every quarter.
- VDH may use this data to evaluate whether they have information about Elevated Blood Lead Level incidences in the HRHA units.
- HRHA will document should VDH opt not to receive this data as stated. HRHA will attempt to obtain from VDH names and addresses of children under age 6 with Elevated Blood Lead Levels that live in HRHA-owned or managed housing each quarter.
- VDH and HRHA will coordinate to designate responsibility for reviewing matches, and ensuring that all required follow-up as listed below is completed.
 - Completion of a Risk Assessment
 - Owner notification to tenants
 - Lead hazard reduction and clearance
 - Ongoing monitoring in compliance with requirements
- HRHA will document any communications from VDH that indicate that VDH is unable to comply with this exchange of information due to conflicts with their privacy policy.

14.6.2.2 NOTIFICATION OF CASES

If a confirmed case of Elevated Blood Lead Levels is reported to a participating HCV Program owner, the owner must notify the HUD Field Office and the HUD Office of Lead Hazard Control and Healthy Homes in accordance with HUD protocol for reporting within five business days.

Additionally, the owner must notify VDH of the child's name and address. Owners who report this information to HRHA may request that HRHA submit the information to HUD and/or VDH on their behalf.

If an unconfirmed case of Elevated Blood Lead Levels is reported to a participating HCV Program owner, the owner must report the case to HRHA immediately. HRHA will attempt to verify the case with VDH right away

Any cases of EBLL reported by families directly to HRHA will also be verified if necessary and reported as required.

14.6.2.3 ENVIRONMENTAL INVESTIGATION

Within fifteen days of verification of an Elevated Blood Lead Level case, HRHA must have a certified Lead-Based Paint Risk Assessor perform an environmental investigation of the child's home and common areas.

HRHA is required to notify HUD the results of the investigation within ten days of the investigation.

- If the unit is in a multifamily property, the owner must provide written notice of the results to each household. The owner must submit to HRHA a copy of the notice along with a list of households including name and unit address that received the notice. Additionally, the owner must note the method with which the notice was delivered to each household (i.e., mail, posting on door, etc.). **The notice cannot be simply centrally posted.**
- If hazards are identified, the owner must address them within 30 days via hazard control work by a certified lead abatement or lead renovation firm. A clearance examination by a certified risk assessor or clearance sampling technician must be conducted after the hazard control work.
- HRHA will assist the owner by providing guidance and information on finding certified contractors.
- Upon request, HRHA may also assist the owner by providing written notices to other households in a multifamily property, and notifying HUD within ten days of passing a clearance examination.
- If the Elevated Blood Lead Level child lives in a multi-unit property and their unit is found to have LBP hazards, the owner must obtain risk assessments to evaluate all units with children under 6 years old. Upon request, HRHA may assist owners administratively with these requirements.

14.6.3 LEAD-BASED PAINT VISUAL ASSESSMENT

HRHA conducts visual assessments of lead-based paint for all units built prior to 1978 that house or will house a child or children under six years of age at the time of new contract inspections, and during annual inspections. Units built in 1978 or before are not eligible for biennial inspections.

Inspectors conducting lead-based paint visual assessments will be trained according to HUD requirements.



The purpose of the visual assessment is to identify any deteriorating paint. Deteriorating paint is paint that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

Inspectors will check the condition of painted surfaces. If any deteriorated paint is found in the course of the inspection, the unit will fail the lead-based paint visual assessment. Owners must perform paint stabilization on all deteriorated paint surfaces regardless of the size of the deteriorated surface.

- If the amount of deteriorating paint is below the *de minimis* level, the owner must take paint stabilization action but will not be required to perform lead-safe work practices and clearance.
- *De minimis* thresholds are defined as 20 sq. ft. (2 sq. meters) on exterior surfaces, 2 sq. ft. (0.2 sq. meters) in any one interior room or space, or 10% of the total surface area on an interior or exterior type of component with a small surface area (such as window sills, baseboards, and trim).
- If deteriorating paint exceeds the HUD-defined *de minimis* thresholds, the unit will fail the lead-based paint visual assessment and will require stabilization and a clearance report from an EPA certified contractor.

14.6.4 STABILIZATION AND CLEARANCE

Owners of units that fail the lead-based paint visual assessment above *de minimis* levels will be required to stabilize deteriorating paint in order for the unit to pass, using lead-safe work practices.

HRHA will send a letter to owners of failed units that provides guidance on stabilizing paint and other required activities. The written information will include details on requirements for paint stabilization and clearance as well as information on finding certified contractors.

Owners will have 30 calendar days from the letter date to complete the following:

- **Repair the deteriorating paint.** Work must be performed by certified lead workers using lead-safe work practices. HRHA will provide owners with resources and information on meeting these guidelines.
- **Obtain a Clearance Report.** A contractor certified by the Environmental Protection Agency (EPA) must inspect the unit and prepare a Clearance Report summarizing the work completed and the inspection results.
- Inform tenants of all lead hazard reduction work and evaluations, in a manner consistent with HUD regulations.
- **Submit Clearance Report to HRHA.** Submission of the Clearance Report, by mail, fax, email, or hand delivery, effectively serves as certification by the owner of the owner's compliance with all responsibilities related to lead-based paint stabilization/clearance and tenant notification.
- If the unit has been previously certified free of lead-based paint by a certified inspector, the owner may submit a copy of that report to HRHA.
- HRHA will review the Clearance Report for completeness. It must contain all information required by HUD. If the Clearance Report passes, the unit will receive a pass on the visual assessment. Further inspection will not be required.
- On new contracts inspections, the passing Clearance Report must be received before HRHA can enter into a HAP Contract with the owner. If this does not take place within 30 calendar days, HRHA will cancel the Request for Tenancy Approval.
- For annual inspections, if the owner fails to submit the passing Clearance Report and valid certification form **within 30 calendar days**, Housing Assistance Payments (HAP) for the unit will be placed on hold (abated) and the participant will be notified.
- Voucher holders can choose to stay at their current unit without HAP assistance or move to a unit which will pass inspection. See Section 14.5.7 for details on abatement.
- If the landlord does not complete repairs within a six-month time period, the HAP contract will terminate. If the voucher holder occupies a unit that has not passed NSPIRE inspection standards they will be provided information and be allowed to move or relocate to a different housing situation. The Housing Authority will not pay for a unit that is not under a HAP contract.
- The HCV Program Manager will review reasonable cause requests for extension. Landlords must submit extension requests in writing within the first 30 calendar days of the failed lead-based paint visual assessment. Reasonable cause circumstances include prohibitive weather conditions, financial hardship, and rehabilitation in progress.
- An extension **shall not extend beyond 90 days** after the date that the owner is notified of the results of the visual lead-based paint assessment. If an extension is approved, HAP will not be abated during this extension period and the owner will have an additional 60 calendar days to obtain and submit a valid Clearance Report before the HAP contract is terminated. Failure to submit a valid Clearance Report following an approved extension will result in HRHA recouping (taking back) rent paid to the owner.

SECTION 15: CONTINUED OCCUPANCY

It is the family's responsibility to comply with voucher requirements in order to maintain participation in the Housing Choice Voucher Program. This includes supplying information as required to report changes in income, responding to notices and completing



recertification as scheduled, 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.

The family must supply any information or certification as requested by HRHA. This information might be needed to verify whether the family is living in the unit, or related to the absence of family members from the unit.

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 and only returning to the unit to avoid violating the 30-day absence policy. Families are required under voucher and family obligations to use the assisted unit as their only residence.
- Authorized Absences
Families must request HRHA approval in writing for any absence greater than 30 days. Requests should be submitted prior to the absence or before the absence exceeds 30 days. (see Absence Notification form).

HRHA will make a determination of the request **within five business days**. 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 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 Administrative Plan. HRHA may determine if the family is absent by:
 - Sending letters to the family at the unit
 - Calling the family at the unit
 - Inquiring with the owner and/or neighbors
 - Verifying if utilities are in service
 - Conducting 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 Administrative Plan.

