

# HOUSING CHOICE VOUCHER

## ADMINISTRATIVE PLAN

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## **SECTION 1: INTRODUCTION**

1. **Mission Statement:** The goal of Perry Metropolitan Housing Authority is to provide decent, safe, and sanitary housing to eligible families and to promote self-sufficiency and economic independence for Section 8 HCV participants. To achieve this mission, the Housing Authority (HA) will seek problem-solving partnerships with residents, landlords the community, and government leadership; apply HA resources to the effective, efficient management and operation of the Section 8 HCV Voucher Program.

2. **Purpose of Plan:** The purpose of this plan is to establish guidelines for HA staff to follow in determining eligibility for the Section 8 HCV Program. The basic guidelines are governed by requirements of the Department of Housing and Urban Development (HUD). The HA also has latitude to implement local policies and procedures. The Policies and Procedures governing admissions and continued occupancy are outlined in this plan and are binding upon applicants, residents, landlords and the HA.

NOTE: Changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

### **3. Primary Responsibilities of the HA:**

1. Receive applications and determine eligibility for assistance;
2. Notify eligible families of the availability of Section 8 HCV assistance;
3. Encourage owners to make units available to Section 8 HCV participants;
4. Review and adjust utility allowances annually;
5. Inspect Section 8 HCV units to insure that they meet Housing Quality Standards (HQS);
6. Execute leases;
7. Make housing assistance payments to owners;
8. Perform annual and interim re-examinations of income and family composition and adjust rent accordingly.

### **4. Objectives:**

1. Increase the housing stock for very low and low-income families utilizing the Section 8 HCV Program to house eligible families in private rental housing;
2. Improve the housing stock by requiring participating landlords to meet HQS;
3. Establish policies which comply with Federal Regulations for efficient and effective management of the program;
4. Comply with Title VI of the *Civil Rights Act of 1964* and all other applicable Federal laws and regulations to insure that occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status and/or national origin;
5. Preserve and utilize existing housing stock (*Housing and Community Development Act of 1974*) by allowing a family who qualifies for Section 8 HCV assistance and lives in substandard housing to remain if the Owner brings the unit up to HQS and the participant desires to remain in the unit.

### **5. Outreach**

1. Outreach to Owners: Distribute and communicate information concerning property owners leasing units under the Section 8 HCV Program through local media to encourage participation by owners of suitable units located outside low income or minority concentrated areas;
2. Outreach to Potential Clients:
  - a. Communicate through local media and other suitable means, the availability and nature of housing assistance for lower-income families;
  - b. Inform families where they may apply for Section 8 HCV rental assistance;
  - c. Take affirmative action to provide opportunities to participate in the program to persons who are less likely to apply because of race, ethnicity, sex, age, or source of income;
  - d. Hold meetings concerning the Section 8 HCV Program with local community agencies.

## **SECTION 2: FAIR HOUSING POLICY and EQUAL OPPORTUNITY HOUSING PLAN**

### **1. Fair Housing Policy:**

The Fair Housing Policy of the HA will comply with all Federal, State, and local nondiscrimination laws, all rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and the *Americans with Disabilities Act*. The HA will not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 HCV Program based on race, color, religion, sex, handicap, familial status, and /or national origin. The HA will provide access to information to Section 8 HCV participants regarding discrimination to further its commitment to full compliance with applicable civil rights laws. Fair Housing will be discussed during the briefing session; all Fair Housing complaints are documented and placed in the applicant/tenant file. If an individual/family claims illegal discrimination due to race, color, religion, national origin, age, familial status or disability and that has prevented them from finding or leasing a suitable unit with assistance under the Section 8 HCV Program, the HA will provide information on completing and filing a housing discrimination complaint.

### **2. Equal Opportunity Housing Plan:**

The HA will comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:

1. *The Fair Housing Act*, 42 U.S.C. 3610-3619 (implementing regulations @ 24 CFR parts 100, *et seq*);
2. *Title VI of the Civil Rights Act* of 1964, 42 U.S.C. 2000d (implementing regulations @ 24 CFR part 1);
3. *The Age Discrimination Act of 1975*, 42 U.S.C. 6101-6107 (implementing regulations @ 24 CFR part 146);
4. Executive Order 11063, *Equal Opportunity in Housing* (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59 FR2939 (1994) (implementing regulations @ 24 CFR, part 107);
5. Section 504 of *The Rehabilitation Act of 1973*, 29 W.S.C. 794 (implementing regulations at 24CFR,part 8; and f6 Title II of *The Americans with Disabilities Act*, 42 U.S.C. 12101, *et seq*).

### **3. Equal Opportunity Posting Requirements:**

The HA will maintain a bulletin board in the Section 8 HCV office area which will accommodate the following:

1. Statement of Policies and Procedures governing the Section 8 HCV Administrative Plan;
2. Open Occupancy Notice (acceptance/non-acceptance of applications);
3. Income limits for admission;
4. Utility Allowances;
5. Informal review and hearing procedure;
6. Fair Housing poster;
7. *Equal Opportunity in Employment* poster.

## **SECTION 3: PRIVACY RIGHTS**

All applicants will be required to sign the *Federal Privacy Act* Statement which defines the conditions that HUD will release information concerning Section 8 HCV participants. Requests for information by other parties must be accompanied by a signed release request before the HA will release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations (Reference HUD Form 9886).

## **SECTION 4: DEFINITION OF TERMS**

Definitions are incorporated by reference as if fully set out herein CFR 24, section 982.4, part 5:

**Absorption:** the point at which a receiving HA stops billing the initial HA for assistance on behalf of a *Portability* family

**Actively Seeking Employment:** family member must be enrolled in an official job search program or must demonstrate independent job search activities providing the HA with a notarized statement which includes the date, time, place and results of the search

**Adjusted Income:** income on which the *Total Tenant Payment* is to be based including the total annual income less the

following:

1. \$480.00 for each family member (other than head of household or spouse) who is:
  - a. Seventeen (17) years of age or younger; or
  - b. Eighteen (18) years of age or older and a verified full-time student and/or disabled or handicapped as defined in this Section
2. Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age including foster children necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education. The amount shall reflect reasonable charges for child care, shall not exceed the amount of income received from such employment and cannot be reimbursed.
3. \$400.00 for an elderly family whose head, spouse or sole member is sixty two (62) years of age or older and/or is handicapped or disabled according to this Section
4. An allowance for medical and/or handicapped assistance expenses for amounts that exceed three percent (3%) of *Total Annual Family Income*.

NOTE: If the *Total Annual Income* less the above allowances results in a rent that is less than the established minimum rent, the resident rent will be established at the HA minimum rent amount.

**Administrative Fee:** the fee paid to the HA by HUD for the administration of the program. This amount includes hard-to-house fees paid for moves by families with three (3) or more minors

**Administrative Fee Reserve:** account established by the HA from excess administrative fee income. Administrative fees may only be used to cover costs incurred to perform HA administration of the program in accordance with HUD regulations

**Administrative Plan:** a plan which describes HA policies for administration of the program

**Admission:** effective date of the first HAP contract for a family in the program

**Adult:** a person who is:

- 1 Nineteen (19) years of age or older; or
2. Eighteen (18) years of age and married; or
3. An emancipated minor.

NOTE: Only persons who are adults shall be eligible to enter into a lease agreement

**Amortization Payment:** in a manufactured home space rental, the monthly debt service payment by the family to amortize the purchase price of the manufactured home

**Annual Contributions Contract (ACC):** a written contract between HUD and the HA whereby HUD agrees to provide funding for operation of the program and the HA agrees to comply with HUD requirements for the program

**Annual Income:** anticipated total income from all sources received by all family members including all net income derived from assets for the twelve (12) month period following the effective date of initial determination or re-examination, exclusive of certain types of income specified in this policy. Annual income includes but is not limited to the following:

- 1.Total wages before any payroll deductions including overtime pay, commissions, fees, tips and bonuses;
- 2.Net income from the operation of a business, excluding depreciation of assets used in the business. Allowance is based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or other assets from the operation of a business will be include income unless the withdrawal is for reimbursement of cash for assets invested in the operation by the family.
3. Interest, dividends and other net income of any kind from real or personal property if the family has net family assets in excess of \$5,000.00. Annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other periodic receipts.
  5. Payments-in-lieu of earnings such as unemployment and disability compensation, disabled Social Security benefits, worker's compensation and severance pay.
  6. Public assistance.
  7. Periodic and determinable incomes such as alimony, child support payments, contributions and gifts, including amounts received from any persons not residing in the unit.
  8. All regular pay, special pay and allowances received by a member of the Armed Forces whether or not living in the dwelling who is head of household, spouse or other family member whose dependents are residing in the unit. Hazardous duty pay is not included as income.
  9. Payment for the support of a minor.
  10. Veterans Administration compensation.
  11. Participants must report any change in income to the Section 8 HCV office as soon as possible but no later than ten (10) calendar days after receipt of the funds.
  12. If a Section 8 HCV participant fails to report changes in income and/or household composition, as required, Program assistance may be terminated and legal action taken
- NOTE: If it is not feasible to anticipate income for a twelve (12) month period, the income for a shorter period may be annualized, subject to a re-determination at the end of the period

**Applicant:** a family that has applied for admission to the Section 8 HCV Voucher program

**Budget Authority:** the maximum amount that may be paid by HUD to the HA over the Annual Contributions Contract (ACC) term of the funding increment. The amount is authorized and appropriated by Congress

**Casual Income:** income that is neither reliable nor periodic

**Child:** a family member, other than head or spouse, who is under eighteen (18) years of age

**Child Care Expenses:** amounts anticipated to be paid by the family for the care of children under thirteen years of age where it is necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education. The expense must be confirmed through third party verification, must be a reasonable amount and shall not exceed the amount of income received from such employment. The HA will not deduct child care if there is another unemployed adult in the household physically capable of caring for child/children. Head of household must document the disability/handicap that prevents the adult from providing child care and be approved by the HA

**Child Custody:** an applicant/participant who does not have full custody of a child/children may only claim the child as a dependent if:

1. The applicant/participant has primary custody of the child

The applicant/participant provides sufficient evidence that the child will reside with the Section 8 HCV participant.

NOTE: The same child cannot be claimed by more than one applicant/participant

**Citizen:** a citizen or national of the United States

**Common Space:** space available for use by the assisted family and other occupants of the unit

**Congregate Housing:** housing for elderly persons or persons with disabilities that meets HQS standards for congregate housing

**Contiguous Metropolitan Statistical Area (MSA):** in portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located

**Continuously Assisted:** a family that is already receiving assistance under any 1937 Housing Act program when the family is admitted to the program

**Contract Authority:** the maximum annual payment to a HA by HUD for a funding increment

**Cooperative Housing:** housing owned by a non-profit corporation or association where a member of the non profit has the right to reside in an apartment, and to participate in management of the housing

**Dependent:** a family member except foster children and foster adults other than the head or spouse who is under 18 years of age, a person with a disability, or a full time student. An unborn child is not considered a dependent

**Disabled/Handicapped Person:** a person having a physical or mental impairment which substantially limits one or more major life activities which are defined as caring for one's self, performing manual tasks, walking, sight, hearing, speaking, breathing and learning and:

1. Is expected to be of long-continued and indefinite duration,
2. Substantially impedes his/her ability to live independently, and
3. The disability could be improved by more suitable housing conditions.

