

SECTION 8
RENTAL ASSISTANCE
POLICY MANUAL
FOR THE MOVING-TO-WORK DEMONSTRATION
PROGRAM
OF THE
HOUSING AUTHORITY
OF THE
COUNTY OF TULARE

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SECTION 8 POLICIES

INTRODUCTION

This document addresses the policies and procedures for the Housing Authority of the County of Tulare's Section 8 Moving-to-Work Demonstration Program. All families participating in the Section 8 Housing Choice Voucher Program who began receiving rental assistance after May 1, 1999 will participate in the Moving to Work Program unless they qualify as an elderly or disabled family.

Throughout this policy, the following conventions will be used:

The Housing Authority of the County of Tulare will be referred to as HATC.

- Section 8 applicants will be referred to as applicants
- Section 8 participants will be referred to as a family(s), client(s) or participant(s). The term "family" can refer to a single person. A family does not become a Section 8 participant until the effective date of their first HAP contract.
- Tenant is used to refer to participants in terms of their relation to landlords.
- Landlord and owner are used interchangeably.
- The Section 8 program is also known as the Housing Choice Voucher Program.

DEFINITIONS

1. **Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family.
2. **Adult:** A household member who is 18 years or older or who is head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under state and local law.
3. **Affordability Adjustment:** An increase in the amount of a family's housing assistance payments for vouchers to assure continued affordability of housing by participating families.

The public housing agency (PHA) has the flexibility of making, or not making, affordability adjustments.

Affordability adjustments are made to offset increases in housing costs as a result of inflation.

4. **Annual Income:**
 - A. Annual income is the anticipated total income from all sources received by the family head and co-tenant (even if temporarily absent), and by each additional member of the family, including all net income derived from assets anticipated for the 12-month period following the effective date of initial determination, re-examination or redetermination of income, exclusive of income that is temporary, non-recurring or sporadic, as defined in paragraph C.1 of this section, and exclusive of certain other types of income specified in paragraphs C.2-11 of this section.
 - B. Income includes, but is not limited to:
 - (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.
 - (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

- (3) Interest, dividends and other net income of any kind from real and personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property).

Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD. On contracts for sale of real estate, deeds of trust or mortgages held by the applicant or tenant, only the interest portion of the monthly or annual payments received by the applicant or tenant is included as income. The gross amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.

- (4) The gross amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, Worker's Compensation and severance pay. (However, lump-sum additions, such as insurance payments from Worker's Compensation, are excluded.)
- (6) Welfare assistance, including any amount being deducted from the family's grant because of fraud or failure to participate in economic self-sufficiency programs or comply with work activities.

If the welfare-assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare-assistance income to be included as income shall consist of:

- (a) The amount of the allowance or grant, exclusive of the amount specifically designated for shelter or utilities, plus
- (b) The maximum amount the welfare-assistance agency could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

- (7) Imputed Welfare Income:
- (a) A family's annual income includes the amount of imputed welfare income resulting from a specified welfare-benefits reduction.
 - (b) HATC will obtain the amount and term of any specified welfare-benefit reduction for a family member, the reason for such reduction, and any subsequent changes in the term or amount of such specified welfare benefit reduction from the Tulare County Social Services Agency through written notification from the Social Service Agency. HATC will use this information to determine the actual amount of imputed-welfare income for a family.
 - (c) A family's annual income will include the imputed welfare income, determined at reexamination of family income and composition, during the term of the welfare benefits reduction.
 - (d) The amount of the imputed-welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed-welfare income, the imputed -welfare income is reduced to zero.
 - (e) HATC will not include imputed-welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- (8) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions and gifts received from persons not residing in the dwelling.
- (9) Amounts of educational grants and scholarships paid directly to the student or to the educational institution, an amounts paid by the government that are designated for Room and Board.
- (10) All regular pay, special pay (except hazardous duty pay), and allowances of a member of the armed forces (whether or not living in the dwelling) who is head of the family, spouse or other family member whose dependents are residing in the unit.

- (11) Income of related persons who “live in” to provide care for a sick or incapacitated family member shall be included if his or her income is available to the family, and if the person is expected to contribute towards the family’s support. In such cases, only that part of their income, which is over and above wages paid by the family, shall be included. If these wages are deducted by the family as an unusual medical expense, then the entire amount of income of the “live-in” caretaker shall be included. In this type of situation, the “live-in” person is entitled to residual rights.
- (12) If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.
- (13) If there is income coming into the home on a regular basis that is not specifically listed as excluded income, it will be counted.

C. Annual income does not include:

- (1) Temporary, non-recurring nor sporadic income, such as the following:
 - a. Casual, sporadic or irregular gifts; or
 - b. Amounts that are specifically received for, or in reimbursement of, the cost of medical expenses.
- (2) Payments received by participants in other publicly assisted programs as reimbursement for out-of-pocket expenses incurred (special equipment, clothing, transportation, reimbursement for child care, and so forth), which are made solely to allow participation in a specific program and cannot be used for other purposes.
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Worker’s Compensation), capital gains and settlement for personal or property losses, or deferred periodic amounts from Supplemental Security Income (SSI), Social Security benefits, and Department of Veterans Affairs disability benefits that are received in a lump-sum amount or in prospective monthly amounts. These amounts could become net family assets.
- (4) Any earned-income-tax credit to the extent it exceeds income-tax liability.
- (5) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- (6) Any state or local refunds or rebates for property taxes.

- (7) Payments made by a state agency to a family with a developmentally disabled family member living in the home to offset the cost of services and equipment needed to keep that family member at home.
- (8) Income from employment of children (including foster children) under the age of 18 years.
- (9) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:

 - a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029).
 - b. Payment or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8621-8629).
 - c. Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088]; Examples of programs under this Act include but are not limited to:

 - the Retired Senior Volunteer Program (RSVP);
 - Foster Grandparent Program (FGP);
 - Senior Companion Program (SCP);
 - the Older American Committee Service Program; and - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.
 - d. Payments received under the Alaska Native Claims Settlement Act [43 USC1626 (a)];
 - e. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 USC 459e];
 - f. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931.
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 State 2503-04]; and

- h.** The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–8);
- i. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange liability litigation, M.D.L. No. 381 (E.D.N.Y.) (Pub. L. 101–201 and 101–39);
- j. Payments received under the Maine Indian Claims Settlement Act 1980 (Public Law 96–420, 25 U.S.C. 1721) pursuant to 25 U.S.C. 1728(c);
- k. (xiv) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- l. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- m. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);
- n. Assistance from section 1780 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1760(e)) and section 11(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1780(b));
- o. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. (1774f (b)));

- p. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs;
- q. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, United States District Court, and District of Columbia, as provided in the Claims Resolution Act of 2010;
- r. Federal major disaster and emergency assistance provided to individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d));
- s. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida, children of women Vietnam veterans born with certain birth defects and children of certain Korean service veterans born with spina bifida;
- t. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. S.C. 604h(4));
- u. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288 as amended) and comparable disaster assistance provided by States, local governments and disaster assistance organizations (42 U.S.C. 5155 (d)); and
- v. Per capita payments made from the proceeds of Indian Tribal Trust cases as described in PIH Notice 2013-30”Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)).
- w. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f], e.g., Green

Thumb, Senior Aides, Older Americans Community Service
Employment Program

- (10) If a live-in attendant, who would not otherwise live in the unit, is not expected to, and does not, therefore, contribute to the family's support, his/her income should not be counted. However, the head of the household must then submit a doctor's certificate, or such other certification as may be deemed necessary, stating that this employment is necessary to the care and well-being of the sick or incapacitated family member, or to enable another family member to seek or obtain employment outside the home. If the family pays out of pocket for the care provided, such payments may be deducted as unusual medical expenses. These attendants do not have residual rights. If a live-in attendant is a relative who would not otherwise live in the unit, the family may make a one-time option whether or not to count that person as a family member with residual rights or as a live-in attendant.

Assets – See “Net Family Assets”

5. **Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is “imputed” and the greater of actual asset income and imputed asset income is counted in annual income.
6. **Assisted Lease (Lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. 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 housing authority.
7. **Citizen:** A resident by birth or naturalization of the United States.
8. **Continued Assistance:** Continuing to make rental assistance payments for eligible “mixed families” who were receiving rental assistance on June 19, 1995. Either the head-of-household or spouse must have legal residence to be eligible.
9. **Co-Tenant:** The husband or wife of the head-of-household, or person living with the head-of-household in a spousal relationship.
10. **Contract Rent:** “Contract rent” means the rent charged a tenant for the use of the dwelling accommodation and equipment (such as ranges and refrigerators, but not including furniture), services and reasonable amounts of utilities determined in accordance with the Housing Authority's schedule of allowances for utilities.
11. **Dependent:** A member of the family household (excluding foster children), other than the family head or co-tenant, who is under 18 years of age, or is over 18 and a disabled person or handicapped person, or if a fulltime student.

12. Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together.

13. Disabled Person: A person is considered disabled if for the purposes of the Section 8 Program if: (1) the following Social Security disability definition is met; or (2) the individual has a developmental disability as described in paragraph B.

A. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial, gainful activity because of any physical or mental impairment that is expected to result in death or has lasted, or can be expected to last, continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial, gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

B. Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) defines developmental disability in functional terms as:

“Severe, chronic disability that: (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age 22; (c) is likely to continue indefinitely; (d) results in substantial, functional limitations in three or more of the following areas of major life activity: (1) self care; (2) receptive and responsive language; (3) learning; (4) mobility; (5) self direction; (6) capacity for independent living; (7) economic self sufficiency; and (8) reflects the person’s need for a combination and sequence of special, inter-disciplinary or generic care, treatment or other services which are of life-long or extended duration and area individually planned and coordinated. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.”

A person having a physical or mental impairment that: (1) is expected to be of long, continued and indefinite duration; (2) substantially impedes his/her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions. All three conditions must be met as defined by the regulations implementing the Fair Housing Act.

It should be noted that the receipt of veteran’s benefits for disability, either service-incurred or otherwise, does not automatically establish disability as defined above, and the PHA must make the determination on the basis of a qualified medical practitioner’s verification.

Disabled or handicapped status can be verified by a doctor’s statement or other reliable medical source.

14. **Displaced (Involuntary):** Involuntarily displaced applicants are applicants who have vacated or will (within no more than six months from date of certification or verification), vacate housing as a result of:
 - A. A disaster (fire, flood, etc.);
 - B. Federal, state or local government action related to code enforcement, or public improvement/development; or
 - C. Action by a housing owner, which is beyond an applicant's ability to control, occurs despite the applicant having met all previous conditions of occupancy, and is other than a rent increase.
15. **Drug-Related Criminal Activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.
16. **Drug Trafficking:** The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute a controlled substance.
17. **Economic Self-Sufficiency Program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance-abuse or mental-health-treatment program), or other work activities.
18. **Educational Institution:** An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a degree.
19. **Elderly Family:** A family whose head or co-tenant is a person who is an elderly, disabled or handicapped person. It may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.
20. **Elderly Person:** A person who is at least 62 years of age.
21. **Eligible Alien:** A person lawfully admitted for residence to the United States.
22. **Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
23. **Fair Market Rents:** HUD publishes fair-market rents on an annual basis to determine modest, non-luxury rents for the area. These are the basis for determining the payment standards for the voucher program.

24. **Family:** “Family” means two or more persons who regularly live together as a family, provided the income and resources of all adult members of the family are available for, and actually used in, meeting the living expenses of the family. There may also be considered as part of the family group (including members of the family temporarily absent), persons whose income and resources are available for use in meeting the living expenses of the group. Lodgers may not be included in the family.

When considering child custody to meet eligibility as a family, an adult must have custody of a child for at least six months of the coming year for the child to be considered a family member.

In joint-custody cases, two adults cannot both claim the same children for eligibility purposes.

25. **Family Members:** Family members include all household members, except live-in aides. All family members permanently reside in the unit, although they may be temporarily absent for short periods of time.
26. **Family Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.
27. **Family Unit Size:** The appropriate number of bedrooms for a family as determined by the housing authority under its subsidy standards.
28. **Fixed Income:** Income subject to periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance, pension plans, annuities, other retirement benefit programs, insurance policies, disability, or any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
29. **Full-time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended.
30. **Head of the Household:** The head of the household is the person who assumes legal and moral responsibility for the household. A head-of-household must be at least 18 years of age or an emancipated minor.
31. **Housing Assistance Payment:** The monthly assistance by a housing authority, which includes payment to the owner for rent to the owner under the family’s lease.
32. **Housing Assistance Payments Contract:** A written contract between the PHA and an owner for the purpose of providing housing-assistance payments to the owner on behalf of an eligible family (sometimes referred to as the HAP contract).