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 rehabilitation center, **HRHA will seek advice from a reliable qualified source** as to the likelihood and timing of their return.
- Non-Consecutive Absence: If during an approved 180-day absence the family or family member returns to the unit for scheduled overnight stays, HRHA may approve an additional 60 to 90 calendar day extension **if there is a community re-entry (discharge) plan in place**.
- Consecutive Absence: An absence of 180 consecutive days will **result in removal or termination**
- Drug-Related or Violent Criminal Activity: If any family member is incarcerated for drug-related or violent criminal activity, **HRHA will pursue termination of assistance as appropriate**.
- Non Drug-Related or Violent Criminal Activity: Incarceration for a 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: **The family must notify HRHA** if their children will be temporarily absent from the home whether with a non-custodial parent, at camp, or other arrangements that will require them being away.
- Children in Foster Care: Following procedures in the Verifications section of the Administrative Plan, HRHA will request information to determine when the child or 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 indefinitely, **HRHA will immediately add the new caretaker to the household composition while eligibility is reviewed.**

HRHA's eligibility screening includes a criminal background check. If the caretaker does not pass any portion of HRHA's eligibility screening, 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 them 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 as follows:

- If the family has been approved as a reasonable accommodation to allow a household member to receive extra overnight care intermittently
- If the family submits written notice that one or more children are in the home less than 50 percent 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 has discretion to determine which members of an assisted family will continue to receive housing assistance.** HRHA will consider the following factors:

- Whether the assistance should remain with family members remaining in the original assisted unit.
- The interest of minor children and ill, elderly, or disabled family members.
- Whether family members are receiving protection as victims, or forced to leave the unit as a result of actual or threatened domestic violence, dating violence, sexual assault, stalking, or if 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, HRHA will be 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 and voucher size will be adjusted accordingly

Families must report and provide documentation of household composition changes **within ten business days.** This includes:

- When any person leaves the unit
- The birth of a child
- 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(ren) or adult(s)
- Additions by marriage, civil union, or domestic partnership **ONLY** as related to the head of household.
- 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 **CAN only** be added to provide reasonable accommodation
- Addition of a parent, age 62 or older and/or disabled, **only** as related to the head of household, spouse, or co-head who needs disability-related care

SECTION 16: RECERTIFICATIONS

With the implementation of Move to Work (MTW), HRHA will recertify households **once every three years**.

- **Interim decreases** will occur once per year when there is a 20% percent or more decrease of gross income for household total income.
- **Households with zero income** will have an interim once any type of income begins.

To verify ongoing eligibility and accuracy of rental assistance amounts, HRHA will recertify family income and composition following HUD requirements at 24 CFR §982.516. HRHA will conduct triennial recertification as required by HUD and interim recertification in accordance with the policy detailed in this section.

16.1 TRIENNIAL RECERTIFICATIONS

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

- **90 days before the recertification date**, HRHA will notify the family in writing to complete the certification process. The family can complete the process online through HRHA's RentCafe portal.
- All adults in the household must complete the certification process and sign required consent forms.
- The family must supply all information and supporting documents as requested to verify income, assets, expenses, and other factors such as household composition that may affect the determination of adjusted income.
- HRHA will verify tenant reported information. The family's annual and adjusted income as well as total tenant payment will be recalculated.
- HRHA will notify the family and the owner of any changes in rent portion responsibilities at least 30 days prior to the recertification date (the effective date of the change).

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

In general, the effective date of the 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 to the family.

A unit change will reset the annual recertification date

Families who fail to complete an annual recertification will be terminated from the program.

16.1.1 CHANGES REPORTED AT TRIENNIAL INTERVIEWS

The triennial recertification is generally 90 days before its effective date. **If changes are reported that would typically require an interim to be completed**, the family will be required to submit a Change Form to correspond with the change being made prior to the annual.

16.1.2 STREAMLINED INCOME DETERMINATIONS

As authorized by 24 CFR §982.516(b), HRHA approved use of streamlined income determination to HRHA's HUD approved MTW supplement, and HOTMA to be implemented in accordance with program rules.

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
- Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.

HRHA will use third party verification process to verify all transfer and earned income.

Procedures: 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.

- 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

Pursuant to 24 CFR §982.516 HRHA is required to adopt policies prescribing when and under what conditions the family must report a change in family income or composition, and how to determine the effective date of a change in the housing assistance payment resulting from an interim redetermination.

HRHA conducts interim recertification of family income and composition as detailed in this section. **HRHA reserves the right to modify these procedures when necessary to respond effectively to unusual situations.** When an interim is conducted, only those factors that have changed are verified and adjusted.

16.2.1 CHANGES IN HOUSEHOLD COMPOSITION

The family is required to report all changes in household composition. Interim certifications are completed to reflect changes in household composition and voucher size will be adjusted accordingly

HRHA will complete an interim recertification for changes in household composition (see *Changes in Family Composition* section for details) that occur between phasing-out annual or triennial certifications as follows:

- Addition of member(s) due to birth, adoption, or court-awarded custody
- Addition of any other member(s) following HRHA approval of family's request
- Removal of household member

16.2.2 HRHA-INITIATED INTERIMS

HRHA will initiate interims in the following circumstances:

- For zero-income families required to complete a quarterly zero income review, an interim may be scheduled in conjunction with their report when new income begins.
- To correct an error in a previous certification
- In conjunction with a tenant fraud complaint and/or receipt of information regarding unreported income
- To update a prior certification for which tenant declarations were used provisionally and for which previously unavailable third-party verifications are now available
- To approve owner requested rent increases.

16.2.3 FAMILY-INITIATED CHANGES – INCOME AND EXPENSES

Families are required to report *all income changes* **within 10 business days**. Families may report changes in expenses at any time. HRHA will typically only conduct interim certifications as follows:

- When a family reports a reduction in income of more than 20% (completed only one time per year)
- When wage income begins for a zero income family
- If the family explicitly requests that the increase be processed

HRHA will not conduct an interim reexamination if a family reports one of the following changes (a Change Form will be filed with a note as to why it was not processed):

- Changes in medical or disability expenses unless exceeding \$5,000
- Head, spouse or co-head turns 62
- A youth turns 18
- Full-time student status ceases
- Changes in assets, including lump sum receipts, under \$50,000
- If an employed family member stops being a full-time student

However, if in addition to a required change, a non-disabled head, spouse or co-head has turned 62 since the last certification, and the household status is not already elderly or disabled, their status will change and they will receive the corresponding deduction. Additionally, if a minor has turned 18 since the last certification, their status changes from dependent to other adult.

16.2.3.1 DECREASES IN INCOME – EXCEPTIONS

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

- HRHA **will not** process more than one decrease per year that will result in at least a 20% decrease in income.
- 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.
- Interims for decrease will not be processed for employees on planned lay-offs who do not have income during specific times of the year.
- Income for employees who work nine months or less due to planned lay-offs, contract employment and self-employment (including gig employment) will be calculated annually.

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.



16.2.4 EFFECTIVE DATES

Households must report all changes in writing using the HRHA Change Form **within 10 business days of occurrence**, and provide documentation as necessary to verify the reported change. Interims for family-initiated changes are completed once all documentation is received.

Date of occurrence is the date the payment starts, stops, or changes. For earned income, this means that:

- New employment is counted from the date of the first paycheck
- Loss of wages is counted from the date of the last paycheck
- **Household composition changes** will be effective on the first of the month following the month the change is approved or reported if the documentation is submitted by the 15th of the month, regardless of whether it will increase or decrease the rent.

For family additions that require HRHA approval: If the addition is approved, HRHA will notify the household in a timely manner. The addition will be effective on the first of the following month, regardless of impact on tenant rent.

For removal of member(s): Anticipated removals can be reported in advance, and will be effective on the first of the following month after the removal.

Tenant rent decreases are effective on the first of the month following the month in which the change is reported if a Change Form and required documentation is received by the 15th of the month. If the 15th falls on a weekend or holiday, the change will be accepted on the next business day that HRHA offices are open.

Tenant rent increases, when submitted with proper documentation and in a timely manner, are effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change and/or provide required information in the required timeframe, the increase will be applied retroactively to the date it would have been effective had the information been provided in a timely manner. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement.

HRHA will provide written notice to the family to inform them of any changes in rental assistance and tenant portion.

SECTION 17: FAMILY MOVES AND PORTABILITY

A voucher holder may lease a unit in HRHA's jurisdiction, move into HRHA's jurisdiction, or relocate to another jurisdiction by exercising portability.

Portability is defined as the ability for a housing choice voucher holder to move from the jurisdiction of its current housing agency (initial PHA) to the jurisdiction of another housing agency (receiving PHA) operating a housing choice voucher program within the United States and its territories.

