

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



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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

1.1 HOUSING AUTHORITY MISSION STATEMENT

- A. 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.

1.2 LOCAL GOALS

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

1.3 PURPOSE OF THE ADMINISTRATIVE PLAN [24 CFR 982.54]

- A. 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.
- B. 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.
- C. This Administrative Plan is a supporting document to MHA Agency Plan, and is available for public review as required by CFR 24 Part 903.
- D. Applicable regulations include:
 - (1) 24 CFR Part 5: General Program Requirements
 - (2) 24 CFR Part 8: Nondiscrimination

(3) 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

1.4 RULES AND REGULATIONS [24 CFR 982.52]

- A. 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.
- B. 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.

1.5 UNRESTRICTED NET ASSETS [24 CFR 982.54(d)(21); PIH 2011-27]

- A. 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.

1.6 FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

- A. 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.
- B. 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.
- C. 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.
- D. 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.

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

1.7 REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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:
 - (1) A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

- (2) Rehabilitated former drug users and alcoholics are covered under the ADA.
 - (i) 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.
 - (ii) Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition.
 - (iii) Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.
- F. 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.
- G. 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.
 - (1) An undue administrative burden is one that requires a fundamental alteration of the essential functions of MHA (i.e., waiving a family obligation).
 - (2) 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. .
- H. MHA will provide a written decision to the person requesting the accommodation within a reasonable time.
- I. 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.
- J. Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices.
 - (1) A designee will be allowed to provide some information, but only with the permission of the person with the disability.
- K. All MHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

1.8 PRIVACY RIGHTS [24 CFR 982.551 and 24 CFR 5.212]

- A. 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.
- B. MHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.
- C. 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.
 - (1) The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration.
 - (2) All requests for access and granting of accommodations based on this information must be approved by the Executive Director's designee.
- D. MHA's practices and procedures are designed to safeguard the privacy of applicants and program participants.
- E. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.
- F. 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.

1.9 OUTREACH

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. MHA encourages participation and will actively recruit property owners of suitable units located outside areas of poverty or minority concentration.
- G. MHA maintains a list of units located in all neighborhoods that are available for the Section 8 Program and updates this list regularly.
 - (1) When listings from owners are received, they will be compiled and provided online, at MHA offices per request, and at briefings to applicants/participants looking for rental units.
- H. 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.

1.10 METHOD OF CONTACT

- A. In order to reduce paper and improve the response time to clients, MHA will use email as the preferred means of contact.
 - (1) MHA is not responsible for lost or delayed mail/email caused by another party.

1.11 SPECIAL PROGRAMS

- A. MHA administers vouchers from the Annual Contributions Contract.
 - (1) Some of these vouchers are reserved for Veteran Affairs Subsidized Housing (VASH).
 - (i) MHA fills the VASH vouchers through referrals from the local Veteran Affairs office.
- B. MHA also administers the following additional vouchers:
 - (1) Moderate Rehab Single Room Occupancy (SRO) referred to as "Elm Street"

- (i) Elm Street is a MHA-owned moderate rehab SRO property managed by a private management company that houses homeless individuals.
- (2) Mainstream Vouchers
 - (i) A sub-set of the Housing Choice Voucher program housing families that include a non-elderly person with a disability.
- (3) Project Based Vouchers
 - (i) Project Based Vouchers (PBVs) are vouchers designated to MHA owned properties and are managed by a private management company.
- C. Each program has specific guidelines that may differ from the original Section 8 Program. These differences are noted throughout the Administrative Plan.

Chapter 2

ELIGIBILITY FOR ADMISSION

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

2.1 ELIGIBILITY FACTORS *[982.201(b)]*

- A. To be eligible for participation and placement on the waiting list, an applicant must meet the following criteria:
- (1) An applicant must be a "family"
 - (i) 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.
 - (2) An applicant must be within the appropriate Income Limits
 - (i) Eligible household's income must not exceed the income limit at 80% of median income set by HUD.
 - (ii) PBV eligible household's income must not exceed the income limit for tax credit properties for PBV applicants. The income limit may differ for each PBV site.
 - (iii) MHA will not issue a voucher to eligible households that would pay 100% of the contract rent using HUD's rent calculations.
 - (3) An applicant must furnish all requested documents requested by MHA including but not limited to the following:
 - (i) Social Security Numbers for all family members. [24 CFR 5.216, 5.218, 5.233]. (a) 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. (b) 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.

(ii) Declaration of Citizenship or Eligible Immigrant Status and verification. 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.

(4) An applicant must meet the student rule. See Addendum B

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

2.2 TENANT SCREENING [24 CFR 982.307]

A. MHA will conduct HUD required screening for eligibility purposes only.

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

B. 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.

2.3. ILLEGAL DISCRIMINATION

A. MHA will advise families how to file a complaint if they have been discriminated against by an owner.

B. MHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

2.4. CHANGES IN ELIGIBILITY PRIOR TO LEASING

(1) 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.

(1) If the family reports a change in income after a pass inspection and before the lease is executed, MHA will recalculate eligibility using the change in income.

- (2) If the family reports a change in income after a pass inspection and after the lease is executed, MHA will complete the initial certification using the original income and complete an interim using the change in income.

Chapter 3

APPLYING FOR ADMISSION

[24 CFR 982.204]

3.1 ACCEPTING APPLICATIONS *[24 CFR 982.206, 982.54(d)(1)]*

- A. MHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.
- B. MHA uses a single waiting list for admission to its Moderate Rehab Program.
- C. MHA uses a single waiting list for admission to each project-based voucher site.
- D. MHA will advertise the opening of the waiting list 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.
 - (1) Information provided in the notice will include:
 - (i) The dates, times, and the locations where families may apply.
 - (ii) The program(s) for which applications will be taken.
 - (iii) A brief description of the program(s).
 - (iv) Limitations, if any, on who may apply.
 - (v) Closing date of the waiting list.
 - (vi) MHA address and telephone number.
 - (vii) Instructions for how to submit an application.
 - (viii) Information on eligibility requirements.
 - (ix) The availability of local preferences.

- E. MHA will announce the closing of the waiting list by public notice.
 - (1) MHA may stop accepting applications if there are enough applicants to fill anticipated openings for the next 12 months.
 - (i) Applications for Cumberland Towers, Parris Towers, and Jesse Powell Towers are always accepted.

3.2. ORDER OF SELECTION [24 CFR 982.207(e)]

- A. 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.
- B. Applicants with more than one preference are ranked the same as applicants with only one preference.
- C. 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.
 - (1) Elm Street applications will be selected from the waiting list by date and time of the referral.
- D. Applicants without a preference will be ordered by date and time of application, after applicants in preference groups.
- E. Among applicants with equal preference status, the waiting list will be organized by date and time.
- F. Applicants will be selected from the waiting list in order of preference claimed, date and time.
- G. When an applicant claims a 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.
- H. Bedroom size per MHA's subsidy standards is used when selecting project based applicants in addition to preference and date and time of application.
- I. MHA limits the amount of transfers of PBV vouchers to Section 8 vouchers to 25% of annual new admissions.
- J. MHA limits the amount of vouchers issued to homeless referrals to 100.