For the Section 8 program, the HAP contract is executed between the PHA and a private owner.

33. **Housing Quality Standards (HQS):** The HUD minimum-quality standards for housing assisted under the Section 8 program.
34. **Imputed Asset Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.
35. **Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare-benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.
36. **Income Category:** Designates a family's income range. There are three categories: low-income, very low-income and extremely low-income.
37. **Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.
38. **Initial Payment Standard:** The payment standard at the beginning of the HAP contract term.
39. **Initial Rent to Owner:** The rent to owner at the beginning of the initial lease term.
40. **Lease:** A written agreement between an owner and 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 housing authority.
41. **Live-In Attendant:** A person who would otherwise not live in the unit and who is determined to be essential to the care and well being of an elderly, disabled or handicapped tenant. A live-in attendant is not considered a family member and is not expected to contribute to the family. Their income is not counted, and they have no residual rights to occupancy if the family vacates the unit. The Housing Authority must be furnished with the name of any live-in attendant(s), and may refuse to allow as an attendant persons who owe money to this agency. If a relative who would not otherwise live in the unit is chosen as a live-in attendant, the family will have a one-time option to decide if that person will be considered a family member with residual rights to the unit or as strictly a live-in attendant.
42. **Lower-Income Family:** A family whose income is between 51% to 80% of the median income for the area as determined by HUD, with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs or unusually high or low income.

43. **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.
44. **Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.
45. **Monthly Income:** One-twelfth of annual income.
46. **Near- Elderly:** A person who is at least 55 years of age, but below the age of 62.
47. **Net Family Assets:** Value of equity in real property, savings, stocks, bonds and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs less the cost of converting the assets to cash. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset, so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Section 812.106.)

In determining net family assets, PHAs shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable. The amount counted will be the market value, less costs and the amount actually received. In the case of a divorce, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

48. **Non-Citizen:** A person who is neither a citizen nor national of the United States.
49. **Occupancy Standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.
50. **Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.
51. **Operating Reserve:** An account credited with earned administrative fees that exceed expenditures for program administration during the PHA fiscal year. These funds may only be used for other housing purposes consistent with the PHA's authority and local law.
52. **Participant (Participant Family):** A family that has been admitted to the housing authority'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 housing authority for the family (first day of initial lease).

53. Payment Standards: The payment standard will be the fixed-subsidy amount payable to the owner as assistance for the family based upon the bedroom size for which the family is eligible.

54. Portability: “Portability” is defined as the ability for a Section 8 voucher holder to move from the jurisdiction of its current housing authority to the jurisdiction of another PHA.

A PHA that administers a housing voucher program must accept a housing voucher holder from another PHA’s jurisdiction.

55. Proration of Assistance: “Mixed families” with some members who are citizens or eligible aliens, and some who are not, will have assistance prorated on the basis of total number of family members, divided by number of citizens or eligible aliens. For each family member residing in the unit who is not either a citizen or an eligible alien, the HAP payment amount will be reduced by \$25.

56. Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

57. Re-Certification: A reexamination of a household's income, expenses and family composition to determine the household's rent for the following 12 months.

58. Remaining Member of a Tenant Family: “Remaining member of a tenant family” means an individual remaining in a unit when other member(s) of an assisted family have moved, unless this individual was an unrelated member of the former family who was necessary to care for the well-being of an elderly, disabled or handicapped head-of-household or spouse, and whose income was not counted for eligibility.

59. Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

60. Rent Reasonableness: Once the contract and gross rents have been determined, the PHA must determine whether or not the rental rate is reasonable. The PHA must certify and document that the contract rent is reasonable in relation to rents currently being charged for comparable units in the private, unassisted market, and that the contract rent is not in excess of rent currently being charged by the owner for comparable unassisted units, taking into consideration the location, unit type, age and amenities to be sure there is a valid comparison. In order to satisfy these requirements, the PHA must have an overall knowledge of the rental market within its jurisdiction and data on the rents being charged for specific units.

- 61. Security Deposit:** A dollar amount set according to the regulations, which can be used for rent or damages owed to the owner upon termination of the lease. The amount will equal one month's "contract" rent.
- 62. Service Member:** Members of the Army, Navy, Marine Corps, Air Force, Coast Guard; commissioned officers of the Public Health Service and the National Oceanic and Atmospheric Administration who are engaged in active service; reservists ordered to report for military service; persons ordered to report for induction under the Military Selective Service Act and guardsmen called to active service for more than thirty (30) consecutive days.
- 63. Single Person:** "Single person" means a person living alone, or intending to live alone, and who does not qualify as an elderly family or a displaced person, as defined in this section, or as the remaining member of a tenant family.
- 64. Single-Room Occupancy Housing (SRO):** An SRO is a unit which contains no sanitary facilities or food preparation facilities, or which contains one, but not both, type of facility, and which is suitable for occupancy by a single, eligible individual capable of independent living. SRO housing may be used only if:
- A.** The property is located in an area in which there is a significant demand for SRO units, as determined by the HUD field office; or
 - B.** The PHA and the unit of general local government and the local PHA certify to HUD that the property meets applicable local health and safety standards for SRO housing.
- In the absence of local health and safety standards for SRO housing, sanitary facilities, space and security must meet the requirements in the American Public Health Association's Recommended Housing Maintenance and Occupancy Ordinance.
- Each SRO unit shall be occupied by one person only.
- Exterior doors and windows accessible from outside the SRO unit shall be lockable.
- 65. Special Housing Types:** Special housing types include SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing) and manufactured homes.
- 66. Subsidy Standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

- 67. Suspension:** Stopping the clock on the term of a family’s voucher for a period determined by the PHA from the time when the family submits a Request for Lease Approval for a unit until the time when the housing authority approves or denies the request.
- 68. Temporary Deferral:** Continuing rental assistance for families who were receiving assistance on June 19, 1995, who are either not legally in this country or are a “mixed family” who is not eligible for continued assistance because either the head-of-household of spouse is not legally in this country. The maximum deferral period is eighteen months.
- 69. Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.
- 70. Tenant Rent:** The amount payable monthly by the family as rent. The tenant rent amount will equal the difference between the contract rent to the owner for the unit the family has chosen, and the Housing Assistance Payment amount established by the Housing Authority.
- 71. Third-party (Verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.
- 72. Tolling:** See “Suspension.”
- 73. Verifications:**
- A.** The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
 - B.** The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public-assistance agencies, schools, etc.
 - (2) Documentation such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)
- 74. Very Low-Income Family:** A 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.

75. **Veteran:** A person who has received an honorable discharge from the United States military service.
76. **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.
77. **Voucher:** The housing voucher is a document issued by a PHA, declaring a family to be eligible for participation in the housing voucher program and stating the terms and conditions for the family's participation.
78. **Voucher Holder:** A family holding a voucher with unexpired search time.
79. **Welfare Assistance:** Welfare or other payments to families or individuals, based upon need, that are made under programs funded, separately or jointly, by federal, state or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31). [24 CFR 5.603(d)]

CHAPTER ONE

I. ELIGIBILITY REQUIREMENTS

- A.** To be eligible for admission, a family or single person's annual income must fall within the applicable income limits for the area.
- 1.** A family consists of:
- a.** Two or more persons who have a family-type relationship (see definition).
- (1)** Children or adults temporarily absent from the home may be considered family members if their permanent address is with the family and the absence will not be longer than 180 days.
- (2)** Children who are subject to a joint-custody agreement but who live with one parent at least 183 days of the year (50%), whether consecutively or not, will be considered members of the household. Should both parents be applicants, and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent. If school records are inconclusive, then other pertinent records, such as doctor and hospital records, will be utilized.
- (3)** HATC will not add a foster child(ren) or foster adult(s) for anticipated placements, unless the governing agency identifies the foster child(ren) or foster adult(s) by name and advises a placement date within 60 days.
- b.** A single person who is:
- (1)** Eligible, by age, to receive an old-age benefit under Title II of the Social Security Act (see definition).
- (2)** Displaced by governmental action, or by a formally recognized disaster.

- (3) Disabled within the meaning of either Section 223 of the Social Security Act or Section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 (see definition). For purposes of qualifying for low-income housing, does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
 - (4) Pregnant, who is either 18 years of age or an emancipated minor (the pregnancy must be verified by a doctor).
 - (5) A remaining member of a tenant family who is an adult or emancipated minor remaining in a unit when other member(s) of an assisted family have moved, unless this individual was an unrelated member of the former family who was necessary to care for the well-being of an elderly, disabled or handicapped head-of-household or spouse, and whose income was not counted for eligibility.
 - (6) Other single persons.
- c. Families and single persons who are 55 years (Near-elderly), or elderly, or disabled will be housed prior to those single persons who do not qualify for one of the prior categories.
- d. A single person may require a “live-in attendant” who is essential to the care and well being of the single person.
- (1) Whose income is not to be counted for the purpose of determining eligibility or rent.
 - (2) Who is not obligated for the support of the tenant family.
 - (3) Who would not be living in the unit except to provide necessary supportive services.
 - (4) Such persons whose incomes are not counted for determining the eligibility and rent of the family would not be parties to the lease and would not be considered the remaining member of a tenant family in the event the lessee dies or vacates the dwelling unit.

- (5) The Housing Authority must be told the name of the person who will be living in the unit as the live-in attendant. The Housing Authority may disapprove the proposed aide if that person owes money to the Housing Authority, commits drug-related criminal activity or violent criminal activity, or commits fraud or bribery, or other criminal acts in connection with any federal housing program.
- (6) A live-in aide's family members may reside in the unit provided that the subsidy size is not increased, and the presence of the live-in aide's family does not overcrowd the unit.

B. Determination of Income Eligibility: If the PHA does not anticipate it will be ready to issue a voucher to a potentially eligible applicant within three months, a general assessment of the applicant's income eligibility will be made on the basis of information given on the application. If, however, the PHA anticipates it will have a voucher available for the applicant within the recommended time frame, detailed income verification procedures must be performed, as required by Section 882.116(c) of the regulations, and computed in accordance with Sections 889.102, 889.103 and 889.104 of the regulations. Once computed and verified, the PHA must compare the annual income to the appropriate income limits established by HUD for the program.

1. **Income Limits:** HUD established income limit schedules for the PHA's areas of operation. Income limits apply only at admission and are not applicable for continued occupancy.
2. HUD established the following income limit schedules for the PHA's areas of operation (see Appendix I):

At any time, 75% of Moving-to-Work families must have incomes at 50%, or less, of median (very low-income). If the incomes of the participating population exceed that amount, all new admissions must be very low-income until the tenant population is again within the guidelines.

C. Other Factors Affecting Applicant Eligibility: See Chapter Four, "Grounds for Termination or Denial of Assistance."

CHAPTER TWO

I. RECEIPT OF APPLICATION AND ESTABLISHMENT OF A WAITING LIST

- A. **Receipt of Application:** Telephone applications for Section 8 programs will be taken by the Housing Authority administrative office handling the Section 8 program. Applications will be accepted from families apparently eligible for any or all programs. A confirmation letter will be sent to each family.
- B. **Processing of Applications:** The application constitutes the basic record of each family applying for admission. Each application shall reflect the date and time received, preference status, estimated family income, race, gender, ethnicity and size of dwelling required. The application, together with all other materials relating to the family's eligibility and preference rating, etc., will be maintained in an active file for eligible applicants.
- C. Applicants are required to inform HATC of any changes in their mailing address. Applicants are also required to respond to any requests from HATC to update the information on their application or to determine their continued interest in assistance.
- D. **Families Determined to be Ineligible:** If an applicant family is determined to be ineligible on the basis of income, family composition, or for any other reason, the applicant shall be notified promptly by letter of the determination and the reasons therefore. The applicant shall be informed in the letter of his or her right to an informal hearing, to be requested within ten days from the date of the letter, to make a reply or explanation as he or she may wish. If, after the hearing, the applicant is still determined to be ineligible, the applicant shall be notified in writing. (See regulations and hearing procedure for applicants.)

The Housing Authority will retain inactive files for a period of three years. These files will contain copies of the application and all related correspondence, and will be maintained separately from the active files.

- E. **Formally Closed Waiting Lists:** Applications may be suspended if the number of families on the waiting list is such that there is no possibility of reasonably estimating when they could receive assistance.