**Displaced Family:** A person/family displaced by governmental action or whose dwelling unit has been extensively damaged or destroyed as a result of a disaster recognized pursuant to Federal disaster relief laws

**Drug Related Criminal Activity:**

1. The illegal manufacture, sale or distribution, or possession with intent to manufacture, sell or distribute a controlled substance (as defined in Section 102 of the controlled substances act (21 U.S.C. 802)
2. Illegal use or possession for personal use of a controlled substance as defined in Section 102 of the controlled substances act (21 U.S.C. 802
3. All family members eighteen (18) years of age or over are required to have a criminal background check. Forms must be signed at the time of application
4. Any fee assessed for the criminal background check is the responsibility of HA
5. The HA may waive the policies prohibiting admission and/or recertification if the person demonstrates to the HA's satisfaction the he/she is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:
  - a. has successfully completed a supervised drug or alcohol rehabilitation program; or
  - b. has been rehabilitated successfully; or
  - c. is participating in a supervised drug or alcohol rehabilitation program.
  - d. the circumstances leading to the eviction no longer exist.
  - e. the person involved in drugs are no longer in the household because he/she is incarcerated.
6. If there is reasonable cause to believe a person's pattern of illegal use of a controlled substance or abuse of alcohol may interfere with the health, safety, or right of peaceful enjoyment of their accommodations and surrounding neighborhood, admission/recertification will be denied.
7. Persons evicted from Public Housing or the Section 8 HCV Program due to drug related criminal activity is ineligible for admission for a period of three (3) years from the date of such eviction

**Elderly Family:** a family, whose head, spouse, or sole member is at least sixty two (62) years of age, disabled, or handicapped

**Evidence of Citizenship or Eligible Immigration Status:** the documents which must be submitted to evidence of citizenship or eligible immigration status (CFR 5.508(b))

**Fair Market Rent (FMR):** rent including cost of utilities (excluding telephone and cable) that would be required to be paid in the housing market area to obtain privately owned housing that is decent, safe, and sanitary with suitable amenities that is modest in nature. FMRs are established by HUD for housing units according to Geographical location and bedroom size and are published annually in the Federal Register in accordance with 24 CFR, part 888

**Familial Status:** A single pregnant woman and individuals in the process of obtaining custody of a minor are processed for occupancy the same as a single person (Ref. Federal Register 2/13/96, pages 5,662/5,663)

**Family:**

1. Two (2) or more persons related by blood, marriage or by operation of the law with or without children who live regularly together as a single household in the dwelling unit. A family must include a competent adult eighteen (18) years of age or older as head of household. The temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition. If a person is eighteen (18) and qualifies under the definition of *family* by being married, the head and spouse must be parties to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two (2) or more persons to constitute a family. Some acceptable basis of family relationship or without children who live regularly together as a single household in the relationship must exist as a condition of eligibility
2. An elderly family;
3. A near-elderly family;
4. A disabled family;
5. A displaced family;
6. The remaining member of a tenant family; and
7. A single person who is not elderly or displaced or a person with disabilities. A single person who is not elderly or displaced, a person with disabilities or the remaining member of a tenant family may not be provided housing assistance for which the family unit size exceeds one bedroom level (Ref. 982.207 Federal Register 2/13/96). This rule does not prohibit a single person from residing in a larger unit with the amount of subsidy for a zero (0) or one (1) bedroom family unit size. *The limit is on the amount of subsidy paid not the size of the unit.*

**Family Self-Sufficiency (FSS) Program:** A program established by a HA to promote self-sufficiency of assisted families including the provision of supportive services (42 U.S.C.1437u). 24 CFR, part 984.

**Family Share:** The portion of rent and utilities paid by the family

**Family Unit Size:** The appropriate number of bedrooms for a family. Unit size is determined by the HA subsidy standards

**Foster Child:** A foster child may be added to the lease with prior written consent of the HA

**Full Time Student:** A family member (other than head or spouse) who is carrying a subject load which is considered full time by the educational institution attended. Verification must be supplied by the attended institution

**Gross Rent:** The amount of rent to owner plus any utility allowance

**Group Home:** A unit that is licensed by the State as a group home for the exclusive use of two (2) to twelve (12) persons who are elderly or disabled including a live-in aid

**Handicapped Assistance Expense:** Reasonable expenses that are anticipated for attendant care and auxiliary apparatus for a handicapped or disabled family member that are necessary to enable another member of the family to be employed. The expense cannot be paid to a member of the family or be reimbursed by an outside source

**Hazardous Duty Pay:** Pay to a member of the Armed Forces receives when exposed to hostile fire

**Head of Household:** Adult member of the family who is primarily responsible and accountable for the family particularly in regard to lease obligations

**Homeless Family:**

1. Family that lacks a fixed, regular, and adequate nighttime residence;
2. Family that has a primary nighttime residence that is:
  - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations; or
  - b. An institution that provides temporary residence for individuals intended to be institutionalized; or

- c. A public or private place not designed or ordinarily used for regular sleeping accommodations for human beings
- 3. A homeless family does not include
  - a. Any individual imprisoned or detained pursuant to an Act of the U.S. Congress or a State Law; or
  - b. Any individual who is a *Single Room Occupant* that is not considered substandard housing.

**Housing Agency (HA):** Any governmental entity or public body authorized to engage in or assist in the development or operation of low-income housing

**Housing Assistance Payment (HAP):** A written contract between the HA and owner, in a form prescribed by HUD, in which the HA agrees to make payments to the owner on behalf of the eligible family

**Housing Quality Standards (HQS):** The HUD minimum quality standards for housing assistance under the tenant based programs

**HUD:** The United States Department of Housing and Urban Development

**Income Exclusions:** Annual income does *not* include:

1. Temporary, casual, sporadic, non-recurring income, including gifts;
2. Amounts that are specifically received from, or are reimbursement of the cost of illness or medical care;
3. Lump-sum additions to family assets (inheritances, insurance payments, workers' compensation, capital gains, and settlements for personal and/or property losses);
- 4 Full amounts of educational scholarships paid directly to the student or to the educational institution or amounts paid by the U.S. government to a veteran for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student;
5. Relocation payments made pursuant to Title II of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*(42 USC4636);
6. Food Stamps;
7. Payments received by participants or volunteers in the programs pursuant to the *Domestic Volunteers Service Act of 1973* (42 USC 5044(g), 5058);
8. Income of a live-in aide;
9. Payments received from the *Job Training Partnership Act* (29 USC 1552(b));
10. Hazardous Duty Pay;
11. Income from the employment of minors;
12. Payments received for the care of foster children;
13. Payments received under the *Alaska Native Claims Settlement Act* (43 USC 459(e) or payments made by foreign governments in connection with the *Holocaust*
14. Income derived from certain U.S. sub-marginal land of that is held in trust for certain Indian tribes (25 USC 459 (e));
15. Payments or allowances made under the *Low-Income Home Energy Assistance Program* (42 USC 8624(f));
16. Payments from Programs under Title V of the of *Older Americans Act of 1965* (42 USC 3056(f));
17. Amounts received under training programs funded by HUD;
18. Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI eligibility/ benefits because they are set aside for use under a *Plan to Attain Self- Sufficiency (PASS)*;
19. Amounts received in other publicly assisted programs which are specifically for reimbursement of expenses incurred and are solely to allow participation in a specific program
20. Earned income tax credit;
21. Resident service stipend;
22. Payments received for the care of adopted children to the extent that the payments do not exceed \$480.00) per child per annum;
23. Student financial assistance;
24. Earned income of full-time students;
25. Adult foster care payments;
26. Compensation from State or local job training programs and training of resident management staff
- 27 .Deferred periodic payments of SSI and SS benefits that are received in a lump sum payment

**Infant:** Child under two (2) years of age

**Interim Re-determination of Rent:** Changes of rent between admission and annual re-examinations

**INS:** The U.S. Immigration and Naturalization Service

**Irregular Income:** income that is neither reliable nor periodic

**Jurisdiction:** Area in which the HA has authority under State and local law to administer the program

**Lease:** A written agreement between the owner and tenant for the lease of a dwelling unit. The lease establishes conditions for occupancy

**Live-in Aide:** A person who resides with an elderly, disabled or handicapped person/ persons who:

1. Is determined by the HA to be essential to the care and well being of the person(s);
2. Is not obligated for support of the person(s),
3. Would not be living in the unit except to provide supportive services

**Low-Income Family:** A family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD

**Manufactured Home:** A manufactured structure that is built on a permanent chassis that is designed for the use as a principal place of residence, and meets HQS

**Manufactured Home Space:** A space leased by an owner to a family

**Medical Expense:** Necessary medical expenses including medical insurance premiums that are not covered by insurance as defined in *IRS Publication 502*

**Minimum Rent:** Minimum amount a participant must pay for monthly dwelling rent less the UA. The HA has the discretion to establish the minimum rent from zero (\$0) to fifty dollars (\$50.00). Perry Metropolitan Housing Authority has established fifty dollars (\$50.00) as the minimum rent for the Section 8 HCV Program which is subject to change

**Minimum Rent Hardship Exemptions:** The HA shall immediately grant an exemption of the minimum rent to any family making a proper request in writing who is unable to pay because of financial hardship due to any of the following:

1. Decrease in income resulting from the loss or reduction of employment;
2. The family would be evicted as a result of the implementation of the minimum rent
3. Loss of income resulting from a death in the family's household;
4. Loss of income resulting from a family member vacating the unit;
5. Loss or delay of assistance;
6. Increase in the family's medical expenses;
7. Increase in the family's child care expenses;
8. Increase in the family's transportation expenses (to work/school);
9. Increase in the family's education expenses. The family is required to provide written verification to the HA prior to the rent due date. If the HA determines the hardship to be of a temporary nature exemption will not be granted for a 90 day period beginning with the date the determination is made. A resident may not be evicted during this period for non-payment of rent. If the resident provides written information that the hardship is long-term and is accepted as such by the HA, the HA will retroactively exempt the resident from the requirement for the 90 day period

**Minor:** A person under eighteen (18) years of age

**Mixed Family:** A family whose members include those with/without citizenship or eligible immigration status

**Monthly Adjusted Income:** One twelfth (1/12) of adjusted annual income

**Monthly Income:** One twelfth (1/12) of annual income

**National:** A person who owes permanent allegiance to the U.S.

**Net Family Assets:** Net cash value of real property, checking, savings, stocks, bonds, cash on hand, capital investments, CDs, etc.

**Non-citizen:** A person who is not a citizen or national of the U.S.

**Owner:** Any person or entity with the legal right to lease a unit

**Participant:** A family that has been admitted to the program, and is currently being assisted

**Payment Standard:** The amount used to calculate the housing assistance that an eligible family will receive in the program:

1. Cannot exceed HUD's *Fair Market Rent (FMR)*
2. Can be set at 90-110% of *FMR*
3. Perry MHA will review no less than once per annum, usually in October, when the *FMR* is published by HUD. Perry MHA reviews averages by month from the *Landlord Register (HAP, tenant payment and utility allowance)*

**Portability:** Renting a dwelling unit with Section 8 HCV tenant based assistance outside the jurisdiction of the initial HA that is a Voucher unit with another PHA.

**Program:** The tenant based voucher program.

**Project Based:** Rental assistance that is attached to the structure

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

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner for a comparable unassisted unit in the building or the premises.
3. Rent reasonableness determinations are made when units are placed under HAP contract for either the initial inspection, annual or special inspections.
4. In determining rent reasonableness for a family staying in place, the PHA shall consider the most recent increase. If the landlord's proposed rent is significantly higher than the amount previously charged, the landlord must justify the increase in rent on the *Request for Lease Approval* form.
5. The PHA, in determining the approved rent, shall consider:
  - a. The average rents currently paid for the appropriate bedroom size;
  - b. The date of the last increase in rent for the unit;
  - c. How this rent compares with other similar unassisted units.
6. The landlord shall submit the annual rent increase request in writing to be effective on or after the anniversary date of the HAP Contract;
7. A rent adjustment shall be approved after the HA determines the following:
  - a. The unit is in decent, safe and sanitary condition; and
  - b. The landlord is in compliance with the terms of the HAP Contract and lease
8. Owners may submit a request for a special rent adjustment but must document the following:
  - a. The costs of owning and maintaining the unit have increased; and/or
  - b. The increase is a result of substantial general raise in property tax, utility rates or similar costs.
  - c. The FMR limitation does not apply to special adjustments; the rent reasonableness limitation does.
  - d. If the HA believes the owner's request is warranted, the request is forwarded to the HUD Field Office for review and approval.

- e. The HA will maintain documentation which includes comparable data on unassisted units in the market. This data will be used by staff in making rent reasonableness determinations. The information will be updated on an annual basis and/ or as deemed necessary.
- f. History on unassisted units will include bedroom size, location, unit type, quality, amenities, facilities, date built, management and maintenance services and utilities. Only units which meet HQS will be included in the comparable.
- g. An average will be taken of three (3) comparable units. The average gross rent must be higher than the requested proposed rent on the *Request for Lease Approval*.
- h. Rent Reasonableness documentation will be updated at the initial lease-up and at rent increase requests.