3.3 APPLICATION TAKING PROCESS

- A. Families who wish to apply for MHA's Section 8 Program must complete an on-line electronic pre-application form when the waiting list is open.
 - (1) Project-based voucher (PBV) holders may apply for a Section 8 voucher after one year of residence at the PBV property.
 - (i) Applications are accepted in the form of written requests using MHA's PBV Transition of Voucher Request Form.
 - (a) Applications are accepted at all times.
 - (ii) Applications added while the waitlist is closed will be denied if the PBV tenant moves from the PBV property prior to the new admission to the Section 8 Program.
 - (2) A referral from an approved agency rather than an electronic pre-application is required for Special Program and homeless preference applicants.
 - (i) Eligible applicants with a pre-application or a referral are issued a Mainstream voucher when funds are available.
 - (ii) Referrals are accepted at all times.
 - B. The application process will involve two phases.
 - (1) Pre-application - The first phase is the "initial" application for assistance.
 - (i) This first phase results in the family's placement on the waiting list.
 - (ii) The pre-application establishes the family's date and time of application and preference claimed for placement order on the waiting list.
 - (iii) The pre-application will contain at least the following information:
 - (a) Applicant name
 - (b) Social Security Number
 - (c) Contact information
 - (d) Date and time of application
 - (e) Qualification for any local preference
 - (iv) MHA will not:
 - (a) Accept duplicate applications.

- (b) Place ineligible families on the waiting list- If the information provided by the applicant indicates ineligibility, the applicant will not be placed on the waitlist.
 - (c) Conduct eligibility interviews during the opening period.
 - (d) Verify the information on the pre-application until the applicant has been selected for final eligibility determination.
 - (e) Final eligibility will be determined when the full application process is completed and all information is verified.
- (2) Full application - The second phase is the "final determination of eligibility".
- (i) The full application takes place when the family reaches the top of the waiting list.
 - (ii) 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.
 - (iii) Special Program and homeless preference applicants will be provided a "full application" when funds and vouchers are available and a referral is received (if applicable).
 - (iv) During the time of the full application process, applicants (head of household) and adult family members are required to participate in an interview with MHA staff to review the information on the full application form and provide requested documentation.
 - (a) Following a written request from an applicant to MHA, the full application and requested documents may be sent/received via mail or email for members of the household living outside of Central Arkansas.
 - (v) The applicant (head of household) is required to attend the scheduled interview appointment.
 - (a) If an applicant fails to appear for a scheduled appointment and/or fails to provide all requested documents, a second and final appointment will be scheduled.
 - (b) If MHA determines after accepting the full application that additional information or document(s) are needed, MHA will request the document(s) or information in writing. The family will be given 15 days to supply the information.

- (c) Failure to complete the screening process within two scheduled appointments will result in denial of the application with the exception of the 90-day extension required by the social security.

3.4 APPLICATION STATUS *[CFR 982.204]*

- A. Applicants are required to submit an Applicant Information Change Form to inform MHA of changes in contact information and preference.
 - (1) In addition to the requirement above, Project-Based Voucher applicants are required to inform MHA of changes in family composition.
- B. Applicants are required to respond to requests from MHA to determine his or her interest in assistance.
 - (1) Applicants who do not respond will be removed from the waiting list.

Chapter 4

ESTABLISHING PREFERENCES

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.205, 982.206]

4.1 LOCAL PREFERENCES *[24 CFR 982.207]*

A. MHA uses homeless preference, working preference, and non-elderly transitioning for:

(1) Section 8 tenant-based programs

B. MHA uses homeless preference and working preference for:

(1) Madison Heights Project-Based Program

(2) Metropolitan Village Project-Based Program

(3) Cumberland Manor Project-Based Program

(4) Jesse Powell Tower Project-Based Program

C. MHA uses elderly preference for:

(1) Parris Tower Project-Based Program

(2) Cumberland Tower Project-Based Program

4.2 HOMELESS PREFERENCE

A. The homeless preference is given to families within MHA's jurisdiction experiencing homelessness who are referred by an approved homeless service organization.

- (1) The number of families that qualify for a homeless preference is limited to 100 families and may vary based on voucher availability.
- (2) MHA may leave the waiting list open only for the population qualified for the homeless preference while keeping it closed for all other applicants.
- (3) PIH Definition of Homeless. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) 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
 - (ii) 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
 - (iii) 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:

- (iv) 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
- (v) Has no other residence; and
- (vi) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

4.3 WORKING PREFERENCE

- A. A working preference is given to families whose Head of Household is and has been employed for the 60 days prior to the full application date or is active in

accredited educational program designed to prepare the individual for the job market.

(1) This preference is automatically extended to elderly /disabled families.

(i) If a family is extended the working preference due to being elderly or disabled, any co-head or spouse must also meet the qualifications for the preference.

(ii) Self-employment must be reported prior to the verification of preference.
(a) Self-employment must be verifiable. For example, an applicant that is self-employed must report the income on the full application and provide sufficient documentation verifying the income.

4.4 NON-ELDERLY DISABLED TRANSITIONING PREFERENCE

A. A household that includes at least one non-elderly disabled person who meets one of the following criteria:

(1) Transitioning out of institutional or other segregated settings.

(2) At serious risk of institutionalization.

(3) Homeless.

(4) At risk of becoming homeless.

4.5 VERIFICATION OF PREFERENCES [24 CFR 982.207]

A. 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.

B. 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.

(1) The applicant will be returned to the waiting list without benefit of the preference.

(2) If the applicant falsifies documents or makes false statements in order to qualify for any preference, the application will be denied rather than returned to the waiting list with no preference.

4.6 INCOME TARGETING

- A. 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.
- B. MHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.
- C. 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.
- D. MHA income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

4.7 SPECIAL ADMISSIONS [24 CFR 982.54(d)(e), 982.203]

- A. When HUD awards special funding for certain family types the waiting list is searched for a family meeting the targeted funding criteria.

Chapter 5

SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

5.1 DETERMINING FAMILY VOUCHER SIZE [24 CFR 982.402]

- A. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.
- B. For subsidy standards, an adult is a person 18 years old or older.
- C. 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 will allocate one bedroom will be allowed for live-in aides. No additional bedrooms are provided for the aide's family.
 - (1) For PBV units, an additional bedroom is assigned for
 - i. Two adult members that are of opposite sex unless the two people are in a spousal/partner relationship.
 - ii. Two minor members that are of opposite sex and there is a difference in age of more than 5 years
- D. An unborn child of a pregnant household member will be counted as a member when determining the voucher size.
 - (1) If not evident, the member must provide verification of the pregnancy in order to include the unborn child for subsidy standards.
- E. The utility allowance and payment standard used in the rent calculation will be the lesser of the voucher size and the actual unit size.
- F. If MHA errs in the voucher size and if the original voucher size is smaller than what the family should have received and:
 - (1) A lease has not been signed by the tenant; the voucher size will be adjusted and the family will be advised of its new shopping range using the correct payment standard.
 - (2) A lease has been signed by the tenant when the error is identified, the voucher size will be adjusted retroactively.
 - (i) If the unit size does not meet HQS standards, the family will be advised of its new shopping.