In such a case, application taking may be temporarily suspended (see regulations). The suspension of application taking will be publicly announced by publication of a notice in a newspaper of general circulation, as well as through minority media and other suitable means. The announcement will specify the effective date of the suspension.

F. Placement of Applicants on the Waiting List:

1. A centralized waiting list for all Section 8 programs will be maintained by the PHA. The waiting list will show the family's name, the date and time of application, any preferences for which the applicant is eligible, and the appropriate size unit. The waiting list format must contain sufficient information for proper selection by the PHA of families who are next eligible for an allocation according to its Equal Opportunity Housing Plan. (See Chapter 8 "Selection of Families for Issuance of Vouchers.") It should be noted that if a family's eligibility has been determined immediately, all income has been verified, and the appropriate size allocation is available for which no other eligible family has been waiting; the PHA may immediately schedule a briefing.
2. All other families will have at least a temporary wait while income and other factors are being verified, as well as waiting for their name to be reached if other applicants are ahead of them on the waiting list. If verification occurred more than 90 days prior to selection, the information should be re-verified prior to briefing and issuing a voucher. The waiting lists for all programs will be purged on a regular basis in order to maintain an accurate record of the number of families actually wanting assistance.
3. An application will be placed inactive when:
 - a. Applicant so requests.
 - b. The Housing Authority is unable to contact the applicant at the address shown on their application.
 - c. The applicant fails to respond to Housing Authority requests for information.
 - d. The applicant fails to provide requested verifications.

- e.** The applicant fails to attend a briefing to obtain a voucher. If the applicant notifies the Housing Authority of extenuating circumstances, which prevented attendance, the applicant may be reinstated on the waiting list. Families may be reinstated on the waiting list in the same numerical sequence they previously occupied if such a decision is reached during an informal review. (See hearing procedures for applicants.)
- f.** If requested as a reasonable accommodation, the Housing Authority will reinstate an applicant who has been purged, back on the waiting list to the original date and time of their application.

CHAPTER THREE

I. HATC'S RESPONSIBILITIES

- A.** HATC will comply with the consolidated ACC, the application, HUD regulations and other requirements and HATC's Section 8 Administrative Plan.

- B.** In administering the program, HATC must:
 - 1.** Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2.** Explain the program to owners and families;
 - 3.** Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4.** Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5.** Affirmatively further fair-housing goals and comply with equal-opportunity requirements;
 - 6.** Make efforts to help people with disabilities find satisfactory housing;
 - 7.** Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
 - 8.** Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9.** Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
 - 10.** Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 - 11.** Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - 12.** Inspect the unit before the assisted occupancy begins and at least biennially during the assisted tenancy;
 - 13.** Determine the amount of the housing assistance payment for a family;
 - 14.** Determine the maximum rent to the owner and whether the rent is reasonable;
 - 15.** Make timely housing assistance payments to an owner in accordance with the HAP contract;

16. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by HATC, if the owner defaults (e.g., HQS violation);
17. Determine whether to terminate assistance to a participant family for violation of family obligations;
18. Conduct informal hearings on certain HATC decisions concerning participant families; and
19. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits;

II. OWNER RESPONSIBILITIES

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Preparing and furnishing HATC with information required under the HAP contract.
 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 6. Enforcing tenant obligations under the lease.
 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

- D. The owner is responsible for notifying HATC at least 60 days prior to any rent increase. Any proposed rent increase is subject to rent reasonableness requirements before it can be approved.

III. FAMILY RESPONSIBILITIES

A. Supplying Required Information:

1. The family must supply any information that HATC or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
2. The family must supply any information requested by HATC or HUD for use in reexaminations of family income and composition in accordance with HUD requirements.
3. As a condition of admission to or continued assistance under the program, all members of the family who are 18 years of age or older must execute a consent form (including any release and consent as required under authorizing any depository or private source of income, or any Federal, State or local agency), to furnish or release to HATC or HUD such information as HATC or HUD determines to be necessary.
4. The family must promptly furnish HATC any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income.
5. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
6. Any information supplied by the family must be true and complete.

B. HQS Breach Caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing HATC Inspection

The family must allow HATC to inspect the unit at reasonable times and after at least 2 days notice,(except in the case of emergency).

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify HATC and the owner before the family moves out of the unit or terminates the lease by giving at least a 30-day notice to the owner and HATC.

F. Owner Eviction Notice

The family must promptly give HATC a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. HATC must approve the composition of the assisted family residing in the unit. The family must promptly inform HATC of the birth, adoption or court-awarded custody of a child. The family must request approval from HATC to add any other family member as an occupant of the unit. No other person, i.e., no one but members of the assisted family, may reside in the unit, except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section.
3. The family must promptly notify HATC if any family member no longer resides in the unit.
4. If HATC has given approval, a foster child/foster adult or a live-in aide may reside in the unit. HATC has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when HATC consent may be given or denied.
5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses and permission from the landlord.
6. The family must not sublease unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by HATC to verify that the family is living in the unit, or relating to family absence from the unit, including any HATC requested information or certification on the purposes of family absences. The family must cooperate with HATC for this purpose. The family must promptly notify HATC of its absence from the unit. Absence means that no member of the family is residing in the unit.

I. Interest in the Unit

The family may not own or have any interest in the unit.

J. Fraud and Other Program Violations

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or violent criminal activity.

L. Abuse of Alcohol by Family Members

The members of the family may not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

M. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing-assistance program.

CHAPTER FOUR

I. GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE

HATC may deny or terminate assistance to a family because of the family's action or failure to act. HATC will provide families with a written description of the grounds under which HATC is proposing to deny or terminate assistance and the process by which a tenant or an applicant may request an informal hearing. This chapter describes HATC policies for denying or terminating Section 8 assistance.

- A. Denial of assistance for an applicant may include any or all of the following:
 - 1. Denial of listing on the wait list;
 - 2. Denial or withdrawal of a voucher;
 - 3. Refusal to enter into a HAP contract or approve a lease; and
- B. Refusal to process or provide assistance under portability procedures.
- C. Termination of assistance for a participant may include any or all of the following:
 - 1. Refusing to enter into a HAP contract or approve a lease;
 - 2. Terminating housing assistance payments under an outstanding HAP contract; or
 - 3. Refusing to process or provide assistance under portability procedures.

II. The Housing authority must deny admission or terminate assistance for any of the following grounds:

- A. The housing authority must deny or terminate tenancy to persons convicted of manufacturing or producing methamphetamines on the premises.
- B. The housing authority must deny or terminate tenancy to any household that includes any individual who is subject to a lifetime registration requirement under a state sex-offender-registration program.
- C. Housing assistance is restricted to citizens and non-citizens who have been lawfully admitted to the United States. Families who have no citizens or eligible alien members are not eligible. "Mixed families" may be eligible for prorated assistance. If the family fails to submit required evidence of citizenship or eligible immigration status based on non-citizen rule regulations and applicable informal hearing procedures and is not eligible or does not qualify for preservation or temporary deferral.
- D. If any member of the family fails to sign and submit consent forms allowing HATC to obtain wage and income information.

III. The Housing Authority will review information from all available sources including the HUD EIV system, and may deny an applicant admission for participation in the program, may deny issuance of another voucher to a participant who wants to move to another dwelling unit, and may decline to enter into a contract or to approve a lease, where requested by a participant, in the following cases:

- A.** If the applicant or participant currently owes rent or other money to the Housing Authority or another housing authority.
- B.** If the applicant, as a previous participant in the Section 8 program, or as a current participant, as an adult, has not reimbursed the Housing Authority or another housing authority for any amounts paid to an owner on a claim for rent, damages or vacancy loss. Or if a previous tenant has been evicted from a Section 8 unit as an adult until any judgment submitted by the landlord to the PHA is paid in full.
- C.** If the applicant or participant has breached an agreement to repay monies owed in the above instances.
- D.** If the applicant or participant has committed any fraud in connection with any federal-housing-assistance program.
- E.** If any member of the family as an adult has been evicted from federally assisted housing in the last five years. If any family member has ever been evicted by court action from any housing owned or managed by the Housing Authority of the County of Tulare.
- F.** If the applicant or participant has violated any of the family obligations listed below under the Section 8 Housing Program:
 - 1.** The family must:
 - a.** Supply any information that the Housing Authority or HUD determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - b.** Disclose and verify Social Security numbers; sign and submit consent forms for obtaining information.
 - c.** Supply any information requested by the Housing Authority to verify that the family is living in the unit or information related to family absence from the unit.

- f. Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit, under any other federal, state or local housing assistance program.
 - g. Damage the unit or premises (other than damage from ordinary wear and tear), nor permit any guest to damage the unit or premises.
- G. If a family member, as an adult, has ever been evicted by court action from public housing.
- H. If the Housing Authority has ever terminated assistance under the certificate or voucher program for any adult family member.
- I. If any member of the family commits drug-related, criminal activity or violent criminal activity. The HATC may terminate or deny assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.
- J. If a family has engaged in, or threatened, abusive or violent behavior toward Housing Authority personnel.
- K. If any family member abuses or shows a pattern of abuse of alcohol and HATC determines that it has reasonable cause to believe that abuse or pattern of abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- L. If any family member fails to sign and submit consent forms or required verifications.
- M. If the family is absent from their unit for over 180 days.
- N. If the family's income exceeds 120% of area median, as determined by HUD, adjusted for family size, their assistance will be terminated. The family will have six months following termination to be reinstated if their income is reduced.
- O. Families, who have received assistance under the MTW guidelines for a total of five years, will have their assistance terminated. Such families may reapply for assistance after termination. Families transferring from the Public Housing Program to the Section 8 MTW Program will start their time limit from the beginning of their first MTW Section 8 contract.

- P.** If the PHA determines that there is insufficient funding from HUD to support all the current Section 8 contracts and all outstanding Vouchers, the PHA may void issued vouchers if the holders have not submitted paperwork for approval of a unit. Vouchers issued to families directly off the waiting list would be voided first, and then vouchers issued to families who had had a previous Section 8 contract that recently cancelled. If additional cuts are necessary, the PHA may void vouchers held by families who have submitted paperwork for a new unit whose inspection has not yet been approved. Holders of voided vouchers would be placed back onto the Section 8 Program waiting list in the order of their original Section 8 application.
- Q.** If additional funding is cut, the PHA may refuse to issue a new voucher to a family whose current contract is going to be cancelled.
- 4.** If termination of assistance is required, the Housing Authority will notify the family and give the reasons for the termination. The family will also be notified of the hearing procedures provided in Chapter 19. If the matter is decided in favor of the Housing Authority, the Housing Authority will give the family and the owner a notice of termination of the contract, which will be effective the last day of the month following the month in which the notice was issued.
- 5. Reinstatement on Waiting List:** Applicants determined to be ineligible may become eligible and be reinstated on the waiting list in the same numerical sequence and be offered assistance in accordance with Housing Authority policies by paying in full any outstanding balance due.
- 6. Conflict of Interest:** Sections 2.18 and 2.19 of the Annual Contributions Contract (ACC) contain conflict-of-interest provisions, which may prohibit some applicants from being determined eligible for assistance (e.g., members, officers or employees of the PHA; members of the governing body of the locality or localities which exercises any responsibilities or functions with respect to the program). The PHA will contact the HUD field office for specific guidance on this subject if it has any doubt on any specific applicant. In addition, the PHA will submit a request for a waiver of the conflict-of-interest provision to the HUD field office for a specific applicant if it has determined a waiver is merited.

7. **PHA Employees Should Not Establish Selection Criteria Based Upon the Applicant's Expected Behavior as a Tenant:** In the Section 8 Existing Housing Program, tenant selection is the responsibility of the owner, and efforts by the PHA to pre-screen or voucher holders would result in owners relying on the PHA to assume a portion of their responsibility. In addition, owners' selection criteria vary widely, and any effort by the PHA to establish criteria of general applicability may result in denying the benefits of the program to families who might be acceptable to some owners. However, if asked, the Housing Authority will inform prospective landlords of the knowledge the Housing Authority may have about a family's current or previous tenancy, including any damage claims, money owed to the Housing Authority, or previous inspections.
8. The Housing Authority will make any reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a person with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas.
9. The regulations provide that if the PHA determines an applicant to be ineligible for a voucher, the PHA must notify the applicant in writing of the reasons for the ineligibility and the right of the applicant to request, within ten days, a hearing.

CHAPTER FIVE

I. VERIFICATIONS

All income, family status, information on assets, and deduction qualification will be verified for admission and continued occupancy by the Housing Authority, as well as eligible alien status.