**Receiving HA:** In portability, a HA that receives a family selected for participation in the program of another HA. The receiving HA issues a voucher, and provides program assistance to the family.

**Recertification:** The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.

1. The unit owner receives a “*Notice to Owner*” which informs the owner that the lease and contract are due to expire. The owner will make the decision to renew/not renew with the HA and tenant.
2. Tenant receives a notice to start the annual recertification process.
3. Family is required to complete and sign all necessary forms.
4. All family income is verified by the Section 8 HCV office.
5. Inspection of the dwelling is performed by Section 8 HCV Inspector to ensure unit meets HQS.
6. Section 8 HCV staff completes all required paperwork.
7. Annual Recertifications are completed every twelve (12) months from the effective date of the lease and contract; the process is started sixty (60) to ninety (90) days prior to the effective date.
8. Interim Recertifications are performed if the income of the family increases or decreases during the twelve (12) month period.
9. The tenant family is given thirty (30) to sixty (60) days notice for a rent adjustment that results in an increase in the *Total Tenant Payment*.
10. Rent adjustments that result in a decrease in *Total Tenant Payment* are effective immediately.
11. Any change in household income or composition is to be reported to the S/8 office immediately.
12. Rent will not be increased for a twelve (12) month period beginning on the date the employment began when the increase is the result of a family member who:
  - a. was unemployed for at least 12 months;
  - b. is participating in a self-sufficiency program or job training program; or
  - c. is or was in the past six (6) months receiving public assistance. . During the year after the twelve (12) month period, a phase-in of not more than fifty percent (50%) of the amount of the total rent increase that otherwise would be applicable will be charged.
13. Rent will not be reduced if the decrease in income is a result of a sanction imposed by a State funded program.

**Annualization of Income:** When PMHA cannot readily anticipate income based upon current circumstances due to seasonal employment, unstable working hours, self-employed, temporary agency and suspected fraud PMHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. For fluctuating income historical data can be tax returns or year to date totals to anticipate income. The client may submit other information for PMHA’s review to consider so the income projections are not based on history. Depending on verification of new employment provided and the length of time the client has been employed with the new employer PMHA will require the client to provide verification within three (3) months to recalculate the anticipated income.

**Remaining Member:** The person(s) of legal age remaining in the unit after the person(s) who signed the voucher has left the premises (other than eviction). This person must complete forms necessary for participation in the program within ten (10) calendar days from the departure of the leaseholder.

**Rent to Owner:** Total monthly rent payable to the owner under the lease for the unit.

**Residency Preference:** HA preference for admission of families that reside or work in a specified area.

**Single Person:** A person who lives alone or intends to live alone and who does not qualify as elderly, displaced, or remaining member.

**Sporadic Income:** income that is neither reliable nor periodic

**Student:** a student applying for rental assistance must be eighteen (18) years of age or be an emancipated minor under State law and must also be income eligible.

**Subsidy Standards:** Standards established by the HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.

**Suspension:** Stopping the clock on the term of a family's voucher on the date the HA receives the *Request for Lease Approval*

**Temporary Residence:** Lacking a residence belonging solely to the family; staying with family and/or friends

**Temporarily Absent Family Members:** Any person(s) on the lease that has not lived in the unit for thirty (30) days.

**Tenant:** The person(s) who executes the lease as lessee of the dwelling unit.

**Tenant-Based:** Rental assistance that is not attached to the structure.

**Tenant Rent:** Amount the tenant pays toward rent. To calculate the tenant rent the utility allowance is subtracted from the total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the tenant rent is zero and there may be a utility reimbursement payment. This amount is the difference between the total tenant payment or minimum rent and the utility allowance.

**Total Tenant Payment:** Total Tenant Payment is the greater of:

1. Thirty percent (30%) of family monthly adjusted income;
2. Ten percent (10%) of family monthly income;
3. Twenty five dollars (\$25.00) minimum rent

**Utility Allowance:** A dollar amount representing average cost for utilities in the unit which is deducted from the total tenant payment. The utility allowance will be reviewed annually and adjusted accordingly if the change is more than/less than ten percent (10%).

**Utility Reimbursement Payment (URP):** The amount, if any, by which the utility allowance for the unit exceeds the *TTP* or minimum rent for the family occupying the unit.

**Extremely Low Income:** Extremely low-income Family is the higher of: The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty (30) percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Very Low-Income Family:** A family whose annual income does not exceed fifty percent (50%) of the median income for the area as determined by HUD. HUD may establish income limits higher or lower than fifty percent (50%) for the area on the basis of its finding that such variations are necessary because of unusually high or low family, incomes.

**Violent Criminal Activity:** Any illegal criminal activity that has, as one of its elements, the use, attempted use, or

threatened use of physical force against the person or property of another.

**Voucher:** Document issued by the HA to an eligible family. The voucher describes the program, the procedures for HA approval of a unit selected by the family and the obligation of the family under the program.

**Voucher Holder:** A family holding a voucher with unexpired search time.

**Welfare Assistance:** Welfare or other payment to families or individuals based on need that are made under programs funded, separately or jointly, by Federal, State or local governments.

**Violence Against Women Act (VAWA):** The same definitions of “domestic violence,” “dating violence,” and “stalking,” “sexual assault,” and of “immediate family member” are provided in Sections 606 and 607. While definitions of domestic and dating violence refer to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions.

These are:

1. *Domestic Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, 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.”

2. *Dating Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) 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.

(iii) The frequency of interaction between the persons involved in the relationship.”

3. *Stalking* – “means -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and  
(ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to—

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person; ...”

4. *Sexual Assault* – “means” –

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

5. *Immediate Family Member* - “means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis;  
or

(B) any other person living in the household of that person and related to that person by blood or marriage.”

6. *Affiliated Individual* – means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis; or

(B) any individual, tenant, or lawful occupant living in the household of that individual.

## **SECTION 5: APPLYING FOR ASSISTANCE**

### **How to Apply:**

1. Families wishing to apply for housing assistance shall complete an application provided by the HA.
2. Applications are accepted at the Section 8 HCV office at 26 Brown Circle Dr., Crooksville, OH. 43731 and Monday through Friday from 8:00 a.m. until 4:30 p.m. Applications can also be received at the Parkview office located at 13000 Parkview Drive, Roseville, OH 43777.
3. Applications will be accepted from any person and the information verified by the HA.
4. Individuals who have a physical impairment which would prevent them from completing an application in person may call the HA to make special arrangements
5. The applicant must complete the “*Application*” form. Applicant must respond to all questions on the form.
6. An *Information Release* form must be signed and dated by each household member eighteen (18) years of age and older. This authorizes release of a consumer report that includes a credit report, criminal background check, employment and/or landlord verification.
7. Upon completion and verification of all information, the application is reviewed for eligibility.
8. At the time the applicant’s name reaches the top of the waiting list they are required to complete the following forms:
  - The Personal Declaration*  
Read completely and sign the *Things You Need to Know*
  - The Authority to Release Information*  
Read completely and sign the *EIV* form
  - Citizenship Declaration* forms completed for all members residing in the unit
  - Debts Owed* form
  - Public Assistance* form, if required
  - Criminal Background Check* for all eligible members
9. If a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the household’s date of voucher issuance. The assistance applicant may become a participant, so long as the documentation required is provided to the PHA within 90 days from the effective date of the Housing Assistance Payment Contract. The Housing Authority will use an HUD Alternate ID until the family provides the required SS card or something from a Federal/State Agency. Failure to provide the information within 90 days of admission the whole family will be terminated from the program.
10. Once the information is received and verified to be positive a briefing is scheduled. Upon attending and completing the briefing, the eligible applicant is thus issued a Voucher.

## **SECTION 6: MISSED APPOINTMENTS for APPLICANT/PARTICIPANT**

An applicant or participant who fails to keep an appointment without prior notification to the HA will be sent a preliminary notice of termination of the process of assistance. If a second appointment is missed without prior notification, the HA may begin the termination process.

## **SECTION 7: MISREPRESENTATION BY APPLICANT/PARTICIPANT**

If an applicant or participant is found to have made willful misrepresentations which resulted in being found eligible but in actuality were ineligible, the applicant/participant will be declared ineligible. The participant will be terminated from the program and will be required to repay any monies owed the HA as a result of the misrepresentation. In justifiable instances, the HA may take other actions it deems appropriate including possible criminal prosecution.

## **SECTION 8 HCV: ELIGIBILITY CRITERIA**

All individuals who are admitted to the Section 8 HCV Voucher Program must be determined eligible under the terms of this Plan. To be determined eligible, the applicant must meet the following requirements:

1. To qualify as a family:
  - a. Two (2) or more persons related by blood, marriage, or legal adoption who will live regularly in the same dwelling unit; family may also include foster children and members of the family temporarily absent; or
  - b. Two or more persons sharing living quarters in what constitutes a stable family relationship which could include one child or more under legal guardianship of either or both adult members; or
  - c. A pregnant woman, single or married; or
  - d. A family securing legal custody of one or more children; or
  - e. Remaining member of a tenant family (for continued occupancy only)
2. To qualify as a single person, they must be:
  - a. At least sixty two (62) years of age; or
  - b. Be handicapped within the meaning of Section 202 Housing Act of 1959; or
  - c. Lives alone or intends to live alone and does not qualify as an elderly family or as the remaining member of a tenant family.
3. To qualify as an elderly family:
  - a. A family whose head, spouse or sole member is elderly, disabled or handicapped; may include two or more elderly, disabled or handicapped persons living together, or one or more of persons living with one or more live-in aids; or
4. To qualify as a handicapped person:
  - a. Have a physical or mental impairment that:
    1. Is expected to be long term or of indefinite duration; or
    2. Substantially impedes the person's ability to live independently; or
    3. Is of such nature that ability could be improved by more suitable housing; or
5. To qualify as a disabled person:
  - a. A person who is unable to engage in any substantial gainful activity by reason of any medically detrimental, physical or mental impairment which can be expected to result in death or which has lasted for a period of time or which can be expected to last for a continuous period of not less than twelve (12) months.

NOTE: An elderly, disabled, or handicapped person may require the care of a live-in aide who is defined as:

  1. Determined to be essential to the care and well being of the person;
  2. Not obligated for support of the person;
  3. Living in the unit only to provide necessary supportive services
6. The applicant family's annual income must not exceed the current income limits established by HUD for the Section 8 HCV Voucher Program.
7. Head of Household must be:
  - a. Nineteen (19) years of age or older; or
  - b. Eighteen (18) years of age and married; or
  - c. A person that has been relieved of the disability of non-age by a juvenile court
8. Applicants are not automatically determined eligible for assistance. An applicant will be considered ineligible for housing assistance for any of the following conditions:
  - a. The applicant's annual income exceeds the current income limits established by HUD;
  - b. The applicant or other adult member(s) of the household has a history of recent criminal activity which includes engaging in prostitution, sale of drugs/narcotics, felony conviction or other criminal activity five (5) years or less prior to admission to the program or during program participation.
  - c. Pattern of violent behavior and/or evidence of repeated acts of violence that would constitute a danger to household occupants or property;
  - d. Drug-related activities; PHA has sufficient evidence of drug-related activity and/or confirmed drug conviction and/or addiction;
  - e. Initiating threats or intent to assault any HA employee, program participant or the property of the HA;
  - f. Falsifying information on the application for housing assistance;
  - g. Head of household is a minor;

- h. Rape or sexual deviation; includes those who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. The HA will refuse to house any applicant or household that includes a member who is subject to any registration requirement (regardless of tier level) under a state sex offender registration program;
  - i. Abandonment of a dwelling within the jurisdiction of the HA without proper notice to the HA and landlord;
  - j. Non-payment of financial obligations
  - k. Record of repeated disturbances of neighbors, destruction of property, physical violence, gross neglect or irresponsibility of premises which would indicate the applicant's inability to adapt to living in a multi-family neighborhood or none-isolated area;
  - l. Neglect of children that might endanger their health, safety or welfare;
  - m. Termination of tenancy in previous housing at the landlord's request or through eviction on grounds of lack of care of property, nuisance, behavior, criminal activity, repeated disturbances or non-payment of financial obligations;
  - n. Unsanitary or hazardous housekeeping; includes the creation of a fire hazard through the hoarding of rags, papers, etc., damage to premises by infestation, foul odors, improper garbage disposal, or serious neglect of premises to warrant unsanitary conditions;
  - o. Housing will be restricted to U.S. citizens and legal immigrants.
  - p. Families found to be ineligible for the program are given written notice of their ineligibility which includes the reason for the denial. Each family is provided an opportunity for an informal hearing of the denial. The request for a hearing must be received by the HA in writing within seven (7) days from the date of the denial. The informal hearing will be conducted by any person/persons designated by the HA other than the person who made or approved the decision under review.
  - q. After an applicant becomes a participant of the program, the head of household must receive permission to add another person to the program (except birth, adoption or court-awarded custody of a child). The person being added must meet all eligibility requirements before the HA will approve addition to the program.
9. No applicant for the Section 8 HCV program has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified.