(ii) If the unit size meets HQS standards, the family will be allowed to relocate after the initial term of the lease.

G. If the original voucher size is bigger than what the family should have received and:

(1) A lease has not been executed 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.

(2) A lease has been executed and the total tenant portion (TTP) per the corrected rent calculation is at or below 40% of the family's adjusted gross income (AGI), MHA will correct the voucher size effective the first month following a 30 day notice.

(3) A lease has been executed and the TTP is above 40% of the family's AGI, the correction of the voucher size will be effective at the next move or next annual certification.

(i) If the TTP per the corrected rent calculation becomes at or below 40% of the family's AGI prior to the next annual certification, MHA will correct the voucher size effective the first month following a 30 day notice.

5.2 DECREASE IN FAMILY COMPOSITION

A. When a family member is removed from the household between annual reexaminations, MHA will adjust the voucher size, payment standard and utility allowance at the next annual reexamination or at the change of unit if the family moves prior to the annual reexamination.

5.3 ABSENT FROM UNIT [24 CFR 982.54(d)(10), 982.551]

A. MHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

B. 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.

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

D. "Permanently absent" is defined as away from the unit for greater than 60 consecutive days or 90 days in a twelve month period except as otherwise provided in this chapter.

- E. Income of persons permanently absent will not be counted if the absence has been reported per MHA's reporting policy in this chapter.
- F. 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.
- G. 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.
 - (1) If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent.
 - (2) 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.
- H. 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.
- I. 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.
- J. 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.
- K. Full time students who attend school away from the home will be treated in the following manner:
 - (1) 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.
 - (i) If the student is included as a family member, the first \$480 of the student's earned income will be counted.
 - (ii) The family will also receive a dependent deduction for \$480 and the inclusion in the voucher size determination.

- (2) 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.
- L. If the family includes a child or children 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.
- (1) If the time period is to be greater than 60 days from the date of removal of the child/ren and/or all children are removed from the home permanently.
- M. Families must notify MHA if they are going to be absent from the unit for more than 30 consecutive days.
- (1) 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.
- N. 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.
- (1) 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.
 - (2) If the appropriate agency cannot confirm the guardianship status of the caretaker, MHA will review the status at 30 day intervals.
 - (3) 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.
 - (4) The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made.
 - (5) 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.

5.4 Family Dissolution [24 CFR 982.315]

- A. 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, MHA shall consider the following factors to determine which of the families will continue to be assisted. 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.

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

5.5 RETENTION OF VOUCHER [24 CFR 982.315]

- A. 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.
- B. A live-in aide will not be considered a remaining member of the family.

5.6 INCREASE IN FAMILY COMPOSITION

- A. When a family member is added due to marriage, birth, adoption, or change of custody, MHA will adjust the voucher size, payment standard and utility allowance at the next annual reexamination or at the change of unit if the family moves prior to the annual reexamination.
 - (1) 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.
- B. The additional member must be expected to reside in the unit for at least the next 12 months.
- C. The family must request prior approval of additional household members in writing.

- D. 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.
- E. 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.

(1) Permitting an unauthorized household member is a violation of the Family Obligations.

- F. Additional members may not be added to the household of Elm Street vouchers.

5.7 VISITORS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. When the family requests to add an additional adult other than through marriage, the additional adult and any accompanied children will not be included when determining voucher size.

(1) The addition will be denied if the unit does not meet HQS space standards.

Guidelines for Voucher and HQS Size

Voucher BR Size	Number of Persons in Household		
	Minimum	Maximum	HQS Maximum (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

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

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

6.1 MINIMUM RENT *[24 CFR 5.616]*

- A. "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.

6.2 HARDSHIP REQUESTS

- A. MHA will review all relevant circumstances brought to MHA's attention regarding financial hardship as it applies to the minimum rent.
- B. 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:
- (1) 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.
 - (2) The family would be evicted as a result of the imposition of the minimum rent requirement.
 - (3) 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
- C. Temporary Hardship. A temporary hardship is a hardship lasting less than 90 days.
- (1) A loss of employment is considered a temporary hardship unless the loss is due to a medical reason.
 - (i) 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.
 - (2) 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.

- (3) At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.
 - (4) 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).
- D. Long-Term Hardships [24 CFR 5.616(c)(3)]. 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.
- E. All hardship renewals must be requested in writing using the minimum rent waiver form.
- (1) 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.
 - (2) A temporary hardship cannot be renewed after the initial 90 days based solely on the initial hardship situation.

6.3 AVERAGING INCOME

- A. All income is annualized.
 - (1) The method used depends on the regularity, source and type of income.
- B. When annual income cannot be anticipated for a full twelve months, MHA may:
 - (1) Average known sources of income that vary to compute an annual income; or
 - (2) Annualize current income and conduct an interim reexamination if income changes.
- C. If there are bonuses or overtime which cannot be anticipated for the next twelve months, bonuses and overtime received the previous year will be used.
- D. 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.
- E. Income from seasonal employment will be annualized to reduce interims is the annual income can be determined. For example, income for school employees is annualized, therefore, an interim should not be done for summer months.

Chapter 7

VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

7.1 **ISSUANCE OF VOUCHERS** [24 CFR 982.204(d), 982.54(d)(2)]

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

7.2 **BRIEFING** [24 CFR 982.301]

- A. A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance.
- B. MHA will not issue a voucher to a family unless the head of household has attended a briefing and signed the voucher.

7.3 **TERM OF VOUCHER** [24 CFR 982.303, 982.54(d)(11)]

- A. 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.
- B. Voucher issuance does not constitute admission to the program which occurs when the lease and contract become effective.
- C. The voucher is valid for a period of 90 days from the date of issuance. The family must submit a Request for Approval of the Tenancy (RTA) within the 90-day period.
- D. If the date of expiration falls on a day in which MHA is closed, the expiration date is extended to the following business day.
- E. If an applicant or tenant misses two scheduled voucher briefings the voucher will be voided and the housing assistance will be denied or terminated.
- F. If the voucher has expired the family will be denied assistance.

- (1) If the family is currently assisted, they may remain as a participant in his/her unit if there is an assisted lease/contract in effect (assuming the unit continues to meet program requirements and the owner agrees).
 - (2) Tenants and applicants are not afforded a hearing or review for expired vouchers or the denial and termination due to such expiration.
- G. MHA will extend the term an additional 30 days from the expiration date upon the request and approval of an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.
- H. VASH vouchers are valid for an initial period of 120 days.
- I. Project-based voucher applicants do not receive a hard copy of a voucher due to the housing assistance being unit specific. Applicant information is communicated to the property management by MHA rather in the form of a voucher and Request for Tenancy Approval paperwork.