17.1 NON-RESIDENT APPLICANTS

A family in which the head, spouse or co-head did not already have a "domicile" (legal residence) in HRHA's jurisdiction at the time when the family first applied to HRHA's Housing Choice Voucher Program waiting list is a non-resident applicant according to 24 CFR §982.353(c). HRHA requires non-resident applicants to initially lease a unit within HRHA's jurisdiction for 12 months before they are able to port their voucher out to another jurisdiction.

17.2 MOVES FOR PARTICIPANT FAMILIES

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 of contract, or the lease was terminated by mutual agreement between the owner and the family.
- The owner has given the family a notice to vacate, has commenced an action to evict the tenant, has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated)
- If the family has a right to terminate the lease on notice to owner and has given proper notice of lease termination
- The move is necessary per VAWA specifications at 24 CFR §982.354(b)(4)

17.2.1 RESTRICTIONS ON PARTICIPANTS MOVES

HRHA is authorized by 24 CFR §982.354(c)(2) to establish policies on the timing and frequency of moves. HRHA 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.

HRHA's policy prohibits elective moves during the initial 12 months of the lease, and more than one elective move during any 12-month period.

17.2.1.1 EXCEPTIONS

- HRHA complies with HUD's Violence Against Women Act requirements found in 24 CFR §5, Subpart L. **The restriction on moves does not apply if the family or a family member is, or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is necessary to protect the family or family member's health or safety.**
- The family may receive a voucher to move or port in violation of the lease if the family has complied with all other obligations of the Housing Choice Voucher program and has moved out of the assisted 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 believes he or she is imminently threatened by harm from further violence if they remained in the assisted dwelling unit.



If HRHA confirms that the only basis for the denial is that the family is violating the lease due to a VAWA exception and receives the HUD-approved certification form (form HUD-50066) or other acceptable documentation to verify the family's claim that the request to move is prompted by incidences of abuse in the unit, the move must be allowed per 24 CFR §982.354(b)(4).

HRHA will consider exceptions to these restrictions for the following reasons:

- To protect a family's health or safety including but not limited to incidences of lead-based paint hazards, domestic violence, or witness protection programs
- To address overcrowding, underutilization, or reductions in payment standards
- To accommodate a change in family circumstances like, but not limited to, new employment or school attendance in a distant area
- To address an emergency situation or extenuating circumstances over which the family has no control
- As a reasonable accommodation for a disabled family member.

17.2.2 DENYING MOVES FOR PARTICIPANTS

HRHA will deny family requests to move as follows:

- If 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.
- If the family is otherwise subject to termination. Generally, if there are grounds to terminate assistance due to a family's action or failure to act, including violation of a family obligation, HRHA will act accordingly rather than deny a request to move per 24 CFR §982.552.
- If a family currently owes the landlord money, or has outstanding lease violations that can be resolved, they may be approved to move once the issue is resolved.
- If the family has moved out of its assisted unit in violation of the lease
- If there is insufficient funding for continued assistance (see below).

17.2.2.1 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 family is moving to 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:

- A financial analysis that demonstrates insufficient funds 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.
- 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.
- 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.



17.2.3 PROCESS FOR PARTICIPANT MOVES

The family must submit a written request to move. HRHA will determine if the move can be approved, and notify the family. The family must then provide a written intent to vacate to their landlord, in accordance with their lease requirements. The intent to vacate must be signed by the landlord to indicate their receipt, and their acknowledgement that:

- The vacate notice abides by lease termination notice requirements, or if the move is during the lease term, the landlord accepts the change in the lease end date
- The family has complied with all other lease requirements
- The family does not currently owe them any money,

A copy of this landlord-signed notice to vacate must be received by HRHA.

The family must submit current income and asset verification as part of a local change of unit. Additions to the household may require approval prior to a determination on whether a move can be approved.

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.

17.2.4 ISSUANCE OF VOUCHER FOR MOVES

Subject to the restrictions on moves, HRHA will issue the voucher to move as soon as the family requests it, as long as the recertification process has not begun. The recertification process is considered underway once the recertification appointment is scheduled.

However, if the family and owner/landlord issue a mutual agreement to terminate the lease after the recertification process has started, 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 triennial 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, and accepted by the landlord, to end a lease mid-month.

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 OUTGOING PORTABILITY

Families that are eligible to use portability at the time when the voucher is initially issued will be notified of their eligibility when they are issued a voucher.

17.3.1 FOR APPLICANT FAMILIES

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 in accordance with 24 CFR §982.353(d)(1).

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

17.3.2 FOR CURRENT VOUCHER PARTICIPANTS

To be eligible for portability, a family must be eligible to move with continued assistance in accordance with *Moves for Participant Families, Section 17.2*, above.

17.3.3 OUTGOING PORTABILITY PROCESS

Families submit a completed portability request form. The family must let HRHA know what area they want to move to. HRHA can assist the family to identify a PHA in the area where they wish to move. If the portability request is approved, HRHA will contact the receiving PHA and use the portability request form to prepare a portability packet that will be sent 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 Housing Choice Voucher Program and the receiving PHA will bill HRHA for administering the voucher and paying the subsidy after the move.

17.4 PORTING-IN (MOVING) TO HRHA'S JURISDICTION

Families that wish to port-in to HRHA's jurisdiction 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 the port-in process.

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.

The family has 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 families that are porting-in to HRHA's jurisdiction. 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** and then again when the voucher expires.
- Once the portability time ends, HRHA staff will remove the client from the software system.
- If the family leases up successfully, HRHA will notify the initial PHA and the billing process will commence.
- 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 to the tenant-based assistance program such as:

- Notify family of the status of the RFTA process and length of time for housing search
- Triennial reexaminations of family income and composition
- Biennial inspection of all units
- Annual inspections of units built prior to 1978 and mobile homes
- Interim examinations consistent with the policy outlined in section 16.2

17.4.3 TERMINATIONS OF PORT-IN FAMILIES

HRHA will notify the initial PHA in writing of any termination of assistance **within 10 business days**. If an informal hearing is required or requested by the family, the hearing will be conducted by HRHA using the regular hearing procedures included in this Administrative 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 the 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
- Verification of family income and composition
- Family portability information HUD 52665 form
- The Administrative Fee Schedule for billing purposes
- Billing Procedures i.e. when and where to send an invoice

As the receiving PHA, HRHA will bill the initial PHA monthly for housing assistance payments. Each "portability" voucher leased as of the first day of the month will be billed as follows unless requested otherwise by the initial PHA.

- HRHA will bill 100% of the housing assistance payment
- Annual HUD established administrative fee percentage (at the initial PHA's rate)

HRHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify HRHA of any 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 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. Actions that may cause a family to be terminated from the housing voucher program include the following

- Violation of any family obligations under the program
- Failure to sign and submit consent forms
- Failure to establish citizenship or eligible immigrant status
- If a family is not eligible for, or does not elect continuation of assistance, proration of assistance, or temporary deferral of assistance.
- HRHA has determined 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 Housing Choice Voucher assisted unit, the family's assistance will be terminated. **Such family will not be eligible to be readmitted to Housing Choice Voucher Program for a period of 24 months from the date of termination**
- Any member of the family has ever been evicted from public housing
- HRHA has ever terminated assistance under the Housing Choice Voucher Program for any member of the family
- Any member of the family commits drug-related criminal activity or violent criminal activity
- Any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program
- The family currently owes rent or other amounts to HRHA or to another Housing Authority in connection with the Housing Choice Voucher Program or public housing assistance under the 1937 Act
- 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
- 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.
- A family has overnight visitors **exceeding 14 calendar days** in their lease year.
- The family breaches an agreement to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. HRHA may at its discretion, offer the family opportunity to enter an agreement to pay amounts owed to the Housing Authority or amounts paid to an owner by the Housing Authority. HRHA may prescribe the terms of the agreement.
- The family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel
- Any household member is subject to a lifetime registration requirement under a State sex offender registration program
- Any household has a family member who is illegally using a controlled substance, 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 they are 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 verifiable supporting documents.
 - The person is participating in a supervised drug or alcohol rehabilitation program

18.1 TERMINATION OF ASSISTANCE DUE TO INSUFFICIENT FUNDING

If the HRHA determines there is a shortage of funding, prior to the termination of any HAP contracts, the HRHA will determine if other actions can be taken to reduce program costs.