## **SECTION 9: VERIFICATION and DOCUMENTATION**

The PHA is required to obtain third-party verification of all applicant/tenant information to assure accuracy of the reported information. Families are required to provide the HA with the following documentation:

1. Social Security Cards for all family members six (6) years of age or older;
2. Birth Certificates for all family members;
3. Driver's License or photo ID;
4. Verification is required on all the following (as applicable):
  - Child Care
  - Assets: checking, savings, CDs, real estate, etc. (name of financial institution, account number, etc)
  - Total family income (i.e. employment, TANF, SS, SSI, child support, alimony, unemployment, worker's compensation, pension, VA benefits, and all other forms of income);
  - Out-of-pocket medical expenses as defined in *IRS Publication 502*
  - Separation/divorce with children in the family (divorce decree, court ordered child support papers), verification that child support is being pursued through the *Department of Jobs and Family Services*, TANF verification of former spouse's children, notarized statement from current landlord (not family) verifying that he/she can verify that the applicant and spouse have not lived together for at least the last six (6) months, income tax statements from both husband and wife indicating both filed separately and that they filed from different addresses, written statement from an attorney that applicant has filed suit for divorce, written statement from an abuse shelter, law enforcement agency, or social services agency that applicant needs housing due to physical abuse, or food stamp verification, if no other documentation is available). Separation/divorce with no children in the family (divorce decree, notarized statement from current landlord (not family) verifying that he/she knows that the applicant and spouse have not lived together for at least the last six (6) months, income tax statements from both husband and wife indicating both filed income taxes separately the previous year and that they filed from different addresses,

written statement from an attorney that applicant has filed suit for divorce, written statement from abuse shelter, law enforcement agency, or social services agency that applicant needs housing due to physical abuse, food stamp verification, if no other documentation is available.

5. U.S. Citizenship;
6. Criminal Background check: The PHA will conduct a criminal background investigation on all eligible participants prior to admission and at each annual recertification through BCI&I. If an applicant/tenant is denied residency as a result of the information obtained on the background check, he/she is afforded the right to a hearing to dispute the information used to deny housing assistance. The HA will keep all criminal records confidential and will not be disclosed to any person or entity other than for official use or for use in court proceedings.

## **SECTION 10: GROUNDS for DENIAL or TERMINATION of ASSISTANCE**

The HA may deny an applicant admission to participate in the Section 8 HCV Program or, with respect to a current participant, may refuse to issue another Voucher for a move to another unit or approve a new lease, if: (Ref: 24CFR 982.552).

1. The applicant/participant owes rent or other amounts to any HA or any public agency
2. The applicant/participant or any family member violates program obligations;
3. The applicant/participant has been evicted from public housing;
4. The applicant/participant has been terminated under the Section 8 HCV Voucher Program;
5. Any member of the family commits drug-related criminal activity or violent criminal activity;
6. Any family participating in the FSS Program fails to comply, without good cause, with FSS Contract of Participation;
7. The family has engaged in or threatened abusive or violent behavior toward any HA personnel;
8. The family has not reimbursed any HA the amount paid to a landlord under a HAP contract;
9. The family has breached a repayment agreement to the HA and/or owner;
10. The family has committed acts which would constitute fraud in connection with any federally assisted housing program;
11. The family fails to provide information required within the time frame specified by the HA;
12. Any member of the family does not sign and submit consent forms that are provided by the HA for the purpose of verifying employment/income verification;
13. The applicant/participant has not properly completed all requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility will result in the family being declared ineligible.
14. All adult members do not sign a release allowing the HA to request a copy of their criminal background;
15. Any household member is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
  - a. The person demonstrates to the HA's satisfaction that the person is no longer engaging in a related criminal activity or abuse of alcohol;
  - b. The person has successfully completed a supervised drug or alcohol rehabilitation program
  - c. The person has otherwise been rehabilitated successfully; or
  - d. The person is participating in a supervised drug or alcohol rehabilitation program;
16. Any household member is subject to a lifetime registration requirement under a state sex offender registration program;

NOTE: If an applicant is denied admission, the HA will notify the applicant, in writing, of the denial and inform the applicant that he/she has an opportunity for an informal hearing on the determination. The applicant will be given ten (10) calendar days to request, in writing, a hearing with the HA.

17. Time frames for denial:
  - a. One (1) Year: Illegal use or possession for personal use of a controlled substance or alcohol
  - b. Three (3) Years: Persons evicted from Public Housing or Section 8 HCV due to drug-related criminal activity.
  - c. Five (5) Years: Committing fraud, including giving false information on any of the HA required forms or on other types of verifications, persons with arrest or conviction records that indicate the person may be a threat

and/or negative influence on other residents.

d. Ten (10) Years: Conviction of Drug Trafficking

e. Life: Individual who is subject to a lifetime registration requirement under a state sex offender registration program and/or any person who has been convicted of manufacturing or producing methamphetamine (speed) on the premises of the assisted housing.

18. An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The HAO may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The HAO may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and disused to address the distribution or possession of property among household members where the family "breaks up."

There is no limitation on the ability of the HAO to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on the HAO terminating assistance if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated."

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The HAO may require certification by the victim of victim status on such forms as the HAO and/or HUD shall prescribe or approve.

## **SECTION 11: INFORMAL CONFERENCE**

1. **Applicant Informal Conference:** The HA must give the applicant prompt notice of denial. The notice must state the reason(s) for denial. The notice must also inform the applicant of the right to request an informal conference.
  - a. The conference may be conducted by any person or persons designated by the HA, other than the person who made or approved the decision.
  - b. The applicant must be given an opportunity to present written or oral objection to the HA decision.
  - c. The HA must notify the applicant, in writing, of the final decision after the informal conference including a brief statement of the reason(s) for the final decision.
2. **Participant Informal Conference:** The HA must give an opportunity to the participant for an informal conference for any action of the HA or failure to act.
3. **Informal Conference Not Required:** The HA is not required to hold an informal conference for any of the following:
  - a. Discretionary administrative determinations by the HA;
  - b. General policy issues or class grievances;
  - c. Establishment of utility allowances;
  - d. HA's determination not to approve an extension or suspension of a voucher term;
  - e. HA's determination not to approve a unit or lease;
  - f. HA's determination that an assisted unit is not in compliance with HQS;
  - g. HA's determination that a unit is not in accordance with HQS because of family size;
  - h. HA's determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.
4. **Notice to Family:**
  - a. The HA must give the family prompt written notice of their right to request an informal conference including a brief statement of the reason(s) for the HA's decision.

- b. The family has ten (10) calendar days from the date of the notice to request in writing an informal conference
- c. The HA must schedule the Conference within ten (10) days from the date of request.

NOTE: Refer to the full text of the HA’s *Grievance Policy*.

**SECTION 12: SECTION 8 HCV APPLICANT SELECTION PROCESS**

**1. Housing Voucher Selection and Participation Process:**

- a. The HA shall not discriminate because of race, color, sex, religion, creed or national origin in leasing or other disposition of housing or related facilities (including land) in any project within it’s jurisdiction covered by an *Annual Contributions Contract* under the U.S. Housing Act of 1957, or in the use or occupancy thereof;
- b. The HA will not charge for processing the application;
- c. Prior to admission to the Section 8 HCV Program, each family must fully complete and sign all forms required for application for admission. Completed application forms will contain adequate information necessary to determine all eligibility factors
- d. The volume of applications will be continually monitored. The HA reserves the right to close acceptance of applications (close the waiting list) in full or by bedroom size when:
  - 1. The waiting period becomes excessive (over eighteen (18) months); or
  - 2. Funds are not available to meet assistance payments

**2. Organization of the Waiting List:**

The HA waiting list must contain the following information for each applicant listed:

- a. Applicant name;
- b. Family unit size ( number of bedrooms for which family qualifies under HA occupancy guidelines,
- c. Date and time of application;
- d. Local Preferences, if applicable.

**3. Order of Selection for Waiting List:**

- a. As applications are completed, all information verified and eligibility is determined, vouchers will be issued according to availability in order of preference points to those determined eligible
- b. The HA will issue, at a minimum, no less than seventy five percent (75%) of available vouchers to eligible, very-low income families.

**4. Maintaining the Waiting List:**

The HA will remove an applicant’s name from the waiting list for any of the following:

- a. Failing to respond to the HA’s request for information or updates;
- b. Refusing the HAs offer of tenant-based assistance.

**5. Removal of Applicant Name from Waiting List:**

- a. The HA will notify the applicant in writing that they have ten (10) calendar days from the date of the notice to respond to the HA’s request or have their name removed from the waiting list;
- b. If the applicant’s failure to respond to a request was caused by the applicant’s disability, the HA will provide reasonable accommodations and give the applicant reasonable opportunity to respond. The HA’s system of removing applicant names from the waiting will not violate the rights of a disabled person.

**6. Purging the Waiting List:**

To ensure that the HA’s waiting list reflects the most current applicant information, the waiting list will be updated and purged no less than once per annum

**7. Verification of Preferences:** At the time of application, initial determinations of an applicant’s entitlement to a preference may be made on the basis of applicant’s certification of the preference. Before selection is made, the HA will obtain third party verification of the preference.

**8. Preference Criteria:**

Listed in order of importance:

- 1. Natural Disaster – currently subsidized: is a voucher holder in another jurisdiction that was displaced by a federally and/or state declared natural disaster.
- 2. Natural Disaster – not currently subsidized: is a victim of a federally and/or state declared natural disaster.
- 3 Having to vacate due to domestic violence in the home or living with a person who engages in domestic violence in the home. The violence must have occurred recently or is of a continuing nature; must complete

HUD form 50066.

4. Veteran: The head of household or spouse is currently serving in the active military service, military reserves, or has been an active member of the military discharged for reasons other than dishonorable;
5. The family currently lives and/or works in Perry County.

### **SECTION 13: BRIEFING of FAMILIES and ISSUANCE of VOUCHERS**

1. **Briefing:** A briefing is held to review all material in the *Information Packet* provided by the HA to each Housing Voucher holder to fully inform the participant about the program. The HA will:
  - a. Provide the applicant a description and an understanding of the program;
  - b. Encourage their active participation to be knowledgeable concerning their responsibilities prior to lease-up;
  - c. Provide information concerning location of available units;
  - d. Provide information on Tenant/Landlord responsibilities;
  - e. Review the Contract;
  - f. Disclose information on Lead Based Paint;
  - g. Provide information on the Family Self-Sufficiency Program;
  - h. Provide information on Portability
  - i. Explain Housing Quality Standards;
  - j. Explain the Tenant Grievance Procedure;
  - k. Provide the applicant with all available information regarding referrals to landlords and contact telephone numbers;
  - l. Explain de-concentration and the advantages of moving to an area that does not have a concentration of poor families.
2. **Briefing Attendance Requirement:**
  - a. The head of household of each family is required to attend a scheduled briefing at the time they are initially issued a Voucher.
  - b. Failure to attend the scheduled briefing without proper notification to the HA will result in the family's application being placed in the inactive file and the family may be required to reapply. Applicants who provide prior notice of inability to attend will be scheduled for the next briefing.
  - c. Failure of an applicant, without good cause, to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of the withdrawal and of his/her right to an informal hearing.
3. **Section 8 HCV Participant's Packet:** When issuing a Voucher, the HA shall give the family a packet which includes information on the following:
  - a. Term of the voucher, which is sixty (60) days from date of issuance under most circumstances;
  - b. *Request for Lease Approval* which must be submitted within the sixty (60) day period;
  - c. "Stopping the clock:" when a *Request for Lease Approval* is submitted, the clock is stopped on the sixty (60) day period while the unit is going through the approval process.
  - d. Extensions of the term may be requested by the family if the initial term is not adequate to locate a dwelling for lease-up. All requests must be received prior to the expiration of the Voucher. Extensions are granted at the discretion of the HA primarily for any of the following reasons:
    1. Extenuating circumstances such as hospitalization or family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty (60) day period. The circumstances must be verified to the satisfaction of the HA prior to granting any extension.
    2. The family has evidence that they have made a consistent effort to locate a unit.
    3. The family has turned in a *Request for Lease Approval* prior to the expiration of the sixty (60) day period, but the unit did not passed HQS.