Chapter 8

HOUSING QUALITY STANDARDS INSPECTIONS

[24 CFR 982.401]

8.1 TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

A. There are four types of inspections MHA will perform:

- (1) Initial/Move-in [24 CFR 982.401(a), 982.305(b)(2)]: Conducted upon receipt of Request for Tenancy Approval (RTA). MHA conducts only initial inspections for homeownership units.
 - (i) MHA will conduct the initial inspection, determine whether the unit satisfies the Housing Quality Standards (HQS) and notify the family and owner of the determination no later than 15 days after the family and the owner have submitted a RTA, provided the unit is ready to be inspected when the RTA is received by MHA.
 - (ii) If the unit and/or owner of a unit are new to MHA's voucher program, additional paperwork is required and an inspection will be schedule within 15 days of all paperwork being submitted to MHA.
 - (a) RTAs for new units and/or owners/landlords will be denied and a new RTA will be provided to the voucher holder if requested documentation to add the unit and/or owner/landlords is not provided to MHA within 14 days of MHA's request.
 - (iii) MHA will deny the RTA if the unit will not be ready for inspection within 60 days of RTA receipt.
 - (iv) After 2 unsuccessful attempts to inspect the unit at reasonable times with reasonable notice, assistance for that unit will be denied and the family will be issued a new RTA.
 - (v) If the unit fails the initial HQS inspection, a second inspection will be automatically scheduled by MHA.
 - (a) The owner will be given up to 10 days to correct the failed items.
 - (b) The owner will be allowed only one re-inspection for repair work to be completed. If repairs are not completed within this 10 day period, the RTA will be denied and a new RTA will be issued to the family.
- (2) Biennial Inspections[24 CFR 982.405(a)]: Conducted within 24 months of the last passed annual/bi-annual inspection.

- (i) If the family or an adult designee is unable to be present, he or she must reschedule the appointment no later than 24 hours prior to the scheduled inspection.
 - (ii) The inspection must be rescheduled for a date no later than 15 days of the initial annual/biennial inspection.
 - (iii) MHA will provide notice to the family and owner of a failed inspection and the re-inspection appointment date.
 - (a) The notice contains a warning of abatement (in the case of owner responsibility).
 - (b) If the family was responsible for a breach of HQS, they will be advised of their responsibility to correct.
 - (iv) Units managed/owned by a landlord that has a history (within the past 12 months) of HQS noncompliance may be subject to annual inspections.
- (3) Special/Complaint Inspections [24 CFR 982.405(c)]: At request of owner, family or an agency or third-party.
- (i) Special inspections must be requested in writing using MHA's inspection request form.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
- (4) Quality Control Inspections [24 CFR 982.405(b)] inspections ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.
- (i) The minimum number of Quality Control (QC) inspections performed will be no less than the required SEMAP sample size.
 - (ii) 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.

8.2 INSPECTION GUIDELINES

- A. The family must allow MHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]
- (1) Inspections will be conducted on business days only.
 - (2) Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m.
 - (3) The family and owner are notified of the date and time of the inspection appointment prior to the inspection.

8.3 REPAIRS

- A. Landlords are responsible for making repairs to a unit unless the damages are tenant caused.
- (1) Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.
 - (2) For non-emergency items, repairs must be made within 30 days.
 - (3) Extensions can be requested in writing and may be approved at MHA's discretion. Requests for extensions must be received by MHA before close of business of the initial deadline.
 - (4) HQS deficiencies for annual and special inspections may be verified by owner's and tenant's certification.
 - (a) If certifications from both the landlord and tenant are not available, the owner or tenant may substitute with receipts from the vendor or photos of the repair.
 - (5) HAP payments will be suspended on the first of the month following an abatement.
 - (a) If the unit is in abatement for more than 30 days excluding any extensions, MHA will terminate the HAP Contract no later than the last day of the month following a 60 day abatement period.
 - (b) Inspections will not be scheduled for units that are abated for more than 60 days.

- (c) The termination of a HAP Contract will not be reversed if the unit is in abatement for 30 days, however payments will continue up to the termination date if the unit passes inspection.
- (6) If a reinspection of landlord-responsible fail item(s) is inconclusive due to a “no show”, the unit will be denied or abated.
- (7) MHA reserves the right to issue a 1 year ban to landlords that have a history of not meeting the time standards of repairs (more than one abatement in 6 months).

Chapter 9

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

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

9.1 REASONABLE RENT *[24 CFR 982.507].*

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

9.2 RENT INCREASE REQUESTS

- A. During the initial term of the lease, the owner may not raise the rent.
- B. Following the initial lease term, the owner is required to notify MHA using a MHA rental increase form at least 60 days before the requested effective date of the increase.
- C. MHA will determine whether the new rent to owner is reasonable and will advise the owner and tenant of either acceptance or denial of the new rent amount and the effective date.

9.3 PAYMENT STANDARDS *[24 CFR 982.503]*

- A. MHA will establish a single voucher payment standard amount for each FMR area in MHA jurisdiction.
- B. For each FMR area, MHA will establish payment standard amounts for each "unit size".
- C. 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.

- D. 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.
- E. 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.
- F. 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.
 - (1) If these are not the primary factors for families paying higher rents, MHA will continue increasing the payment standard.
- G. MHA may consider the average time period for families to lease up under the voucher program.
 - (1) 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.
- H. When MHA lowers the Payment Standard for any FMR area, the lower Payment Standard will be applied as follows:
 - (1) 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,
 - (2) 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)

Chapter 10

RECERTIFICATIONS

[24 CFR 982.516]

10.1 ANNIVERSARY DATE

- A. MHA is required to complete an annual certification for each family effective the first day of the anniversary month.
- B. The month that a family moves into their initial unit is known as the family's anniversary month.
- C. Families admitted to the program prior to 2018 have an anniversary date determined by the month that they moved into their last unit.
- D. Families with an anniversary month different than the month of the initial move-in will continue to be recertified based on their original anniversary month in 2018.
 - (1) The anniversary date will be changed to the initial unit move in month during the family's 2018 annual or during relocation to another unit, whichever occurs first.
 - (2) When a family relocates to another unit, an annual will be completed and the anniversary month will be changed.

10.2 FAILURE TO RESPOND

- A. 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. If the family does not appear for the second appointment, and has not rescheduled or made prior arrangements with MHA, MHA will terminate the families' assistance.
- C. If the tenant misses a certification appointment(s) and/or causes a delay in the processing of the annual certification and the annual certification results in an increase of tenant portion of rent, the rent change will be effective the first day of the month following MHA's processing of the change.
 - (1) A 30 day notice is not required for tenant-caused delays.
 - (2) Any HAP overpayment for months previous to the effective date of the annual certification will be required to be paid to MHA by the tenant.

D. If the tenant misses a certification appointment(s) and/or causes a delay in the processing of the annual certification and the annual certification results in a decrease of tenant portion of rent, the rent change will be effective the first day of the month following MHA's processing of the change.

(1) MHA will not retroactively pay any additional HAP for months previous to the effective date.

10.3 REPORTING CHANGES IN INCOME

A. MHA requires that families report income changes to MHA in writing within 30 days of the change.

B. If the change is an increase in income, the change will be effective the first day of the month following a 30 day notice to the tenant and landlord.

C. If the change is a decrease in income, the change will be effective the first day of the month following the written report of the change.