The HRHA may temporarily utilize the following steps to reduce program costs:

- Halt portability absorption from other localities. The HRHA may elect to stop absorbing new portable families and elect to bill the initial PHA. Both the HRHA and the initial PHA must agree to this arrangement.
- Halt portability from HRHA's project-based programs to a tenant-based voucher program regardless of whether or not the family plans to remain in HRHA's jurisdiction.
- Halt portability to higher cost areas if the receiving PHA is unwilling to absorb the family and the HAP costs would be higher than HRHA's local area. the
- Temporarily suspend issuing vouchers: In the event the HRHA decides to stop issuing vouchers as a result of a funding shortfall, and HRHA is not assisting the required number of special purpose vouchers (NED families and FUP families), when HRHA resumes issuing vouchers, special purpose vouchers will be the first vouchers issued on the waiting list until the required number of special purpose vouchers have been utilized, if applicable.

If, after implementing all reasonable cost cutting measures, there is not enough funding available to provide continued assistance for current participants, HRHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, HRHA will inform the local HUD fields office. HRHA will terminate the minimum number needed in order to reduce HAP costs to a level within HRHA's annual budget authority.



If HRHA must terminate HAP contracts due to insufficient funding HRHA will do so in accordance with the following criteria and instructions:

Families comprising the required number of special purpose vouchers, including non-elderly disabled (NED) and family unification program (FUP) will be the last to be terminated.

HRHA may terminate the HAP contract if it is determined, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program. In the event of insufficient HCV program funding, HRHA will terminate assistance to families that were most recently admitted to the program with the exceptions of those issued specialty vouchers, and the near elderly, elderly, and disabled. A 60-day notice will be required.

When it is reasonable to do so, families for whom assistance was terminated, will be re-instated to the housing choice voucher program prior to issuing any new vouchers. Families will be re-instated on a first terminated, first re-instated basis.

Certain special voucher programs (such as HUD-VASH and Mainstream 5) may be exempt from policies related to insufficient funding.

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 to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is a policy of the Housing Choice Voucher Program 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 Administrative Plan is a document entered into between HRHA and a person who owes 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, and the remedies available to HRHA upon default of the agreement.

HRHA will prescribe the terms of repayment 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 approval of the HCV Program or Property Manager
- That the agreement is in default when a payment is not made by the due date
- That failure to comply with the terms of the payment agreement will result in the termination of assistance

If the family is in default on the payment agreement:

- Upon the first offense, they will receive a notice that they must pay sufficiently to be current on the repayment by the next due date, or else they will receive a termination notice. If the family fails to meet this requirement, they will be terminated from the Housing Choice Voucher Program and will receive a termination of assistance notice.
- Upon the second offense, they will receive a termination of assistance notice.

As detailed in HUD Notice PIH-2018-18, 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.

HRHA will not enter into a payment agreement under the following circumstances:

- 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 a payment agreement with the family. The family may request an appeal in order to be allowed to compound a new debt with an existing repayment agreement.



- 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 NSPIRE 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 triennial 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

For debts owed by the family to the owner, the owner should provide documentation that they have pursued the debt via the court process.

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 with the family.

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**, the payment is in default, and HRHA will proceed as stated above.

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, they will only be permitted to move if their payment per the agreement is current.

If the family is late on a payment, they will be required to be current on their payments 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 Housing Choice Voucher Program funds in violation of program requirements.

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

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 that 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, and its affiliates, including without limitation Franklin Heights, LLC, and Commerce Village, LLC, collectively referred to herein as "HRHA", applicants, and residents in the just and effective settlement of grievances. Grievances should, as much as possible be left to the mutual efforts of management, applicants, and tenants, with both parties attempting to settle each grievance as quickly and justly as possible. This grievance procedure is incorporated by reference into all applications and leases and will be furnished to all applicants, 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

Except as otherwise provided for in Section VI, this Grievance Procedure shall be applicable to all individual grievances as defined in Section III.A. below, between an applicant or tenant and HRHA. In instances 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:



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

Any violent or drug-related criminal activity on or off the premises

Any criminal activity that resulted in felony conviction of a household member.

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:

Grievance. “Grievance” shall mean certain disputes which an Applicant may have with respect to HRHA’s denial of assistance to the applicant or 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 affects the individual Tenant’s rights, duties, welfare, or status, except as provided for in Section V.D. below.

However, the grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of applicants or tenants and HRHA, or the Board of Commissioners.

Tenant. “Tenant” shall mean the adult person(s) other than a live-in aide who:

resides in the unit and who executed the lease with HRHA as lessee of the dwelling unit

resides in the unit and who is the remaining head of household of Tenant family residing in the dwelling unit.

Due Process. Elements of due process shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

Adequate notice to Tenant of the grounds for terminating the tenancy and for eviction

Right of Tenant to be represented by counsel

Opportunity for Tenant to refute the evidence presented by HRHA, including the right to confront and cross-examine witnesses, and to present any affirmative legal or equitable defense which Tenant may have

A decision on the merits.

Expedited Grievance. “Expedited grievance” means a procedure established by HRHA for any grievance concerning a termination of tenancy or eviction that involves:

Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HRHA's public housing premises by other residents or employees of the HRHA

Any drug-related or violent criminal activity on or off such premises.

Hearing Officer. “Hearing officer” means an impartial person or persons selected by HRHA, other than the person who made or approved the decision under review or a subordinate of that person. Such individual or individuals do not need legal training.

Documents. “Documents” shall include correspondence, emails, digital or stored records, regulations, and photographs.

Good Cause. “Good cause” shall mean an unavoidable conflict that seriously effects the health, safety, or welfare of Tenant.

Applicant. “Applicant” shall mean a person or family that has applied for admission to an HRHA program but is not yet a program participant.

IV. INFORMAL SETTLEMENT OF GRIEVANCE

Informal Review for Applicants: HRHA shall give an Applicant for participation prompt notice of a decision denying them assistance. The notice shall contain a brief statement of the reasons for HRHA’s decision. The statement will also state that the Applicant may request an informal review of the decision with a description as to how to obtain an informal review.

Informal Hearing for Tenant: HRHA shall give a Tenant an opportunity for an informal hearing to consider whether certain HRHA decisions relating to Tenant’s individual circumstances are in accordance with the law, HUD regulations, and HRHA policies.

Request for Informal Review or Hearing: Any grievance must be personally presented, either orally or in writing, to HRHA’s Property Management Office of the housing project to which the Applicant has applied or in which the Tenant resides, **within ten (10) business 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 at an informal 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, Applicant or Tenant will be notified in writing that the matter raised is not subject to HRHA’s grievance procedure, with the reasons therefor stated.

All grievances must be personally presented pursuant to the procedure prescribed herein, as a condition precedent to a hearing under this section. However, if the Tenant or Applicant shows good cause why he/she failed to proceed in accordance with this section to the hearing officer, the hearing officer may waive the provisions of this subsection.



If the matter falls under the informal hearing procedure, the Applicant or Tenant will be contacted to arrange a mutually convenient time to meet **within ten (10) business days** so that the grievance may be discussed and settled at an informal hearing.

Within a reasonable time, **not in excess of ten (10) business days after** the informal hearing, a summary of the informal discussion and decision shall be prepared by HRHA. One copy thereof shall be provided to the Applicant or Tenant and one shall be retained in the Tenant's file. The summary shall be in writing and shall specify the names of those in attendance, dates of meeting, the nature of the proposed disposition of the grievance, HRHA's decision, and the specific reasons therefor. All decisions relating to Applicant informal reviews shall be final.

V. WHEN AN INFORMAL HEARING IS REQUIRED

HRHA must give the Tenant an opportunity for an informal hearing to evaluate whether the following decisions relating to the Tenant's individual circumstances are in accordance with the law, HUD regulations, and HRHA's policies, as follows:

A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment

A determination of the appropriate utility allowance (if any)

A determination of the family unit size under HRHA's subsidy standards

A determination that a voucher 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

A determination to terminate assistance (if applicable) for the Tenant because of said tenant's actions or failure to act

A determination to terminate assistance because Tenant has been absent from the leased premises for longer than the maximum period permitted under the lease agreement

HRHA shall follow the informal hearing provisions for the [denial](#) of assistance on the basis of ineligible immigration status contained in 24 C.F.R. Part 5.