NOTE: The HA may grant one or more extensions but not to exceed a total of sixty (60) additional days. The Disabled persons may be granted an extension of up to one hundred twenty (120) days.

  - e. HA determination of the assistance payment for a family including information on the Payment Standard and the Utility Allowance.
  - f. HA determination on the maximum rent for an assisted unit.
  - g. What the family SHOULD consider in evaluating a dwelling to lease:

1. Condition of the unit;
  2. If the rent is reasonable;
  3. Cost of tenant paid utilities
  - h. The boundaries in which the family may lease a dwelling;
  - i. The HUD-required lease addendum;
  - j. Form of *Request for Lease Approval*;
  - k. HA policy regarding information about a family to prospective owners;
    1. HA subsidy standards, including when the HA will consider granting exceptions to the standards;
  - m. HUD brochure on how to select a unit;
  - n. HUD lead-based paint brochure;
  - o. Federal, state and local equal opportunity laws;
  - p. Housing discrimination complaint form;
  - q. List of landlords;
  - r. Family obligations;
  - s. Grounds on which the HA may terminate assistance;
  - t. Informal hearing procedures
4. **Location of the Unit:**  
A landlord referral list is made available. Information is also provided on how to search for a unit.
5. **Approval and Execution of Lease:**
- a. If the HA approves a dwelling the family desires to lease, the HA will notify the owner and family regarding its determination of Lease approval/disapproval.
  - b. After receiving notification from the HA, the owner and HA representative will schedule a meeting to execute the Contract. Upon execution of the Contract, the owner and family will execute a dwelling Lease
  - c. The HA will retain the following in the tenant file:
    1. *Request for Lease Approval*
    2. Lease
    3. Inspection report(s)
    4. HA certification of Rent Reasonableness
    5. Executed contract.

#### **SECTION 14: HA DISAPPROVAL of OWNER**

1. **Owner Debarred:** The HA will not approve a unit if:
  - a. The owner has been debarred, suspended, or subject to a limited denial of participation by HUD; or
  - b. The HA has instituted an administrative or judicial action against the owner for violation of the *Fair Housing Act* or other federal equal opportunity requirements and the action is pending; or
  - c. A court or administrative agency has determined that the owner violated the *Fair Housing Act* or other federal equal opportunity requirements.
2. **HA Discretion:** The HA has the option to deny participation by an owner if the owner has:
  - a. Violated obligations under any *Section 8 HCV HAP* Contract
  - b. Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
  - c. Manufactured, sold or distributed illegal drugs;
  - d. Has a history of noncompliance with HQS or similar standards in any federal housing program;
  - e. Failed to fulfill financial obligations of any federal, state or local taxes fitness assessments

NOTE: If the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the HA must not approve the unit. However, if the HA determines that approval of the unit would provide reasonable accommodation for a family member who is a disabled person, the unit may be approved

## **SECTION 15: OWNER RESPONSIBILITY for SCREENING TENANTS**

1. **Applicant Screening:** The HA will inform the owner that tenant screening is an owner responsibility; the HA has only conducted a criminal background check and is not necessarily recommending a particular family.
2. **Information Provided to Owner Concerning Family:**
  - a. Current address of family;
  - b. Past addresses of family, if known;
  - c. Criminal history, if more than five (5) years old
  - d. Tenancy history, if known
  - e. Rental and tenant damage history, if know
3. **Family Background:** An owner may consider a family's background based on any of the following:
  - a. Payment of rent and utility bills;
  - b. Caring for a unit and premises;
  - c. Respecting the rights of others to the peaceful enjoyment of their housing;
  - d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others

## **SECTION 16: LEASING a UNIT with TENANT-BASED ASSISTANCE and PORTABILITY PROCEDURES**

1. **Assistance in the Initial HA's Jurisdiction:** The family may receive tenant-based assistance to lease an HQS approved unit anywhere within the HA's jurisdiction.
2. **Portability:** A family living in the HA's jurisdiction may receive tenant-base assistance to lease a unit outside the initial HA's jurisdiction if:
  - a. The unit is in the same State as the initial HA; or
  - b. The unit is in the same metropolitan statistical area (MSA) as the initial HA but in a different State; or
  - c. The unit is in a metropolitan statistical area that is next to the same metropolitan statistical area as the initial HA, but in a different State; or
  - d. The unit is in the jurisdiction of an HA anywhere in the U.S. that is administering a tenant-based program.

NOTE: Non-resident applicants that apply for tenant-based assistance do not have any right to lease a unit outside the initial HA's jurisdiction during the twelve (12) month period from the time of admission to the program. However, the family may lease a unit outside the initial HA's jurisdiction under portability procedures of both the initial HA and receiving HA agree.

  - e. The HA reserves the right to accept and/or reject portability requests dependent upon availability of funding
3. **Income Eligibility:** The family must be income eligible in the jurisdiction where the family initially leases a unit on the Voucher program.
4. **Leasing in Place:** The family may select the dwelling unit they occupied before being selected for participation in the program if the unit is approved by the HA.
5. **Portability – Administration by Initial HA:**
  - a. If a family moves under portability to an area outside the initial HA's jurisdiction, the initial HA must administer the assistance for the family if:
    1. The unit is located within the same State as the initial HA;
    2. The unit is located within the same MSA as the initial HA but a different State;
    3. The unit is located within a MSA that is next to the same MSA as the initial HA but in a different State and no other HA with a tenant-based program has jurisdiction in the area the unit is located.
  - b. Under the above, the family remains in the program of the initial HA which has the same responsibilities for administration of assistance for the family as for other assisted families within the HA's jurisdiction.
  - c. The initial HA may choose to use another HA, a private management entity, other contractor or agent to help administer assistance outside the jurisdiction of the HA
6. **Portability-Administration by Receiving HA:** If a family moves under portability to an area outside the initial HA's jurisdiction, the receiving HA must issue a voucher and administer the assistance for the family if they have jurisdiction in the area where the unit is located. If there is more than one (1) such HA, the initial HA may choose the receiving HA.
7. **Portability Procedures:**
  - a. The initial HA must:

1. Determine income eligibility for the family in the area where the unit is located;
  2. Advise the family how to contact and request assistance from the receiving HA;
  3. Notify the receiving HA to expect the family;
  4. Give the receiving HA the most recent HUD-50058 form for the family and all related information;
- b. The family must:
1. Promptly contact the receiving HA;
  2. Comply with receiving HA procedures;
  3. Submit a *Request for Lease Approval* to the receiving HA to coincide with the receiving HA's Voucher.
- c. The receiving HA must:
1. Not delay issuing the family a Voucher or disapproval of a unit because they opt eligibility to recertify the family unless the recertification is necessary to determine income eligibility
  2. Promptly inform the initial HA if they will bill the initial HA for assistance on behalf of the family or absorb the family into its own program.
  3. Determine to extend/not to extend the voucher term;
  4. Determine the family unit size for the portable family;
  5. Promptly notify the initial HA if the family has leased an eligible unit under the program or if the family fails to submit a *Request for Lease Approval* for an eligible unit within the term of the voucher.
  6. Must perform all HA functions, such as reexamination of family income and composition.
8. **Absorption by Receiving HA:** If funding is available for the receiving HA at the time the voucher is received, the receiving HA may absorb the family into its voucher program.
- NOTE: HUD may require a receiving HA to absorb all or a portion of the portable families.
9. **Portability – Billing:**
- a. The receiving HA may bill the initial HA for the housing assistance payment and administrative fee
  - b. The initial HA must promptly reimburse the receiving HA for the full amount of the housing assistance payments (HAP) made by the receiving HA for the portable family.
  - c. The initial HA must promptly reimburse the receiving HA for eighty percent (80%) of the initial HA's on-going administrative fee for each unit month that the family receives assistance under the tenant based program from the receiving HA.
  - d. HUD may reduce the administrative fee to the initial HA, if the HA does not promptly reimburse the receiving HA for housing assistance payments or fee on behalf of the portable family.

#### **SECTION 17: ABSENCE from the ASSISTED UNIT**

1. Absence is defined as no member of the tenant family is residing in the assisted unit.
2. Families participating in the program must notify the HA if they will be absent from the dwelling unit for more than fourteen (14) calendar days.
3. It will be the sole discretion of the HA to determine the approval of absences exceeding thirty (30) days in which case the denial or approval will be documented in the tenant file.

#### **SECTION 18: CONTINUED ASSISTANCE after FAMILY BREAK-UP**

1. When a family dissolves, it will be handled by the HA on a case by case basis. Each circumstance will be reviewed before a final decision is made:
    - a. It will be the sole discretion of the HA to determine which family member will keep the voucher assistance.
    - b. In most circumstances, the assistance will remain with the adult family member with legal custody of minor children or a disabled/handicapped individual.
    - c. The HA will consider if family members are forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member of the household.
- NOTE: If a court determines the disposition of property between members of the assisted family in a divorce or separation, the HA is bound by the court determination of which family member continues to receive assistance.

**SECTION 19: OCCUPANCY STANDARDS**

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	<i>Minimum</i>	<i>Maximum</i>
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

1. Vouchers will be issued based on the subsidy standard listed above.
2. In determining family unit size, the HA may grant an exception to the above subsidy standard if the HA determines that the exception is justified by the age, sex, health, disability, or relationship of family members or other personal circumstances.
3. The family unit size for any single person family must be either a zero or one bedroom unit unless a live-in-aide resides with the family.
4. A family that consists of a pregnant woman only must be treated as a one (1) bedroom family until the child reaches two (2) years of age.
5. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

**SECTION 20: PROPERTY INSPECTIONS**

When the HA receives a *Request for Lease Approval*, the HA’s inspector will inspect the unit for compliance with *Housing Quality Standards (HQS)* and send the results of the inspection to the owner. If there are any failed items which must be corrected in order for the unit to comply with HQS, the Owner will be advised, in writing, of the failed items that must be corrected before a Contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed. The HA will maintain a copy of every inspection report in the tenant file. The reports will also include any recommendations noted by the inspector that would improve the unit or that might lead to a fail in the future.

**SECTION 21: INSPECTION STANDARDS**

Before a unit can be approved for occupancy under the Section 8 HCV Voucher Program, the unit must meet *Housing Quality Standards (HQS)* as set forth in 24 CFR 982.401. The HUD *Inspection Form HUD-52580-A* is utilized for all inspections.

1. **Types of Inspections:**
  - a. *Initial:* performed after the *Request for Lease Approval* is received from the applicant;
  - b. *Annual:* required to be performed at the time of annual recertification for continued assistance
  - c. *Re-inspections:* performed for the purpose of verifying that deficiencies noted on previous inspections have been corrected and unit meets HQS;

d. *Quality Control*: performed to insure that inspections are being performed in compliance with HQS. A minimum of five percent (5%) of the total number of Section 8 HCV units under contract will be inspected by other PHA personnel other than the routine inspector.

e. *Special Inspections*: performed at the owner's request to document the condition of the unit or when a federal/state/local official is performing a compliance review;

f. *Move-out Inspections*: performed after the tenant has vacated the unit.

