

**ADMINISTRATIVE PLAN**  
**FOR THE**  
**SECTION 8 VOUCHER PROGRAMS**



*Approved by HUD* \_\_\_\_\_

## TABLE OF CONTENTS

### Chapter 1

#### STATEMENT OF POLICIES AND OBJECTIVES

|    |  |   |
|----|--|---|
| A. | HOUSING AUTHORITY MISSION STATEMENT..... | 1 |
| B. | LOCAL GOALS.....                         | 1 |
| C. | PURPOSE OF THE ADMINISTRATIVE PLAN.....  | 1 |
| D. | RULES AND REGULATIONS.....               | 2 |
| E. | UNRESTRICTED NET ASSETS .....            | 2 |
| F. | FAIR HOUSING POLICY.....                 | 2 |
| G. | REASONABLE ACCOMMODATIONS POLICY .....   | 3 |
| H. | PRIVACY RIGHTS .....                     | 4 |
| L. | OUTREACH.....                            | 5 |

### Chapter 2

#### ELIGIBILITY FOR ADMISSIONS

|    |   |   |
|----|---|---|
| A. | ELIGIBILITY FACTORS.....  | 7 |
| B. | FAMILY COMPOSITION .....  | 7 |
| C. | MANDATORY SOCIAL SECURITY NUMBERS.....                                  | 7 |
| D. | OTHER CRITERIA FOR ADMISSIONS.....                                      | 8 |
| E. | TENANT SCREENING .....  | 8 |
| F. | ILLEGAL DISCRIMINATION.....   | 8 |
| G. | CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE<br>CONTRACT ..... | 8 |

### Chapter 3

#### APPLYING FOR ADMISSION

|    |   |    |
|----|---|----|
| A. | OVERVIEW OF THE APPLICATION TAKING PROCESS..... | 9  |
| B. | OPENING/CLOSING OF APPLICATION TAKING .....     | 9  |
| C. | "INITIAL" APPLICATION PROCEDURES .....          | 10 |
| D. | APPLICANT STATUS WHILE ON WAITING LIST .....    | 11 |
| E. | COMPLETION OF A FULL APPLICATION .....          | 11 |

## **Chapter 4**

### **ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST**

|    |  |    |
|----|--|----|
| A. | WAITING LIST .....                         | 13 |
| B. | ORDER OF SELECTION.....                    | 13 |
| C. | LOCAL PREFERENCES .....                    | 13 |
| D. | INCOME TARGETING.....                      | 15 |
| E. | REMOVAL FROM WAITING LIST AND PURGING..... | 15 |
| F. | SPECIAL ADMISSIONS .....                   | 16 |

## **Chapter 5**

### **SUBSIDY STANDARDS**

|    |  |    |
|----|--|----|
| A. | DETERMINING FAMILY UNIT (VOUCHER) SIZE ..... | 16 |
|----|--|----|

## **Chapter 6**

### **FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION**

|    |   |    |
|----|---|----|
| A. | MINIMUM RENT .....  | 19 |
| B. | DEFINITION OF TEMPORARY /PERMANENT ABSENCE FROM UNIT..... | 21 |
| C. | VISITORS AND REPORTING ADDITIONS.....                     | 24 |
| D. | AVERAGING INCOME .....                                    | 25 |

## **Chapter 7**

### **VOUCHER ISSUANCE AND BRIEFINGS**

|    |  |    |
|----|--|----|
| A. | ISSUANCE OF VOUCHERS .....                               | 26 |
| B. | BRIEFING TYPES AND REQUIRED ATTENDANCE.....              | 26 |
| C. | TERM OF VOUCHER.....                                     | 26 |
| D. | FAMILY DISSOLUTION.....                                  | 27 |
| E. | REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER | 28 |

## **Chapter 8**

### **HOUSING QUALITY STANDARDS AND INSPECTIONS**

|    |                           |    |
|----|---------------------------|----|
| A. | TYPES OF INSPECTIONS..... | 29 |
|----|---------------------------|----|

**Chapter 9**

**OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**

A. RENT TO OWNER: REASONABLE RENT ..... 32  
B. RENT INCREASE REQUESTS ..... 32  
B. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM ..... 32

**Chapter 10**

**RECERTIFICATIONS**

A. FAILURE TO RESPOND TO NOTIFICATION ..... 35  
B. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) ..... 35

**Chapter 11**

**MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

A. RESTRICTIONS ON MOVES ..... 36  
B. PROCEDURE FOR MOVES ..... 36  
C. PORTABILITY ..... 36

**Chapter 12**

**DENIAL OR TERMINATION OF ASSISTANCE**

A. GROUNDS FOR DENIAL/TERMINATION ..... 387  
B. NOTICE OF DENIAL/TERMINATION ..... 40  
C. DISAPPROVAL OF OWNER ..... 41

**Chapter 13**

**OWNER OR FAMILY DEBTS TO MHA**

A. PAYMENT AGREEMENT FOR FAMILIES ..... 43  
B. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION ..... 44  
C. GUIDELINES FOR PAYMENT AGREEMENTS ..... 44  
D. OWNER DEBTS TO MHA ..... 45  
E. OTHER REQUIREMENTS ..... 45

**Chapter 14**  
**COMPLAINTS AND APPEALS**

|    |  |    |
|----|--|----|
| A. | COMPLAINTS TO MHA.....   | 48 |
| B. | INFORMAL REVIEW PROCEDURES FOR APPLICANTS .....                                    | 48 |
| C. | INFORMAL HEARING PROCEDURES.....   | 48 |
| D. | HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS..... | 50 |

**GLOSSARY**

|    |  |    |
|----|--|----|
| A. | ACRONYMS USED IN SUBSIDIZED HOUSING .....            | 52 |
| B. | GLOSSARY OF TERMS IN SUBSIDIZED HOUSING .....        | 54 |
| C. | GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE ..... | 69 |

**ADDENDUMS**

|   |    |
|---|----|
| ADDENDUM "A" – HOMEOWNERSHIP PLAN .....               | 70 |
| ADDENDUM "B" – STUDENT RULE .....                     | 96 |
| ADDENDUM "C" - VIOLENCE AGAINST WOMEN ACT (VAWA)..... | 98 |

## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### **A. HOUSING AUTHORITY MISSION STATEMENT**

The mission of MHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

#### **B. LOCAL GOALS**

Program and agency goals are available for review in MHA's Agency Plan.

#### **C. PURPOSE OF THE ADMINISTRATIVE PLAN [24 CFR 982.54]**

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented on 10/1/99, and all certificates and vouchers were to be converted no later than 10-01-02.

MHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. MHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to MHA Agency Plan, and is available for public review as required by 24 CFR 982.54(b).

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

**D. RULES AND REGULATIONS** [24 CFR 982.54]

This Administrative Plan is set forth to define MHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

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

**E. UNRESTRICTED NET ASSETS** [24 CFR 982.54(d)(21); PIH-2015-17]

Expenditures beyond normal operating costs using the Unrestricted Net Assets (Administrative Fee Reserve; Operating Reserve) for allowable purposes will be made in accordance with approval of MHA Board of Commissioners and in accordance with the approved budget.

**F. FAIR HOUSING POLICY** [24 CFR 982.54(d)(6)]

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

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

To further its commitment to full compliance with applicable Civil Rights laws, MHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at MHA office.

All MHA staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout MHA office/s, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because MHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

MHA's office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the local telephone service provider.

#### **G. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]**

It is the policy of MHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his/her disability before MHA will treat him/her differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with MHA, when MHA initiates contact with a family including when a family applies, and when appointment of any kind are scheduled or rescheduled.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

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

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.



Once the person's status as a qualified person with a disability is confirmed, MHA will require that a professional third party competent to make the assessments provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If MHA finds that the requested accommodation creates an undue administrative or financial burden, MHA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of MHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on MHA. .

MHA will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review MHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All MHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

### **Applying for Admission**

All persons who wish to apply for any of MHA's programs must submit a pre-application in accordance with Chapter 3 of this plan. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

## **H. PRIVACY RIGHTS** [24 CFR 982.551 and 24 CFR 5.212]

Applicants and participants, including all adults in each household are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/PHA will release family information.

MHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential" or returned to the family member after its use. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Executive Director's designee.

MHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

MHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will be handled in accordance with MHA's personnel policies.

## **I. OUTREACH**

### **Outreach to Families**

MHA will publicize and disseminate information to the public and community service providers to make known the availability of housing assistance and related services for income eligible families on a regular basis.

#### **Owner Outreach** [24 CFR 982.54(d)(5)]

MHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. Printed material is offered to acquaint owners and managers with the opportunities available under the program.

MHA encourages participation and will actively recruit property owners of suitable units located outside areas of poverty or minority concentration. Periodically, MHA evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more-choice and better housing opportunities to families.

MHA maintains a list of units located in all neighborhoods that are available for the Section 8 Program and updates this list regularly. When listings from owners are received, they will be compiled by bedroom size and will be provided at MHA offices and at briefings to applicants/participants looking for rental units.

To improve owner relations, recruit new owners, and keep owners informed of program-specific legislative changes, MHA conducts periodic meetings with participating owners, initiates personal contact through formal and informal discussions and meetings, and

actively participates in community based organization(s) comprised of private property and apartment owners and managers.

### **Other Outreach**

MHA recognizes that in order to more effectively complete its mission, it must rely on the cooperation and collaboration with community service providers, employers, welfare agencies and others. MHA endeavors to create effective working relationships between its staff and other agencies and local employers by establishing personal contacts, participating in meetings or other means to disseminate information about MHA's programs and objectives, and promptly responding (as appropriate) to other agencies' verification of MHAs housing assistance programs.

Through its proactive outreach efforts and mutual understanding, MHA believes the quality and timeliness of requests for information/verifications from others will be improved, and that MHA program participants will be more fully informed of economic self-sufficiency programs and opportunities available throughout the community.

## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

#### **A. ELIGIBILITY FACTORS** [982.201(b)]

To be eligible for participation and placement on the waiting list, an applicant must meet the following criteria:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
  - Eligible household's income must not exceed the income limit at 80% of median income set by HUD.
- An applicant must furnish
  - Social Security Numbers for all family members.
  - Declaration of Citizenship or Eligible Immigrant Status and verification where required.
    - At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before MHA may provide any financial assistance.
    - Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher, unless MHA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.
- An applicant must meet the student rule. See Addendum B

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

#### **B. FAMILY COMPOSITION** [24 CFR 982.201(c)]

A "family" may be a single person or a group of persons in which the head of household or spouse is at least 18 years of age or an emancipated minor under State law.

#### **C. MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216, 5.218, 5.233]

Applicant families determined otherwise eligible but who have failed to disclose or provide verification of SSN at the time of eligibility determination, may maintain their position on the waiting list for up to 90 days.

Applicants for Section 8 Moderate Rehab Single-Room Occupancy (SRO), may be admitted without providing the requested documentation, but must provide it within 90 days of admission.

**D. OTHER CRITERIA FOR ADMISSIONS** [24 CFR 982.552(b)]

(See Denial/Termination of Assistance chapter of this Administrative Plan)

**E. TENANT SCREENING** [24 CFR 982.307]

MHA will conduct HUD required screening for eligibility purposes only. MHA **will not** screen family behavior or suitability for tenancy. MHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**Information to Prospective Owners**

The owner is responsible for screening and selection of the family to occupy the owner's unit.

MHA is required to give all prospective owners a family's current and prior addresses and the names and addresses of owners at the family's current and prior addresses. The same types of information will be given to all families and to all owners.

**F. ILLEGAL DISCRIMINATION**

MHA will advise families how to file a complaint if they have been discriminated against by an owner. MHA will advise the family to make a Fair Housing complaint. The PHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

**G. CHANGES IN ELIGIBILITY PRIOR TO LEASING**

Changes that occur during the period between issuance of a voucher and the execution of the HAP Contract may affect the family's eligibility or share of the rental payment.