HRHA must give the opportunity for a formal hearing before HRHA terminates housing assistance payments (if applicable) for Tenant under an outstanding HAP contract (if applicable).

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

The proposed action or decision of HRHA

The date the proposed action or decision will take place

Tenant's right to an explanation of the basis for HRHA's decision

The procedures for requesting a hearing if Tenant disputes the action or decision

The time limit for requesting the hearing

To whom the hearing request should be addressed.

VI. When A Hearing Is Not Required

HRHA is not required to provide the Tenant an opportunity for a hearing for the following:

Discretionary administrative determinations by HRHA

General policy issues or class grievances

Establishment of the HRHA schedule of utility allowances for Tenants in the program

An HRHA determination not to approve an extension or suspension of a voucher term

An HRHA determination not to approve a unit or tenancy

An HRHA determination that an assisted unit is not in compliance with NSPIRE Standards. However, HRHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of NSPIRE caused by the Tenant, as pursuant to the lease agreement

An HRHA determination that the leased premise is not in accordance with NSPIRE because of the family size

A determination by HRHA to exercise or not to exercise any right or remedy against the owner under a HAP contract, if applicable

Disputes between tenants not involving HRHA.

VII. Notice to Tenants

In grievances involving matters in Sections V.1. through V.3., HRHA must notify the Tenant that said tenant may ask for an explanation of the basis of HRHA's determination, and that if Tenant does not agree with the determination, Tenant may request an informal hearing on the decision.

In grievances involving matters in Sections V.4. through V.6., HRHA must give the Tenant prompt written notice that said tenant may request an informal hearing. The notice must include:

A brief statement of the reasons for the decision;

A statement that if the Tenant does not agree with the decision, said tenant may request an informal hearing on the decision



State the deadline for the Tenant to request hearing.

VIII. Selection of A Hearing Officer

Grievances shall be presented before a hearing officer. A hearing officer 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. Normally, the Executive Director will act as the hearing officer absent a conflict of interest. If there is a conflict, HRHA shall appoint an independent party to act as the hearing officer. The hearing officer who conducts the hearing may regulate the conduct of the hearing in accordance with HRHA's hearing procedures, as set forth in Section XII of this Grievance Procedure.

X. 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 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 each month 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. However, the failure to make payment shall not constitute a waiver of any rights that the Tenant may have to contest HRHA's disposition of their grievance in any appropriate judicial proceeding.

XI. Scheduling of Hearings

When HRHA receives a request for a formal hearing, a hearing shall be scheduled within **ten (10) business days**. The notification of the hearing shall contain, notwithstanding anything to the contrary:

The date and time of the hearing.

The location where the hearing will be held.

The Tenant's right to bring evidence, witnesses, legal or other representation at said tenant's expense.

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.

A notice to the Tenant that HRHA will request a copy of any documents or evidence that said tenant will use at the hearing.

HRHA's informal hearing or grievance procedures.

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

XII. PROCEDURES GOVERNING THE HEARING

Hearing Procedures: As set forth in the Administrative Plan, the following hearing procedures shall be followed:

The hearing shall be held before a hearing officer.

The hearing shall concern only the issues for which the Tenant or Applicant has received the opportunity for an informal hearing.

No documents may be presented which have not been provided to the other party before the hearing if said documents were requested by the other party.

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, the lease in effect, HRHA rules, 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 the weight of the evidence presented at the informal hearing.

At the hearing, the Tenant must first make a showing of entitlement to the relief sought. Thereafter HRHA will sustain the burden of justifying the agency's action or failure to act against which the grievance is directed.

The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the Tenant or Applicant 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 a decision that is adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

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

The opportunity to examine and, at the expense of the Tenant, to copy all documents, records and regulations of HRHA that are relevant to the case before the hearing

The right to be represented by counsel or other person chosen as his/her representative at his/her own expense

The right to a private hearing unless the Tenant requests a public hearing



The right to present evidence and arguments in support of his or her grievance to controvert evidence relied on by management or HRHA
Present any information or witnesses or question any witnesses pertinent to the issue of the hearing
Request that HRHA’s staff be available to present at the hearing and to answer questions that are pertinent to the case
A decision based solely and exclusively upon the facts presented at the hearing.

HRHA’s Rights: Notwithstanding any other rights contained in this Grievance Procedure, HUD regulations, and/or the Administrative Plan, HRHA has a right to:

Present evidence, witnesses, and any information pertinent to the issue at hand during the informal hearing
Be notified if the Tenant intends to be represented by legal counsel, an advocate, or other party
Examine and copy any documents to be used by the Tenant prior to the informal hearing
Have an attorney present at the hearing
Have staff persons and other witnesses who are familiar with the case present at the hearing.

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

Accommodation: HRHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include but is not limited to qualified sign language interpreters, readers, accessible locations, or attendants.

XIII. DECISION OF THE HEARING OFFICER

Decision: The hearing officer shall prepare a written decision **within ten (10) business days after the hearing** and shall include:

A clear summary of the decision and the reasons for the decision;
If the decision involves money owed, the amount owed and documentation of the calculation of the monies owed
The date that the decision goes into effect.

Copies of the Decision: A copy of the decision shall be sent to Applicant and Tenant and HRHA. HRHA shall retain a copy of the decision in the Tenant’s folder.

Binding Effect of Hearing Decisions: The decision of the hearing officer shall be binding on HRHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision, **UNLESS** the HRHA Board of Commissioners within a reasonable time, **not to exceed ten 10 business days**, determines that:

The grievance does not concern HRHA’s action or failure to act in accordance with or involving the Tenant’s lease or HRHA regulations which adversely affect the Tenant’s rights, duties, welfare, or status
The grievance concerns a matter or matters in which HRHA is not required to provide opportunity for a hearing
The decision conflicts with or contradicts federal, state, or local regulations or requirements
The decision conflicts with or contradicts HUD regulations or requirements
The decision exceeds the authority 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 Tenant within ten (10) business days of the hearing officer’s notification to 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 whatsoever, any rights the Tenant may have to a trial *de novo* or judicial proceedings which may thereafter be brought in the matter.

XIV. HRHA EVICTION ACTIONS

If the Tenant has requested a hearing in accordance with Section IV on a grievance 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 leave 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 said tenant and they 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 HCV Program 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

HRHA’s Move to Work (MTW) plan allows the Authority to use up to 50 percent of total authorized Housing Choice Voucher units for project basing, to increase the number of units assisted within a building; eliminating the selection process for PHA owned projects and limiting portability moves from PBV units for 24 months.

Program requirements for attaching project-based voucher assistance to units are found at 24 CFR §983.6, (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 are fully applicable to every instance as appropriate. In the event of any inconsistency between the Regulations and this Administrative Plan, the Regulations will govern.

HRHA will operate a PBV program using up to 50 percent of its ACC authorized units. At least annually, HRHA will determine the number of vouchers needed for the PBV program and reduce or discontinue the issuance of new tenant-based vouchers so that the necessary PBV assistance is 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

Promote the coordination and leveraging of housing resources.

22.1.2 RELOCATION REQUIREMENTS

See the Regulations, 24 CFR §983.7.

22.1.3 EQUAL OPPORTUNITY REQUIREMENTS

See the Regulations, 24 CFR §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 CFR §983.51. HRHA’s selection procedures shall apply equally to all PBV proposals and do not effectively eliminate the submission of proposals for non-HRHA-owned units. 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 (the greater of 25 units or 25%), and meets the site selection standards in accordance with the Regulations, 24 CFR §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. HRHA’s selection procedures do not give undue preferential treatment (e.g., additional points) to HRHA-owned units. If a property is HRHA-owned or controlled by HRHA, HRHA must identify the qualified 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.

22.2.3 PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

See 24 CFR §§983.53 and 983.54 of the Regulations.

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 percent or less. HRHA may grant exceptions to the 20 percent standard when it is determined that the PBV assistance will complement other local redevelopment activities designed to meet the stated goal 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 percent, the PHA should consider whether in the past 5 years there 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 24 CFR §983.57 of the Regulations.



22.2.6 ENVIRONMENTAL REVIEW

See 24 CFR §983.58 of the Regulations.

22.2.7 REQUEST FOR PROPOSAL PROCESS

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 availability of proposed units for occupancy by program families, the criteria that will be used to select proposals, and the deadline for proposals.