2. **Inspection Recommendations:**

When a unit meets the HQS requirements for rental assistance but warrants additional repairs to better provide safe and sanitary housing, the inspection report will identify those as recommendations to the owner.

**NOTE:** The HA's inspection only certifies that the unit meets HQS federal regulations and the HA is not responsible to report items not included in the HQS inspection as defined in 24 CFR 982.401. The HQS inspection is not intended to replace any other type of federal, state, local, or private inspection.

3. **INSPECTIONS-LIFE THREATENING**

HUD's definition of life threatening (LT) conditions includes specific conditions under ten (10) categories, as described in the January 18, 2017, implementation notice:

1. Gas (natural or liquid petroleum) leak or fumes
2. Electrical hazards that could result in shock or fire
3. Inoperable or missing smoke detector
4. Interior air quality (inoperable or missing carbon monoxide detector, where required)
5. Gas/Oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting
6. Lack of alternative means of exit in case of fire or blocked egress
7. Other interior hazards (missing or damaged fire extinguisher, where required)
8. Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child under 6 years of age
9. Any other condition subsequently identified by HUD as life-threatening in a notice published in the Federal Register
10. Any other condition identified by the administering PHA as life-threatening in the PHA's administrative plan prior to April 18, 2017 (the effective date of the January 18, 2017, implementation notice).

All is subject to final rule.

4. **LEAD BAS PAINT:** PHA will provide tenants with a brochure detailing the effects of lead-based poisoning. PHA will have the landlord sign a disclosure providing information if any is available or marking on the form they have no knowledge of lead-based and/or lead-based paint hazards in the housing.

PHA will provide the local health department an updated list of unit addresses receiving assistance under the voucher program on a quarterly basis, as described under 24 CFR 35.1225(f). PHA will remain in contact with the local health department to ensure compliance with these requirements.

PHA will notify the health department within five days if it learns of a lead-poisoned child based on a report from any other medical health care professional (24 CFR 35.1130) PHA will take appropriate steps to determine the source of the lead and take corrective actions.

PHA will not exclude families with young children from participating in housing programs because of the lead-based paint requirements, or require parents to provide information about child blood lead levels before offering housing.

**SECTION 22: DETERMINATION of RENT and RE-EXAMINATION of INCOME and FAMILY COMPOSITION**

1. **Rent Reviews:**

a. Rents will be reviewed at least once per year at the time of annual re-examination or at other times as deemed necessary to determine eligibility for continued occupancy. When rent is established, such rental rate will remain in effect until the next annual re-examination or circumstances occur that warrant a rent and/or income review.

Rent reviews are conducted under the following conditions:

1. Change of lease;
  2. Change in Section 8 HCV program funds;
  3. Interim adjustments necessary for tenant to meet Schedule of Rent;
  4. Misrepresentation by tenant of facts determining rent, whereby rent being charged is inaccurate. Any differences owed to the HA will be assessed to the tenant. Any differences owed to the tenant will credited to that tenant.
  5. Any increase in total household income
  6. Any decrease in total household income
  7. Change in family composition.
- b. The tenant will be given a grace period to the first day of the second month after an increase in income for the effective date of the rental adjustment; exception: in the case of misrepresentation of information by the tenant, the adjustment will be effective beginning with the month in which the income increase occurred.
- c. Rental decreases will become effective the first of the month following the report of the income change.
- d. A repayment agreement will be executed between the HA and the tenant for any retro-active rent due and owing to the Section 8 HCV Program
- e. Tenants will be properly notified in writing of any change in rent resulting from an annual or interim re-examination
- f. Tenants whose income has been reduced by a State funded assistance program as a result of a sanction will not be eligible for a rent reduction.
- g. The HA will not increase the rent, of disabled individuals, as a result of increased income due to employment for a twelve (12) month period beginning on the date the employment began if the earned income increase is the result of a family member who:
1. Was unemployed for a least twelve (12) months; or
  2. Was participating in a self-sufficiency or job training program; or
  3. Is or was in the past six (6) months receiving public assistance. A phase-in period will exist for an additional twelve (12) months whereby only fifty percent (50%) of the total rent increase will be applicable. This benefit now applies for a straight 24-month period, with clear start date and end date, irrespective of whether a family maintains continual employment during the 24-month period. PHA will track the start date, the 12-month date on which the amount of the disregard may change from 100 percent to 50 percent of earned income, and the 24-month end date. EID program : rent will not increase for a twelve month period beginning on the date the employment began when the increase is the result of a family member who:
    - Was unemployed for at least 12 months; or
    - Is participating in a self-sufficiency program, job training or Section 3
    - Is or was in the past 6 months, receiving welfare.

**EID program is one time in subsidized housing.**

- h. Families are required to report any changes in income within ten (10) calendar days of the occurrence.
  - i. Families with zero (0) income may be required to recertify more frequently.
  - j. All STABLE (ABLE) Achieving a better life Act 2014 accounts are exempt as income and/or assets
2. **Annual Re-Examination:**
- a. The HA must re-examine the income and family composition of all families participating in the Section 8 HCV Voucher Program in accordance with 24 CFR 982.516 no less than once per annum.
  - b. Records will be maintained by the HA to ensure that every participant's income and family composition has been reexamined within the required twelve (12) month period.
  - c. The annual reexamination will be conducted twelve (12) months from the initial lease date and every twelve (12) months thereafter.
  - d. The family will be notified in writing approximately ninety (90) days prior to the effective date of the annual recertification.
  - e. Upon completion of the re-examination and third-party verification of all information, the HA will notify the participant in writing no less than thirty (30) days prior to the effective date of any of the following:
    1. Change in rent and the effective date of the change;
    2. Change in family composition (increase or decrease)

**Student Role Provision:** CURRENT REGULATIONS PROVIDE THE EDUCATION ASSISTANCE IN EXCESS OF AMOUNTS NEEDED FOR TUITION IS TO BE COUNTED AS INCOME FOR THE PURPOSES OF DETERMINING WHETHER AN INDIVIDUAL IS ELIGIBLE TO RECEIVE ASSISTANCE. HOWEVER, IN RECENT YEARS APPROPRIATIONS ACTS HAVE ALSO EXCLUDED FROM INCOME AMOUNTS NEEDED TO PAY REQUIRED FEES CHARGED TO STUDENTS AS PART OF A GROWING TREND AMONG INSTITUTIONS OF HIGHER EDUCATION MOVING FROM TRADITIONAL TUITION-ONLY STRUCTURE TO A STRUCTURE OF TUITION AND FEES. FEES OFTEN INCLUDE, BUT NOT LIMITED TO, STUDENT SERVICE FEES, STUDENT ASSOCIATION FEES, STUDENT ACTIVITY FEES AND LABORATORY FEES.

3. **Interim Re-Examination:**

a. Rent that is set at admission or annual reexamination will remain in effect for a twelve (12) month period unless changes occur in the family. The following conditions require an interim reexamination and must be reported by the family to the Housing Authority within ten (10) calendar days of the occurrence:

1. Change in family composition
2. Increase or decrease in family income;
3. Errors of omission made at admission or annual reexamination.

4. **Casual, Irregular and Sporadic Income:**

Income that is casual, irregular, or sporadic will be projected at the annual recertification using third party verification of past income. If tenant can verify his/her income has decreased for three consecutive months her/she may request an interim reexamination be completed to avoid overestimating/underestimating income

5. **Minimum Rent Hardship Exemptions:**

a. The HA will approve an exemption from the minimum rent requirement to a family that is unable to pay due to financial hardship which includes:

1. The family has lost eligibility or is waiting an eligibility determination from a federal, state, or local assistance program; or
2. The family would be evicted as a result of the implementation of the minimum rent; or
3. The income of the family has decreased due to circumstances that include loss of employment; or
4. Death in the family has recently occurred affecting family circumstances; or
5. Other circumstances which may be decided by the HA on a case by case basis

NOTE: The resident must complete all required forms. All of the above must have third party verification prior to the rent becoming delinquent and before the lease is terminated by the HA.

b. If a resident requests a hardship exemption under this section and the HA determines the hardship to be of a temporary nature, exemption will not be granted for a ninety (90) day period beginning with the date the request is received. A resident will not be evicted during the ninety (90) day period for non-payment of rent. In such a case, if the resident, thereafter, demonstrates that the financial hardship is of long-term, the HA will retroactively exempt the resident from the applicability of the minimum rent requirement for the ninety (90) day period. This does not prohibit the HA from taking eviction action for other violations of the lease.

**SECTION 23: ADJUSTMENT to UTILITY ALLOWANCES, CONTRACT RENTS and MONTHLY HOUSING ASSISTANCE PAYMENTS**

1. **Utility Allowance:** The HA will review the utility allowance on an annual basis. Revisions will be made to the utility allowance schedule accordingly based on percentages of increase or decrease in utility rates obtained from local utility companies. All program families eligible for an increase to their utility allowance will have the adjustment made at their next annual or interim re-certification; decreases will be implemented immediately.

2. **Contract Rents:** Contract rents will be adjusted by the HA at the annual recertification for special adjustments as follows:

- a. Upon request from the Owner to the HA, an adjustment will be made if the unit is in decent, safe and sanitary condition and the Owner are in compliance with the terms of the Lease and the HAP Contract;
- b. Adjustments, as provided for in this section, will not result in material differences between the rents charged for assisted and comparable unassisted units in the area

3. **Monthly Housing Assistance Payments (HAP):** Monthly payments are made to the Owner on behalf of the family. Payments are issued in accordance with the HAP contract and mailed directly to the Owner on approximately the first

(1st) business day of the month.

## **SECTION 24: FAIR MARKET RENT (FMR), PAYMENT STANDARD and RENT REASONABLENESS**

### **1. Rent Reasonableness:**

#### a. HA determination:

1. The HA will not approve a lease until the HA determines that the initial rent to owner is a reasonable rent;
2. The HA must re-determine the reasonable rent:
  - a. Before any increase in the rent to owner; or
  - b. If there is a five percent (5%) decrease in the published FMR in effect sixty (60) days before the contract anniversary as compared with the FMR in effect one (1) year before the contract anniversary; or
  - c. If directed by HUD
3. The HA may also re-determine the reasonable rent at other times
4. The rent to Owner cannot exceed the reasonable rent as most recently determined by the HA.

#### b. Comparability:

- 1 The HA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units.
2. By accepting each monthly HAP payment from the HA, the owner certifies that the rent to Owner is not more than rent charged by the Owner for comparable unassisted units; the owner must provide to the HA any information requested on any rents charged for other units owned on the premises or elsewhere.

#### c. Maximum Subsidy: FMR/Exception Rent Limit: The FMR/exception rent limit is the maximum *Payment Standard* for a family.

### **2. Housing Assistance Payments, Payment Standards:**

#### a. The *Payment Standard* is used to calculate the monthly housing assistance payment and is the maximum monthly subsidy payment for a family.

#### b. A voucher payment standard schedule is a list of the payment standard amount used to calculate the voucher housing assistance payment for each unit size in the FMR area

#### c. The HA must adopt a payment standard schedule by unit size. The payment standard for each unit size must be: ninety (90) to one hundred ten percent (110%) of the current FMR; any percent (%) less than ninety (90) or more than one hundred ten (110) requires HUD approval;

#### d. The housing assistance payment for a family equals the lesser of:

1. The applicable payment standard minus thirty percent (30%) of monthly adjusted income;
2. The monthly gross rent minus the minimum rent.

#### e. The minimum rent is the higher of:

1. Ten percent (10%) of monthly gross income; or
2. A higher minimum rent as required by law.

#### f. Payment standard amounts on the schedule can be adjusted annually at the discretion of the HA, if necessary, to assure continued affordability of units.

#### g. The payment standard for tenancy in an insured or noninsured Section 236 project, a Section 515 project of the Rural Development Administration or a Section 221(d) (3) below market interest rate project may not exceed the basic rental charge including the cost for tenant-paid utilities.

#### h. The payment standard is based on the lower of:

1. The payment standard for the family size; or
2. The payment standard for the unit size rented by the family.

#### i. During the term of the HAP contract for a unit, the amount of the payment standard is the higher of:

1. The initial payment standard minus any amount by which the initial rent to owner exceeds the current rent to owner; or
2. The payment standard as determined at the most recent regular annual recertification.