Additionally, if applicant is claiming the 'lease-in place' preference, verification must also be provided to ensure applicant qualifies to obtain such preference. Acceptable verification will consist of an executed lease agreement with current lease term. Also, current landlord will need to complete and return 'Landlord Participation' verification form. Applicants will not be able to qualify for the 'lease-in place' preference if they are currently renting/leasing a unit owned by a relative of the applicant or a listed household member (example: grandparent of minor child). Should applicant be unable to provide verification of 'lease-in place' preference, preference will be removed and they will be placed back on the wait list.

When an applicant or tenant reports annual income that appears to be less than adequate for the family's needs, or if the family appears to be eligible for income that is not reported to be received (i.e., TANF, welfare, unemployment compensation, child support, etc.), the absence of such income will be verified.

All verifications will be obtained within 90 days of initial lease date, or effective date for all subsequent re-examinations and re-determinations, to ensure that current and accurate data are being used in calculating rents and eligibility.

All income, which affect rent between admissions and re-examinations, will be verified in accordance with the above provisions.

Family composition changes reported between admissions and reexaminations will be verified, however, this will not require reverification of family income. Income will be subject to reverification at the subsequent reexamination.

Tenant files will contain documentation of all verifications.

- A.** All income, assets, family status, and each applicable deduction or exemption will be verified at the time of admission and at each subsequent re-examination or re-determinations requested for income changes. Families will fill out an Income Certification Questionnaire prior to meeting with an eligibility clerk showing all income, asset and deduction information for each adult member of the household.
- B.** Self-employed persons, or persons whose earnings are irregular, will be required to furnish summary data from books of account or certified statements, showing gross receipts, itemized expenses and net income.

- C. Verifications obtained by telephone or personal interview must be documented with the source, date, and person receiving the information clearly indicated.
- D. The following information will also be verified and documented in the tenant file:
 - 1. Disability, veteran or service member status, when they are a factor in determining eligibility or priority, and/or the need for a live-in attendant.

The receipt of veteran's benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility by disability.
 - 2. Full-time student status.
 - 3. Non-economic selection criteria when information provides the basis for denial of eligibility. This includes sex-offender registration.

II. RELEASE OF INFORMATION

In order to be eligible for assistance, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. At a minimum, the consent forms must contain the following:

- A. A provision authorizing HUD and HATC to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
- B. A provision authorizing HUD or HATC to verify with previous or current employers income information pertinent to the family's eligibility for, or level of, assistance; and
- C. A provision authorizing HUD or HATC to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits.

The family will be required to sign specific authorization forms when information is needed that is not covered by HUD's Form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

The family may have their assistance denied or terminated if they do not supply any information required by HATC or HUD.

III. VERIFICATION TECHNIQUES

Third-Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

The EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

Written Third-Party Verification (Level 4): An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than 60 days (from the PHA interview/determination or request date) is acceptable for confirming effective dates of income.

Written Third-Party Verification Form (Level 3): Also, known as traditional third-party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third-party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

The Department recognizes that third party verification request forms sent to third party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third party source to provide false information; or the tenant intercepts the form and provides false information.

The Department requires PHAs to rely on documents that originate from a third party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third party verification request form. The use of acceptable tenant-provided documents, which originate from a third party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

Oral Third-Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third-Party Verification Technique

Tenant Declaration (Level 1): **The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.**

Exceptions to Third-Party Verification Requirements

HUD is aware that in some situations, third-party verification is not available for a variety of reasons. Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third-party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the PHA is **required to document in the family file the reason(s) why third-party verification was not available.**

- 1. Third-party verification requirements.** In accordance with 24 CFR §960.259(c)(1) and 24 CFR §982.516(a)(2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the tenant file third-party verification of the following factors, or must document in the tenant file why third-party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors that affect the determination of adjusted income.

2. How to comply with and reduce administrative burden of third-party verification requirements of family annual income. PHAs can comply with and reduce administrative burden of third-party verification requirements for employment, wage, unemployment compensation and social security benefits, and any other information that is verifiable using EIV by:

- a. Reviewing the EIV Income Report to confirm/validate tenant-reported income; and
- b. Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the tenant file; and
- c. Obtaining current acceptable tenant-provided documentation to supplement EIV information; and
- d. Using current tenant-provided documentation and/or third-party verification to calculate annual income.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system.

The PHA may also reduce the administrative burden of obtaining third-party verification by relying on acceptable documents that are generated by a third party, but provided by the tenant. Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

3. When the PHA is required to request written third-party verification The PHA must request written third-party verification under the following circumstances:

- a. When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b));
- b. When the PHA requires additional information that is not available in EIV and/or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information, includes but is not limited to:
 - i. Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
 - ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
 - iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

Note: 24 CFR §5.236(a), prohibits PHAs from taking adverse action based solely on EIV information

IV. VERIFICATION HIERARCHY.

PHAs should begin with the highest level of verification techniques.

PHAs are required to access the EIV system and obtain an Income Report for each household. The PHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written Third-Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third-Party Verification Form	Medium-Low (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	Low (Mandatory if written third-party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third-party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

V. TYPE OF FILE DOCUMENTATION REQUIRED:

- A. For each new admission (form HUD-50058 action type 1), the PHA is required to do the following:

- i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
 - ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
 - iii. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

- B. For each historical adjustment (form HUD-50058 action type 14), the PHA is required to do the following:
 - i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
 - ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
 - iii. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

- C. For each interim reexamination (form HUD-50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:
 - ICN Page** when there is **no** household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHAs have the discretion to print the EIV Income report, however, only the ICN page is required.)
 - EIV Income Report** when there **is** an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report.
- D. For each annual reexamination of family income and composition, the PHA is required to have the following documentation in the tenant file:
 - i. **No Dispute of EIV Information:** EIV Income Report, current acceptable tenant-provided documentation, and *if necessary* (as determined by the PHA), traditional third-party verification form(s).
 - ii. **Disputed EIV Information:** EIV Income report, current acceptable tenant-provided documentation, and/or traditional third-party verification form(s) for disputed information.
 - iii. **Tenant-reported income not verifiable through EIV system:** Current tenant-provided documents, and *if necessary* (as determined by the PHA), traditional third-party verification form(s).

4. If the tenant does not provide the requested information, the PHA may mail or fax a third-party verification request form to the third party source. The PHA is **required** to request third-party verification when the tenant disputes EIV information and the tenant is unable to provide acceptable documentation to support disputed information. However, the PHA should **also** remind the tenant that s/he is required to supply any information requested by the PHA for use in a regularly scheduled annual or interim reexamination of family income and composition.

The PHA may determine that the tenant is not in compliance with program requirements and terminate tenancy or assistance, or both, if the tenant fails to provide the requested information in a timely manner (as prescribed by the PHA).

To minimize tenant underreporting of income, PHAs are required to obtain an EIV Income Report for each family any time the PHA conducts an annual or interim reexamination of family income and composition.

In accordance with 24 CFR §5.236(b)(2)(3), PHAs are required to compare the information on the EIV report with the family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference in the reported income information, the PHA is required to take the following actions:

1. Discuss the income discrepancy with the tenant; and
2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively*; and
5. Take any other appropriate action as directed by HUD or the PHA's administrative policies.

*The PHA is required to determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

Note: A substantial difference is defined as an amount equal to or greater than \$2,400, annually.

The tenant must be provided an opportunity to contest the PHA's determination of tenant rent underpayment. HUD regulations require PHAs to promptly notify tenants in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with the PHA's established grievance procedures, as required by HUD. The PHA may not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, the PHA is required to obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the PHA may reject any tenant-provided documentation, if the PHA deems the documentation unacceptable. The PHA may reject documentation provided by the tenant for only the following HUD-approved reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

The PHA should explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the PHA deems necessary to complete the income determination process, the PHA is required to submit a traditional third-party verification form to the third party source for completion and submission to the PHA.

If the third-party source does not respond to the PHA's request for information, the PHA is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third party verification request was received.

The PHA should then pursue lower level verifications in accordance with the verification hierarchy.

VI. DISCLOSURE OF AN INDIVIDUAL'S EIV INFORMATION:

The Federal Privacy Act (5 USC §552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

EIV information and any other information obtained by the PHA for the purpose of determining eligibility and level of assistance for a PIH rental assistance program may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low income housing tax credit units, other federal or state assistance programs), unless the tenant has authorized such disclosure in writing.

VII. WHAT TO DO IF THE EIV INFORMATION IS INCORRECT:

Sometimes the source or originator of EIV information may make an error when submitting or reporting information about tenants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures tenants and PHAs should follow regarding incorrect EIV information.

Employment and wage information reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS' National Directory of New Hires (NDNH) database.

If the tenant disputes this information, s/he should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.

The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file. If employer resolution is not possible, the tenant should contact the local SWA for assistance.

Unemployment benefit information reported in EIV originates from the local SWA. If the tenant disputes this information, s/he should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file.

SS and SSI benefit information reported in EIV originates from the SSA. If the tenant disputes this information, s/he should contact the SSA at (800) 772-1213, or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at <http://www.socialsecurity.gov>.

Note: The tenant may also provide the PHA with third party documents which are in the tenant's possession to support their dispute of EIV information. The PHA, with the tenant's consent, is required to submit a third party verification form to third-party sources for completion and submission to the PHA, when the tenant disputes EIV information and is unable to provide documentation to validate the disputed information. The tenant's failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR §5.232.

Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former tenant disputes this information, s/he should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the PIH program.

Identity Theft. Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual's SSN, either on purpose or by accident. SSA does not require an individual to report a lost or stolen SSN card, and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual's SSN. However, a person using an individual's SSN can get other personal information about that individual and apply for credit in that individual's name. So, if the tenant suspects someone is using his/her SSN, s/he should check their Social Security records to ensure their records are correct (call SSA at (800) 772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at (877) 438-4338, or visit their website at: <http://www.ftc.gov/bcp/edu/microsites/idtheft/>); and s/he should also monitor their credit reports with the three national credit-reporting agencies (Equifax, TransUnion, and Experian). The tenant should provide the PHA written documentation of filed identity theft complaint. (Refer back to paragraph on Employment and wage information regarding disputed EIV information related to identity theft).

Tenants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: www.annualcreditreport.com or by contacting the credit-reporting agency directly.

VIII. GENERAL NOTES ON VERIFICATIONS:

- A.** Self-employed persons, or persons whose earnings are irregular, will be required to furnish summary data from books of account or certified statements, showing gross receipts, itemized expenses, and net income.
- B.** Verifications obtained by telephone or personal interview must be documented with the source, date, and person receiving the information clearly indicated.
- C.** The following information will also be verified and documented in the tenant file:
 - 1.** Veteran or service member status when it is a factor in determining eligibility, preference or priority. The receipt of veteran's benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility by disability.
 - 2.** Family medical needs requiring a larger unit.
 - 3.** Non-economic selection criteria when information provides the basis for denial of eligibility (i.e., fraud or monies owed).
 - 4. Social Security numbers.**

Applicants and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

SSN Documentation:

The PHA must request the applicant and participant (including each member of the household), who are not exempt under Section 5 of this Notice, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

Penalties for Failure to Disclose and/or Provide Documentation of the SSN:

- a. **Applicants.** The PHA must deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for a period of time as determined by the PHA. The maximum time the family may remain on the waiting list, pending disclosure of requested information is 90 days. If all household members have not disclosed their SSN at the time a unit becomes available, the PHA must offer the available unit to the next eligible applicant family on the waiting list.

- b. Participants.** The PHA must terminate the assistance of Section 8 program participants (the entire household) and terminate the tenancy of Public Housing participants (the entire household) if his/her SSN) does not disclose his/her SSN and provide the required documentation.

However, if the family is otherwise eligible for continued assistance or tenancy in the program, the PHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period **not to exceed** 90 calendar days from the date the PHA determined the family noncompliant with the SSN disclosure and documentation requirement, if the PHA determines:

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the tenancy or assistance, or both of the entire family.

- 5.** The citizenship/eligible non-citizen status must be determined for each family member, regardless of age.

Prior to being admitted, all household members will be required to sign a Declaration of Section 214 Status under penalty of perjury, or, in the case of minors, to have one completed on their behalf.

- a.** U.S. Citizens and U.S. Nationals will not be required to further document evidence of citizenship unless there is reason to doubt a claim of citizenship.
- b.** Non-citizens who are 62 years of age or older will be required to provide a documentation verifying their age.
- c.** All other non-citizens will be required to provide one of the INS documents referred to in 24 CFR 5.510 for the tenant file and a signed verification consent form. HATC will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, HATC will mail information to the INS so a manual check can be made of INS records.