(1) If the decrease in income is reported to MHA after the 10th of the month, the difference in housing assistance paid by MHA may not be processed until the second month following the change.

(i) The tenant should continue to pay the same portion of rent until MHA provides the tenant and landlord with a notice of a change.

D. If the family fails to report an increase in income within 30 days of the change, MHA will determine if the failure to report the income was a deliberate act or the family has a pattern of not reporting income by reviewing the tenant file.

(1) If MHA determines that the failure to report income is deliberate or if the family has a history of not reporting income timely, the family's assistance will be terminated.

(2) The family is still required to return the overpayment to MHA.

E. If the failure to report income is determined to not be deliberate and there is no history of failing to report income increases, MHA will give the family the opportunity to enter into a repayment agreement and continue receiving housing assistance contingent upon the family meeting the repayment agreement requirements.

F. Rent changes caused by increases of income that is not reported or reported by the tenant late, will be effective the first day of the month following MHA's processing of the change.

(1) A 30 day notice is not required for tenant-caused delays.

Chapter 11

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

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

11.1 RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552(a)]

- A. Families will not be permitted to move:
- (1) During the initial year of assisted occupancy.
 - (2) Insufficient funding for continued assistance.
 - (3) The family has violated a family obligation within the past 12 months.
 - (4) The family owes MHA money.
 - (5) A voucher issued to the family expired within the past 6 months.

11.2 PROCEDURE FOR MOVES [24 CFR 982.314]

- A. The family must give the landlord and MHA a notice to vacate no less than 30 days from the move out date on the notice.
- (1) If the lease requires a notice longer than 30 days, the family must provide the notice in compliance with the lease.
 - (2) The copy of the notice to vacate provided to MHA must be on MHA's notice to vacate form.
- B. The move out date must be the last day of the month. MHA prorates the HAP and UAP amount for the first month of the HAP contract term. MHA does not prorate the last month of the HAP contract.

11.3 CONTINUANCE OF OCCUPANCY

- A. A family may retract their notice to vacate and remain in the current unit if the landlord is in agreement so long as a continuance of occupancy form is provided to MHA no later than 10 days after the move out date on the notice to vacate.
- (1) HAP contracts will not be reinstated for continuance requests received after the 10 days.

- (i) Retroactive HAP payments resulting from approved continuance of occupancy requests received after the 10th day of the month will be made retroactively to the landlord the first of the month after the continuance of occupancy request is processed.
- (2) If the landlord does not agree to the continuance, the family must provide MHA with an acceptable RTA before the voucher expires.
 - (i) In the cases in which the HAP contract has not been reinstated, the tenant is responsible for the full rent.

11.4 RETRACTION OF REQUEST FOR TENANCY APPROVAL (RTA)

- A. MHA will not allow a tenant to retract a RTA for reasons other than extenuating circumstances after MHA passes the inspection for a unit unless the tenant remains in his or her current unit and a continuance of occupancy form is provided to MHA and meets the qualifications to retract the notice to vacate.

11.5 PORTABILITY [24 CFR 982.353]

- A. Families will not be permitted to move outside MHA's jurisdiction before or during their initial year of occupancy inside MHA's jurisdiction.
- B. Elm Street vouchers are not allowed to relocate to a unit other than one located on the Elm Street property, including portability.
- C. Project-based vouchers are not allowed to relocate to a unit other than one located on the project-based property, including portability.
- D. VASH vouchers are allowed to port to areas in which supportive services can be continued after the initial lease term.

Chapter 12

DENIAL OR TERMINATION OF ASSISTANCE

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

12.1 GROUNDS FOR DENIAL/TERMINATION [24 CFR 982.54, 982.552, 982.553]

- A. The following are grounds for denial assistance for applicants and termination of assistance for participants.
- (1) The family does not meet the income requirements set by HUD.
 - (2) Failure to disclose and verify Social Security Numbers (as provided by 24 CFR 5.216).
 - (3) Failure to correct an HQS breach caused by the family.
 - (4) Failure to allow MHA to inspect the unit at reasonable times and after reasonable notice.
 - (5) Missing two or more inspections without rescheduling per MHA policy.
 - (6) Moving from the assisted unit prior to notifying the owner and MHA.
 - (7) Not using the assisted unit for residence by the family. The unit must be the family's only residence.
 - (8) Not complying with MHA policy regarding adding and/or removing household members.
 - (9) 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.
 - (i) 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.
 - (10) Owning or having any interest in the unit.
 - (11) Family is under contract and 180 days have elapsed since MHA's last housing assistance payment was made.
 - (i) If a family fails to report income that results in zero HAP, the 180 days will be counted retroactively.
 - (12) Missing two consecutive appointments without rescheduling prior to the appointment.

- (13) Reoccurring violations of the program rules.
 - (i) Reoccurring is defined as more than one occurrence in two years.
- (14) Conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- (15) “Engaged in or engaging” in illegal use of a drug.
 - (i) “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.
 - (ii) 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.
 - (iii) 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.
 - (a) Such screening will apply to any member of the household who is 18 years of age or older.
 - (iv) MHA will not use arrests without a conviction as evidence of criminal behavior.
 - (v) MHA will take into account the severity of the charge and rehabilitation efforts when making the decision of denial and termination of housing assistance.
- (16) 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.
 - (i) MHA will consider the use of alcohol to be a pattern if there is more than one incident during the previous 6 months.
- (17) “Engaged in or engaging in” violent criminal activity.
 - (i) “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.

- (ii) 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.
 - (iii) 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.
 - (a) Such screening will apply to any member of the household who is 18 years of age or older.
 - (iv) MHA will not use arrests without a conviction as evidence of criminal behavior.
 - (v) MHA will take into account the severity of the charge and rehabilitation efforts when making the decision of denial and termination of housing assistance.
- (18) Subject to a lifetime registration requirement under a State sex offender registration program.
- (19) Eviction for any reason
- (i) The family must promptly give MHA a copy of any owner eviction notice.
- (20) 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.
- (21) 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:
- (i) Owner terminates tenancy through court action for serious or repeated violation of the lease.
 - (ii) Nonpayment of rent is considered a serious violation of the lease.
 - (a) Evidence of payments may be required for verification of payments.
 - (iii) Police reports, neighborhood complaints or other third party information that has been verified by MHA.
- (22) Excessive damage beyond normal wear and tear in the previously assisted unit.

- (23) Failure to sign and submit consent forms for obtaining information in accordance with HUD guidelines.
- (24) Failure to provide requested documentation to MHA.
- (25) When required under the regulations to establish citizenship or eligible immigration status.
- (26) Violation of any family obligation under the program as listed in 24 CFR 982.551.
- (27) Committing fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
 - (i) Not reporting income within 30 days of the increase may be considered fraud.
- (28) The family currently owes rent to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
 - (i) The family will be given 30 days to pay the balance in full before the denial or termination.
 - (ii) If the family owes a balance to MHA, at its discretion, MHA may offer the family the opportunity to enter into a repayment agreement.
- (29) Failure to enter into or make payments in accordance with a repayment agreement with MHA.
- (30) Failure to move into a unit after a pass inspection
- (31) The family has engaged in or threatened abusive or violent behavior toward MHA personnel.
 - (i) "Abusive or violent behavior towards MHA personnel" includes verbal as well as physical abuse or violence.
 - (ii) 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.
 - (iii) "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
 - (iv) Actual physical abuse or violence will always be cause for termination.
- (32) Lack of funding. In the event that the MHA's Annual HAP Budget Authority will no longer support the number of Families currently participating in the program, the MHA shall determine the number of families that must be

terminated from assistance due to the lack of adequate funding from HUD. The MHA shall follow the steps outlined in this section in terminating assistance to families.