## Chapter 3

### APPLYING FOR ADMISSION

[24 CFR 982.204]

#### **A. OVERVIEW OF THE APPLICATION TAKING PROCESS**

Families who wish to apply for any one of MHA's programs must complete an on-line electronic pre-application form when the waiting list is open. Applications will be made available in an accessible format upon request from a person with a disability.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The pre-application is electronically dated, time-stamped, and maintained until such time as it is needed for processing eligibility. The pre-application establishes the family's date and time of application and preference claimed for placement order on the waiting list.

The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time MHA ensures that verification of all HUD and MHA eligibility factors are current in order to determine the family's eligibility for the issuance of a voucher.

#### **B. OPENING/CLOSING OF APPLICATION TAKING**

[24 CFR 982.206, 982.54(d)(1)]

##### **Opening the Waiting List**

When MHA opens the waiting list, MHA will advertise through public notice, the availability and nature of housing assistance for income eligible families in newspapers, minority publications, other media entities, and by other suitable means.

Information provided in the notice will include:

- The dates, times, and the locations where families may apply.
- The program(s) for which applications will be taken.
- A brief description of the program(s).

- Limitations, if any, on who may apply.
- Closing date of the waiting list.
- MHA address and telephone number.
- Instructions for how to submit an application
- Information on eligibility requirements.
- The availability of local preferences.

When the waiting list is open:

- Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

### **Closing the Waiting List**

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

- MHA may stop accepting applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

### **C. "INITIAL" APPLICATION PROCEDURES [24 CFR 982.204(b)]**

MHA will provide the pre-application form on-line electronically when the waiting list is open. Pre-applications will be made available in an accessible format upon request from a person with a disability

Translations will be provided for non-English speaking applicants by appropriate community agencies.

The purpose of the pre-application is to permit MHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain at least the following information:

- **Applicant name**
- **Date and time of application**
- **Qualification for any local preference**
- **Racial or ethnic designation of the head of household**
- **Annual (gross) family income**

**MHA will not:**

- Accept duplicate applications, including applications from a segment of an applicant household.
- Place ineligible families on the waiting list.
- Conduct eligibility interviews during the opening period.
- Verify the information on the pre-application until the applicant has been selected for final eligibility determination.

Final eligibility will be determined when the full application process is completed and all information is verified.

**D. APPLICANT STATUS WHILE ON WAITING LIST** [CFR 982.204]

Applicants are required to inform MHA in writing of changes in address. Applicants are also required to respond to requests from MHA to update information on their application and to determine their interest in assistance. Applicants who do not respond will be removed from the waiting list.

If the family is determined to be ineligible based on the information provided in the pre-application, MHA will provide written notification to the family stating the reason(s) and informing them of their right to an informal review.

**E. COMPLETION OF A FULL APPLICATION**

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list and the order of selection from the waiting list.

After the preference is verified, when MHA is ready to select applicants, applicants will be required to:

- Complete a full application
- Participate in an interview with MHA staff to review the information on the full application form.

MHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other MHA services or programs which may be available.



The head of household is required to attend the scheduled interview appointment. If an applicant fails to appear for a scheduled appointment, it is the applicant's responsibility to contact MHA within 10 days to schedule a second appointment. Failure to appear for the interview appointment without prior approval of MHA, failure to reschedule, or missing two scheduled appointment, will result in denial of the family's application unless the family can provide acceptable documentation within 10 days to MHA that an emergency circumstance beyond their control prevented them from meeting this requirement.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See "Complaints and Appeals "chapter.)

All adult members must sign the HUD Form 9886, Release of Information, the declarations and consents related to citizenship/immigration status and any other documents required by MHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by MHA.

Every adult household member must sign a consent form to release criminal conviction records and to allow MHA to receive records and use them in accordance with HUD regulations.

If MHA determines at or after the interview that additional information or document(s) are needed, MHA will request the document(s) or information in writing. The family will be given **10** days to supply the information.

## Chapter 4

### **ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST** *[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206, 982.207]*

#### **A. WAITING LIST** *[24 CFR 982.204]*

MHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from MHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

#### **B. ORDER OF SELECTION** *[24 CFR 982.207(e)]*

MHA will select applicants from the current waiting until it is exhausted, before selecting applicants from a new updated waiting list developed as a result of a new opening period.

Applicants will be ordered on the waiting list by separating the applicants into groups based on preferences and ranking applicants within each group by date and time of application. Applicants without a preference will be ordered by date and time of application, after applicants in preference groups.

Among applicants with equal preference status, the waiting list will be organized by date and time.

Applicants will be selected from the waiting list in order of preference claimed, date and time. Applicants claiming no preference will be selected in order of date and time after all applicants claiming a preference have been selected.

#### **Change in Circumstances**

When an applicant claims an additional preference or a preference previously claimed no longer applies, the applicant will be placed on the waiting list in the appropriate order determined by the change in preference.

#### **C. LOCAL PREFERENCES** *[24 CFR 982.207]*

MHA uses the following local preference:

- Working preference. Families whose Head of Household is a permanent full or part time employee or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This

preference is automatically extended to elderly /disabled families or families whose head or spouse is receiving income based on their inability to work.

Homeless preference: Individuals or families experiencing homelessness who are referred by a partnering homeless service organization.

***This preference is restricted to families who have been referred by an approved agency.*** The number of families that qualify for a homeless preference is limited to 100 families and may vary based voucher availability. MHA may leave the waiting list open only for the population qualified for the homeless preference while keeping it closed for all other applicants. All referrals are subject to MHA's waiting list screening criteria. [PIH 2013-15 (HA)] {Agency Referral Application Procedure}

PIH Definition of Homeless:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low- income individuals); or
- An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

Additionally, any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- Has no other residence; and
- Lacks the resources or support networks, e.g., family, friends, and faith- based or other social networks, to obtain other permanent housing.

### **Final Verification of Preferences** [24 CFR 982.207]

At the time the applicant is selected from the waiting list, MHA will obtain necessary verifications to determine whether the applicant is eligible for the preference.

### **Preference Denial** [24 CFR 982.207]

If MHA denies a preference, MHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review (See Complaints and Appeals Chapter). If the preference denial is upheld as a result of the informal review, or the applicant does not request an informal review, the applicant will be placed on the waiting list without benefit of the preference.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.

## **D. INCOME TARGETING**

To meet HUD's income targeting objectives, at least 75% of all new admissions annually will have an income at or below the extremely low income limit which is 30% of the area medium income unless MHA obtains a percentage waiver from HUD.

MHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before applicants with a higher preference, the family will be returned to the waiting list.

MHA income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

MHA is also exempted from this requirement where MHA is providing assistance to low income or moderate income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

## **E. REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 982.204(c)]

The Waiting List will be purged by a mailing to all applicants to ensure that the waiting list is current and accurate.

Any mailings to the applicant which require a response will state that failure to respond within 14 days will result in the applicant's name being dropped from the waiting list.

If the applicant did not respond to MHA request for information or updates because of a family member's disability, MHA will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

#### **F. SPECIAL ADMISSIONS** [24 CFR 982.203]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for a family meeting the targeted funding criteria. Preferences are not used for special admissions. Families are selected based on the date and time in which they were placed on the waiting list.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system. MHA administers the following "Targeted" Programs:

- VASH
- Family Unification Program
- VOA
- Section 8 Moderate Rehabilitation
- Arkansas Cares
- CATCH
- Goodwill
- Homeownership

## Chapter 5

### SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

#### **A. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]**

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements. For subsidy standards, an adult is a person 18 years old or older.

Generally, the PHA assigns one bedroom for two people to meet HUD's requirement to provide for the smallest number of bedrooms without overcrowding. However, MHA may consider factors such as family characteristics including sex, age, or relationships within the following guidelines:

- One bedroom will be allowed for every two household members of the same sex, unless they are more than 10 years apart in age.
- One bedroom will be allowed for the Head of Household and spouse, and/or adults who have a spousal relationship/unmarried partners.
- One bedroom will be allowed for every two children age 5 and under regardless of gender.
- A dependent away at school, which lives with the family during school recesses, qualifies under this provision.
- One bedroom will be allowed for live-in aides. No additional bedrooms are provided for the aide's family.
- No bedrooms will be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- An unborn child is considered a family member regardless of family size.
- Single person families shall be allocated one bedroom.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented. The utility allowance and payment standard used in the rent calculation will be the lesser of the voucher size and the actual unit size.

### Guidelines for Voucher and HQS Size

| Voucher<br>BR Size | Number of Persons in Household |         |                                     |
|--------------------|--------------------------------|---------|-------------------------------------|
|                    | Minimum                        | Maximum | HQS Maximum<br>(See letter C below) |
| 0 BR               | 1                              | 1       | 1                                   |
| 1 BR               | 1                              | 4       | 4                                   |
| 2 BR               | 2                              | 6       | 6                                   |
| 3 BR               | 3                              | 8       | 8                                   |
| 4 BR               | 6                              | 10      | 10                                  |
| 5 BR               | 8                              | 12      | 12                                  |

#### **PHA Error**

If MHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size. If the original voucher size was smaller than what the family should have received and:

- The family has already moved into a unit, the family may elect to move after their current lease term is complete. The family may elect to stay in the current unit if they are not over crowded based on HQS space standards.
- If the family has not moved into a unit when the error is identified, the voucher size will be adjusted and the family will be advised of its new shopping range using the correct payment standard.

If the original voucher size was bigger than what the family should have received and:

- The family has already moved into a unit, MHA will advise the family that the payment standard will be adjusted at the next annual reexamination and the impact on its subsidy as a result of the adjustment. The family may elect to stay in the current unit if they can afford the increase in family share, or the family can request to move; or
- If the family has not moved into a unit when the error is identified, the voucher size will be adjusted and the family will be advised of its new shopping range using the correct payment standard.

#### **Under-housed and Over-housed Families**

Under-housed. If a unit does not meet HQS space standards due to an increase in family size (unit too small), MHA will issue a new voucher of the appropriate size.

MHA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is under housed in an accessible unit.
- If a family requires the additional bedroom because of a health problem which has been verified by MHA.

Over-housed: When family members are removed from the household between annual reexaminations, MHA will adjust the voucher size at the time of the change and will adjust the payment standard at the next annual reexamination. At the time of the next annual reexamination, or if the family decides to move prior to the annual reexamination, MHA will adjust the payment standard and advise the family of the impact on its subsidy. The family may elect to stay in the current unit if they determine they can afford the increased family share when the new payment standard becomes effective, or the family can request to move.



## Chapter 6

### FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

*[24 CFR Part 5, Subparts E and F; 982.153, 982.551]*

#### **A. MINIMUM RENT** *[24 CFR 5.630]*

"Minimum rent". is **\$50**. Minimum rent refers to the minimum Total Tenant Payment (TTP) and includes the combined amount a family pays towards rent and/or utilities when it is applied.

#### **Hardship Requests for an Exception to Minimum Rent**

MHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. MHA will review all relevant circumstances brought to MHA's attention regarding financial hardship as it applies to the minimum rent. The following section states MHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed. (24 CFR 5.630)

#### **Criteria for Hardship Exception**

In order for a family to qualify for a hardship exception, the family's circumstances must fall under one of the following HUD hardship criteria:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- The family would be evicted as a result of the imposition of the minimum rent requirement. The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by MHA or HUD

#### **Temporary Hardship**

If MHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

A temporary hardship is a hardship lasting less than 90 days. A loss of employment is considered a temporary hardship unless the loss is due to a medical reason. The duration of hardships due to a loss of employment caused by a medical reason will be subject to MHA review to determine whether the hardship is temporary or long-term. A temporary hardship cannot be renewed after the initial 90 days based solely on the initial hardship situation. MHA will execute a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See "Owner and Family Debts to MHA" chapter for Repayment agreement policy).