- d. The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

IX. TIMING OF VERIFICATIONS:

For applicants and participants verifications are valid for 90 days from date of receipt. If the family caused the delay in providing verification, their assistance may be denied or terminated and they will have to repay HATC for any overpayments made on their behalf.

X. FREQUENCY OF OBTAINING VERIFICATIONS:

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

Information concerning any requests for accommodation or for a live-in aide will be verified at time of request.

Information regarding fixed income and assets under \$5000 will be verified prior to admission. Once verified at admission, participant will be required to verify these items at least triennially.

All information concerning income, family composition, and expenses, such as medical and child-care costs, will be verified at least annually.

XI. CHECKING VERIFIED FINDINGS PRIOR TO ADMISSION:

If there is a delay of any consequence between the determination of the family's eligibility and the time it can be admitted to a unit, the family will be questioned before admission in regard to any change in status. If changes are reported, they will be verified to determine their effect on eligibility, preference, and priority rating, rent and unit size required.

XII. SUMMARY OF VERIFICATION DATA

Verification data is to be reviewed and evaluated as received for completeness, accuracy and conclusiveness, accuracy and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If during the verification process it becomes evident that, for one or more reasons, the family is ineligible, the investigation is to be discontinued and the family notified of their ineligibility and the reasons therefore. In such a case, the family is entitled to an informal hearing (see “Hearing Procedures”). If it is determined that the family has tampered with any verification data, it can be grounds for denial of assistance or eviction.

CHAPTER 6

I. COMPUTATION OF ANNUAL INCOME

Once the PHA has verified all income necessary to determine family annual income, as covered in the previous section, it must compute the family's annual income in accordance with program regulations. Income will be calculated in accordance with the procedures outlined below:

A. Project the income from all known sources expected to come into the home during the 12-month period following the date of certification, reexamination or re-determination. Regular periods of seasonal work and lay-offs should be included.

B. Annual Income:

Annual income is the anticipated total income from all sources received by the family head and co-tenant (even if temporarily absent), and by each additional member of the family, including all net income derived from assets anticipated for the 12-month period following the effective date of initial determination, re-examination or re-determination of income, exclusive of income that is temporary, non-recurring or sporadic.

C. Where it is difficult to project income for the coming 12-month period, it may be necessary to:

- 1.** Estimate the anticipated income from all sources, based upon verified information. If any estimates are used, based upon specific verifications or other information, in computing income or allowable expenses on an annual basis, the PHA should clearly identify the rationale for its estimate and the specific method used.
- 2.** Base the projection on amounts of actual income for the past 12 months, if circumstances are expected to be the same.
- 3.** Annualize known income amounts for a 12-month period, even though those amounts are not expected to last for the full 12 months.

D. When the Applicant Family's Total Assets Exceed \$5,000, including imputed amounts of assets disposed of for less than market value during the last two years (see "asset" definition), it is necessary for the PHA to make both of the following calculations to comply with program regulations:

1. Calculate the dollar amount included in the family's annual income, which is specifically derived from assets, such as interest on savings accounts, dividends received, interest portions of payments from sale of property, net income from rental of property, etc.; and
2. Calculate the dollar amount resulting from multiplying the value of the family's total assets by the current passbook rate.

The PHA must then use the larger of the dollar amounts obtained from these two separate calculations in its final computation of the family's annual income. The resulting amount is to be included with other income sources to derive total family income.

CHAPTER 7

I. DETERMINATION OF FAMILY'S UNIT SIZE

- A. Dwellings are to be assigned so that it will not be necessary for persons of opposite sex, other than husband and wife, to occupy the same bedroom, except that if necessary, two children of opposite sex, six years of age or under may share the same bedroom. At admission, one child under one year of age may be permitted to occupy the parents' bedroom; and if necessary, for continued occupancy, one child under two years of age may be permitted to occupy the parents' bedroom. Living rooms may be used for sleeping purposes if necessary.

The appropriate unit size for which the family is eligible must be listed on both the application for tenant eligibility and recertification, and the voucher.

A two-bedroom unit may be used by a two-member family, which consists of a single parent and child, if the child is of the same sex, or by a couple who, due to medical reasons, must have separate bedrooms, as approved by the PHA.

A child or adult who is temporarily away from the home is considered a member of the family in determining the family unit size as long as the unit is their permanent address and they will not be away from the unit for longer than 180 days.

Unless a live-in aide lives with the family, the subsidy size for any family consisting of a single person will always be a one-bedroom unit.

These principles result in the following standards:

<u>Voucher Size</u>	<u>Minimum Number of Persons in Household</u>	<u>Maximum Number of Persons in Household</u>
0-BR	1	2
1-BR	1	3
2-BR	2	5
3-BR	3	7
4-BR	6	9
5-BR	8	11

- B. Occupancy Standards Flexibility:** The criteria and standards prescribed for the determination of an applicant's unit size to be listed on its voucher should apply to the vast majority of families. In some cases, however, the relationship, age, sex, health or disability of the family members may warrant the assignment of a different unit size than that which would result from strict application of the criteria. Such flexibility is permissible to the extent the determinations are made on the basis of such factors. Any allowable determinations of this type must be approved by the Executive director or Deputy Executive Director and should be fully documented in the applicant's file.

For example, an elderly, or disabled person who requires a live-in attendant, or other accommodation, may be assigned a voucher to provide a larger-sized unit than normal occupancy standards would allow.

1. **Smaller-Sized Units:** The family may select a smaller-sized unit, provided there is at least one sleeping room of appropriate size for each two persons in the household. (For example, a three-bedroom voucher holder with five family members could select a two-bedroom unit if there would be two bedrooms for four of the family and a living/sleeping room for the fifth member.) The family would need to sign a statement saying that they have requested the smaller unit.
2. **Larger-Sized Units:** Families may choose a larger-sized unit, but would only receive the subsidy for the unit size for which their family is entitled and they would pay a greater portion of the rent.

C. Effect of Subsidy Size on Benefit Payment Standard

The family unit size, chosen by using HATC's subsidy standard, is used to determine the maximum voucher-rent subsidy. The subsidy for a family is the lower of:

1. The payment standard amount for the family unit size; or
2. The payment standard amount for the actual unit size rented by the family.
3. Payment standards:

The Housing Authority will revise the payment standards, as necessary, to prevent the tenant's share of rent from being a burden. The following factors will be evaluated when payment-standard revisions are being considered:

- a.** Participant rent burden, including burden to quality of housing.
 - b.** Local vacancy rates by bedroom size.
 - c.** Success of voucher holders in finding eligible housing.
 - d.** Actual contract rent increases by bedroom size.
- 4.** Payment-standard adjustments may be limited to certain bedroom sizes. Payment standards may be changed at the discretion of the HATC based upon the availability of program funding.

CHAPTER 8

I. SELECTION OF FAMILIES TO RECEIVE VOUCHERS

Families who are eligible will be selected from a centralized waiting list, as set forth below.

- A. A preference will be given to any family displaced by redevelopment action on the part of a city or the county.
- B. The Housing Authority will accept referrals from the Tulare County Health and Human Services Department, CSET and the Workforce Investment Board each month in an amount necessary to ensure the continuing viability of the Moving-to-Work partnerships and the MTW program. These will be otherwise eligible families whose participation in job-training programs or whose employment is jeopardized by lack of a stable housing situation.
- C. Fifty (50) family slots between the Public Housing and Section 8 Programs will be reserved for families referred by Community Services and Employment Training (CSET). These will be otherwise eligible families whose participation in job-training programs or whose employment is jeopardized by lack of a stable housing situation.
- D. One hundred (100) family slots between the Public Housing and Section 8 Programs will be reserved for families referred by the Tulare County Economic Development Department. These slots will be available to otherwise eligible employees of businesses creating a minimum of 25 new jobs in the county.
- E. Thirty slots will be made available to applicants aging out of the Foster Care System.
- F. At such time as the Housing Authority certifies the existence of a tight rental market, such that it is extremely difficult for a voucher-holder to lease a housing unit under the Section 8 program, the Housing Authority may give preference to applicants who have written verification from a landlord with an available unit who will rent to them on the Section 8 program.
- G. A local preference will be extended to families who are residents of Tulare County. Applicants must provide acceptable documentation to establish that they are residing in Tulare County at the time of their application and when they come up to the top of the waiting list. Acceptable documentation to establish residency in Tulare County include, a current lease, utility bill within the last 30 days, and a wage statement indicating residency in the last 30 days. Applicants who are working in Tulare County, who have been notified that they are hired to work in Tulare County, and full-time students of a Tulare County school, who cannot get a similar education in their own county, shall be considered as residents. Use of

this preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability or age of any member of an applicant family.

- H.** Veteran's preference, as required by California state law, will be taken into consideration.
- I.** In the event of two or more eligible applicants for the same unit size with identical preference and priority status, the date and time sequence of applications will govern selection, with the applicant who filed the earliest being offered the first available allocation of appropriate size.
- J.** Families and single persons who are elderly, disabled, or displaced, or over 55 years of age will be housed prior to single persons who do not qualify for one of these categories.
- K.** In the event that HATC's leasing rate falls below 97%, preference will be given to an applicant who is able to 'lease-in place'. Preference will continue to be weighted until lease up rate reaches 97%. Once target lease up rate is obtained, preference will continue to be documented as part of the application intake process, however, it will not be weighted until such time that lease up rate falls below 97% at any other given time.
- L.** No discrimination because of race, color, creed, religion, sex, age, disability, familial status or national origin. The foregoing preferences and priorities will be followed without regard to race, color, religion, sex, familial status or national origin.
- M.** Elderly or disabled families admitted from the waiting list following commencement of the MTW program will have the option of occupancy under either the MTW-assistance policies, or the tradition of HUD Section 8 program rent and occupancy policies.
- N.** Available vouchers will be issued to families in the following order:
 - 1.** Absorbing families porting in from other jurisdictions. Such families will have the option of being assisted under the MTW-program guidelines, or under the regular HUD policies for the Section 8 program.
 - 2.** Other waiting-list families in order of preference. At any time, 75% of Moving-to-Work families must have incomes at 50%, or less, of median (very low-income). If the incomes of the participating population exceed that amount, all new admissions must be very low-income until the participating tenant population is again within the guidelines.

- 3.** Before families are issued a voucher on the MTW program, they will sign a statement that they are aware that they will only receive rental assistance for a maximum of five years.

CHAPTER 9

I. ISSUANCE OF VOUCHERS AND BRIEFING SESSIONS

A. Objectives:

It is the policy of this Housing Authority to attempt to expand housing opportunities and avoid concentrations of the most economically and socially deprived families, and to encourage families to move to areas of low poverty or ethnic concentration. In order to achieve these goals, studies will be conducted to determine census tracts that contain low-poverty and low-minority levels. Low poverty will be considered any census tract that has a population of which 35% or less are under the poverty level. Low minority will be considered any census tract that has a population, or which under 55% are minorities. In order to encourage families on the Section 8 program to move to those areas, the agency hereby adopts the following policy:

1. The agency will conduct outreach to landlords of units in areas of low poverty to encourage them to rent units to tenants under the Section 8 program.
2. The agency will encourage families during the briefing to move to areas of low poverty by providing maps to show those areas and providing a list of landlords with units in those areas who accept Section 8. They will be told of the advantages of moving to areas with more jobs, better schools and greater opportunities for their families.
3. The families will be informed of the option for portability to areas with low poverty or better job opportunities.

- B.** When allocations become available, the next family on the waiting list will be contacted to provide any necessary verifications. Following the verification process, the family will be scheduled for a briefing and issued a voucher

Briefings are conducted to ensure that families understand the program and its requirements. All families who have been determined eligible for the Section 8 program or who are moving to another unit must attend a briefing. The briefing provides a broad description of owner and family responsibilities, HATC's policies and procedures, and how to lease a unit. The issuance of a voucher does not constitute admission to the program. Admission occurs when the lease and contract become effective.

The PHA will maintain a system to assure that it will be able to honor all outstanding vouchers within its Annual Contributions Contract (ACC) authorization.