- (i) MHA shall terminate the voucher of a Family based on the Family's date of admittance to the program.
 - (a) For this purpose, the MHA shall consider the Family's Lease date under the MHA's Section 8 Program to be the date of admittance to the HCVP.
 - (b) The Family that was first admitted to the program, according to his or her initial lease date, shall be the first to have the voucher terminated due to the lack of adequate funding from HUD.
- (ii) Any Family that fits in at least one of the categories listed below will have the voucher terminated based on the date of admission after the voucher termination of Families that do not fit in any of the categories.
 - (a) Elderly Family
 - (b) Disabled Family
 - (c) Any Family that is under an agreement in the Homeownership program
 - (d) Any Family with minors in the household
- (iii) Vouchers of Families in a Veterans Affairs Supportive Housing (VASH) program will be the last to be terminated regardless of category.

12.2 ALLOWABLE EXCEPTIONS

- A. 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.
- B. If the violating member is a minor, MHA may consider individual circumstances with the advice of Juvenile Court officials.

12.3 REQUIRED EVIDENCE

- A. 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.

- B. The intent is not to prove criminal liability, but to establish that the act(s) occurred.
- C. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- D. MHA will pursue fact-finding efforts as needed to obtain credible evidence.

12.4 RESUMPTION OF TERMINATED SUBSIDIES

- A. MHA will reissue a voucher to Families where the voucher has been terminated due to lack of funding only when funding is restored to levels adequate to support the resumption of additional HAP payments.
- B. The MHA will do so by the participants admittance dated (original lease date) beginning with the most recent admittance date to oldest admittance date.
- C. Families that were in the VASH program will be reissued vouchers based on admittance date first, pending the approval of the Veteran Affairs.
- D. Families that fit in at least one of the categories at the time of termination will be reissued vouchers based on the admittance date before Families that did not fit in any of the categories.

12.5 NOTICE OF DENIAL/TERMINATION

- A. If MHA decides to deny/terminate assistance to the family, MHA must give the family written notice which states:
 - (1) The reason(s) for the proposed denial/termination;
 - (2) The effective date of the proposed termination;
 - (3) The family's right, if they disagree, to request an informal review/hearing to be held before termination of assistance;
 - (4) The date by which a request for an informal review/hearing must be received by MHA.
- B. 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.

12.6 OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

- A. For purposes of this section, "owner" includes a principal or other interested party.
- B. MHA will disapprove the owner for the following reasons:
 - (1) HUD has informed MHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (i) MHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
 - (ii) 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.
- C. MHA may at their discretion, depending on the seriousness and conditions, prohibit an owner from participating or suspend participation for 6-12 months for the following reasons:
 - (1) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
 - (2) The owner has committed fraud, bribery or any other corrupt act in connection with any Federal housing program.
 - (3) The owner has engaged in or is engaging in drug-related criminal activity or any violent criminal activity within the past 3 years.
 - (i) MHA will not use arrests without a conviction as evidence of criminal behavior.

- (ii) MHA will take into account the severity of the charge and rehabilitation efforts when making the decision of denial and termination of landlord participation.
 - (iii) “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.
- (4) 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.
 - (5) The owner has a history or practice of renting units that fail to meet State or local housing codes.
 - (6) The owner has committed criminal activity which warrant a record of a felony or misdemeanor.
 - (7) 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:
 - (i) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (ii) 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;
 - (iii) 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
 - (iv) Is drug-related criminal activity or violent criminal activity.
 - (8) The owner has not paid State or local real estate taxes, fines or assessments.
 - (9) 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.

D. 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.

- (1) 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.
- (2) The decision of the Executive Director is to be considered final. 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

Chapter 13

OWNER OR FAMILY DEBTS TO MHA

[24 CFR 982.552]

13.1 PAYMENT AGREEMENT FOR FAMILIES [24 CFR 982.552 (c)(v-vii)]

- A. A Payment Agreement as used in this Plan is a document entered into between MHA and a person who owes a debt to MHA.
- B. 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.
- C. Families are required to pay all debts owed whether or not they continue to receive assistance.
 - (1) 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.
- D. Per HUD's requirements to fully utilize EIV, MHA will report any debts owed by the family in the EIV Debts Owed module.
 - (1) Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date.
- E. 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.
- F. The maximum length of time MHA will enter into a payment agreement with a family is 24 months.
- G. Payment agreements will be executed between MHA and the head of household.
- H. Payments may only be made by money order or cashier's check.
- I. Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family verification of the hardship.
 - (1) Regardless of the decrease, the total balance must be paid within 24 months from the date of the first due date.
- J. 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:
 - (1) Family size exceeds the HQS maximum occupancy standards

- (2) The HAP contract is terminated due to owner non-compliance or opt-out
- (3) A natural disaster

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

- (1) If the family already has a Payment Agreement in place.
- (2) MHA determines that the debt amount is larger than can be paid back by the family within 24 months.
- (3) Monies owed are due to fraud or misrepresentation. [24 CFR 982.163]
 - (i) HUD's definition of program fraud and abuse is a single act or pattern of actions that:
 - (a) 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.

L. MHA will calculate payment agreement affordability as follows:

- (1) 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.
 - (i) 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.
- (2) Subtract the total of the monthly payment amount *24 months from the total debt amount.
- (3) The remainder is the amount the family would have to pay as a lump sum prior to entering the payment agreement.
 - (i) If the family is unable to pay the lump sum, the debt is considered more than can be paid back in 24 months.
- (4) 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.

13.2 LATE PAYMENTS

- A. 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.
- B. 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:
 - (1) Require the family to pay the balance in full.
 - (2) Pursue civil collection of the balance due.
 - (3) Terminate the housing assistance.

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

- A. 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.
- B. 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.

Chapter 14

COMPLAINTS AND APPEALS

14.1 INFORMAL REVIEW/APPEALS PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d), 982.554, 982.555]

- A. Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract.
 - (1) The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.
- B. Appeals 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.
- C. A request for an informal review/appeal must be received in writing per MHA's Request for Review/Appeal form no later than 15 days from the date of MHA's notification of denial of assistance.
- D. The review/appeal may be conducted by a staff person who is at the Manager level or above or an individual from outside MHA.
- E. Assistance to a participant may not be terminated while MHA hearing is pending, but assistance to an applicant may be delayed pending MHA hearing.
- F. The notification of review/appeal will contain:
 - (1) The date and time of the hearing
 - (2) The location where the review/appeal will be held
 - (3) The family's right to bring evidence, witnesses, legal or other representation at the family's expense
 - (4) The right to view any documents or evidence in the possession of MHA upon which MHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the review/hearing.
- G. The applicant/tenant will be given the option of presenting oral or written objections to the decision. Both MHA and the family may present evidence and witnesses.
- H. The applicant/tenant may use an attorney or other representative to assist them at their own expense.