### **Long-Term Duration Hardships** [24 CFR 5.630]

If MHA determines that there is a qualifying long-term financial hardship, MHA will exempt the family from the minimum rent requirements for a period up to 12 months and can be renewed as long as the hardship continues. All hardship renewals must be requested in writing using the minimum rent waiver form. Renewals are subject to MHA review and approval. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

## **B. DEFINITION OF TEMPORARY /PERMANENT ABSENCE FROM UNIT**

[24 CFR 982.54(d)(10), 982.551]

MHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, MHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

"Temporarily absent" is defined as away from the unit for more than 30 days but less than 60 days.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. MHA will evaluate absences from the unit using this policy.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 2 consecutive months or 90 days in a twelve month period except as otherwise provided in this Chapter.

If a member of the household is subject to a court order that restricts him/her from the home for more than 2 months, the person will be considered permanently absent.

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, MHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with MHA "Absence of Entire Family" policy.

### **Absence Due to Full-time Student Status**

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

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.
- If the student is included as a family member, the first \$480 of the student's earned income will be counted. The family will also receive a dependent deduction for \$480 and the inclusion in the voucher size determination.

### **Absence due to Incarceration**

If the sole member is incarcerated for more than 60 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 90 consecutive days or more than 180 days in a twelve month period.

MHA will determine if the reason for incarceration is a violation of family obligations or program requirements.

### **Absence of Children due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, MHA will determine from the appropriate agency, when the child/children will be returned to the home.

If the time period is to be greater than 3 of months from the date of removal of the child/ren and/or all children are removed from the home permanently, the voucher size will be reduced in accordance with MHA's subsidy standards.

### **Absence of Entire Family**

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

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

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

Families must notify MHA if they are going to be absent from the unit for more than 30 consecutive days. If the entire family is absent from the assisted unit for more than 60 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit, MHA will continue assistance payments for a maximum of 2 months.

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

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the post office
- Other means as determined necessary.

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD allowed 180 consecutive days limit..

If the absence which resulted in termination of assistance was due to a person's disability, and MHA can verify that the person was unable to notify MHA in accordance with the family's responsibilities, and if funding is available, MHA may reinstate the family as an accommodation if requested by the family.

## **Caretaker for Children**

If neither parent remains in the household nor the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, MHA will treat that adult as a visitor for the first 60 days. .

If by the end of that period, court-awarded custody or guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, MHA will review the status at 30 day intervals.

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

If custody is awarded for a limited time in excess of stated period, MHA will state in writing that the transfer of the Voucher is for that limited time or as long as the caretaker has custody of the children. MHA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.

The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made.

MHA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 60 days and it is reasonable to expect that custody will be granted.

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

## **Reporting Absences to MHA**

Reporting changes in household composition is both a HUD and a MHA requirement. If a family member leaves the household, the family must report this change to MHA, in writing, within 30 days of the change and certify as to whether the member is temporarily absent or permanently absent. MHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

## **C. VISITORS AND REPORTING ADDITIONS**

### **Visitors**

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without MHA approval will be considered to be living in the unit as an unauthorized household member.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 51% of the year, the minor will be considered to be an eligible visitor and not a family member.

### **Reporting Additions to Owner and MHA**

Reporting changes in household composition to MHA is both a HUD and a MHA requirement.

The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

If the family does not obtain prior written approval from MHA, any person the family has permitted to move in will be considered an unauthorized household member. Permitting an unauthorized household member is a violation of the Family Obligations and may result in loss of assistance.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to MHA in writing within 10 days of the maximum allowable time.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

MHA may take into consideration, the impact on the family's voucher size and HQS occupancy standards, when the family requests to add an additional adult other than through marriage.

#### **D. AVERAGING INCOME**

When annual income cannot be anticipated for a full twelve months, MHA may:

- Average known sources of income that vary to compute an annual income; or
- Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

## Chapter 7

### VOUCHER ISSUANCE AND BRIEFINGS

*[24 CFR 982.301, 982.302]*

#### **A. ISSUANCE OF VOUCHERS** *[24 CFR 982.204(d), 982.54(d)(2)]*

When funding is available, MHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that MHA maximizes available funding while leasing as close as possible to 100 percent of allocated vouchers. MHA will monitor both funding and unit utilization monthly, using HUD's forecasting tool and/or internally developed tools to determine whether applications can be processed and the number of vouchers that can be issued/over-issued to maximize leasing

MHA may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers which are over-issued must be honored. If MHA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

#### **B. BRIEFING TYPES AND REQUIRED ATTENDANCE** *[24 CFR 982.301]*

##### **Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance.

MHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher.

#### **C. TERM OF VOUCHER** *[24 CFR 982.303, 982.54(d)(11)]*

During the briefing session, each household will be issued a voucher which represents a contractual agreement between MHA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective. The voucher is valid for a period of at least sixty days from the date of issuance. The family must submit a Request for Approval of the Tenancy within the 60-day period.

##### **Expirations**

If the voucher has expired the family will be denied assistance. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect (assuming the unit continues to meet program requirements and the owner agrees).



## **Extensions**

MHA will extend the term an additional 60 days from the expiration date if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

## **D. FAMILY DISSOLUTION**

*[24 CFR 982.315]*

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

- Which of the two new family units have custody of dependent children?
- Which family member was the head of household when the voucher was initially issued (listed on the initial application).
- The composition of the new family units, and which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members remain in the unit.
- Recommendations of social service professionals.

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

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

## **E. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER**

*[24 CFR 982.315]*

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

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

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

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

## Chapter 8

### HOUSING QUALITY STANDARDS INSPECTIONS

[24 CFR 982.401]

#### **A. TYPES OF INSPECTIONS** [24 CFR 982.401(a), 982.405]

There are four types of inspections MHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Tenancy Approval (RFTA).
2. Biennial: Conducted within 24 months of the last passed annual/bi-annual inspection.
3. Special/Complaint: At request of owner, family or an agency or third-party.
4. Quality Control.

MHA only conducts initial inspections for homeownership units.

#### **INITIAL HQS INSPECTION** [24 CFR 982.401(a), 982.305(b)(2)]

MHA will conduct the initial inspection, determine whether the unit satisfies the HQS and notify the family and owner of the determination no later than 15 days after the family and the owner have submitted a Request for Tenancy Approval (RFTA), provided the unit is ready to be inspected when the RFTA is received by MHA.

MHA may deny the RFTA if the unit will not be ready for inspection within 20 days of RFTA receipt.

After 2 unsuccessful attempts to inspect the unit at reasonable times with reasonable notice, assistance will be denied or the family will be issued a new RFTA.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify MHA once repairs are completed. The owner will be given up to 10 days to correct the items noted as Fail.

The owner will be allowed up to 1 re-inspection for repair work to be completed.

If repairs are not completed within this 10 day period, the RFTA will be denied and a new RFTA will be issued to the family.

#### **BIENNIAL HQS INSPECTIONS** [24 CFR 982.405(a)]

The family must allow MHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]

- Inspections will be conducted on business days only.
- Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m.
- The family and owner are notified of the date and time of the inspection appointment by mail or phone prior to the inspection.

If the family or an adult designee is unable to be present, they must reschedule the appointment so that the inspection is completed within 30 days.

MHA will provide notice to the family and owner of a failed inspection and the re-inspection appointment date. The notice contains a warning of abatement (in the case of owner responsibility). If the family was responsible for a breach of HQS, they will be advised of their responsibility to correct.

### **Time Standards for Repairs**

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification.

For non-emergency items, repairs must be made within 30 days.

An extension beyond 30 days may be approved at MHA's discretion.

### **SPECIAL/COMPLAINT INSPECTIONS** [24 CFR 982.405(c)]

If at any time MHA is notified that the unit does not meet Housing Quality Standards, MHA will conduct an inspection.

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

If the biennial inspection date is within 90 days of a special inspection, and as long as all items are inspected that are included in a biennial inspection, the special inspection will be categorized as biennial and all biennial procedures will be followed.

The process for notifying the owner and tenant of failed items identified during a special or complaint inspection, and any subsequent re-inspections, is the same as the biennial inspection process.

### **QUALITY CONTROL INSPECTIONS** [24 CFR 982.405(b)]

The minimum number of Quality Control inspections performed by the Executive Director's designee will be no less than the required SEMAP sample size. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors and both units that pass and fail inspection.

## Chapter 9

### **OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**

*[24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]*

#### **A. RENT TO OWNER: REASONABLE RENT** *[24 CFR 982.507]*

##### **Rent Reasonableness Methodology**

MHA utilizes a rent reasonableness system which includes and defines the HUD factors listed above. The system has a total point count which is collected for each data point and determines which are statistically significant.

MHA uses an "appraisal" method and tests the subject unit against selected units in the same zip code area with similar characteristics. Adjustments are made for favorable and unfavorable differences between the subject unit and the comparable.

MHA maintains a survey form which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data significant features include the number of bedrooms, building type, square footage, building age, median income, and several amenities. The outliers are eliminated and the values are assigned to each feature to determine appropriate adjustments.

#### **B. Rent Increase Requests**

During the initial term of the lease, the owner may not raise the rent unless directed by HUD. Following the initial lease term, the owner is required to notify MHA, in writing, at least 60 days before the requested effective date of the increase. MHA will determine whether the new rent to owner is reasonable, whether the unit is in compliance with HQS as of the most recent inspection, and will advise the owner and tenant of either acceptance or denial of the new rent amount and the effective date.

#### **C. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM** *[24 CFR 982.503]*

MHA will establish a single voucher payment standard amount for each FMR area in MHA jurisdiction. For each FMR area, MHA will establish payment standard amounts for each "unit size". MHA may have a higher payment standard within MHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

MHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

## **ADJUSTMENTS TO PAYMENT STANDARDS** [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. MHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. MHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

MHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

If it is determined that particular unit sizes in MHA's jurisdiction have payment standard amounts that are creating rent burdens for families, MHA will modify its payment standards for those particular unit sizes.

MHA will increase its payment standard within the basic range for those particular unit sizes to help reduce the percentage of annual income that participant families in MHA's jurisdiction are paying.

MHA will establish a separate voucher payment standard, within the basic range, for designated parts its jurisdiction if it determines that a higher payment standard is needed in these designated areas to provide families with quality housing choices and to give families an opportunity to move outside areas of high poverty and low income.

MHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

MHA will review the average percent of income of families on the program. If more than – 25% of families are paying more than 30% of monthly adjusted income, MHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by MHA in the Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, MHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, MHA will continue increasing the payment standard.

MHA may consider the average time period for families to lease up under the Voucher program. If more than 25% of Voucher holders are unable to locate suitable housing within the term of the voucher and MHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the Payment Standard may be adjusted.

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD. When MHA lowers the Payment Standard for any FMR area, the lower Payment Standard will be applied as follows:

- At the time of initial leasing or either a family new to the program or at the time an existing participating family moves to a new unit; or,
- At the second annual reexamination date following the effective date of the lower Payment Standard (unless an authorized waiver is received from HUD to implement the new Payment Standard sooner)

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

For this purpose, MHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

### **EXCEPTION PAYMENT STANDARDS**

If the dwelling unit is located in an exception area, MHA must use the appropriate payment standard amount established by HUD for the exception area in accordance with regulation at *24 CFR 982.503(c)*.



## Chapter 10

### RECERTIFICATIONS

*[24 CFR 982.516]*

#### **A. FAILURE TO RESPOND TO NOTIFICATION TO RECERTIFY**

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with MHA, MHA will reschedule a second appointment.

#### **B. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

##### **Standard for Timely Reporting of Changes**

MHA requires that families report interim changes to MHA within 30 days for a change of income.

## Chapter 11

### MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

#### **A. RESTRICTIONS ON MOVES** [24 CFR 982.314, 982.552(a)]

- Families will not be permitted to move within MHA's jurisdiction during the initial year of assisted occupancy.
- MHA will deny permission to move if there is insufficient funding for continued assistance.
- The family has violated a family obligation within the past 12 months.
- The family owes MHA money.
- A voucher issued to the family to relocate expired within the past 6 months.

#### **B. PROCEDURE FOR MOVES** [24 CFR 982.314]

##### **Notice Requirements**

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to MHA's simultaneously. MHA prorates the HAP and UAP amount for the first and last month of the HAP contract term.