C. Preparation and Contents of Vouchers: These are the sole documents, which authorize a family to look for an eligible rental unit for the program. The voucher specifies the appropriate unit size necessary to meet the family's needs and the maximum rent for a unit the family may choose. The voucher also sets forth a number of requirements regarding both family and PHA responsibilities that apply, not only while the voucher is in effect, but also after a HAP contract is executed on behalf of a family. Before the voucher is given to the family, their completed application for eligibility or recertification should be carefully gone over with the family. If the family's income has changed, or if the verification forms are more than 60 days old, new or updated verifications are necessary. This may require the PHA to delay the issuance and briefing. After the briefing, the PHA must be certain to retain a copy of the voucher for the family's file.

1. Family Responsibilities:

- a. Finding a housing unit that meets all program requirements.
- b. Submitting a request for lease approval.
- c. Paying the rent to the owner.
- d. Abiding by the family obligations for program participants.

2. PHA Responsibilities:

- a. Inspecting the family's dwelling unit.
- b. Notifying the family and owner whether or not the lease for the unit selected is approved, or providing a list of necessary repairs.
- c. Making housing assistance payments to the owner on behalf of the family, pursuant to a HAP contract in effect.
- d. Providing fair housing complaint forms (Form HUD-903), if requested by the family, and other services and assistance as may be required.
- e. Providing a list of known Section 8 landlords to voucher holders, and providing assistance to disabled families who are having difficulty locating a unit, when asked.

3. **Term of the Voucher:** The term is for a 60-day period, within which the family must submit a request for lease approval, if the family is to utilize the allocation. The maximum term will not include the time from which the family has submitted a valid Request for Lease Approval to the time when the Housing Authority disapproves the unit. One 30 day extension will be approved at the family's request. Disabled families may request an additional 30 day extension as a reasonable accommodation.

D. Briefing Sessions:

1. **Briefing Sessions:** It is important that the briefing session be organized to give families the opportunity to ask questions, discuss the information provided, and clearly understand their rights, duties and obligations as assisted families.

Briefing Methods: The PHA may choose to brief families individually or in group sessions.

2. **Briefing Session Information to be Disseminated:** The regulations govern the kind of information and specific items that must be given to families in the briefing session. These are:

- a. A description of how the program works.
- b. The term of the voucher and HATC's policy regarding extensions.
- c. Family and owner responsibilities under the lease and contract.
- d. How to find a suitable unit.
- e. What is this PHA's jurisdiction and where the family may rent a unit. This should include areas where housing of suitable price and housing quality may be found, especially non-impacted areas.
- f. Applicable housing-quality standards.
- g. Significant aspects of federal, state, and local fair housing laws.
- h. Applicable payment standards, and how housing-assistance payments are determined, and the rent-reasonableness test.
- i. Informing the families that copies of the Housing Quality Standards (HQS), HAP contract and other pertinent documents and forms are available to them upon request.
- j. Informing the families of housing opportunities within the area.

- k. Informing the families of available affirmative placement activities for individuals experiencing problems.
- l. Actively encouraging families to consider their allocation as a means of finding housing in any non-impacted area, and explaining the benefits of such a move.
- m. Informing families as to their responsibilities as a tenant to their landlord and to the PHA.
- n. Informing families of the HATC policies of providing known information to prospective landlords.
- o. An explanation of portability.

3. The Briefing Packet: At the same time the PHA issues a voucher, it must give the family a briefing packet containing the required information listed below.

- a. Information, the bedroom size and the applicable payment standard appropriate for the family size. The PHA must explain to the families all of the factors that could affect their rent.
- b. Housing Quality Standards (HQS) used by the PHA. What the family should look for when leasing a unit.
- c. Information regarding lead-based-paint poisoning hazards, symptoms and precautions. Form HUD-52591 tells the family about the dangers of lead-based-paint poisoning, how to prevent it, how to tell when a child may be suffering from it, and how to provide treatment for the child.
- d. Equal Opportunity Complaint Form (Form HUD-903) or the Spanish version thereof (Form HUD-169-EO(2)). This brochure explains the 1968 Fair Housing Law and the remedies available to families who believe they have been discriminated against.
- e. Request for Lease Approval (Form HUD-52517-A).
- f. Prohibited Lease Provisions.
- g. A model lease agreement and the HUD require “tenancy addendum” that must be included with the lease.
- h. Hearing procedures for both participants and applicants.

- i. “Fair Housing USA,” a brochure on fair-housing rights.
- j. The term of the voucher and Housing Authority policy on extensions.
- k. Where the family may lease a unit, including portability.
- l. A map showing non-impacted areas showing schools and possible job locations.
- m. The Housing Authority policy on release of information to landlords.
- n. A list of landlords known to take the Section 8 program.
- o. Family obligations under the program and grounds for termination of assistance.
- p. A sign-off form giving prospective landlords tenant information on address and current landlords. Prospective landlords will be given any information in the tenant file, if they request it.

E. Voucher Extensions, Expirations and Reissuances:

- 1. **Voucher Extensions:** If a family is unable to find an acceptable unit within the specified 60-day term, the voucher will expire. If there is a request for an extension, the PHA will consider the following circumstances:
 - a. Extenuating circumstances, such as hospitalization, family emergencies, etc., which affected the family’s ability to locate an acceptable unit but are not expected to affect their search during the additional period, if granted.
 - b. Whether the family’s need for barrier-free housing has affected their success in finding an acceptable house, but that a reasonable chance for success would exist if the family was afforded additional time.
 - c. If there is a request for a “Reasonable Accommodation” due to a disability, the PHA may consider the following items in making a determination to grant an extension:

Extensions past the 90-day maximum will only be granted after requested by the family, with verification of the circumstances that would necessitate a reasonable accommodation. Authorization for such extensions can only be made by the Executive Director, the Deputy Executive Director and the Occupancy Program Specialist, and only for one additional 30 day period.

2. If the voucher expires, the family may reapply for the program, if they so desire. They would then be placed back on the waiting list according to the date and time of their re-application and any other relevant factors. The PHA may not determine the family to be ineligible for the program on the grounds that the family was not able to utilize a previously issued voucher. Any expired vouchers should be reissued to next eligible applicants on the waiting list as soon as possible.
3. The time period from when a family submits the paperwork for inspection until the unit passes inspection, or the owner refuses to make repairs, will not be counted toward the family's maximum time limit. This is known as "suspension."
4. If a unit does not pass an original inspection, the family and the landlord will be notified of the necessary repairs and will be given 30 days in which to complete them. During that time either the landlord or family must call to schedule a re-inspection or request an extension. One additional 30-day extension may be granted to complete the repairs before the Request for Lease Approval will be placed inactive, and the suspension will be ended.
5. If the PHA determines that there is insufficient funding from HUD to support all the current Section 8 contracts and all outstanding Vouchers, the PHA may void issued vouchers if the holders have not submitted paperwork for approval of a unit. Vouchers issued to families directly off the waiting list would be voided first, and then vouchers issued to families who had had a previous Section 8 contract that recently cancelled. If additional cuts are necessary, the PHA may void vouchers held by families who have submitted paperwork for a new unit whose inspection has not yet been approved. Holders of voided vouchers would be placed back onto the Section 8 Program waiting list in the order of their original Section 8 application.

CHAPTER 10

LEASE-APPROVAL PROCESS

- A. HATC will approve a lease if all of the following conditions are met:
 - 1. The unit is eligible;
 - 2. The unit is inspected by HATC and passes the HQS inspection;
 - 3. The lease can be approved and includes the HUD-required lease addendum;
 - 4. The rent to owner is reasonable;
 - 5. The owner is eligible; and
 - 6. The family continues to meet all eligibility and screening criteria.
- B. If tenancy approval is denied, HATC will advise the owner and the family in writing and advise them also of any actions they could take that would enable HATC to approve the tenancy.
- C. When the family finds a unit that is suitable for its needs, it must submit to the PHA a completed Request for Lease Approval, signed by both parties, along with a copy of the lease agreement and other required documents as discussed in the briefing. The PHA will review the request to determine if the owner is eligible to participate in the program, if the unit is eligible, and if the lease is complete. The information provided by the owner and tenant on the form is also used as part of the basis for determining rent reasonableness and to schedule the unit inspection. The request for lease approval must be submitted while the family's voucher is active.
- D. **Determination of Owner Eligibility:**
 - 1. No present or former member or officer of the PHA (except tenant commissioner), no employee of the PHA who formulates policy or influences decisions with respect to the programs, no tenant who is a candidate for employment with the PHA in a policy or decision-making position, and no public official or member of a governing body or state legislature who exercises functions or responsibilities with respect to the Section 8 program, or any member of Congress of the United States during his/her tenure or for one year thereafter, shall have any direct or indirect interest in this contract or in any proceeds or benefits arising from it.

2. The Housing Authority may not approve a lease if the parent, child, grandparent, grandchild, sister or brother of any family member owns the unit, unless requested to do so as a reasonable accommodation for a verified disability.
3. Owners do not have the right to participate in the Section 8 program. Owners may be barred if:
 - a. The owner has violated obligations under a Housing Assistance Payments (HAP) contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
 - b. HATC has been informed by HUD (or otherwise) that the owner has been disbarred, suspended or subject to a limited denial of participation under 24 CFR Part 24;
 - c. HUD has informed the HA 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;
 - d. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
 - e. The owner has engaged in drug trafficking.
 - f. 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.
 - g. The owner has a history or practice of renting units that fail to meet state or local housing codes.
 - h. The owner has not paid state or local real estate taxes, fines or assessments.
 - i. The owner has been threatening, abusive, belligerent or confrontational with Housing Authority staff and behaves in a manner that disrupts the normal Housing Authority operations.
 - j. The owner knew or reasonable should have known he/she received and cashed rental assistance checks to which he/she was not entitled.

- k. The owner has a history or practice of failing to terminate tenancy of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (1) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (2) Threatens the health or safety of other residents, of employees of HATC or of owner employees or other persons engaged in management of the housing;
 - (3) 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
 - (4) Drug-related criminal activity or violent criminal activity.
- l. This is not an all-inclusive list. Other issues may be determined to be grounds for barring an owner.

E. Determination of Unit Eligibility: Unit eligibility is determined by four criteria. First, the gross rent for the unit must be reasonable and must not exceed the applicable rent limitations for voucher holders who are moving to another unit. Secondly, the unit must meet the program's housing quality standards (HQS). Thirdly, the rental of the unit under the program must not violate the regulations if the unit is located in a project that receives federal, state or local subsidy. Finally, the type of housing requested must be allowed by HUD for the voucher program.

- 1. HATC will approve any of the following types of housing in the voucher program:
 - Single-family dwellings
 - Apartments
 - Manufactured housing
- 2. The following types of housing cannot be assisted under the Section 8 Voucher Program:
 - a. A public-housing or Indian-housing unit;
 - b. A unit receiving project-based assistance under a Section 8 program;
 - c. Nursing homes, board-and-care homes, or facilities providing continual psychiatric, medical or nursing services;

- d. College or other school dormitories;
- e. Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions;
- f. A unit occupied by its owner or by a person with any interest in the dwelling unit;
- g. A unit receiving any duplicative federal, state or local housing subsidy. Housing subsidy does not include the housing component of a welfare payment, a Social Security payment received by the family or a rent reduction because of a tax credit.

HATC will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- (1) Congregate housing
- (2) Group homes
- (3) Shared housing
- (4) Cooperative housing
- (5) Independent group residences

3. Determinations of Rent Reasonableness for Vouchers: The following points are emphasized:

- a. Once the contract rent has been determined, the PHA must determine whether or not the rental rate is reasonable. The PHA must certify and document that the contract rent is reasonable in relation to rents currently being charged for comparable units in the private, unassisted market, and that the contract rent is not in excess of rents currently being charged by the owner for comparable unassisted units.

In order to satisfy these requirements, the Housing Authority inspectors will survey the rental market to maintain a working knowledge of unassisted rents at all times. They will make the determination if a requested rent is comparable to at least two unassisted units, taking into consideration the location, unit type, age, and amenities, to be sure there is a valid comparison. If they determine that a rent is not reasonable, they will indicate what the appropriate rent should be.

Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable HATC to establish a higher-market comparable.

By accepting each monthly housing-assistance payment from HATC, the owner, or the owner's representative, certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises. Owners must give HATC any information requested on rents charged by the owner for other units in the premises or elsewhere.

- b. Rent reasonableness will be determined before any rent increase, if there is a five-percent decrease in the published FMR published 60 days before the contract anniversary, if directed by HUD, or at any other time at the discretion of the Housing Authority.