- I. After a review/appeal 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.
 - (1) The request to reschedule must be received by MHA no later than 48 hours prior to the scheduled hearing date.
- J. If a family does not appear at a scheduled review/appeal and has not rescheduled the review in advance, the family must contact MHA within 48 hours, excluding weekends and holidays.
 - (2) MHA will reschedule the review/appeal only if the family provides documentation within 7 days, substantiating circumstances beyond the family's control.
- K. 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.
- L. The hearing shall concern only the issues for which the family has received the opportunity for hearing.
- M. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- N. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.
 - (1) "Documents" includes records and regulations.
- O. 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.
- P. 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.
 - (1) The Hearing Officer may request that parties not immediately needed in the hearing, wait outside of the hearing to be called in individually.
- Q. 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.
- R. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.
- S. In addition to other rights contained in this Chapter, MHA has a right to:

- (1) Present evidence and any information pertinent to the issue of the hearing;
 - (2) Be notified if the family intends to be represented by legal counsel, advocate, or another party;
 - (3) Examine and copy any documents to be used by the family prior to the hearing;
 - (4) Have its attorney present; and
 - (5) Have staff persons and other witnesses familiar with the case present.
- T. A notice of the review/appeal findings will be provided in writing to the participant before the date of assistance termination.
- (i) It shall include the decision of the review officer and an explanation of the reasons for the decision.
- U. MHA is not bound by review/appeal hearing decisions:
- (1) Which concern matters in which MHA is not required to provide an opportunity for a hearing;
 - (2) Which conflict with or contradict to HUD regulations or requirements;
 - (3) Which conflict with or contradict Federal, State or local laws; or
 - (4) Which exceed the authority of the person conducting the hearing.
- (i) Mitigating circumstances is for the consideration of MHA, not the appeal officer.

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

- A. 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.
- B. 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 30 days or to request an informal hearing with MHA either in lieu of or subsequent to the INS appeal.
- C. 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.

- D. The request for a MHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.
- E. After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants.
- F. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members MHA will:
 - (1) Deny the applicant family
 - (2) Defer termination if the family is a participant and qualifies for deferral
 - (3) Terminate the participant if the family does not qualify for deferral
- G. 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.
- H. All other complaints related to eligible citizen/immigrant status:
- I. 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.
- J. 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.
- K. 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.
- L. 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. 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.

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.

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.

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.

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).

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.

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 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).

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 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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).

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.

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.

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 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.

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.

B. 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

HOMEOWNERSHIP PLAN



RESOLUTION NO. _____
Board Approved: March 29, 2017

HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

[24 CFR 982.625 through 982.643]

A. INTRODUCTION

MHA's Housing Choice Voucher Homeownership Program (HCVHP) is designed to expand homeownership opportunities for voucher participants. This program will assist Housing Choice Voucher (HCV) participants to transition from rental assistance to homeownership using their voucher. Interested participants in the Homeownership Program must submit an application for the program and the MHA will determine eligibility in accordance with the MHA Homeownership policy and ability of the family to qualify for a home mortgage. The program will be limited to a maximum of 50 housing vouchers. There is no additional funding or separate funding for a Homeownership Program. In general, the funding for this program comes from the PHA's Annual Contributions Contract (ACC) executed with HUD for the HCVP.

B. FAMILY REQUIREMENTS

1. Family must be a current participant in the HCV program for a minimum of one year.
2. The family does not owe MHA or any other housing authority money.
3. Family must complete an application for participation in the Homeownership Program.
4. Family must meet program eligibility requirements:
 - (1) Have an annual minimum household income of \$14,500, and \$8,820 for disabled families; {If family does not meet the MHA minimum-income standard but can demonstrate it has been pre-qualified or pre-approved for financing that meets MHA requirements and that financing amount is sufficient to purchase a home that meets HQS in the MHA jurisdiction, family will be processed for pre-counseling and subsequent eligibility determination.} Welfare assistance may be included to meet the minimum household income requirement for elderly/disabled families only.
 - (2) The head of household or co-head of household must be currently employed on a fulltime basis (not less than an average of 30 hour per week as defined by HUD) and have been continuously so employed during the year before commencement of homeownership assistance for the family. Continuously employed includes employment with no more

than a 60-day break between employment periods. This requirement does not apply to elderly/disabled families.

- (3) Family must be a first-time homebuyer as defined by HUD. See section C of this addendum.
 - (4) Family may not have defaulted under any previous homeownership loan.
5. Family must complete a pre-assistance and housing counseling program approved by MHA.
 6. Family must provide a minimum equity in the home by providing a minimum down payment of 3% of the sales price; 1% of the 3% down payment must come from the personal resources of the family.
 7. MHA will make Housing Assistance Payments (HAP) in the manner prescribed by the lender, either directly to family, directly to lender, or deposited into a financial institution where payments will be drafted by lender. If required by the lender, the family must agree to set up a bank account solely for the purpose of depositing the assistance check and the tenant payment from the family. Family must deposit their portion of the mortgage payment in the account on the 1st of each month. The Mortgager must agree to debit the account each month for the mortgage payment. Date of debit to be established by family's mortgager. MHA will deposit their portion of the mortgage payment in the account prior to the 5th of each month.
 8. Family is required to complete all requirements for annual recertifications and submit all changes in income to MHA within 30 days of the change.
 9. The family must locate a unit within the required maximum period of 120 days. The sale must be within the maximum period of 180 days. The family will be permitted to remain on the HCV program, provided they meet all the eligibility requirements for continued assistance under that program if the homeownership voucher has not been utilized.
 10. MHA reserves the right to deny participation in the Homeownership Program to any family due to lack of funds provided by HUD to cover per unit cost of mortgage payment.
 11. Family's portion of the mortgage payment (principal, interest, insurance and taxes) may not be greater than 40% of family's net adjusted household income.

C. FIRST-TIME HOMEBUYER

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.

D. PRE-ASSISTANCE/HOMEOWNERSHIP COUNSELING

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling programs required by MHA (pre-assistance counseling).

Topics for MHA required pre-assistance counseling program include, but are not limited to:

1. Credit counseling;
2. How to find a home, including information about homeownership opportunities, schools, and transportation in the City of Little Rock;
3. 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;
4. Information on fair housing, including fair housing lending and local fair housing enforcement agencies;
5. How to negotiate the purchase of a home;
6. 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;
7. 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;

8. Home maintenance (including care of the grounds);
9. Budgeting and money management; and
10. Other information MHA or the counseling agency deems appropriate.