##### **Other Move Requirements**

If the family does not locate a new unit, they may remain in the current unit so long as written documentation in support of the family remaining is provided to MHA.

MHA will not allow a tenant to retract a RFTA for reasons other than extenuating circumstances after MHA passes the inspection for a unit.

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

#### **C. PORTABILITY** [24 CFR 982.353]

Families will not be permitted to move outside MHA's jurisdiction under portability procedures during the initial year of assisted occupancy.

## Chapter 12

### DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

#### **A. GROUNDS FOR DENIAL/TERMINATION** [24 CFR 982.54, 982.552, 982.553]

The following are grounds for denial assistance for applicants and termination of assistance for participants.

- The family does not meet the income requirements set by HUD.
- Failure to disclose and verify Social Security Numbers (as provided by 24 CFR 5.216)
- Failure to correct an HQS breach caused by the family as described in 982.404(b).
- Failure to allow MHA to inspect the unit at reasonable times and after reasonable notice.
- Moving from the assisted unit prior to notifying the owner and/or MHA. Notice should be given to the owner and, at the same time, MHA.
- Not using the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by MHA. The family must promptly inform MHA of the birth, adoption or court-awarded custody of a child. The family must request MHA approval to add any other family member as an occupant of the unit.
- The family must promptly notify MHA if any family member no longer resides in the unit.
- Engaging in legal profit-making activities in the unit that are not incidental to primary use of the unit as a residence by members of the family. If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.
- The family must promptly notify MHA of absence from the unit.
- Owning or having any interest in the unit.
- Family is under contract and 180 days have elapsed since MHA's last housing assistance payment was made.

- Missing two consecutive appointments without rescheduling prior to the appointment.
- Conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- “Engaged in or engaging” in illegal use of a drug. “Engaged in or engaging in” means any act within the past 3 years by an applicant or participant or household member which involved drug-related activity. The existence of the above-referenced behavior by any household member, regardless of the applicant or participant’s knowledge of the behavior, shall be grounds for denial or termination of assistance. In an effort to prevent future drug related activity that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, MHA will screen applicants as thoroughly and fairly as possible for drug-related criminal behavior. MHA will not use arrests without a conviction as evidence of criminal behavior. MHA will take into account the severity of the charge and rehabilitation efforts when making the decision of denial and termination of housing assistance. Such screening will apply to any member of the household who is 18 years of age or older.
- MHA determines there is reasonable cause to believe that a household member abuses alcohol in a way that may interfere with the health, safety or peaceful enjoyment of other residents including cases where MHA determines that there is a pattern of alcohol abuse. MHA will consider the use of alcohol to be a pattern if there is more than one incident during the previous 6 months.
- “Engaged in or engaging in” violent criminal activity. “Engaged in or engaging in” means any act within the past 3 years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. The existence of the above-referenced behavior by any household member, regardless of the applicant or participant’s knowledge of the behavior, shall be grounds for denial or termination of assistance. In an effort to prevent future violent criminal activity that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, MHA will screen applicants as thoroughly and fairly as possible for violent criminal behavior. MHA will not use arrests without a conviction as evidence of criminal behavior. MHA will take into account the severity of the charge and rehabilitation efforts when making the decision of denial and termination of housing assistance. Such screening will apply to any member of the household who is 18 years of age or older.
- Subject to a lifetime registration requirement under a State sex offender registration program.

- Eviction for any reason or the landlord notifies the family of termination of tenancy from housing assisted under any federally assisted housing for serious violation of the lease within the past 3 years. The family must promptly give MHA a copy of any owner eviction notice.
- Repeated or serious violation of the lease. The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:
  - Owner terminates tenancy through court action for serious or repeated violation of the lease.
  - Nonpayment of rent is considered a serious violation of the lease. Evidence of payments may be required for verification of payments.
  - Police reports, neighborhood complaints or other third party information that has been verified by MHA.
- Excessive damage beyond normal wear and tear in the previously assisted unit.
- Failing to sign and submit consent forms for obtaining information in accordance with HUD guidelines.
- When required under the regulations to establish citizenship or eligible immigration status.
- Violation of any family obligation under the program as listed in 24 CFR 982.551.
- Committing fraud, bribery or any other corrupt or criminal act in connection with any federal housing program. Not reporting income within 30 days of the increase may be considered fraud.
- The family currently owes rent to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. The family will be given 30 days to pay the balance in full before the denial or termination. If the family owes a balance to MHA, at its discretion, MHA may offer the family the opportunity to enter into a repayment agreement.
- Failure to enter into or make payments in accordance with a repayment agreement with MHA.
- The family has engaged in or threatened abusive or violent behavior toward MHA personnel.

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

"Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

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

### **Allowable Exceptions**

In appropriate cases, MHA may permit the family to continue receiving assistance provided that family member/s determined to have engaged in the proscribed activities will not reside in the unit or has completed a supervised rehabilitation program approved by MHA. If the violating member is a minor, MHA may consider individual circumstances with the advice of Juvenile Court officials.

### **Required Evidence**

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

MHA will pursue fact-finding efforts as needed to obtain credible evidence.

## **B. NOTICE OF DENIAL/TERMINATION**

If MHA decides to terminate assistance to the family, MHA must give the family written notice which states:

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

Tenants whose voucher is referred to MHA by a special program and remains part of that program may not be granted an appeal for the termination of assistance if the termination is directed by the administration of the special program.

### **C. OWNER DISAPPROVAL AND RESTRICTION**

*[24 CFR 982.54, 982.306, 982.453]*

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

MHA will disapprove the owner for the following reasons:

- HUD has informed MHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 2424.
- HUD has informed MHA that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.
- HUD has informed MHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. MHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- In cases where the owner and tenant bear the same last name, MHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.
- MHA may at their discretion, depending on the seriousness and conditions, prohibit an owner from participating for the following reasons:
  - The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
  - The owner has committed fraud, bribery or any other corrupt act in connection with any Federal housing program.
  - The owner has engaged in drug-related criminal activity or any violent criminal activity.
  - The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program.

- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has committed criminal activity or any violent criminal activity which warrant a record of a felony or misdemeanor.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
  - Is drug-related criminal activity or violent criminal activity.
- The owner has not paid State or local real estate taxes, fines or assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

Allegations of owner fraud and abuse or frequent or serious contract violations are to be immediately brought to the attention of the Executive Director's designee. The Executive Director's designee will conduct a timely, thorough investigation, reviewing all relevant factors and, in accordance with the guidance provided by the Administrative Plan, and will make a recommendation to the Executive Director as to what actions should be taken, if any.

The decision of the Executive Director is to be considered final. When temporary or permanent disapproval is appropriate, the date of decision, Owner (Vendor) name, Vendor number and the term of the disapproval will be recorded on MHA Owner Disapproval and Restriction Log and will be made available to the Customer Service Representative and appropriate Housing Specialists to review returning RFTAs against upon receipt.

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, MHA will restrict the owner from future participation in the program for a



period of time commensurate with the seriousness of the offense. MHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, MHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

## Chapter 13

### OWNER OR FAMILY DEBTS TO MHA

[24 CFR 982.552]

#### **A. PAYMENT AGREEMENT FOR FAMILIES** [24 CFR 982.552 (c)(v-vii)]

A Payment Agreement as used in this Plan is a document entered into between MHA and a person who owes a debt to MHA.

MHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to MHA. The repayment agreement must be signed by the tenant and MHA. Tenants who do not agree to repay amounts due in accordance with HUD regulations and MHA's policy will be in non-compliance and subject to termination of tenancy.

#### **Disapproval of Payment Agreement**

Circumstances in which MHA may not enter into a payment agreement are:

- If the family already has a Payment Agreement in place.
- The maximum length of time MHA will enter into a payment agreement with a family is 24 months.
- MHA determines that the debt amount is larger than can be paid back by the family within 24 months.

MHA will calculate payment agreement affordability as follows:

- 40% of the family's monthly adjusted income less the tenant's monthly total tenant payment (TTP) at the time of the repayment agreement is executed equals the monthly payment amount the family can afford.
- Subtract the total of the monthly payment amount \*24 months from the total debt amount.
- The remainder is the amount the family would have to pay as a lump sum prior to entering the payment agreement. If the family is unable to pay the lump sum, the debt is considered more than can be paid back in 24 months.
- Example: Debt due to MHA is \$5,000. 40% of family's monthly adjusted income is \$500. The rent amount paid by the family is \$400.  $\$500 - \$400 = \$100$  maximum monthly payment agreement amount.  $\$100 * 24 \text{ months} = \$2,400$ .  $\$5,000 - \$2,400 = \$2,600$ . \$2,600 is the lump sum the family would

have to pay, before a payment agreement could be established. If the family is unable to pay the lump sum, the amount of debt is considered to be larger than the family's ability to pay within 24 months.

The monthly payment may exceed 40% of the family's monthly adjusted income if the family agrees to the amount stated in the repayment agreement.

### **Late Payments**

A payment due under a payment agreement will be considered to be in arrears if the payment is not received within 5 days of the due date.

If the family's payment agreement is in arrears, and the family has not made arrangements with MHA, MHA may impose any or all of the following:

- Require the family to pay the balance in full.
- Pursue civil collection of the balance due.
- Terminate the housing assistance.

### **B. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION [24 CFR 982.163]**

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

- Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

### **C. GUIDELINES FOR PAYMENT AGREEMENTS [24 CFR 982.552(c)(v-vii)]**

Payment agreements will be executed between MHA and the head of household.

The payment agreement must be executed by the Executive Director's designee or their designee.

Payments may only be made by money order or cashier's check.

The agreement will be in default when a payment is delinquent by the 5th of the month.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Executive Director's designee. Regardless of the decrease, the total balance must be paid within 24 months from the date of the first due date.

A family's request to move will not be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:

- Family size exceeds the HQS maximum occupancy standards
- The HAP contract is terminated due to owner non-compliance or opt-out
- A natural disaster

**D. OWNER DEBTS TO MHA** [24 CFR 982.453(b)]

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

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, MHA may require the owner to pay the amount in full within 30 days.

**E. OTHER REQUIREMENTS**

Families are required to pay all debts owed whether or not they continue to receive assistance. HUD does not allow PHAs to grant amnesty or debt forgiveness for debts incurred as a result of the family's failure to report some or all income.

Per HUD's requirements to fully utilize EIV, MHA will report any debts owed by the family in the EIV Debts Owed module. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date.

## Chapter 14

### **COMPLAINTS AND APPEALS**

#### **A. COMPLAINTS TO MHA**

MHA may require that complaints other than HQS violations and employee complaints be submitted using the electronic format provided on MHA website.

#### **B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

*[24 CFR 982.54(d)(12), 982.554]*

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

##### **Procedure for Review**

A request for an informal review must be received **in writing** no later than 15 days from the date of MHA's notification of denial of assistance.

The applicant will be given the option of presenting oral or written objections to the decision. Both MHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

After a review date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. The request to reschedule must be received by MHA before 48 hours of the scheduled hearing date.

If a family does not appear at a scheduled review and has not rescheduled the review in advance, the family must contact MHA within 48 hours, excluding weekends and holidays. MHA will reschedule the review only if the family provides documentation within 7 days, substantiating circumstances beyond the family's control.

If the family misses an appointment or deadline ordered by the reviewer during the initial review, the action of MHA shall take effect and another review will not be granted.

#### **C. INFORMAL HEARING PROCEDURES** *[24 CFR 982.555(a-f), 982.54(d)(13)]*

Hearings are provided for applicants who are denied assistance before the effective date of the HAP contract due to citizenship status and to participating participants who

are terminated from the housing choice voucher program and/or FSS program; and/or disputing the amount of assistance.

### **Procedure for Hearing**

A request for an informal hearing must be received **in writing** no later than 15 days from the date of MHA's notification regarding the termination of assistance.

The review may be conducted by a staff person who is at the Manager level or above or an individual from outside MHA.