Proposal Submission: Prospects 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, 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.

Proposal Review and Selection: Within fifteen (15) business days of the 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. Prospects 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 NSPIRE standards, and with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented at 24 CFR §35, subpart H.

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

HRHA will use information submitted by the prospective landlords 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, as well as feasibility of a substantial rehabilitation project. Additional criteria established by HRHA may include, but are not limited to:

- Documentation of 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 de-concentration of poverty

- Long term affordability

- Quality of management plan

- Public Purpose and benefit.

In no instance will HRHA make a commitment of PBV in excess of 50 percent of its ACC authorized units.

Prospective landlord will be promptly notified in writing if 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 NSPIRE, and the unit rents proposed by HRHA.

Prospective landlords will be given ten (10) business days to advise HRHA whether they are in agreement with the terms and conditions proposed.

Following an agreement, 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 will have to 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 LEAD-BASED PAINT RISK ASSESSMENT FOR PROJECT-BASED UNITS

The threshold for completing a risk assessment and hazard control as opposed to solely a visual assessment is whether HAP exceeds \$5,000 per year, per unit. If applicable, the owner must obtain a risk assessment report for each unit, regardless of whether there is a child under age 6 in residence. Occupants must be notified of the results of the risk assessment. After risk assessments for each unit are completed, the following must occur:

- LBP hazards identified receive interim controls by a certified renovation or abatement firm

- Clearance by a certified risk assessor is passed before the unit can be occupied again

- Assisted occupants are notified of the results of the hazard reduction activity

- Any remaining LBP and hazard controls are monitored and maintained, including annual visual assessments and dust testing every two years by a certified risk assessor



HRHA's current project-based voucher portfolio includes 129 units at Franklin Heights which were purchased and rehabilitated in 2008-2009 and 15 units at Commerce Village. The units are certified lead free.

22.4 DWELLING UNITS

22.4.1 HOUSING QUALITY STANDARDS

See 24 CFR §983.101 of the Regulations.

22.4.2 HOUSING ACCESSIBILITY FOR PERSON WITH DISABILITIES

See 24 CFR §983.102 of the Regulations.

22.4.3 INSPECTING UNITS

See 24 CFR §983.103 of the Regulations. The independent entity is responsible for conducting all required inspections in accordance with regulatory requirements. HRHA shall provide families with up-to-date contact information for the independent entity and explain that a family requesting an inspection of the unit makes such request directly to the independent entity.

22.5 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 a HAP Contract (AHAP) with the owner of the property. The AHAP must be in the form required by HUD [24 CFR §983.152(a)].

In the AHAP the owner agrees to develop the PBV contract units to comply with NSPIRE, 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 said units [24 CFR §983.152(b)].

22.6 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 payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

22.6.1 EXECUTION OF THE HAP CONTRACT

Except as provided herein, HRHA may not enter into a HAP contract until each contract unit has been inspected and HRHA has determined that the unit complies with the NSPIRE standards.

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

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

22.6.2 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 twenty 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 agree to accept any extensions of the contract term that HRHA may offer, or propose to agree to accept a 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 twenty 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:

The cost of extending the contract and the amount of available budget authority

The condition of the contract units

The owner's record of compliance with obligations under the HAP contract and lease(s)

Whether the location of the units continues to support the goals of de-concentrating poverty and expanding housing opportunities

Whether the funding could be used more appropriately for tenant-based assistance.

With respect to a PBV-HAP contract, all contracts must specify that upon termination or expiration of the contract without extension, an assisted family may elect to remain in its unit and use the assistance previously provided under the contract as long as the unit meets HUD's NSPIRE and the rent for the unit is reasonable. Section 8(o) (13) (f)(iv) of the Act sets forth the requirements for transition from PBV-HAP units to HCV-HAP units.

In the event appropriated funds are insufficient to fund all vouchers administered by HRHA, HRHA will implement cost-saving measures before terminating any PBV-HAP contracts. The cost-saving measures HRHA will consider are:

Ensuring Reasonable Rents

Family Income Matching/Verification and Other Anti-Fraud Efforts

Ensuring Accurate Utility Allowances



Portability Absorption
Portability and Moves within HRHA Jurisdiction
Interim Reexaminations
Minimum Rent
Voucher Issuance
Subsidy Standards
Payment Standards
Utility Allowances Waiver.

If HRHA implements all of these cost saving measures and still has insufficient funds to cover its housing assistance payments, then HRHA may choose to terminate payments under its HCV or PBV programs. If necessary, HRHA will prioritize termination of its HCV Program HAP agreements due to the ability to minimize the impact on participants by targeting only the minimum needed to reduce the impact on participants who are most vulnerable in its project base program.

Subject to all PBV requirements, new units may be added at any time during the term of the HAP contract without being subject to competitive selection if the project proposal meets an identified strategic community housing need, expands permanent supportive housing for chronically homeless individuals, or addresses relocation and disaster relief efforts.

22.6.3 DETERMINING RENT OR PAYMENTS TO OWNER

See Subparts G and H of the Regulations.

22.6.4 VACANCY PAYMENTS

HRHA may at its discretion agree to provide vacancy payments in the PBV Program not to exceed one month following the move-out month. See Subpart E of the Regulation for further details regarding the HAP Contract.

22.7 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 HCV tenant-based assistance waiting list for PBV projects. In that case, an owner may refer applicants in writing to the HCV Program office. Once eligible families are referred to the HCV Program, they will be processed as any other HCV client. As previously explained in this Administrative Plan, the HCV Program 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.

22.7.1 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 must also 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 be placed on more than one waiting list.

22.7.2 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, 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, 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).

22.8 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. HRHA must adopt any criteria and preferences for occupancy of particular units in writing and in advance of their display or use. Preferences must be provided in accordance with PBV regulations at 24 CFR §983.251.



22.81. 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.

22.8.2 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, 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.

22.8.3 FILLING VACANCIES IN CONJUNCTION WITH SITE-BASED WAITING LISTS

Normally the owner will notify HRHA of any vacancy and 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 HRHA for placement on the site-based waiting list and determination of eligibility, or ask HRHA to solicit families from its tenant-based waiting list for placement on the site-based list.

22.8.3.1 OFFER OF PBV ASSISTANCE

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 HRHA's selection policy;

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

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.

Acceptance of Offer

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 and 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.

Persons with Disabilities

Refer to Section 3.2: Admissions and Occupancy Policies.

Persons with Limited English Proficiency

Refer to Section 3.27: Admissions and Occupancy Policies.

22.8.3.2 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 applicant's 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.

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 federal, state and local law. If HRHA determines that the lease does not comply with federal, state, or local law, HRHA will deny approval of tenancy.

The term of the lease must be for at least one year. HRHA will accept leases written for up to two years. 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 a 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 HRHA 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.

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.

Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 or more days since the landlord/owner gave 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

Tenant Screening

HRHA Responsibilities

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 records as well as 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 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.

Owner responsibilities

The owner is responsible for the screening and selection of a tenant to occupy the landlord/owner's unit. When screening tenants, 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, violent, or other related criminal activity that is a threat to the health, safety, or property of others
- Compliance with other essential conditions of tenancy.

Moves

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, a unit with accessibility features that the family does not require, or the unit is needed by a family that does require those features, HRHA must promptly notify the family and the landlord/owner of this determination and offer the family-in-residence an 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 as determined by HRHA.

Families Right to Move

The family may terminate the lease at any time after the second 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 at the same time as notifying the landlord of their intent to move. prior to providing the landlord/owner with notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, HRHA is required to offer the family 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.

Tenancy/Terminations

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

Utility Allowances



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

Excepted units for families receiving supportive services

HRHA's MTW designation allows for the elimination of this requirement.

Extent of Supportive Services with private developers (non-HRHA owned properties)

The owner must provide the following:

Development of an Individual Development Plan (IDP) for at least one family member. The IDP is a required document to assist the client in the accomplishment of goals that will lead to self-sufficiency or to acquire needed support services.

Complete a Support Service Contract of participation for each client

Maintain monthly contact with each client and documenting their progress in reaching goals

Provide to HRHA a report due on 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.

22.9 FAMILY SELF-SUFFICIENCY PROGRAM/SUPPORTIVE SERVICES

22.9.1 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 their legal 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 Housing Choice Voucher Program.

22.9.2 MONITORING SUPPORTIVE SERVICES

HRHA will conduct an annual audit of client files to assess social service compliance.