### **USING PAYMENT STANDARDS AT 120%**

The PHA may establish an exception payment standard of not more than 120 percent of the published FMR (fair market rent) if required as a reasonable accommodation for a family that includes a person with disability. Any unit approved under exception payment standard must still meet the reasonable rent requirements.

The HUD Field Office may approve an exception payment standard amount above 110 percent of the published FMR to not more than 120 percent of the published FMR if the HUD Field Office determines that approval is justified by either the median rent method or the 40<sup>th</sup> or 50<sup>th</sup> percentile rent method (and that such approval is also supported by an appropriate program justification in accordance with the regulations)

3. **Annual Adjustment of Rent to Owner:**

- a. At each annual recertification, the HA must adjust the rent to owner at the request of the owner in accordance with this section.
- b. The adjusted rent to owner equals the lesser of:
  1. The reasonable rent as determined by the PHA; or
  2. The amount requested by the owner.
- c. In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.
- d. The rent to owner will not be increased at the annual recertification unless;
  1. The owner requests the adjustment by giving proper written notice to the HA; and
  2. During the previous year, the owner has complied with all requirements of the HAP contract including housing quality standards
- e. The rent to owner will only be increased in the HAP payments covering the months commencing on the latter of:
  1. The contract anniversary date; or
  2. At least sixty (60) days after the HA receives the owner's request.
- f. To receive an increase resulting from the adjustment for an annual recertification, the owner must request the increase at least sixty (60) days prior to the next annual anniversary date.

4. **Distribution of Housing Assistance Payments:**

- a. The HA pays the owner the lesser of the housing assistance payment or the rent to owner.
- b. If the housing assistance payment exceeds the rent to owner, the HA will pay the balance of the housing assistance payment to the family which is identified as a *utility allowance or utility reimbursement*.

5. **Family Share:**

- a. The family share is calculated by subtracting the amount of the HAP payment from the gross rent.
- b. The HA may not use HAP payments or other program funds to pay any part of the family share. Payment of the family share is the responsibility of the family.

6. **Utility Allowance Schedule:**

- a. The HA will maintain a utility allowance schedule for all tenant-paid utilities with the exception of telephone and cable television. In addition, the cost tenant-supplied refrigerators and ranges are also included.
- b. In developing the UA schedule, the HA will use normal patterns of consumption for the general area as a whole and current utility rates.
- c. The UA schedule will classify utilities and other housing services according to the following general categories:
  1. Space heating;
  2. Cooking;
  3. Water heating;
  4. Water and sewer;
  5. Trash collection;
  6. Other electric;
  7. Tenant-supplied refrigerator and/or range;
  8. Disability (24 CFR, part 8) NOTE: See letter "G" below
  9. One (1) or two (2) story dwelling
- d. The cost of each utility and housing service category will be stated separately. For each category, the utility allowance schedule will take into consideration unit size and type.
- e. The HA will review the UA schedule annually and revise the allowance if there has been a change of ten (10) percent or more in the utility rates compared to the UA schedule from the preceding year.
- f. On request from a family that includes a person with disabilities, the HA must approve UA which is higher than the applicable amount on the UA schedule if a higher UA is needed as a reasonable accommodation in

accordance with 24 CFR part 8 to make the program accessible to/usable by the family member with a disability.

## **SECTION 25: AFFORDABILITY ADJUSTMENTS and RENT PROVISIONS**

### **1. Annual Increases/Decreases of Payment Standards:**

The HA may adopt increases/decreases of payment standards so that families can continue to afford to lease units with assistance under the Housing Choice Voucher Program. (Reference 24 CFR 982.617). Payments standards may also need to be adjusted for HA budgetary reasons. In determining when an adjustment is necessary, the PHA will consider:

- a. Rent burden (number of families paying more than 30% of income for rent);
- b. Success rate in leasing vouchers
- c. FMR
- d. Funding available

The HA's payment standard is set between 90-110% of current *Fair Market Rent*. The percentage used is based on current rental and utility data for the area and the percentage may differ for each bedroom size.

### **2. Rent Negotiation:**

The rent to owner is a matter of negotiation between the owner and family. Additionally, the rent must be within the guidelines of *rent reasonableness* with the jurisdiction of the HA.

### **3. HA Disapproval of Lease:**

The HA will disapprove a lease for rent that is not reasonable for the area and/or type and condition of the dwelling.

## **SECTION 26: SECURITY DEPOSIT**

The owner establishes the amount of the security deposit to be charged to the family. The security deposit should be consistent with private market practice or security deposits for the owner's unassisted units. When the tenant moves out of the dwelling unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the family, damages to the unit and for other amounts owed by the family under the lease. The owner must supply the tenant with an itemized statement of all charges that includes the dollar amount of each item. The owner must promptly refund any remainder of the security deposit to the tenant.

NOTE: If the security deposit is not sufficient to cover amounts owed under the lease by the family, the owner may seek to collect the balance from the family. The Housing Authority is not responsible for any damages to the dwelling and will not process any damage claims for HAP Contracts executed after October 2, 1995.

## **SECTION 27: TERMINATION of TENANCY by OWNER**

### **1. Reasons for Termination:**

The owner cannot not terminate the tenancy of the family except for any of the following:

- a. Serious or repeated violation of the terms and conditions of the Lease;
- b. Criminal Activity by the tenant, household member, guest or other persons under the family's control.
- c. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises;
- d. Other good cause, which may include, but is not limited to:
  1. Failure of the family to accept the offer of a new lease or revision;
  2. Family history of disturbance of neighbors or destruction of property;
  3. Living or housekeeping habits resulting in damage to the unit or premises;
  4. Owner's desire to use the unit for personal or family use or for a purpose other than as a residential rental unit;
  5. Business or economic reason for termination in which case the owner must give the tenant a ninety (90) day notice.

### **2. Eviction by Court Action:**

The owner may evict the family from the unit only by instituting a court action. The owner must notify the HA, in writing

of the commencement of procedures at the same time the owner gives notice to the family.

**3. Written Notice:**

The owner must provide written notice of not less than ninety (90) days before termination of a tenant-based HAP contract and not less than one (1) year before termination of a prefect-based or moderate rehabilitation HAP contract. Copies must be provided to the HA.

**4. Termination during First Year:**

During the first year of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the due to something the family did or failed to do.

**SECTION 28: TERMINATION of HAP CONTRACT**

**1. Unit Size Inappropriate:**

If the HA determines that a unit does not meet the HQS for size due to a change in family composition, the HA must issue the family a new voucher. The family must find an appropriate size unit as soon as possible whereby a new lease and contract will be prepared.

**2. Breach of Contract:**

The HA may terminate the HAP contract if the owner breaches the contract.

**3. Automatic Termination:**

The HAP contract terminates automatically one hundred eighty (180) calendar days after the last housing assistance payment to owner.

**SECTION 29: ORGANIZATIONAL PLAN:**

**1. Board of Directors:**

A five (5) member Board of Directors sets and approves PHA policies, approves operating budgets, major contracts and hires the Executive Director. Each Board member is appointed by a designated public official and serves a five (5) year uncompensated term. There are no term limits.

**2. Executive Director:**

The Executive Director is responsible for administration of the Section 8 HCV Voucher Program.

**3. Supervisor/Coordinator:**

The Section 8 HCV Voucher Supervisor/Coordinator is responsible for the day-to-day operation of the Section 8 HCV Voucher Program. Some of the major duties include: program applications, applicant briefings, issuing vouchers, public relations, HQS inspections (quality control inspections), certifications and re-certifications of program participants, preparation of Section 8 HCV reports, FSS coordination, and attend program-related meetings

**4. Administrative Assistant:**

The Administrative Assistant prepares and issues the Section 8 HCV Voucher monthly HAP checks, prepares and/or assists with financial reports, and assists the Executive Director in Program administration

**5. Housing Assistant:**

The Housing Assistant performs a variety of clerical duties related to the Section 8 HCV Voucher Program under the direction of the Section 8 HCV Supervisor, Administrative Assistant and/or Executive Director.

**6. Inspector:**

The Inspector performs all Voucher inspections, completes inspection forms and reports, and corresponds with tenants and owners and other clerical duties in the Section 8 HCV Program under the direction of the Executive Director.

**SECTION 30: SPECIAL HOUSING TYPES**

1. The following types of housing cannot be assisted by the Housing Authority in the tenant-based programs:
  - a. Public or Indian Housing units;
  - b. Units receiving project-based assistance under Section 8 HCV of the 1937Act (42 U.S.C. 1437F);

- c. Nursing homes, board/care homes, or facilities providing continual psychiatric, medical, or nursing services;
  - d. College or other dormitories;
  - e. Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions;
  - f. Units occupied by their owner or by a person with any interest in the dwelling unit; however, assistance may be provided for a family residing in a cooperative.
  - g. Units owned by the Housing Authority that administers the assistance under the *Consolidated Annual Contributions Contract CACC* including units owned by an entity substantially controlled by the HA; may be assisted under the tenant based program if:
    - 1. The family has been informed by the HA both orally and in writing that the family has the right to select any eligible dwelling unit and a HA owned unit is selected by the family without HA pressure or steering;
    - 2. The unit is not ineligible housing;
    - 3. During assisted occupancy, the family does not benefit from any form of housing subsidy;
    - 4. The initial rent to owner has been approved by HUD before execution of the HAP contract and commencement of the assisted lease term; and
    - 5. Any adjustment of the rent to owner is approved in advance by HUD.
2. A family may not receive the benefit of tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy for the same unit or for a different unit:
- a. Public or Indian Housing Assistance;
  - b. Other Section 8 HCV assistance including other tenant based assistance;
  - c. Assistance under former Section 23 of the U.S. Housing Act of 1037 before the amendment by the Housing and Community Development of 1974;
  - d. Section 101 rent supplements;
  - e. Section 236 rental assistance payments;
  - f. Tenant-based assistance under the HOME Program;
  - g. Rental assistance payments under Section 521 of the Housing Act of 1949 (a Farmers Home Administration program);
  - h. Any local or State rent subsidy;
  - i. Any other duplicate Federal, State, or local housing component of a welfare payment, a social security payment received by the family or a rent reduction due to a tax credit.
3. The Housing Authority, as owner, is subject to the same program requirements that apply to other owners in the program.
4. This Housing Authority has elected not to permit use of any of the following in its Section 8 HCV Program:
- a. Single room occupancy housing;
  - b. Congregate housing;
  - c. Group home;
  - d. Shared housing; or
  - e. Cooperative housing;
- Exception: If a special housing type is needed as a reasonable accommodation so that the dwelling is readily accessible to and usable by persons with disabilities (in accordance with 24 CFR part 8).
5. Assistance for residence in a manufactured home:
- a. A family may reside in a manufactured home with assistance under the program;
  - b. The HA must permit a family to lease a manufactured home and space with assistance under the program;
  - c. The HA may provide assistance for a family that owns the manufactured home and leases only the space.
  - d. A manufactured home must meet all HQS requirements;
  - e. A manufactured home must be placed on the site in a stable manner and must be free from hazards such as sliding or wind damage;
  - f. A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding;
6. Space rental:
- a. Rent to owner for the manufactured home space includes payment for maintenance and services that the owner must provide to the tenant under the lease of the space;
  - b. Rent to owner does not include the cost of utilities and trash collection for the manufactured home; however, the owner may charge the family a fee for the cost of utilities or trash collection provided by the owner;

- c. During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent;
- d. The HA will not approve a lease for a manufactured home space until the HA determines that the initial rent to owner for the space is a reasonable rent. The HA will compare this rent to that of other comparable manufactured home space. The location, size of the space, services and maintenance provided by the owner in accordance with the lease are factors used in making this determination;
- e. The owner of the manufactured home space is required to certify that the rent for the space is not more than rent charged by the owner for unassisted rental of comparable spaces;
- f. The FMR for a manufactured home space is determined in accordance with 24 CFR 888.113(e). Exception rents do not apply to rental of a manufactured home space.
- g. The initial rent to owner for leasing a manufactured home space cannot exceed the published FMR for a manufactured home space.
- h. The amount of the monthly housing assistance payment equals the lesser of:
  - 1. Manufactured home space cost minus the higher of;
  - 2. The total tenant payment; or
  - 3. The minimum rent as required by law.
  - 4. The rent to owner for the manufactured home space.
- i. The current payment standard is used in calculating the monthly housing assistance payment for a family; the FMR is published by HUD for rental of a manufactured home space.
- j. The amount of the monthly housing assistance payment for a family equals the lesser of:
  - 1. An amount obtained by subtracting thirty percent (30%) of the family's monthly adjusted gross income from the sum of;
    - a. The amortization cost;
    - b. The utility allowance; and
    - c. The payment standard.
- k. In determining a family's annual income, the value of equity in the manufactured home owned by the assisted family and in which the family resides is not counted as a family asset.
  - 1. The HA must establish utility allowances for manufactured home space rental. For the first twelve (12) months of the initial lease term only, the allowances must include a reasonable amount for utility hook-up charges payable by the family if the family actually incurs the expenses due to relocation. Utility allowances for manufactured home space will not include costs payable by a family to cover the digging of a well or installation of a septic system.