*The notification of hearing will contain:*

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of MHA upon which MHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. The request to reschedule must be received by MHA before 48 hours of the scheduled hearing date.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact MHA within 48 hours, excluding weekends and holidays. MHA will reschedule the hearing only if the family provides documentation within 7 days, substantiating circumstances beyond the family's control. The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

The Hearing Officer has the authority to control the number of persons in the hearing at any one time and maintain order of the hearing. The Hearing Officer may request that parties not immediately needed in the hearing, wait outside of the hearing to be called in individually.

If the family misses an appointment or deadline ordered by the Hearing Officer during the initial hearing, the action of MHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of MHA is in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

In addition to other rights contained in this Chapter, MHA has a right to:

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

A notice of the hearing findings will be provided in writing to the participant before the date of assistance termination. It shall include the decision of the review officer and an explanation of the reasons for the decision.

MHA is not bound by hearing decisions:

- Which concern matters in which MHA is not required to provide an opportunity for a hearing;
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

#### **D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS [24 CFR Part 5, Subpart E]**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while MHA hearing is pending but assistance to an applicant may be delayed pending MHA hearing.

## **INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, MHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with MHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give MHA a copy of the appeal and proof of mailing or MHA may proceed to deny or terminate. The time period to request an appeal may be extended by MHA for good cause.

The request for a MHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members MHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

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

All other complaints related to eligible citizen/immigrant status:

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



## GLOSSARY

### **A. ACRONYMS USED IN SUBSIDIZED HOUSING**

|                 |   |
|-----------------|---|
| <b>AAF</b>      | Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.  |
| <b>ACC</b>      | Annual Contributions Contract   |
| <b>BR</b>       | Bedroom   |
| <b>CDBG</b>     | Community Development Block Grant   |
| <b>CFR</b>      | Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute. |
| <b>CPI</b>      | Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.  |
| <b>EFT</b>      | Electronic Funds Transfers  |
| <b>ELI</b>      | Extremely Low Income  |
| <b>FDIC</b>     | Federal Deposit Insurance Corporation   |
| <b>FHA</b>      | Federal Housing Administration  |
| <b>FICA</b>     | Federal Insurance Contributions Act - Social Security taxes   |
| <b>FmHA</b>     | Farmers Home Administration   |
| <b>FMR</b>      | Fair Market Rent  |
| <b>FY</b>       | Fiscal Year   |
| <b>FYE</b>      | Fiscal Year End   |
| <b>GAO</b>      | Government Accounting Office  |
| <b>GFC</b>      | Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).  |
| <b>GR</b>       | Gross Rent  |
| <b>HAP</b>      | Housing Assistance Payment  |
| <b>HAP Plan</b> | Housing Assistance Plan   |

|              |  |
|--------------|--|
| <b>HCDA</b>  | Housing and Community Development Act  |
| <b>HQS</b>   | Housing Quality Standards  |
| <b>HUD</b>   | The Department of Housing and Urban Development or its designee.   |
| <b>HURRA</b> | Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations |
| <b>IG</b>    | Inspector General  |
| <b>IGR</b>   | Independent Group Residence  |
| <b>IPA</b>   | Independent Public Accountant  |
| <b>IRA</b>   | Individual Retirement Account  |
| <b>MHA</b>   | Little Rock Housing Authority  |
| <b>MSA</b>   | Metropolitan Statistical Area established by the U.S. Census Bureau  |
| <b>PHA</b>   | Public Housing Agency  |
| <b>PMSA</b>  | A Primary Metropolitan Statistical Area established by the U.S. Census Bureau  |
| <b>PS</b>    | Payment Standard   |
| <b>QC</b>    | Quality Control  |
| <b>RFTA</b>  | Request for Approval of Tenancy  |
| <b>RFP</b>   | Request for Proposals  |
| <b>RRP</b>   | Rental Rehabilitation Program  |
| <b>SRO</b>   | Single Room Occupancy  |
| <b>SSMA</b>  | Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.   |
| <b>TR</b>    | Tenant Rent  |
| <b>TTP</b>   | Total Tenant Payment   |
| <b>UA</b>    | Utility Allowance  |
| <b>URP</b>   | Utility Reimbursement Payment  |

## **B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**1937 ACT.** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

**ADMINISTRATIVE PLAN.** The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

**ABSORPTION.** In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

**ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE").** Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ADA.** Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

**ADJUSTED INCOME.** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the PHA for administration of the program.

**ADMISSION.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**ANNUAL BUDGET AUTHORITY.** The maximum annual payment by HUD to a PHA for a funding increment.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

**ANNUAL INCOME.** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT.** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**BUDGET AUTHORITY.** An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

**CERTIFICATE.** A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

**CERTIFICATE PROGRAM.** Pre-merger rental certificate program.

**CHILD CARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

**COMMON SPACE.** In shared housing: 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 the HQS for congregate housing.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.

**CONTIGUOUS MSA.** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

**CONTINUOUSLY ASSISTED.** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

**COOPERATIVE.** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has

the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

**COVERED FAMILIES.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**DISABLED PERSON.** See Person with Disabilities.

**DISPLACED PERSON/FAMILY.** A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

**ELECTRONIC FUNDS TRANSFERS** is the transferring of funds from one bank savings or checking account to another account.

**ELDERLY FAMILY.** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**ELDERLY HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBILITY INCOME.** May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the administrative Plan, which is approved by HUD.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCEPTION RENT.** In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an area if HUD finds such variations are necessary due to unusually high or low family incomes.

**FAIR HOUSING ACT.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

**FAIR MARKET RENT (FMR).** The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register.

**FAMILY.** "Family" includes but is not limited to:

- A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- An elderly family;
- A near-elderly family;
- A displaced family
- The remaining member of a tenant family; and
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

("Family" can be further defined by the PHA).

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or service person" when:

- The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
- The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY RENT TO OWNER.** In the voucher program, the portion of the rent to owner paid by the family.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FAMILY SHARE.** The amount calculated by subtracting the housing assistance payment from the gross rent.

**FAMILY UNIT SIZE.** The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

**FMR/EXCEPTION RENT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

**FUNDING INCREMENT.** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**GROSS FAMILY CONTRIBUTION.** Changed to Total Tenant Payment.

**GROSS RENT.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

**GROUP HOME.** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**HAP CONTRACT.** (See Housing Assistance Payments contract.)

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a PHA. The total assistance payment consists of:

- A payment to the owner for rent to owner under the family's lease.
- An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.



**HOUSING ASSISTANCE PAYMENTS CONTRACT.** (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN.** (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD.** The Department of Housing and Urban Development.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INDIAN.** Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

**INITIAL PHA.** In portability, the term refers to both:

- A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

- A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**INITIAL PAYMENT STANDARD.** The payment standard at the beginning of the HAP contract term.

**INITIAL RENT TO OWNER.** The rent to owner at the beginning of the HAP contract term.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**JURISDICTION.** The area in which the PHA has authority under State and local law to administer the program.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LARGE VERY LOW INCOME FAMILY.** Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

**LEASE.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LEASE ADDENDUM.** For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

**MANUFACTURED HOME.** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

**MANUFACTURED HOME SPACE.** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MERGER DATE.** October 1, 1999.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances or Adjusted Income.

**MONTHLY INCOME.** 1/12 of the Annual Income.

**MUTUAL HOUSING.** Included in the definition of COOPERATIVE.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

**NEGATIVE RENT.** Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

**NET FAMILY ASSETS.** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NET FAMILY CONTRIBUTION.** Former name for Tenant Rent.

**NON CITIZEN.** A person who is neither a citizen nor a national of the United States.

**OCCUPANCY STANDARDS.** [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OVER-FMR TENANCY (OFTO).** In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

**PAYMENT STANDARD.** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

**PERSON WITH DISABILITIES.** A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

**PHA PLAN.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

**PORTABILITY.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

**PREMISES.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**PRIVATE SPACE.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**PROCESSING ENTITY.** Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

**PROGRAM.** The Section 8 tenant-based assistance program under 24 CFR Part 982.

**PROGRAM RECEIPTS.** HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

- A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):
- Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or
- For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

**REASONABLE RENT.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

**RECEIVING PHA.** In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertification.

**REGULAR TENANCY.** In the pre-merger certificate program: A tenancy other than an over FMR tenancy.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RENT TO OWNER.** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**RESIDENCY PREFERENCE.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

**RESIDENCY PREFERENCE AREA.** The specified area where families must reside to qualify for a residency preference.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

**RESPONSIBLE ENTITY.** For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECTION 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

**SECURITY DEPOSIT.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SERVICE PERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SHARED HOUSING.** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

**SINGLE PERSON.** A person living alone or intending to live alone.

**SPECIAL ADMISSION.** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

**SPECIAL HOUSING TYPES.** See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The husband or wife of the head of the household.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

- Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
- Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
- Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
- A Public Housing Project.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**SUBSTANDARD UNIT.** Substandard housing is defined by HUD for use as a federal preference.

**SUSPENSION/TOLLING.** Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions, the PHA administrative plan must describe how the PHA determines whether to grant extensions, and how the PHA

determines the length of any **TENANCY ADDENDUM**. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

**TENANT.** The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

**UNIT.** Residential space for the private use of a family.

**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UNRESTRICTED NET ASSETS (UNA) (Formerly Administrative Fee Reserve and/or Operating reserve).** Account established by PHA from excess administrative fee income. The unrestricted net assets must be used for housing purposes.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**UTILITY REIMBURSEMENT.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS.** (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he



learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**VOUCHER (rental voucher).** A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**VOUCHER HOLDER.** A family holding a voucher with an unexpired term (search time).

**VOUCHER PROGRAM.** The Housing Choice Voucher program.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WAITING LIST ADMISSION.** An admission from the PHA waiting list.

**WELFARE ASSISTANCE.** Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

**WELFARE RENT.** This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

- If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
- If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

**WELFARE-TO-WORK (WTW) FAMILIES.** Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

### **C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS.** The documents which must be submitted to evidence citizenship or eligible immigration status.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

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

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

**ADDENDUM A**

**HOUSING CHOICE VOUCHER PROGRAM**

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**HOMEOWNERSHIP PLAN**



**RESOLUTION NO.         #6594**  
**Board Approved:         April 16, 2015**

## HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

[24 CFR 982.625 through 982.643]

### **15-VII.A. OVERVIEW [24 CFR 982.625]**

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the Housing Choice Voucher (“HCV”) program. The PHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

There are two forms of homeownership assistance a PHA may offer under this option: monthly homeownership assistance payments, or a single down payment assistance grant. PHAs may choose to offer either or both forms of homeownership assistance, or choose not to offer either

There is only one form of homeownership assistance currently available that the Metropolitan Housing Alliance (“MHA”) offers at this time and it is the *monthly homeownership assistance payment*.

MHA may offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of MHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. MHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability.

MHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. MHA will review request for reasonable accommodations and may approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Criteria to be used to demonstrate MHA capacity:

- MHA requires the financing for purchase of a home under its Section 8 homeownership program complies with secondary mortgage market requirements; or complies with generally accepted private sector underwriting standards.
- MHA reserves the right to impose additional criteria on the financial instruments, depending on family circumstances or changes in the homeownership market.

MHA HCV Homeownership Program is designed to expand homeownership opportunities for voucher participants. This program will assist HCV participants to transition from rental assistance to homeownership using their voucher assistance.

The HCV Homeownership Program is now available to all voucher holders who meet the minimum qualifications set forth in this plan and who have the ability to independently secure

a mortgage loan. The number of participants served through the HCV Homeownership program is currently limited to the parameters set forth in MHA Housing Agency Plan.

### **Housing Choice Voucher Rules Apply**

With the exception of unique eligibility and “family obligation” procedures identified elsewhere in the chapter, MHA, will administer the HCV Homeownership program in accordance with all the policies and procedures contained in the HCV Administrative Plan and 24 CFR Part 982.