4. **Housing-Quality-Standard Determinations:**

- a. **Initial Inspection:** Before approving a lease, the Housing Authority shall inspect the unit for compliance with housing quality standards, which are designated in Appendix III. If there are defects or deficiencies that must be corrected in order for the unit to be decent, safe and sanitary, the owner shall be advised by the Housing Authority of the work required to be done. Before a contract is executed, the unit must be reinspected to ascertain that the work has been done.
- b. **Periodic Inspection:** In addition to the initial inspection, the Housing Authority will inspect each unit at least biennially, and at such other times as may be necessary, to be assured that the owner and tenant are meeting the obligation to maintain the unit in a decent, safe and sanitary condition, and to provide the agreed-upon utilities and other services.

The Housing Authority will take into account complaints and any other information coming to its attention in scheduling inspections. All complaints concerning compliance with the housing quality standards shall be retained in the Housing Authority's files for three years.

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- No hot or cold water
- No electricity
- Inability to maintain adequate heat
- Major plumbing leak or sewer back-up.
- Natural gas leak
- Broken lock(s) on first floor doors or windows
- Broken windows that unduly allow weather elements into the unit
- Electrical outlet smoking or sparking
- Exposed electrical wires which could result in shock or fire
- Unusable toilet when only one toilet is present in the unit
- Security risks, such as broken doors or windows that would allow intrusion
- Other conditions which pose an immediate threat to health or safety.

Supervisory inspections on at least 5% of the total number of units that were under lease during the previous fiscal year will be conducted.

- c. **Move-Out Inspections:** Move-out inspections will only be conducted as a special request by either the tenant or the landlord. There will be a charge for such inspections which must be paid prior to scheduling the inspection. The results of such an inspection will be available to both the tenant and the owner.

F. Determination Necessary for Leasing of Units in Federally Subsidized Rental Projects: If a voucher holder selects a unit in a project under any of the following programs, certain determinations must be made by the PHA before any lease approval can be granted:

1. Section 221(d)(3) Below Market Interest Rate (BMIR) and Market Interest Rate (MIR) – HUD program.
2. Section 236 (insured or non-insured) – HUD program.
3. Section 202 – HUD program.
4. Section 515 interest credit – Rural Development program.

If the unit selected by a participant is located in any of these types of projects, the PHA must determine whether the project already has 40%, or more, of its units covered by one or more of the following programs:

- a. Section 8 Housing Assistance.
- b. Section 23 Rental Assistance.
- c. Rent Supplement Assistance.
- d. Section 236 “Deep Subsidy” Rental Assistance.
- e. State or local subsidy programs (other than property tax exemption or abatement).

G. Notification of Lease Approval or Disapproval:

1. **Approval:** If the PHA determines that all applicable program requirements have been met with respect to the Request for Lease Approval, as discussed in Paragraph IX above, the PHA notifies the owner and the family, computes the share of the contract rent payable by the family, and completes the HAP contract.
2. **Disapproval:** If the PHA determines that the lease cannot be approved for any reason, including the condition of the unit, the PHA notifies the owner and family:
 - a. Of the reasons the lease or proposed dwelling unit was disapproved.
 - b. That if the conditions requiring disapproval are corrected by the owner, the owner or the tenant must notify the PHA.
 - c. If the disapproval was due to the condition of the unit, the tenant or the owner must schedule a reinspection.

The PHA may approve the unit if the conditions have been corrected satisfactorily within the given time constraints.

CHAPTER 11

COMPUTATION OF RENT, EXECUTION OF LEASE AND HAP CONTRACT

Once a Request for Lease Approval has been approved, the PHA must prepare the Housing Assistance Payments (HAP) contract for execution by the owner and the PHA.

- A. The tenant's share of rent will be either:
1. The contract rent (which has been determined to be reasonable), minus the flat assistance payment amount for the size unit on the voucher issued to the family, or the actual unit size rented, whichever is less; or
 2. Mixed families where some family members are not legally in this county, \$25 will be subtracted in from the flat-assistance amount for each family member who is an ineligible alien; or
 3. A minimum rent of \$50, unless a determination of hardship has been made.

If a substantial unforeseen hardship arises and the family cannot pay their full rent, they may request hardship relief. Such requests must be in writing, stating the reason for the hardship and the expected duration. Consideration will be given for hardship when a family has suffered a catastrophic change, which caused the death, illness or long-term disability of an adult family member, which resulted in the loss of income to the family. In reviewing their request, the Housing Authority may take into consideration other local resources available to the family. These families will be referred to CSET for an assessment of options and links to other community resources for recovery. A contract will be signed with the family, stipulating the change to their Moving-to-Work assistance and the steps the family will take to work toward self-sufficiency. The contract will specify the amount by which the family's Section 8 subsidy will be increased, and for what duration. The amount by which the subsidy will be changed will be determined by Housing Authority staff on a case-by-case basis. If all possible wage earner(s) for a family become(s) permanently disabled, the family will be changed to a traditional income-based program with no time limit.

In cases where a CSET evaluation is not possible or productive, and where there are still possible wage earners the hardship request will be presented to a Hardship Committee made up of community citizens who have sufficient knowledge of the MTW program to make informed decisions as to the disposition of rental assistance for such families. Decisions of the Hardship Committee will be final.

4. For statistical purposes only, a Moving-to-Work family's income and deductions will be calculated according to the HUD Section 8 Program regulations.

This policy is not intended to apply to seasonal-income fluctuations, nor minor or temporary reductions of income.

- B. Security deposits collected prior to the owner and tenant signing the Request for Lease Approval may remain at the amount collected. However, the owner may want to adjust the deposit amount if it is less than the family's TTP. The maximum an owner can collect after signing the request is an amount equal to two month's "contract" rent.
- C. **Execution of the Housing Assistance Payments Contract and Lease:** Once all items with respect to the HAP contract and lease have been approved and appropriately completed by the PHA, the PHA must arrange for the HAP contract to be signed by the owner and for the lease to be executed by the owner and tenant. The PHA then signs the HAP contract and returns a signed copy to the owner and the tenant and keeps a copy for the tenant file. All contracts must be executed within 60 days of the effective date.

CHAPTER 12

I. RE-EXAMINATIONS

A. The Housing Authority will annually re-examine the status of each tenant family relating to eligibility for continued occupancy, the rent charged and the size of the unit required.

1. HATC will send a notification letter to the family letting them know that it is time for their required reexamination and scheduling an appointment. The letter includes form(s) for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. Accommodations will be made for individuals who are physically unable to come to HATC's office for an appointment. At the option of HATC, either a mail packet will be sent or a home visit scheduled.

During the reexamination, the family must provide all information regarding income, assets, expenses and other information, including current family composition, income, asset and deduction necessary to determine the family's share of rent. The family must sign the HUD consent form and other consent forms that later will be mailed or faxed to the sources that will verify the family circumstances. Where possible, up-front verification systems will be used to verify family circumstances.

2. Reexaminations are coordinated with HAP contract anniversary or termination dates. Contract-rent adjustments will be subject to rent-reasonableness determinations. Increases will only be considered if the landlord submits a written request 60 days prior to the anniversary date. The same procedures used for determining the family's share of the rent for the initial HAP contract are also applicable for reexamination.

B. Notification of Re-Examination Results: Once the reexamination process has been completed, the family must be notified whether or not it continues to be eligible for assistance.

1. **Families Determined Ineligible:** If a family has been determined ineligible for continued assistance, the family must be notified in writing with a statement of the reasons and offered the opportunity to request an informal hearing. In addition, because the HAP contract is expiring at the time of the reexamination, it cannot be renewed, and the family and owner must both be informed in writing of the termination date. If the family desires to continue in occupancy, the owner and family must make their own separate leasing arrangements.

In cases at reexamination where the family's income exceeds 120% of median, the family and the landlord will be notified that assistance will be terminated. The family will also be informed that, should their income drop within six months, they will be eligible to come back in to start receiving assistance again.

If the unit becomes substandard due to action or inaction of the family, the family would be ineligible for continued assistance. If the Housing Authority cannot definitively determine that the family causes the problem, the Housing Authority will assume that the fault is with the landlord, and will issue a new voucher to the family.

Cases where the family was receiving assistance as of June 19, 1995, and the head and/or spouse are not citizens or eligible aliens, the family may be eligible for prorated assistance. If they are not eligible for prorated assistance, or do not choose to have their assistance prorated, they will be eligible to have termination of assistance deferred for a maximum of eighteen months. Deferral will be reconsidered in six-month intervals.

If the Housing Authority terminates assistance or denies issuance of a voucher to a participant, the participant will be informed of their right to request a hearing.

2. Families Determined Eligible:

- a.** If, upon reexamination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe, and sanitary accommodations, as described in the occupancy standards, the family will be recertified to move.

In such cases, the Housing Authority will recertify the family to move 60 days prior to the anniversary date, or as soon as income verification is complete. The family may then move with assistance as soon as their new unit passes inspection.

- b.** If a family requests to move, agrees to move at the owner's request, is required to move as above, or their current unit does not pass inspection, they will be given a voucher to move either 60 days prior to the end of their current contract, or as soon as their income verification is complete, whichever comes last. These families will be required to attend a briefing.

If an owner is willing to renew the contract, but the family wishes to move, they will be given a voucher to look for a new unit up to 60 days in advance of the end of their lease. However, their new contract cannot become effective until the end of their current lease.

The Housing Authority will pay subsidies on behalf of the participant for two units for up to one week.

- c. If the PHA determines that there is insufficient funding from HUD to support all the current Section 8 contracts and all outstanding Vouchers, the PHA may refuse to issue a new voucher to a family whose current contract is going to be cancelled. Such families would be placed back onto the Section 8 Program waiting list in the order of their original Section 8 application.
- d. If the tenant and landlord wish to renew the current contract and the unit passes inspection, they will both sign an amendment to the contract, showing the new amounts and the effective date of the changes. The family will be given at least 30 days' notice of any rent increase.

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give HATC a copy of the changes. The lease, including any changes, must be in accordance with both this administrative plan and HUD regulations.

Assistance shall not be continued unless HATC has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner.

- d. **Other Eligibility Factors:** The family may be determined ineligible for a desired move with continued assistance if the family owes money for unpaid rent or for other responsibilities under the lease with their owner, including amounts for damages to the units, which may be in excess of the family's security deposit.
3. **Repayment Agreement When Assisted Family Moves:** Prior to issuance of a new voucher, the family must sign an agreement to repay the Housing Authority any amounts owed to the Housing Authority, by virtue of a claim paid by the Housing Authority to an owner for unpaid rent, damages or vacancy payments, or money owed to the Housing Authority for retroactive rent.

- a. Assistance for families who have signed a repayment agreement previously with the PHA, who are behind in their payments, will be terminated at the end of their current contract, unless the payments are brought current.
- b. The Housing Authority will not process portability requests from residents who are paying on a promissory note. At such time as the note is paid in full, they will be allowed to move to another jurisdiction.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

1. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
2. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
3. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able determine retroactive rent for the three years for which documentation is available.

Repayment Time Period. The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Repayment Options. Tenants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
 2. Monthly installment; or
 3. A combination of 1 and 2, above
- For example, a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.

The length of the repayment agreement is determined by the amount of debt owed as follows:

Amount Owed	Repayment Term
≤ \$450	6 months
\$451 - \$900	1 year
\$901 - \$2,000	2 years
\$2,001 - \$5,000	3 years

1. The agreement shall require the tenant to make an initial minimum payment of ten percent of the total amount owed.
2. All moneys owed to HATC must be paid by the final due date on the repayment agreement. Failure to comply with the repayment agreement terms may subject the tenant to eviction, and HATC will seek repayment in another manner.
3. The Executive Director must approve any exceptions to these guidelines.

C. MTW Status Notification:

Every year families participating in the MTW Demonstration Program shall be notified, and will be required to sign a statement showing the number of year they may continue to receive rental assistance. This notice shall also contain information about where families may receive services which they need in order to become self-sufficient. A copy will be given to the family and a copy will remain in the tenant file.

D. Interim Changes:

1. Families will be required to report any changes in family composition. Families must get permission from the Housing Authority, following all the required verification procedures, and from the landlord. The Housing Authority and the landlord have the right to deny the addition of another adult. All necessary screening procedures must be followed, except for income verification. If approval is given, an amendment will be prepared and signed. Moving in any family member who is not an eligible alien or citizen will result in a decrease of assistance by \$25 for each illegal member being added to the lease.

Any additional family members added to the lease who are illegally in this country will cause the assistance payment to be decreased by \$25 for each such person.