HRHA will notify the Contractor of any deficiencies with a timeframe for correction.

HRHA will cancel PBV Contracts for non-compliance as needed.

22.9.3 OWNER FAILURE TO PROVIDE SUPPORTIVE SERVICES

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

22.9.4 CHANGE IN SUPPORT SERVICE REQUIREMENTS

The owner may negotiate with 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.

22.9.6 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.

HRHA 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 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, 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 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 2022 (VAWA 2022). This policy will refer simply to VAWA.

VAWA protections are not limited to women; they cover all 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 limitation, 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, including an emergency transfer plan, 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:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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. Upon request, HRHA will provide the HRHA Emergency Transfer Plan (form HUD-5381) and Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (form HUD-5383).

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 victim 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 HUD's regulations at 24 CFR §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.



APPENDIX I

Bathtub and Shower	Only 1 bathtub or shower is present within the unit and it is inoperable (i.e., overall system is not meeting function or purpose, with or without visible damage) or standing water is present such that the inspector believes water is unable to drain.	Severe	Unit
Call-for-aid System	System is blocked. OR Pull cord end is higher than 6 inches off the floor.	Life Threatening	Unit and Inside
Call-for-aid System	A call-for-aid system does not emit sound light or send a signal to the annunciator. OR The annunciator does not indicate the correct corresponding room. OR Pull cord is missing. OR Pull cord is tied up such that it cannot be engaged.	Life Threatening	Unit and Inside
Carbon Monoxide Alarm	Carbon monoxide alarm is missing, not installed, or not installed in affirmative habitability requirement a proper location. For more information on specific scenarios: https://www.hud.gov/sites/dfiles/PIH/documents/NSPIRE-Standard-Carbon-Monoxide-Alarm_20230620.pdf	Life Threatening	Unit
Carbon Monoxide Alarm	Carbon monoxide alarm is obstructed	Life Threatening	Unit and Inside
Carbon Monoxide Alarm	Carbon monoxide alarm does not produce audio or visual alarm when tested.	Life Threatening	Unit and Inside
Ceiling	Ceiling component is not functionally adequate (i.e., does not allow ceiling to enclose a room, protect shaft or circulation space, create enclosure of and separation between spaces, control the diffusion of light and sound around a room).	Severe	Unit and Inside
Chimney	A visually accessible (i.e., can be reasonably accessed and observed) chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete (i.e., evidence of a previously installed component that is now not present) such that it may not safely contain fire and convey smoke and combustion gases to the exterior. OR A visually accessible (i.e., can be reasonably accessed and observed) chimney, flue, or firebox connected to a fireplace or wood-burning appliance is damaged (i.e., visibly defective; impacts functionality) such that it may not safely contain fire and convey smoke and combustion gases to the exterior.	Life Threatening	All (unit - inside - outside)
Chimney	The chimney exhibits signs of structural failure such that the integrity of the chimney is jeopardized.	Life Threatening	Outside
Cooking Appliance	No burner on the cooking range or cooktop produces heat. OR The oven does not produce heat temperature.	Severe	Unit
Cooking Appliance	Primary cooking appliance is missing (i.e., evidence of prior installation, but now not present or is incomplete)	Severe	Unit
Cooking Appliance	A microwave is the primary cooking appliance and it is damaged (i.e., visibly defective; impacts functionality)	Severe	Unit
Door - Entry	Entry door does not close (i.e., door seats in frame)	Severe	Unit
Door - Entry	Entry door cannot be secured (i.e., access controlled) by at least 1 installed lock.	Severe	Unit
Door - Entry	The entry door is missing (i.e., evidence of prior installation, but now not present or is incomplete)	Severe	Unit and Inside
Door - Fire Labeled	Fire labeled door does not open such that it may limit access between spaces.	Severe	Unit and Inside
Door - Fire Labeled	Fire labeled door does not close (i.e., door seats in frame) and latch. OR Fire labeled door self-closing hardware is damaged (i.e., visibly defective; impacts functionality) or missing (i.e., evidence of prior installation, but is now not present or is incomplete) such that the door does not self-close (i.e., door seats in frame) and latch.	Severe	Unit and Inside
Door - Fire Labeled	A fire labeled door assembly has a hole of any size. OR A fire labeled door assembly is damaged (i.e., visibly defective; impacts functionality) such that its integrity may be compromised.	Severe	Unit and Inside
Door - Fire Labeled	A fire labeled door seal or gasket is damaged (i.e., visibly defective; impacts functionality). OR A fire labeled door seal or gasket is missing (i.e., evidence of prior installation, but now not present or is incomplete)	Severe	Unit and Inside
Door - Fire Labeled	An object is present that may prevent the fire labeled door from closing (i.e., door seats in frame) and latching. OR An object is present that may prevent the fire labeled door from self-closing (i.e., door seats in frame) and latching.	Severe	Unit and Inside
Door - Fire Labeled	Fire labeled door cannot be secured (i.e., access controlled) by at least 1 installed lock.	Severe	Unit
Door - Fire Labeled	Fire labeled door is missing (i.e., evidence of prior installation, but is now not present or is incomplete)	Life Threatening	Unit and Inside
Egress	The exit access or exit is obstructed.	Life Threatening	Unit and Inside



Egress	The exit discharge is obstructed.	Life Threatening	Outside
Egress	Sleeping room is located on the third floor or below and has an obstructed rescue opening.	Life Threatening	Unit
Egress	Fire escape access is obstructed.	Life Threatening	Unit
Electrical – Conductor, Outlet, And Switch	Outlet or switch is damaged. Any portion of a visually accessible (i.e., can be reasonably accessed and observed) outlet or switch is damaged (visibly defective; impacts functionality) such that it may not safely carry or control electrical current at the outlet or switch.	Life Threatening	All (unit - inside - outside)
Electrical – Conductor, Outlet, And Switch	Testing of a three-pronged outlet that is reasonably accessible (i.e., can be reached without moving obstructions, dismantling, destructive measures, or actions that may pose a risk to persons or property) indicates that it is not properly wired or grounded.	Severe	All (unit - inside - outside)
Electrical – Conductor, Outlet, And Switch	An outlet that is reasonably accessible (i.e., can be reached without moving obstructions, dismantling, destructive measures, or actions that may pose a risk to persons or property) does not have visible damage and testing indicates that it is not energized.	Severe	All (unit - inside - outside)
Electrical – Conductor, Outlet, And Switch	Electrical conductor is not enclosed or properly insulated (e.g., damaged or missing sheathing that exposes the insulated wiring or conductor, open port, missing knockout, missing outlet or switch cover, or missing breaker or fuse). OR An opening or gap is present and measures greater than ½ inch.	Life Threatening	All (unit - inside - outside)
Electrical – Conductor, Outlet, And Switch	Water is currently in contact with an electrical conductor.	Life Threatening	Unit and Inside
Electrical - GFCI, AFCI, Outlet or Breaker	GFCI outlet or GFCI breaker does not have visible damage and the test or reset button is inoperable (i.e., overall system or component thereof is not meeting function or purpose).	Severe	All (unit - inside - outside)
Electrical - GFCI, AFCI, Outlet or Breaker	AFCI outlet or AFCI breaker does not have visible damage and the test or reset button is inoperable (i.e., overall system or component thereof is not meeting function or purpose)	Severe	All (unit - inside - outside)
Electrical - GFCI, AFCI, Outlet or Breaker	Outlet is present within six feet of a water source (i.e., sink, bathtub, shower, water faucet, toilet) that is located in the same room. AND Outlet is not GFCI protected.	Severe	All (unit - inside - outside)
Electrical Service Panel	The overcurrent protection device (i.e., fuse or breaker) is damaged (i.e., visibly defective; impacts functionality) such that it may not interrupt the circuit during an overcurrent condition.	Life Threatening	All (unit - inside - outside)
Electrical Service Panel	The overcurrent protection device (i.e., fuse or breaker) is contaminated (e.g., water, rust, corrosion).	Severe	All (unit - inside - outside)
Exit Sign	Exit sign is damaged (i.e., visibly defective; impacts functionality). OR Exit sign is missing (i.e., evidence of prior installation, but is now not present or is incomplete). OR Exit sign is obstructed such that the word “EXIT” is not clearly visible. OR Exit sign is not adequately illuminated.	Life Threatening	Inside and Outside
Fire Escape	Any stair, ladder, platform, guardrail, or handrail is damaged (i.e., visibly defective; impacts functionality). OR Any stair, ladder, platform, guardrail, or handrail is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Life Threatening	Outside
Fire Extinguisher	Pressure gauge indicates that the fire extinguisher is over or under-charged.	Life Threatening	All (unit - inside - outside)
Fire Extinguisher	The date on the service tag of any fire extinguisher has exceeded one year. OR The fire extinguisher tag is missing or illegible. OR A non-chargeable or disposable fire extinguisher is more than 12 years old (based on manufacture date)	Life Threatening	All (unit - inside - outside)
Fire Extinguisher	Fire extinguisher is damaged (i.e., visibly defective; impacts functionality). OR Fire extinguisher is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Life Threatening	All (unit - inside - outside)
Flammable and Combustible Item	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater. OR Improperly stored chemicals	Life Threatening	All (unit - inside - outside)
Guardrail	The guardrail is missing (i.e., evidence of prior installation, but is now not present or is incomplete) or not installed (i.e., never installed, but should have been) along a walking surface that is more than 30 inches above the floor or grade below	Life Threatening	All (unit - inside - outside)