### **15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]**

The family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The non-disabled/non-elderly/elderly family must meet the Federal minimum income requirement of \$14,500. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. MHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not MHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit. Welfare assistance cannot be used to determine the minimum income requirement for a non-elderly/non-disabled family.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option

- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family has had no family-caused violations of HUD's Housing Quality Standards ("HQS") within the past year.
- The family does not owe any money to MHA.
- The family has not committed any serious or repeated violations of a MHA-assisted lease within the past year.
- The family is in good standing with all terms of the family obligations and has been so for at least one year.
- An applicant must demonstrate a minimum down payment of at least three percent (3%) or more. One percent (1%) of the purchase price of the property must come from the family's personal resources.

### **General Requirements**

- Only current participants in the HCV rental program who have received assistance for at least one full year may apply for the homeownership program.
- An applicant must be in good standing with their landlord and MHA with regard to their family obligations and contracts.

The family must satisfy the prerequisite of being in "good standing" prior to receiving a Certificate of Eligibility for the homeownership program. For the purposes of the homeownership program, "good standing" is defined as meeting all of the conditions prior to and during the homeownership shopping period, as outlined below.

A landlord reference(s) indicating that during the prior year the family has an uninterrupted record of paying monthly rent in full and on time, and satisfactorily meets all other lease obligations, as documented on the *Homeownership Landlord Reference* form. All verifications will be completed via third-party written or oral communication with the applicant's landlord.

- Within the past year, the family has met all the HUD and MHA family obligations under the HCV program.
- Within the past year and throughout the homeownership shopping period, the family may not owe MHA or any other housing authority any outstanding debt nor enter into a repayment agreement. A participant may become eligible to apply for

the homeownership program on the first anniversary date of full payment of any debt, subject to meeting the other conditions of good standing.

An applicant must be a "first-time homeowner."

To qualify as a "first-time homeowner," the assisted family may not include any person with a "present ownership interest" in a residence during the three years before the commencement of homeownership assistance for the family. Cooperative membership shares acquired prior to the commencement of homeownership assistance are exempt from this rule. A single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse, is considered a "first-time homeowner."

Other conditions also apply to "first-time homeowner" definition:

- No family member may have a present ownership interest in a second residence while receiving homeownership assistance.
- If MHA determines that a disabled family requires homeownership assistance as a reasonable accommodation, the first-time homeowner requirement does not apply.
- MHA will not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

An applicant must demonstrate a minimum down payment of at least three percent (3%) or more. One percent (1%) of the purchase price of the property must come from the family's personal resources.

An applicant must meet the minimum income standards defined below:

- For a family whose head or co-head of household, spouse or sole member is an individual that experiences permanent disability, the standard is equal to the monthly Federal Supplemental Social Security Income (SSI) benefit for an individual (1- person) living alone (or paying his or her share of food and housing costs) multiplied by twelve.
- For non-disabled or elderly families, the minimum income standard is the state minimum wage multiplied by 2,000 hours ( $\$7.50 \times 2000 = \$15,000$ .) This standard as a MHA option is greater than the HUD minimum income requirement.

For purposes of program eligibility, welfare assistance may only be counted as income in cases where the applicant meets the definition of an elderly or disabled family.

If a family has a minimum income equal to or greater than the Federal minimum wage multiplied by 2,000 hours ( $\$14,500$  as of July 24, 2009) but less than the state minimum wage multiplied by 2,000 hours, the family will meet the minimum income requirement if the

family can demonstrate it has located a PHA approvable unit and has secured PHA approvable financing for that unit and meets all other program requirements.



An applicant shall be considered to have satisfied the lender requirement if the family can demonstrate that it has been pre-qualified or pre-approved for financing with an acceptable loan product. The pre-qualified or pre-approved financing amount must be sufficient to purchase housing that meets Housing Quality Standards (HQS).

### **15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]**

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. If MHA limits the number of families that may participate in the homeownership option, MHA must establish a system by which to select families to participate.

#### **MHA POLICY**

MHA has not designated a specific amount of Vouchers to the HCV HO Program, however, MHA will adjust the program to the number of vouchers available in the market, qualified families, need, and administrative resources. Families who are on or near graduation in MHA's Family Self-Sufficiency program or have graduated from the FSS program will be given preference over other families. Within preference and non-preference categories, families will be selected according to the date and time of their application for participating in the homeownership option approved by MHA. All families must meet eligibility requirements as defined in Section 15-VII.B of this plan.

### **APPLICATION PROCESS**

Applicants may contact the HCV Program Administrator or a Housing Specialist to receive information about HCV Homeownership Program and a *Homeownership Application*.

#### **Application Form**

An applicant must complete and submit the *Homeownership Application* to the HCV Program Administrator for review. The application includes information on income, assets, obligations, and family composition.

#### **Application Attachments**

1. Documentation of attendance at an MHA HomeChoice Pre-Purchase Housing Seminar. City Neighborhood Housing Services and Town Neighborhood Housing Services are partner agencies and will be available to provide one-to-one counseling services specifically targeted for home buyers. A certificate of attendance for HomeChoice must be attached to the pre-qualification application.
2. A current bank statement verifying \$1,000 in savings designated toward the one percent (1%) of personal funds down payment requirement. Applicants must document a three percent (3%) down payment with the mortgage lender prior to closing.
3. An MHA *Employment Verification* form.
4. A signed *Homeownership Landlord Verification* form.
5. If applicable, a verification of disability, if not on file.
6. The applicant must document household composition for all individuals who will reside in the household.

## **APPLICATION REVIEW**

Upon receipt of a HCV *Homeownership Application*, the HCV Program Administrator determines whether an applicant meets the eligibility criteria for the program. The application review will include:

1. Evaluation of family composition and HCV rental status.
2. Review of income, savings, and disability documentation.
3. Verification that the applicant is in compliance with all lease provisions using MHA *Landlord Reference* form.
4. Evaluation of employment history.

All documentation is subject to independent verification by MHA program staff. The Program Administrator will review the file for discrepancies or omissions. If, at any time throughout the process, the Program Administrator sees a discrepancy in reported income, assets, or family share, he/she shall report it to the Housing Program Specialist (HPS). The HPS shall perform an interim reexamination, resolve whether further action is necessary, and report the outcome to the Program Administrator.

- If in the course of a loan application, a loan originator, or other third party, document income not previously reported to MHA, MHA will conduct an interim reexamination of income. Should the reexamination result in a debt or proposed repayment agreement, MHA shall retain sole discretion to withdraw the *Certificate of Eligibility* subject to the outcome of any grievance procedure related to the income discrepancy. The participant family must remain on the HCV program for an additional year, in good standing, before MHA may re-issue a *Certificate of Eligibility*.

## **DETERMINING "MORTGAGE READY" APPLICANTS**

Applications for homeownership are date-stamped. Complete applications -those with all necessary attachments in place - are placed on a waiting list in order of date and time received.

A *Certificate of Eligibility* is awarded on a first-come, first-served, basis after a participant is determined eligible and "mortgage ready."

The *Certificate* contains an estimate of the amount of HAP available to the family. This estimate is useful to the applicant and lender when determining the housing and debt ratios.

## **Incomplete Applications**

Incomplete applications will not be reviewed and will be returned to applicants for completion. A checklist of application deficiencies will be attached to the incomplete application. Participants must correct all deficiencies noted on the checklist and resubmit the checklist, complete application, and attachments, for additional consideration. Applications that are returned for incompleteness will be re-stamped and dated when they are returned complete.

### **Homeownership Counseling**

MHA will provide homeownership counseling prior to application, after a *Certificate of Eligibility* is issued, and post-purchase counseling. An HCV applicant must attend and satisfactorily complete MHA *HomeChoice* counseling program. The counseling program covers the topics listed below. Applicants who MHA determines are not yet "mortgage ready" may be required to obtain additional information/counseling on any of the following issues:

1. Is homeownership right for you?
2. Special needs of disabled home buyers/fair housing issues;
3. Budgeting and money management;
4. Credit counseling;
5. How to negotiate the purchase price of a home;
6. How to obtain homeownership financing and loan pre- approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
7. How to find a home, including information about homeownership opportunities, schools, and transportation services in the area;
8. Information about the Real Estate Procedures Act, State and Federal truth-in- lending laws, and how to identify and avoid loans with oppressive terms and conditions;
9. Home maintenance;
10. Taxes, proration of taxes if assisted by the program;
11. Inspection criteria, HQS requirements, special requirements in the contract for sale;
12. Voucher, eligibility, and continuous eligibility requirements;
13. Post purchase counseling.

### **CERTIFICATE OF ELIGIBILITY**

MHA shall use a priority mechanism to ensure a fair and equitable selection of new applicants. Upon securing a sufficient number of applicants to ensure full utilization of the program, MHA shall resort to its traditional use of priority and then date and time of application.

- The priority is established with Board of Directors' approval and is limited to the initial admissions process. A sufficient window of opportunity shall exist to ensure equal representation of eligible applicants within the priority pool.
- Priority will be given in the following order:
  1. Families that have graduated from the FSS program and meet the HCV HO eligibility requirements
  2. Families that have verified that they meet the eligibility requirements and are acceptable for lender/loan requirements by a qualified lender with qualified loan products
  3. All other eligible families
  4. Other families that are participating to achieve eligibility

If the HCV Program Administrator determines that a family meets minimum eligibility criteria, he/she may issue a Certificate of Eligibility to enable the applicant to shop for a home purchase. The Program Administrator will deliver the Certificate of Eligibility and a copy of the Homeownership Application to the participant. These documents will assist the applicant in determining the maximum sales price and loan amount in the pre-qualification process in conjunction with their lender.

Whenever an opening occurs in the program, MHA will select the next available applicant for an intake interview. The Program Administrator will interview the applicant to ensure that all the information contained in their Homeownership Application is current and that the applicant is eligible for homeownership.

The issuance of a Certificate of Eligibility does not guarantee that a participant will have the ability to secure a homeownership loan. Other considerations such as the housing market, an applicant's credit history, total indebtedness, and current income will be factors that will determine a participant's ability to secure a home mortgage. All participants will qualify independently through a mortgage lender of their choice.

#### **Changes in Family Size or Composition**

All changes in family composition must be reported prior to the change to the Housing Program Specialist and the HCV Homeownership Program Administrator. The Certificate of Eligibility will reflect the applicable subsidy standard MHA assigns to the family based upon the family's size and composition.

#### **Changes in the Payment Standards**

The payment standard applicable on the date of closing establishes the baseline payment standard for the unit. If the payment standard changes after an offer to purchase has been made, but prior to closing, the payment standard applicable on the date of closing applies. MHA will reissue a revised Certificate of Eligibility effective on the effective date of the new payment standard.

Occasionally, a buyer and seller may execute an Earnest Money Agreement prior to a decrease in payment standard, with the closing taking place after the effective date of a decreased payment standard. For families whose head of household, spouse or co-tenant experiences permanent disability, MHA may request HUD approval to use the payment standard in effect on the date the Earnest Money Agreement was fully executed if the new, decreased, payment standard would jeopardize the sales agreement. This may only occur as a reasonable accommodation to a disabled household.

#### **15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]**

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
  1. A public housing or Indian housing unit;

2. A unit receiving Section 8 project-based assistance;
  3. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
  4. A college or other school dormitory;
  5. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be under construction or already exist at the time the family enters into the contract of sale.
  - The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
  - The unit must have been inspected by the PHA and by an independent inspector designated by the family.
  - The unit must meet Housing Quality Standards (see Chapter 8).
  - For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.
  - For PHA-owned units all of the following conditions must be satisfied:
    1. The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
    2. The unit is not ineligible housing;
    3. The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

MHA must not approve the unit if MHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

If the family does not own fee title to the real property on which the home is located, the family must have the right to occupy the site for a period of at least forty (40) years and the home must have a permanent foundation.

A Unit can be under construction at the time a family enters into the contract of sale. A unit is considered to be "under construction" if the footers have been poured. MHA will not commence Housing Assistance Payments until the unit has satisfactorily passed an HQS and independent inspections and meet all other program requirements.