## **SECTION 31: FAMILY SELF-SUFFICIENCY (FSS) PROGRAMS**

### **1.Goal:**

The main goal of the FSS Program is to help low and very low income families achieve self-sufficiency by becoming independent, productive members of the community whereby they may leave public assistance systems or low-paying jobs to acquire more stable, higher paying jobs and to alleviate dependency on public assistance programs.

### **2.Selection:**

Families will be selected from those currently participating in the HA's Section 8 HCV Voucher Program. Selection will be based without regard to race, color, religion, sex, handicap, familial status or national origin. Before a contract is executed, each eligible family is briefed about the program rules and regulations and must fully understand the terms of the program and its obligations. Interested families must complete a *FSS Program Intent to Participate* form. A needs assessment will be conducted for each family applying for FSS participation. The PHA will utilize a standard evaluation form for screening families to determine specific needs of available support services as well as eligibility criteria. Inquiries related to the family's interest in participating will be made at the initial Section 8 HCV lease-up and at each recertification. Selection will be denied to a family who previously participated in FSS and did not meet the obligations set forth and/or a family owing money to the HA. The head of household must be an adult eighteen (18) years of age or older. Selection of participants who are currently enrolled in similar types of programs will not exceed fifty percent (50%). The HA will use a systematic and objective approach in the selection of participants. The date of completion of the *FSS Program Intent to Participate* form will also be used in the selection process.

**3. Incentives to Participate:**

- a. Achieve self-sufficiency;
- b. Improve quality of life;
- c. Become a more productive and responsible citizen;
- d. Family escrow account

**4. Interim Goals:**

Goals will be established with the family with specified achievement dates. This provides a means to track the family's progress in achieving self-sufficiency. Any family receiving public assistance shall establish a goal to become independent of and remain independent from public assistance for no less than one (1) year prior to expiration of the *Contract of Participation*, including any extension.

**5. Supportive Services:**

Supportive services will be provided to the fullest extent available to any family participating in the FSS Program through various social service agencies available in the area as determined necessary in the needs assessment.

**6. Portability:**

Families participating in the FSS Program must lease a dwelling unit located in the jurisdiction of Perry Metropolitan Housing Authority for a minimum of twelve (12) months after the effective date of the *Contract of Participation* with the HA. The family is permitted to move only after the twelve (12) month period, as per regulations outlined in 24 CFR parts 882 and 887. If the family relocates outside the jurisdiction of the HA, they will continue to participate in FSS if they can demonstrate to the satisfaction of the HA that the obligations of the *Contract of Participation* can still be fulfilled.

**7. Contract of Participation:**

A Family Self-Sufficiency Program *Contract of Participation*, as prepared by the U.S. Department of Housing and Urban Development, will be executed between the participating family and the HA. This contract will be considered null and void unless signed and dated by the head of household and an official of the HA. A copy of the contract will be provided to the participating family.

**8. Escrow Account:**

The HA will deposit the self-sufficiency account funds for all participating families into a depository account as prescribed in 24 CFR part 984.305. Any FSS family that has not paid their contribution toward rent or other amounts owed to the owner or PHA or are in violation of any written agreement will have their escrow reduced by that amount before prorating any interest income. If the family has failed to report all income, the amount credited to the FSS account will be based upon the income amounts originally reported by the family to the HA. The formula for determining the FSS escrow amounts will be based on that prescribed by the Department of Housing and Urban Development (24CFR Section 984.305).

**9. Escrow Interim Withdrawals:**

Interim withdrawals can be made by the head of household, before the expiration date if the HA has determined that the family has fulfilled its obligations under the *Contract of Participation*. Withdrawals must be for self-sufficiency reasons. The head of household must certify that no member of the family is receiving public assistance.

**10. Completion of Contract of Participation:**

The *Contract of Participation* will be considered complete for any of the following:

- a. The family has fulfilled its obligations under the *Contract of Participation*;
- b. Thirty percent (30%) of monthly adjusted income equals or exceeds the FMR for the size of unit the FSS family qualifies based on the HA's occupancy standards even though the contract term has not expired.

**11. Termination of Contract:**

The *Contract of Participation* can be terminated by mutual consent of the family and the HA. The Contract will be terminated automatically if the Section 8 HCV assistance is terminated, the family fails to meet its obligations, or such other act as is deemed inconsistent with the purpose of the FSS program or by operation of the law.

**12. Program Coordination:**

The HA will provide assistance to FSS participants as follows:

- a. Outreach to current Section 8 HCV participants in Perry County, Ohio;
- b. Establish and maintain a waiting list;
- c. Conduct interview and needs assessments;
- d. Coordinate needs assessment with supportive services, as available;
- e. Refer family to appropriate support services;

- f. Conduct home visits for program compliance, as necessary;
- g. Assist family with referrals to employers, ministries, fraternal organizations, etc.
- h. Assist family when suspected risk of program termination becomes evident to provide encouragement and instruction to family;
- i. Ascertain if the family's program goals have been or will be met;
- j. Make adjustments to the *Contract of Participation*, if necessary, to enable the family to reasonably meet goals and dates and to allow for changes in family status.

13. **Service Providers:**

- Perry County Jobs and Family Services
- Perry County Board of MRDD
- Tri-County Community Action
- Perry County Commissioners
- ALPHA Program
- Central Perry County Ministerial Association
- Family Life Education: MEOVSD
- OSU Extension Service, Perry County
- Perry Counseling Center
- Perry County Drug and Alcohol Abuse
- Perry County Health Department
- Perry County Office of Education
- Perry County Pre-Natal Clinic
- Perry County Probate Juvenile Court
- Perry County Well Child Clinic
- Perry County WIC Program
- Perry County Emergency Assistance Program
- Planned Parenthood
- Transitions, Inc.
- Tri-County Vocational School Family Life Education

NOTE: Other providers not listed may be available if determined necessary through needs assessment of the family.

14. **Continued Outreach:**

The HA will include information about the Family Self-Sufficiency Program at all Section 8 HCV briefing sessions and at each recertification. Those interested will be asked to sign a “*FSS Program Intent to Participate*” form.

15. **Program Violations:**

Any verified program violation will be documented in the tenant file with corrective action to be taken and dates included. The family can request an informal conference with the HA in reference to the violation and documentation, as per 24 CFR 882.216.

**SECTION 32: COLLECTION LOSSES**

- 1 Upon determination of the amount due and owing the HA, a written statement will be sent to the tenant with an itemized list of charges. The statement will inform the tenant that the balance is due within thirty (30) days or a repayment agreement with the HA must be signed.
2. If the tenant fails to acknowledge the initial statement by either payment in full or signing a repayment agreement, a second statement will be sent to the tenant thirty (30) days after the initial statement was issued.
- 3 If the tenant fails to acknowledge the initial statement and the second statement by either full payment or signing a repayment agreement, the amount due and owing will be submitted to the Board of Directors for approval as a collection loss. Further collection attempts will then be handled by the Zanesville Credit Bureau.
4. The Credit Bureau will retain forty percent (40%) of the amount received from the tenant and sixty percent (60%) will be retained by the HA which is credited to the tenant's account. (The amount retained by the Credit bureau will be

charged against account 4190).

5. When all collection methods have been exhausted, the amount due and owing the HA will be reviewed by the Board of Directors with a Board Resolution prepared to support the collection loss.

### **SECTION 33: REPAYMENT AGREEMENT**

1. If the family fails to make payment in full of monies owed to the HA, a *Repayment Agreement* must be executed to repay amounts owed. The HA may prescribe the terms of the agreement. The family is responsible to fulfill its obligation under the terms of the agreement to remain in good standing with the HA.
2. If the family fails to honor the *Repayment Agreement*, the HA will not renew the lease at the next annual recertification.

### **SECTION 34: PRIOR LIABILITY in a SUBSIDIZED UNIT**

If a family fails to satisfy liability for unpaid rent or damages or has vacated a unit in violation of their lease, they are required to set up a payment plan with the manager of the subsidized project or a collection agency. A good payment history must be established for a minimum six (6) month period. It is the sole discretion of the HA to approve an application based on the payment history. If a prior participant has a judgment filed and was ordered to make restitution, they are ineligible for participation in the program until the judgment has been paid in full.

### **SECTION 35: EFFECTIVE DATE of CONTRACT**

1. All new HAP contracts will be effective on the first day of a month. If the contract is signed in the middle of a month it will be effective the first day of the following month.
2. The Section 8 HCV Program will no longer prorate payments, except:
  - a. When a portability family is coming from another county; or
  - b. When a Section 8 HCV unit has been in HQS violation and the unit is being reinstated.

### **SECTION 36: SUBSIDY STANDARDS**

1. The family must use the assisted unit for residence of the family;
2. The assisted unit must be the family's only residence;
3. The composition of the assisted family must be approved by the HA;
4. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child;
5. The family must request HA approval to add another person to the lease; the family must provide the HA a written statement from the owner stating that they are willing to let that person reside in the unit;
6. Upon HA approval, a foster child or live-in aide may reside in the unit.

### **SECTION 37: DECONCENTRATION**

Perry MHA's de-concentration objective is to admit no less than seventy-five percent (75%) of its new admissions to the Section 8 HCV Program to families that have income at or below thirty percent (30%) of the area median income. The HA can track the status of all new admissions each month through computer generated utilization reports to monitor the percentage. If the HA is not reaching its goal any given month, families will be skipped on the waiting list to admit families that have income at or below thirty percent (30%) of area median income. This will continue until the HA achieves its goal.

## **SECTION 38: MANUFACTURED HOME SPACE**

As per Section 982.620-624 (FR#63 dated 4/30/98), a family may reside in a manufactured home with assistance. The family can lease a manufactured home and space with assistance or own the manufactured home and lease the space. The payment standard used is 40% of the current Fair Market Rent; the utility allowance used is 40% of the current utility allowance for a 2 bedroom, one story unit. Housing Quality Standards (HQS) Sections 982.622-624 apply to a manufactured home owner leasing the manufactured home space.

### **ADDENDA**

All of the following are considered a part of the Section 8 HCV Housing Choice Voucher program's Administrative Plan:

- Absence in the Unit Policy
- Applicant Screening Policy
- Application Policy
- Briefing
- Collection Loss Policy
- Criminal Background (Admission & Recertification of Persons with) Policy
- Denial or Termination Policy
- Disapproval of Owner Policy
- Discrimination Policy
- Effective Date of Contract Policy
- Equal Opportunity Housing Plan
- Extension Policy
- Family Self-Sufficiency
- FSS Preference Implementation
- Homeownership Plan
- Housing Types (Special) Policy
- Housing Quality Standards Policy
- Housing Quality Standard Inspections Procedure
- Income, Determination of Adjusted Policy
- Information Request Policy
- Liability (Prior) Policy
- Medical Expenses
- Minimum Rent Policy
- Reasonable Accommodation
- Recertification Policy
- Rent Reasonableness Policy/Procedure
- Repayment Policy
- Subsidy Standards Policy
- Termination/Suspension Policy
- Unification, Dissolving of Family Policy