E. HOMEOWNERSHIP VOUCHER ISSUANCE

1. Voucher subsidy size is consistent with policy under the Administrative Plan for the HCV Program.
2. Approved applicants will be given a "homeownership" voucher, which will permit them to locate a home they wish to purchase. The family will be given 120 days to locate a unit.
3. Voucher may be extended an additional 60 days for completion of the sale.
4. Voucher may not be extended beyond 180 days from date of issuance.
5. In the event of an increase in household income during the period between the issuance of the "homeownership" voucher and its expiration date, the adjustment will be made as an interim after the change of unit or expiration date of voucher. In the event of a decrease in household income during the period between issuance of the voucher and its expiration date, the adjustment will be made the month following the date it was reported.

F. SELLER REQUIREMENTS

1. MHA may not commence homeownership assistance for occupancy of a home if MHA has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation.
2. Lease-Purchase agreements are not acceptable.
3. MHA has the right to accept or reject any property owner it deems inappropriate for the homeownership program to include, but not limited to, those identified under #1; and those who have been consistently in noncompliance as a property owner under the Tenant Based Assistance program.

G. PROPERTY REQUIREMENTS

Initial requirements applicable to the property unit include the following determinations by MHA:

1. The property unit is an eligible unit under HUD regulation (24CFR 982.352), with any exceptions permitted by HUD.
2. MHA has elected to limit the Homeownership Program to only single-family dwelling units.
3. Property may include properties owned by MHA or under MHA Homeownership program.
4. Family may enter into contract of sale for units not yet under construction at the time the family enters into the contract for sale. MHA must not commence homeownership assistance until appropriate environmental reviews are completed and construction is completed.
5. Family must have the right to refuse a property under construction if it does not meet the quality and finished home requirements expected by the purchaser.
6. The unit must be inspected by a MHA inspector AND by an independent inspector designated by the family under HUD regulation. (See 982.631)
7. The unit must satisfy the minimum Housing Quality Standard (HQS) requirement under HUD regulations (See 982.401 and 982.632) and City Code requirements.

H. INSPECTIONS

1. MHA may not commence homeownership assistance for a family until the MHA or other authorized agency has inspected the unit and has determined that the unit passes HQS. The HQS inspection is to occur a minimum of two weeks prior to proposed closing. Any failed or incomplete items must be cured, the property re-inspected with a passed status prior to closing.
2. The unit must also be inspected by an independent professional inspector, selected and paid by the family. This inspection should occur shortly after the signing of a contract of sale.
3. The independent 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 independent inspector must be qualified to report on property conditions, including major building systems and components.

4. The independent inspector shall not be a MHA employee or contractor, other person under control of the MHA, or one selected by the MHA. The independent inspector may not have a relationship with the seller.
5. The independent inspector must provide a copy of the inspection report both to the family and to the MHA. The MHA may not commence homeownership assistance for the family until the MHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the PHA's tenant-based rental voucher program), the MHA shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

I. CONTRACT OF SALE

1. Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the MHA a copy of the contract of sale (see also HUD regulation 982.627(a)(7)).
2. The contract of sale must:
 - (1) Specify the price and other terms of sale by the seller to the purchaser
 - (2) Provide that purchaser has the right of refusal for any home purchased under construction once property has been built.
 - (3) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser. Inspection fee is to be paid by purchaser. Independent inspector should not have a relationship with the seller.
 - (4) Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
 - (5) Provide that the purchaser is not obligated to pay for any necessary repairs; and,
 - (6) Contain a certification from the seller that the seller has not been debarred, suspended, or subjected to a

limited denial of participation under this section.

J. HOME FINANCING

1. MHA prefers financing for the purchase of the home is by a qualified financial institution in the mortgage-financing business; however, seller financing may be approved on a case-by-case basis.
2. Balloon payment mortgages are not acceptable.
3. Down payment required on the home will be a minimum of 3% of the approved sale price (with 1% coming from personal resources).
4. The family must establish a minimum equity in the home by providing a minimum of 1% of the sales price from their personal resources toward the down payment.
5. All MHA mortgages are subject to MHA mortgage insurance requirements.
6. Equity in the home may not be utilized as security for any "equity-secured" loan without pre-approval by MHA.
7. MHA will review lender qualifications and loan terms prior to authorizing homeownership assistance. Homeownership assistance will be denied by MHA if MHA determines proposed financing, refinancing, or other debt to be unaffordable or if lender or loan terms do not meet MHA qualifications. In making this determination, MHA will consider other family expenses such as childcare, unreimbursed medical expenses, homeownership expenses, and other such family expenses it deems appropriate.

K. FAMILY OBLIGATIONS

1. The family must comply with the following obligations listed in the HCV Administrative Plan in addition to the following:
 - (1) Compliance with mortgage - The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
 - (2) The family must not transfer the unit.
 - (3) The family may grant a mortgage on the home for debt incurred to finance the purchase of the home or any refinancing of such debt.

- (4) Upon 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, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with HUD regulations.
- (5) The family must notify the MHA, by written notice, a minimum of 60 days before the family moves out of the home.
- (6) Notice of mortgage default - The family must notify the MHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
- (7) Prohibition on ownership interest on second residence - During the time the family receives homeownership assistance under the MHA homeownership program, no family member may have any ownership interest in any other residential property.

L. MAXIMUM TERM OF HOMEOWNER ASSISTANCE

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:

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

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.

M. HOMEOWNERSHIP EXPENSES

1. Determination of Homeownership Expenses. In accordance with HUD requirements, the MHA has adopted the following policy for determining the amount of homeownership expenses to be allowed:
 - (1) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
 - (2) Real estate taxes and public assessments on the home;
 - (3) Home insurance;
 - (4) MHA allowance for maintenance and major repair and replacement expenses in the amount of \$50.00 monthly.
 - (5) MHA utility allowance for the bedroom size of the home in accordance with the MHA Administrative Plan; and
 - (6) Principal and interest on mortgage debt incurred to finance costs for 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, provided 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.
2. Payment to Lender or Family: The MHA will make homeownership assistance payments directly to the lender in one of the following manners as required by the lender.
 - (1) By depositing the said amount in a designated bank account set up for the sole purpose of accommodating the mortgage payment. Purchaser deposits the tenant payment to said account. The mortgager will then debit the account each month for the mortgage payment.
 - (2) Make payments directly to the family.

(3) Make payments directly to the lender.

3. Monthly Mortgage Payment Verification Requirement

Homeownership participants receiving monthly HAP assistance must verify quarterly mortgage payments were submitted to the mortgage servicer.

- (1) A mortgage payment statement from the mortgage servicer must be submitted each year by the family as specified by MHA within the following months: March, June, September and December.
- (2) Mortgage statement documentation must be an official document provided by the mortgage servicer.

Mortgage payments paid late (after the 15th of the month) – Documentation of three mortgage payments paid late within a 12-month period will result in termination from the HCV program.

Mortgage payment not paid – Documentation of one mortgage payment not paid (missed payment) by the family will result in termination from the HCV program.

N. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES

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

MHA housing assistance payments will be paid by one of the following methods:

- 1) Payments are deposited into an account set up for the participant's mortgage payments. The lender will have access to collect the payment once a month.
- 2) Payments are paid directly to the lender.

O. DEFAULT

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.

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).)