For MHA-owned units all of the following conditions must be satisfied:

- MHA informs the family, both orally and in writing, that the family has the right to

purchase any eligible unit and a MHA-owned unit is freely selected by the family without MHA pressure or steering;

- The unit is an eligible housing unit;
- MHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any MHA provided financing. All of these actions must be completed in accordance with program requirements. MHA will obtain the services of a neighboring PHA or other independent HCV administering agency to perform these services, so long as the independent agency is operating a HCV Program.

For units not yet under construction. Families may enter into contracts of sale for units not yet under construction at the time the family enters into the contract for sale. However, the PHA shall not commence homeownership assistance for the family for that unit, unless and until:

(1) Either:

- (i) The responsible entity completed the environmental review procedures required by 24 CFR part 58, and HUD approved the environmental certification and request for release of funds prior to commencement of construction; or
- (ii) HUD performed an environmental review under 24 CFR part 50 and notified the PHA in writing of environmental approval of the site prior to commencement of construction;

(2) Construction of the unit has been completed; and

(3) The unit has passed the required Housing Quality Standards (HQS) inspection and independent inspection.

#### **15-VI.E. ADDITIONAL MHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]**

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. MHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by MHA, MHA may provide additional time for the family to search. Documentation requesting the additional time must be provided by the family.

At the time the Certificate of Eligibility is issued, the family is placed in "home shopping status." The family has 180 days to locate and make an offer on a home, and secure a prequalification letter from their lender. The Program Administrator may recommend three additional 30 day extensions not to exceed a total of 270 home shopping days.

During a participant's search for a home, their housing choice voucher rental assistance shall continue. The participant family remains subject to all applicable rules and regulations.

- Applicants must submit housing choice progress reports every 30 days to document progress toward homeownership.

Six progress reports will be included with the Certificate. If a participant family is unable to locate and purchase a home within the timeframe approved by MHA, the family may continue to receive rental assistance through their Housing Choice Voucher.

- The family may not re-apply for the Homeownership Program until they have completed an additional full year of participation in the rental program following the expiration date of the Certificate of Eligibility.

MHA may require additional homeownership counseling prior to issuance of a second Certificate of Eligibility. The participant must meet all other eligibility criteria of the program at the time of resubmission.

#### MHA POLICY

All requests for extensions must be submitted in writing to MHA prior to the expiration of the period for which the extension is being requested. MHA will approve or disapprove the extension request within 10 business days. The family will be notified of MHA's decision in writing.

If the participant family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be allowed to lease a unit and remain in the rental program, so long as they are still in good standing with the program.

Following the purchase, MHA will conduct an HQS inspection to determine if reasonable accommodations still exists or if there is a complaint, or reason to believe that the unit is not HQS compliant or resident is compliance with the program.

#### **15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]**

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by MHA. MHA or its counseling partner will required as a minimum the following pre-assistance counseling program:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of

- different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
  - Advantages of purchasing a home in an area that does not have a high concentration of low- income families and how to locate homes in such areas;
  - Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
  - Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

MHA will adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families. MHA will further require families to attend one-on-one counseling to make sure they understand the obligations and are fully prepared to become homeowners.

MHA or its counseling partner will offer additional counseling after commencement of homeownership assistance (ongoing counseling). This is part of the program and attendance remains a participant's obligation in order to continue to be assisted by MHA.

If MHA does not use a HUD-approved housing counseling agency to provide the counseling, MHA will ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

#### MHA POLICY

MHA will require all families to attend and complete post-purchase ongoing homeownership counseling.

All families wishing to participate in the Homeownership Program must complete a minimum of the regular eight hours of pre-purchase homeownership counseling and any individually required counseling sessions.

### **15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER [24 CFR 982.631]**

#### **Home Inspections**

The PHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

HUD regulations require a home inspection by an approved independent, professional home inspector. The family is required to select and pay for a home inspector to identify any physical defects and determine the condition of the major building systems and components.



The buyer and MHA must receive a written report of this examination describing the observable major defects, required repairs and/or accessibility modification requirements.

The inspector shall also be acceptable to the local lending institutions. In all cases the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The unit must pass a termite or wood destroying organism report and any other requirements as determined by the State.

The independent inspector may not be a MHA employee or contractor, or other person under control of MHA. However, MHA has established standards for qualification of inspectors selected by families under the homeownership program.

MHA and the family will discuss the results of the inspection and determine if any pre-purchase repairs are necessary. MHA may disapprove the unit for purchase based on the results of the independent or HQS inspection.

#### MHA POLICY

When a family locates a home they wish to purchase and submits a copy of their purchase offer/contract, MHA will conduct a housing quality standards (HQS) inspection within 10 business days. Any items found not to meet HQS must be repaired before the unit can be determined eligible for the homeownership program and before the closing date.

MHA will also require a home inspection as required by HUD. The family must hire an independent professional inspector, whose report must be submitted to MHA for review. The inspector must be a member of the American Society of Home Inspectors (ASHI) or other recognized professional society, or a licensed engineer, or a standard that is readily accepted by the local lending community that is participating in the HCV Homeownership Program. The inspector may not be a MHA employee.

MHA will review the professional report in 5 days and based on the presence of major physical problems, MHA may disapprove the purchase of the home. If MHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval.

#### **Contract of Sale**

Eligible homes must be located within the boundaries of the HCV Program. The seller cannot be an individual, company, or corporation who has been debarred, suspended, or is subject to a limited denial of participation by HUD or MHA. MHA may deny approval of a seller for any reason provided for disapproval of an owner under the voucher rental program regulations.

Before commencement of homeownership assistance, the homeownership applicant must enter into a contract of sale, or earnest money agreement, with the home seller.

- MHA will provide the buyer with an *Addendum to the Residential Purchase*

*Agreement.* Both the buyer and seller must execute the earnest money agreement and *Addendum*.

The *Addendum to the Residential Purchase Agreement* shall contain the following provisions:

1. Specify price and other terms of sale by the seller to the purchaser.
2. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser and MHA.
4. Provide that the purchaser is not obligated to pay for any necessary repairs.
5. Specify that an HQS inspector be granted access to the property to perform an HQS inspection prior to closing. Homeownership assistance is contingent on satisfactory inspections by both inspectors and subject to approval by MHA.
6. Specify that the seller has not been debarred, suspended, or subject to a limited denial of participation in a HUD program under 24 CFR.
7. Specify that before Buyer is obligated under any contract to purchase Property, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

The *Addendum to the Residential Purchase Agreement* shall contain the following provisions if the unit is not yet constructed:

1. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.
2. The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Conduct of the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.

Commencement of construction in violation of either of the above two provisions voids the purchase contract and renders homeownership assistance under 24 CFR part 982 unavailable for purchase of the unit.

### **Disapproval of a Seller**

In its administrative discretion, MHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

## **15-VII.H. FINANCING [24 CFR 982.632]**

It is the responsibility of the family to secure financing for the home purchase. The issuance of the Certificate of Eligibility does not guarantee that a family has the ability to secure financing for a home purchase. The Program Administrator and/or partner agencies will provide guidance to potential home buyers to ensure they avail themselves of various down payment assistance programs, optimum loan packages, mortgage interest rates, and ways to avoid predatory lending practices.

MHA demonstrates its capacity to administer the HCV Homeownership program by requiring the financing to purchase a home either be provided, insured, or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

### **Down Payment Requirement**

The purchasing family is required to invest at least three percent (3%) of the purchase price of the home. This investment can take the form of a down payment, closing costs, or a combination of the two. Of this sum, at least one percent (1%) of the purchase price must come from the family's personal resources.

If the family is an FSS graduate, the FSS escrow may be used to meet 50% of the down-payment and closing costs contribution requirements established by MHA.

The buyer may acquire financing through any MHA approved lender. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.

Qualified participants may use the value of rental assistance as a form of "income" to help them qualify for a mortgage. Their assistance may be applied directly against their mortgage payment, therefore enabling a borrower to qualify for a home purchase.

There is no prohibition against using local/state grants or other subsidized financing in conjunction with the Housing Choice Voucher Homeownership Program. The program can be combined with a variety of mortgage loan products and other HUD programs to assist a potential home buyer in achieving the most favorable interest rate and terms of purchase.

### **Lending Partners**

MHA may not influence a family's choice of lending options by limiting the use of homeownership assistance to particular units, neighborhoods, developers, lenders or require a family to use a set financing approach. However, HUD encourages MHA to develop partnerships with lenders to better serve the needs of families. MHA will counsel the family to avoid predatory lenders or lending practices. MHA will honor any financing package that arises from any lending product approved by the FHA.

### **Underwriting Options**

The following underwriting options are suggested under this program. The lender will

decide upon the option based upon income and borrower qualifications determined on a case-by- case basis by the lender, and dependent upon the specific loan products utilized.

Option One: Deduct HAP from Principal. Interest. Taxes & Insurance (PIT!)

The borrower's HAP is applied directly to the PITI, and the housing debt to income ratio is calculated on the "net housing obligation" of the borrower.

Option Two: Add HAP to Borrower's Income

Calculate total income as a combination of the tax-exempt HAP (grossed up by 25%) and the borrower's income from employment using underwriting ratios specific to the loan product being used.

Option Three: Two Mortgage Approach

Borrower qualifies for the first mortgage (PITI) using only earned income. The HAP is used to pay the full P&I for a second mortgage.

**Loan Restrictions**

Mortgages with balloon payments, interest only, or variable interest rates are not allowed under SRA's program. The buyer may not enter into a seller financing or lease-purchase agreement under this program.

MHA reserves the right to review lender qualifications and the loan terms before authorizing homeownership assistance. MHA may disapprove proposed financing of the debt if MHA determines that the debt is unaffordable. In making this determination, MHA will take into account family expenses such as child care, un-reimbursed medical expenses, homeownership expenses, and other family expenses, in addition to the participant's income. Independent of the lender's requirements, MHA has established a criteria that the family cannot have a family share in excess of 45% of the monthly adjusted income at the time of the initial closing.

MHA must approve any proposed refinancing of the property. MHA staff will review all requests for refinancing.

- Refinancing the property, without prior written approval from MHA, may result in termination of the HCV Homeownership assistance.

In making its determination, MHA will take into account the reason(s) for the request to refinance, as well as the current assets and liabilities of the family, and how the refinancing will impact the total tenant payment. Homeownership assistance may continue if refinancing is approved, but will be limited to the remaining term based on the initial mortgage loan.

MHA has established requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt.

## MHA POLICY

As a check against predatory lending, MHA will review the financing and refinancing of each purchase transaction, including estimated closing cost. MHA will not approve loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates. MHA will not approve any loans that contain predatory practices. MHA also will not approve "seller financing" or "owner held" mortgages. Beyond these basic criteria, MHA will rely on the lenders or the secondary market to determine the loan that will be affordable to program participants.

### **15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

#### **Continuous Reporting Requirements**

MHA will reexamine the family's income and composition on an annual basis.

After purchase of the home, the family must continue to adhere to the "HUD Statement of Homeowner Obligations" and MHA *Statement of Family Obligations* in order to continue to receive the monthly housing assistance payment. MHA *Statement of Family Obligations* will be reviewed by the family and signed at each annual reexamination.

A new *Certificate of Housing Assistance Payment* must be issued prior to any change in the housing assistance payment. Non-elderly and non-disabled families are required to annually document continued compliance with the full-time work requirement of the program by annual completion of the *Homeownership Work Certification*.

A family must disclose all changes in income within thirty (30) business days of the change and at the annual reexamination. Failure to disclose or accurately report changes will jeopardize a family's continued participation in this program. A family may not add an adult household member without prior MHA approval. MHA will deny admission to any individual who would otherwise not qualify for admission to the program due to criminal history, drug related history, or registry on a sex-offender list.

Participant must agree to attend post-purchase counseling sessions in conjunction with acceptance into this program to continue to receive assistance. MHA may require families who become delinquent on their mortgage payments to participate in additional homeownership and/or credit counseling classes.

MHA may deny or terminate assistance for violation of participant obligations as described in the "HUD Statement of Homeowner Obligations", *MHA Statement of Family Obligations*, or other program obligations.