Guardrail	Guardrail is missing functional component(s) (i.e., a component that is critical to the guardrail protecting from fall hazards). OR Guardrail is damaged (i.e., visibly defective; impacts functionality). OR Guardrail is less than 30 inches in height. OR Guardrail is not securely attached and cannot reasonably protect from fall hazards.	Life Threatening	All (unit - inside - outside)
HVAC	The inspection date is on or between October 1 and March 31. AND The permanently installed heating source is not working. OR The permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.	Life Threatening	Unit
HVAC	The inspection date is on or between October 1 and March 31. AND The permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.	Severe	Unit
HVAC	Unvented space heater that burns gas, oil, or kerosene is present	Life Threatening	Unit and Inside
HVAC	Combustion chamber cover or gas shutoff valve is missing (i.e., evidence of prior installation, but is now not present or is incomplete) from a fuel burning heating appliance.	Life Threatening	Unit and Inside
HVAC	Heating system or device safety shield is damaged (i.e., visibly defective; impacts functionality) or missing (i.e., evidence of prior installation, but is now not present or is incomplete)	Severe	Unit and Inside
HVAC	Fuel burning heating system or device is present. AND Exhaust vent is misaligned, blocked, disconnected, or improperly connected through to the ceiling or wall. OR Exhaust vent is damaged (i.e., visibly defective; impacts functionality). OR Exhaust vent is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Life Threatening	All (unit - inside - outside)
Infestation	Sighting of at least one live cockroach in two or more Units during a daytime surface visual assessment. OR Sighting of at least one live cockroach in two or more rooms in a Unit during a daytime surface visual assessment.	Severe	Unit
Infestation	Sighting of at least one live bedbug in two or more Units during a daytime surface visual assessment. OR Sighting of at least one live bedbug in two or more rooms in a Unit during a daytime surface visual assessment.	Severe	Unit
Infestation	Sighting of at least one live mouse in two or more Units during a daytime surface visual assessment. OR Sighting of at least one live mouse in two or more rooms in a Unit during a daytime surface visual assessment	Severe	Unit
Infestation	Live rat is seen in the Unit or in the Inside.	Severe	Unit and Inside
Leak - Gas or Oil	There is evidence of a gas, propane, or oil leak. OR There is an uncapped gas or fuel supply line.	Life Threatening	All (unit - inside - outside)
Leak - Sewage System	Blocked sewage system. Wastewater is unable to drain resulting in sewer backup.	Severe	All (unit - inside - outside)
Leak - Sewage System	Leak in sewage system. There is evidence of a sewer line or fitting leaking.	Severe	All (unit - inside - outside)
Lighting - Auxiliary	Auxiliary lighting is damaged (i.e., visibly defective; impacts functionality), missing (i.e., evidence of prior installation, but is now not present or is incomplete), or fails to illuminate when tested.	Severe	Inside and Outside
Mold-like Substance	Cumulative area of patches is more than 1 square foot and less than 9 square feet in a room.	Severe	Unit
Mold-like Substance	Cumulative area of patches is more than 9 square foot in a room.	Life Threatening	Unit
Mold-like Substance	Cumulative area of patches is more than 9 square foot in a room.	Severe	Inside
Potential Lead-based Paint Hazards - Visual Assessment	Paint is deteriorated (e.g., peeling, chipping, chalking, cracking, or detached from the substrate). For large surface areas in the Unit, deteriorated paint is more than 2 square feet, per room; for small surface areas, greater than 10% per component ("significant"). Note: Examine the property profile to determine if the property was built pre-1978. If it was built in 1978 or afterwards, peeling paint is not a deficiency.	Severe	Unit and Inside
Potential Lead-based Paint Hazards - Visual Assessment	Paint is deteriorated (e.g., peeling, chipping, chalking, cracking, or detached from the substrate). Deteriorated paint is more than 20 square feet ("significant"). Note: Examine the property profile to determine if the property was built pre-1978. If it was built in 1978 or afterwards, peeling paint is not a deficiency.	Severe	Outside
Private Roads and Driveways	Road or driveway access to the property is blocked or impassable for vehicles.	Severe	Outside
Sharp Edges	A sharp edge that can result in a cut or puncture hazard that is likely to require emergency care (e.g., stitches) is present within the built environment (i.e., human-made structures, features, and facilities).	Severe	All (unit - inside - outside)



Smoke Alarm	Smoke alarm is not installed inside each bedroom. AND Smoke alarm is not installed outside the bedroom(s). AND Smoke alarm is not installed on each level.	Life Threatening	Unit
Smoke Alarm	Smoke alarm is not installed inside each classroom. AND Smoke alarm is not installed outside the classroom(s). AND Smoke alarm is not installed on each level.	Life Threatening	Inside
Smoke Alarm	Smoke alarm is obstructed.	Life Threatening	Unit and Inside
Smoke Alarm	Smoke alarm does not produce an audio or visual alarm when tested.	Life Threatening	Unit and Inside
Sprinkler Assembly	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.	Life Threatening	All (unit - inside - outside)
Sprinkler Assembly	Sprinkler assembly component is damaged (i.e., visibly defective; impacts functionality), inoperable (i.e., overall system or component thereof not meeting function or purpose; with or without visible damage), or missing (i.e., evidence of prior installation, but now not present or is incomplete) and it is detrimental to performance.	Life Threatening	All (unit - inside - outside)
Sprinkler Assembly	Sprinkler assembly has evidence of corrosion.	Life Threatening	All (unit - inside - outside)
Sprinkler Assembly	Foreign material covers 75% or more of the sprinkler assembly. OR Foreign material covers 75% or more of the glass bulb.	Life Threatening	All (unit - inside - outside)
Structural System	Structural system exhibits signs of serious failure and may threaten the resident's safety.	Life Threatening	All (unit - inside - outside)
Toilet	Only 1 toilet was installed, and it is missing (i.e., evidence of prior installation, but now not present or is incomplete)	Life Threatening	Unit
Toilet	Only 1 toilet was installed, and it is damaged (i.e., visibly defective; impacts functionality). OR Only 1 toilet was installed, and it is inoperable (i.e., overall system is not meeting function or purpose; with or without visible damage)	Severe	Unit
Water Heater	Temperature Pressure Relief (TPR) valve has an active leak. OR TPR valve is obstructed such that the TPR valve is unable to be fully actuated. OR Relief valve discharge piping is damaged (i.e., visibly defective; impacts functionality), capped, has an upward slope, or is constructed of unsuitable material.	Severe	All (unit - inside - outside)
Water Heater	Hot water does not dispense after the handle is engaged.	Severe	Unit
Water Heater	Chimney or flue piping is blocked, misaligned, or missing (i.e., evidence of prior installation, but now not present or is incomplete).	Life Threatening	All (unit - inside - outside)
Water Heater	Gas shutoff valve is damaged (i.e., visibly defective; impacts functionality). OR Gas shutoff valve is missing (i.e., evidence of prior installation, but is now not present or is incomplete). OR Gas shutoff valve is not installed (i.e., never installed, but should have been).	Life Threatening	All (unit - inside - outside)
Window	The window will not close.	Severe	Unit