### **Continuous Employment Obligations**

- The applicant head of household or spouse must remain continuously employed (no less than 30 hours per week) while participating in the program.
- Part-time employment by both parties, totaling over 30 hours per week, does not constitute full-time employment by either party.

### **Mitigating Circumstances**

If a working family is subsequently determined by MHA to now qualify as a "disabled family," as defined by HUD, the full-time employment requirement is no longer applicable to that family.

MHA will consider mitigating circumstances where certain lapses in employment prohibit the family from meeting its continuous employment obligation. These include receipt of Unemployment Insurance Benefits due to layoff; absences defined under the Family Medical Leave Act; receipt of Workman's Compensation benefits.

MHA will allow week-for-week substitutions whenever of any of these benefits are received.

The participant must return to full-time employment within 30 days after exhaustion of unemployment benefits. Failure to return to full-time employment (30 hours per week) within 30 days will generate a 60-day *Notice to Correct*. Failure to correct will result in a correctable 30-day *Notice of Termination*.

A participant who is employed but is on leave from work due to maternity leave, FMLA or is receiving Workman's Compensation, is exempt from the full-time employment requirement during the period of approved leave from work. A participant must return to full-time employment within 30 days after exhaustion of applicable benefits. Willful failure to return to full-time employment (30 hours per week), after 30 days, will generate a 60-day *Notice to Correct*. Failure to correct will result in a correctable 30-day *Notice of Termination*.

Consideration of other mitigating circumstances is at the discretion of a local Area Coordinator recommendation to the HCV Program Administrator. The Program Administrator will review any additional mitigating circumstances that prevent a participant's return to full-time employment within the time frames allotted. Determinations of the review are made on a case-by-case basis. The decisions are subject to final approval by the Director.

### **Guests and Changes in Family Composition**

All changes in family composition must be reported to the Housing Program Specialist.

All new family members must be approved as eligible residents before moving into the residence. Family guests are permitted for a period not to exceed 30 days in any calendar year. MHA may consider persons who exceed the 30 day occupancy limit, or who use the residence as a personal mailing address, unauthorized family members. The family may be in violation of their family obligations and MHA may take appropriate action up to and including termination of assistance.

The family must also comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b).
- The family must, at annual reexamination, document that the family is current on mortgage, insurance, escrow accounts, repair reserve account, and utility payments.
  - The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
  - The family must notify the PHA before moving out of the home.
  - The family is prohibited from moving more than one time in a one (1) year period. The family may be required to participate in pre- and post-purchase homeownership counseling prior to re-housing.
  - The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
  - No family member may have any ownership interest in any other residential property.
  - The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).
  - Agree to maintain the condition of the home to comply with minimum HUD Housing Quality Standards (HQS).
  - Acknowledge that the termination of assistance shall be in accordance with program requirements and the Administrative Plan.
  - Acknowledge that the family is obligated for the whole mortgage payment in the event of termination of assistance.

- Disclose any and all changes of family composition and family income immediately to MHA.
  - Agree that the family must immediately notify MHA of any late payment, delinquency notices, or default notices and must agree to participate in default counseling with a designated agency to become current.
  - Agree to attend any identified financial, homeowner or post purchase counseling during time of assistance.
- MHA requires the family to maintain a minimum reserve for maintenance and major repairs. The minimum reserve shall be equal to the monthly reserve amounts times the number of months assisted as a homeowner less any MHA approved withdraws.

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to MHA the HCV homeownership assistance for the month when the family moves out.

#### **15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]**

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.



Upon the death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue, pending settlement of the decedent's estate. The home must be solely occupied by remaining family members in accordance with 24 CFR 982.551(h).

For a nonelderly/nondisabled family, the total homeownership assistance received by a family, whether on different homes or through different public housing agencies, cannot exceed the eligible term of assistance based on the of the initial mortgage loan. If the family has received such assistance for different homes, or from different MHA, the total of such assistance terms is subject to the maximum term described in this part.

#### **15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]**

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

The family is responsible for all monthly homeownership expenses not reimbursed by the housing assistance payment. Homeownership expenses include:

- principal and interest on the initial mortgage debt and any refinancing of such debt;
- any mortgage insurance premium incurred to finance the purchase of the home;
- real estate taxes and public assessments on the home;
- home insurance;
- cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association;
- the land lease for land where the home is located;
- MHA allowance for maintenance expenses;
- MHA allowance for costs of major repairs and replacements;
- MHA utility allowance for the home; and
- principal and interest on debt incurred to finance major repairs, replacements or improvements on the home.

For an individual with disabilities, such debt may include those costs incurred by the family to make the home accessible.

#### **MHA POLICY**

MHA housing assistance payment will be paid directly to the family or to the lender, if required by the lender. If paid to the family, it will be the family's responsibility to make the entire payments to the lender. MHA may make the exception if the family requests the payment to go directly to the lender, and this arrangement is acceptable to the mortgage company. If the assistance payment exceeds the amount due to the lender, MHA must pay the excess directly to the family. The family, at its option, can also place these funds in an escrow account that can be used for repairs or other homeownership expenses.

Monthly maintenance allowance: The monthly maintenance allowance will be the annual maintenance allowance, divided by twelve. The annual maintenance allowance will be set at \$600 at this time, subject to future adjustments.

Monthly major repair/replacement allowance: The monthly major repair/replacement allowance will be the annual major repair/replacement allowance divided by 12. The annual major repair/replacement allowance will be set at \$600 at this time, subject to future adjustments.

Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- MHA allowance for maintenance expenses;
- MHA allowance for costs of major repairs and replacements;
- MHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if MHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

#### **15-VIII. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]**

MHA will permit portability of HCV homeownership assistance to another jurisdiction subject to MHA policies governing portability. The receiving jurisdiction must operate a HCV Homeownership Program for which the applicant qualifies and it must be willing to administer new homeownership families. In order to remain eligible for the program, the participant must sell the current home purchased under the HCV Homeownership Program and incur no mortgage default.

MHA will also accept families from another HCV Homeownership Program subject to MHA admission requirements for the homeownership program. It will administer the voucher if approved for homeownership.

Subject to the restrictions on portability included in HUD regulations and MHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program, or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

#### **15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]**

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

MHA will deny permission to move to a new unit with continued voucher assistance as follows:

- Lack of funding to provide continued assistance.
- At any time, MHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with MHA's policy regarding number of moves within a 12-month period.

MHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

#### **MHA POLICY**

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with MHA policies stated in Chapter 12.

MHA will not require additional counseling of any families who move with continued assistance.

#### **15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]**

A family's homeownership assistance may be terminated if a family fails to comply with its obligations under the HCV Homeownership Program or if the family defaults on the mortgage.

### **Failure to Comply with Homeowner Obligations**

The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide MHA with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; notification of the family's household composition and income and homeownership expenses on an annual basis; and any notice of mortgage default received by the family. Except as otherwise specified in this plan, the family may not convey or transfer the home to any entity or person.

Homeownership assistance may be denied or terminated in accordance with any of the provisions listed at 24CFR 982.638 and/or MHA requirements.

### **Occupancy of Home**

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, MHA will not continue homeownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse MHA for homeownership assistance paid for the month the family moves out.

### **Family Requests a Return to Rental Assistance**

If a family requests to return to rental assistance, MHA may provide the family with a rental voucher, provided there is no mortgage loan default and the family has met all obligations under the HCV Program. The family must sell the home before MHA provides rental assistance.

At any time, MHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

MHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633. MHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

### **MHA POLICY**

MHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations, as well as for any of the reasons listed in the Statement of Homeownership Obligation Housing Choice Voucher Homeownership Program.

In making its decision to terminate homeownership assistance, MHA will consider alternatives as described in Section 12-IIC and other factors described in Section 12-II D. Upon consideration of such alternatives and factors, MHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-II.E.

#### **15-VII.O.DEFAULT**

If a family defaults on a mortgage, MHA may permit the family to move with continued assistance. The family must demonstrate that it has conveyed title of the home to the lender, or its designee, and moved from the home within the period established and approved by the lender and MHA [CFR 24 982.638(d)]. Any decision to approve or deny rental assistance is based on HCV rental program policies and procedures addressed in MHA Administrative Plan.

A family is ineligible for future homeownership assistance.

#### **MHA POLICY**

If the family defaults on the home mortgage loan, the participant will not be able to use the homeownership voucher for rental housing but may reapply for the Section 8 waiting list, if the waiting list is open.

#### **15-VII.P.RECAPTURE**

##### **MHA Policy**

By regulation, MHA cannot recapture any of the HCV Homeownership assistance, unless there is an act of fraud or misrepresentation of a material fact. The HCV Homeownership recapture provision does not apply to any other program funds that may be used in the transaction.

#### **15-VII.Q.INFORMAL HEARING [24 CFR 982.555]**

An informal hearing will be provided for participants who are being terminated from the Program because of the family's action or failure to act as provided in 24 CFR 982.552. The rules and procedures set forth in the Administrative Plan, entitled "Informal Hearings", will apply.

## **ADDENDUM B**

### **STUDENT ELIGIBILITY ADMISSION CRITERIA**

On December 30, 2005, the Department of Housing and Urban Development published a final rule (FR-5036-F-01), entitled, "Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937," implementing Section 327 of the Appropriations Act of Fiscal Year (FY) 2006. The final rule became effective January 30, 2006. The law and final rule require that if a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Housing Choice Voucher assistance, or the student's parents are, individually or jointly, ineligible for assistance, no Housing Choice Voucher assistance can be provided to the student.

This rule does not affect students residing in a Housing Choice Voucher assisted unit with their parents or reside with parents who are applying to receive Housing Choice Voucher assistance. It applies to students applying for or receiving assistance separately from their parents.

### **DEFINITIONS (IN THE CONTEXT OF THE STUDENT ELIGIBILITY RULE)**

- Dependent Child- Dependent child of an enrolled student. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or a person, who is under 18 years of age, or a person with a disability, or is a fulltime student.
- Student- Any student enrolled either full-time or part-time at an institution of higher education. Part-time students are not exempted.
- Parents- Biological parents, adoptive parents, or guardians.
- Veteran- a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

### **STUDENT ELIGIBILITY REQUIREMENT**

No assistance shall be provided to any individual who:

- Is enrolled as a student at an institution of higher education;
- Is under 24 years of age;
- Is not a veteran of the United States military;
- Is unmarried;
- Does not have a dependent; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act.

A student under the age of 24 who is not a veteran, is unmarried, and does not have a dependent child, may be eligible for assistance if the student and the student's parents (the parents individually or jointly) are income eligible. If it is determined that the parents are not income eligible, the student is ineligible to receive assistance.

## ADDENDUM C

### **Violence Against Women Act (VAWA)** *(Section 8(o)(7)(C) (D)(i)(ii) of the U.S. Housing Act of 1937)*

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse. VAWA refers to women in its title, the statute makes clear that the protections are for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, sexual orientation, or age.

Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.

The MHA may terminate assistance to or an owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

There is no limitation on the ability of the PHA 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.

Victims certifying as a victim under VAWA, will be provided a voucher to relocate. The Section 8 tenant-based regulations at 24 CFR 982.314 provide that a family or member of a family may move with continued assistance if the move is needed to protect the health and safety of the family or family member as a result of domestic violence, dating, violence, sexual assault, or stalking, or any family member has been the victim of a sexual assault that occurred on the premises during the 90- day period preceding the family’s request to move. This regulation provides that a PHA may not terminate assistance if a family moves with or without prior notification to the PHA because the family or member of the family reasonably believed they were in imminent threat from further violence (however, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-day period preceding the family’s move or request to move, is not required to believe that he or she was threatened with imminent harm from further



violence if he or she remained in the unit. Approved certification form (§ 5.2005(a)(1)(ii)): VAWA 2013 provides that an approvable certification form is one that: (1) States that an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking; (2) states that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for VAWA protection meets the requirements under VAWA; and (3) includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide. (See 42 U.S.C. 14043e-11(c)(3).)