2. On a case-by-case basis where a family unit dissolves, assistance will be awarded to the custodial parent, if there are minors. Otherwise, the assistance will be awarded to the family member(s) remaining in the unit, unless individual circumstances, including abuse, necessitate a different decision. If there is a dispute regarding who is entitled to remain in the unit, the assistance will be awarded as ordered by the court, and the Housing Authority will not decide between the claimants for the assistance.

3. If the family composition for a qualifying “elderly” or “disabled” family, housed after May 1, 1999, which is on a traditional income based assistance program with no time limit changes such that it would no longer qualify as either “elderly” or “disabled”, the family would be required to change over to the Moving to Work Demonstration Program with a fixed subsidy amount and a five year time limit. The time limit would begin following the processing of the family composition change.

CHAPTER 13

MOVING-TO-WORK END-OF-PARTICIPATION PROCEDURES

- I.** In order to coordinate the last year of rental assistance with the lease anniversary dates, clerks will be sent a list of families who have one year of assistance left. This list will be sent out three months prior to the family's lease anniversary date.

During the regular annual interview with the family, the family will be given the notification that this will be their last year of rental assistance to sign. They will be given a copy, and a copy will be placed in the tenant file. The notification will state that there will be no exceptions to this policy.

- II.** If the family stays in place at their annual, the clerk will have both the family and the owner sign the MTW Fifth-Year Contract Amendment. This form will state that during the last year, the tenant and landlord cannot agree to mutually terminate the lease. If the family is violating their lease and the landlord wants them out of the unit, the landlord must pursue an eviction. If the family wants to move they will forfeit the remainder of their fifth year of assistance. Both the family and the landlord will receive a copy of the amendment and a copy of the MTW last-year notification.
- III.** If the family is recertified to move and finds a new unit they will need to sign a copy of the MTW Five-Year Contract Amendment. When the landlord is sent a copy of the contract to sign, they will also be sent the MTW Fifth-Year Contract Amendment to sign also, to let them know that they will not be allowed to terminate the contract early unless they evict the family for cause. Both the family and landlord will be given copies of the amendment for their records.
- IV.** Approximately six months into the last year of the contract, clerks will be sent a list of tenants who only have six months left. The clerk will then send both the tenant and the landlord a copy of the MTW Six-Month Time-Limit Notice.
- V.** Approximately two months prior to the end of the last year of the contract, clerks will be sent a list of families who only have two months left. The clerks will send the families and the landlord the MTW Two-Month Time-Limit Notice.
- VI.** The contracts will be cancelled either at the end of the month in which the tenant moves out, or at the end of the contract, whichever comes first.
- VII.** Families who are on MTW and port out, then port back, will only receive the assistance for the remainder of the MTW five-year time limit.

CHAPTER 14

I. MOBILITY OF ASSISTED FAMILIES

For families already participating in the voucher program, the HATC will allow the family to move to a new unit if the assisted lease for the old unit has terminated, the landlord does not want to renew the lease, the family and landlord mutually agree to terminate the lease, or, after the first year of the HAP contract, the tenant gives the landlord a sixty-day notice to vacate.

- A. Income Review:** The family must comply with requests from the PHA for any updated income information and other such records the PHA may need since re-verification of the family's income is required prior to issuing the family a voucher to move.
- B.** If the family has been determined eligible, the PHA must issue the family a new voucher. Although such families may be familiar with the operation of the program, they may still need much of the same information and services as provided first-time voucher holders, so attendance at a briefing is required.
- C. Requirements Applicable to Families who are Required to Move due to Condition of Present Unit:** The PHA may find it necessary to terminate a HAP contract with an owner whose unit no longer meets the HQS due to the owner's lack of upkeep, and where the owner refuses to correct the deficiencies. Affected families must be issued a new voucher for use in locating a new unit, and the voucher should be issued in advance of the termination date, if at all possible. (The PHA may wish initially to abate one or more housing assistance payments prior to contract termination.) It is important that the PHA provide as much assistance as possible.
- D.** If and when an acceptable unit is located that is available for occupancy by the family, and the lease with the current owner can be terminated in accordance with its terms, the HAP contract with the current owner must be terminated, and housing assistance payments provided for the new unit.
- E. Direct Assistance:** The PHA must provide assistance to families who allege that illegal discrimination is preventing them from finding suitable units. Other assistance may be provided at the discretion of the PHA.
- F.** If the family owes money to any Housing Authority and has not signed a promissory note, or they are not current on a note already signed, they will not be eligible for a new voucher.

- G. Ineligibility Notice Requirements:** If the family has been determined ineligible for a new voucher for use in relocating to a new unit, the family must be notified by the PHA in writing and be given an opportunity for an informal hearing.
- H.** Unless a move is required due to breach of HQS or a change in family size, families will only be allowed to move two times in any 12-month period.

II. MOBILITY OF ASSISTED FAMILIES OUTSIDE THE PHA'S JURISDICTION

Voucher holders may move to the jurisdiction of another PHA, provided they do not owe money to the Housing Authority and are in good standing. If they owe money, they will not be allowed a voucher to move to the jurisdiction of another PHA until that money is paid in full.

- A.** Families who wish to port out of the HATC jurisdiction must:
 - 1.** Have a mutual lease termination agreement signed with their landlord; or
 - 2.** Be at the end of their lease agreement with their landlord; or
 - 4.** Have a voucher because the landlord does not wish to renew the lease; or
 - 5.** Have received a voucher because their unit did not pass inspection; or
 - 6.** Have given the landlord a 60-day notice if they are in the second or subsequent year of their lease.
- B.** MTW families will be told that when they port, they will go back to an income-based rent and told what their rent will be. They will also be told that if they port back into the jurisdiction of the HATC, they will only receive assistance for the remainder of their MTW term.
- C.** After the family who wishes to port out of the HATC jurisdiction has received their voucher from their caseworker, they must fill out a portability-request form, stating to which housing authority's jurisdiction they wish to port. At that time, their paperwork will be forwarded to the portability clerk for referral to the receiving agency.
- D.** If there is insufficient funding by HUD to support current contracts and outstanding vouchers, the PHA may deny portability requests to families wishing to move to jurisdictions with higher Voucher payment standards or more lenient subsidy standards if that jurisdiction will not be absorbing the family. The PHA must verify that information before denying the portability request.

- III.** Families porting into the jurisdiction of the Housing Authority of the county of Tulare will be placed into the Moving to Work Demonstration program unless they qualify as an elderly or disabled family, or they began receiving Section 8 Housing Choice Voucher assistance prior to May 1, 1999.

CHAPTER 15

I. EVICTIONS

The contract and the assisted lease shall provide that the owner shall not terminate the tenancy, except for:

- A. Serious or repeated violation of the terms and conditions of the lease.
- B. Violations of federal, state or local law, which impose obligations on the tenant in connection with the occupancy or use of the dwelling unit and surrounding premises.
- C. Other good cause, as provided in the lease, including but not limited to, the following:
 - 1. Failure by the family to accept the offer of a new lease by the owner.
 - 2. A family history of disturbances of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property.
 - 3. Criminal activity by family members, involving crimes of physical violence to persons or property.
 - 4. Any drug-related, criminal activity on or near the premises.
 - 5. The owner's desire to utilize the unit for personal or family use, or for a purpose other than use as a residential rental unit.
 - 6. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to rent the unit at a higher rent).
- D. Applicable provisions of 42 USC 925, Violence Against Women Act supersedes these policies and shall be applicable.
- E. The owner must give the PHA a copy of any eviction notices served to the tenant.

II. Family Eligibility for Continued Assistance. Termination of Tenancy is not Automatic Termination of Assistance:

- A.** If the family is evicted, the PHA may determine the family eligible for another voucher, provided they have not violated any of the Section 8 program family obligations.

- B.** If the family is determined to be ineligible for continued assistance at the time of termination of tenancy, the PHA is required to notify the family and to provide an informal hearing on the determination.

CHAPTER 16

I. TERMINATION OF HAP CONTRACTS

In the following cases, the Housing Authority may terminate housing-assistance payments that are being made on behalf of the participant under an outstanding contract.

A. Automatic HAP Contract Terminations: The HAP contract automatically terminates at the time:

1. The owner terminates the lease.
2. The tenant terminates the lease.
3. The owner and the tenant agree to terminate the lease.
4. The Housing Authority terminates the HAP contract.
5. The Housing Authority terminates assistance for the family.
6. There have been at least six months since the last HAP payment was made.
7. The owner does not wish to enter into a new HAP contract, nor wishes to extend the current one, and the family accepts a voucher to move.

B. PHA-Initiated HAP Contract Terminations: Under the following circumstances, the PHA may find it necessary to terminate the HAP contract prior to its regular termination date.

1. If the participant has violated any family obligation under the Section 8 Existing Housing Program. This could be caused by either the action or inaction of the family which makes the unit uninhabitable, unsafe or substandard. Examples could include failure to pay for any utilities the lease requires the family to pay for, failure to provide or maintain appliances the lease requires the family to provide, or damage to the unit by the family or their guests. Furthermore, HATC may terminate assistance to a family because of any HQS breach it causes.

If the Housing Authority cannot definitively determine that it is the tenant's fault, then the Housing Authority will assume the responsibility is the landlords. In such instances, the family will not be eligible for continued assistance.

2. If the participant has breached an agreement for repayment of monies owed to the Housing Authority.

3. If the Housing Authority has reason to believe that a family may have committed fraud, the Housing Authority will take action to determine whether or not there has been program abuse. If a determination of fraud has been made in connection with any federal housing-assistance program, the contract may be terminated.

Any allegations of fraud will be investigated by the family's caseworker by calling in the family to discuss the charges, then following up with necessary verifications. Anonymous information will be treated with skepticism, and, unless the family confirms the information or alternative verification is obtained, the allegation will not be pursued.

If fraud is confirmed and the Housing Authority determines to terminate assistance, both the family and the owner will be provided with a 30-day notice of termination of the HAP contract. The family will be informed of their right to request a hearing on the matter. The Housing Authority may require repayment by the family of excess housing-assistance payments made on their behalf by the Housing Authority.

4. If the owner fails to maintain a dwelling unit in a decent, safe, and sanitary condition, the Housing Authority may exercise any of its rights and remedies under the contract, including termination of housing-assistance payments (even if the family continues in occupancy) and termination of the contract.
 - a. HATC will not make any housing-assistance payments for a dwelling unit that fails to meet HQS, unless the owner corrects the defect within the period specified by HATC and the correction is verified. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 days or any HATC approved extension.
 - b. When an owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, HATC will halt, or abate, rent payments for the dwelling unit on a pro-rated basis. Abated payments will not be repaid to the owner.
 - c. The abatement will continue until a decision is made to terminate the HAP contract. If the deficiencies are corrected, HATC will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

- d. The owner is not responsible for a breach of the HQS not caused by the owner, and for which the family is responsible.
 - 5. If the family has been absent from their unit for over 180 days.
 - a. Families are considered absent when no member of the family is residing in their unit. HATC may use utility bills, statements from neighbors and landlords, visits to the unit, postal records, letters, and any other appropriate methods to determine whether the family is absent. Families who are absent from their units for 180 or more consecutive days will have their housing-assistance payments terminated.
 - b. Families who know, or believe, that they are going to be absent from their unit for more than 90 consecutive days must inform HATC of this as early as can be reasonably expected. HATC will determine, on a case-by-case basis, whether adequate notice was given.
 - c. HATC may continue housing-assistance payments for up to 180 days for families who will be absent from their units for good cause, such as long-term hospitalization. Even with good cause, housing-assistance payments must cease after 180 days. HATC will require verification of cause.
 - d. A family whose housing-assistance payment has ceased will be terminated from the Section 8 program.
 - 6. HATC may terminate the HAP contract if HATC determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program (24CFR 982.454). Priorities for such terminations would be determined by the PHA Board of Commissioners.
 - 7. If the family's income has increased to over 120% of the area median.
 - 8. If the family has received a total of five years' rental assistance on the MTW rental-assistance program.
- C. If the Housing Authority determines to terminate the contract, and the family is eligible to move to another dwelling unit with assistance under the Housing Authority's Section 8 program, the Housing Authority will issue another voucher to the family.

II. SECURITY DEPOSIT DISPOSITIONS

A. Security Deposit:

- 1.** The maximum deposit the owner may collect will be the one-month “contract rent.” For units leased in place, deposits in excess of this amount do not have to be refunded until the family vacates the unit, subject to the lease terms.

CHAPTER 17

DENIAL OR TERMINATION OF ASSISTANCE DUE TO INSUFFICIENT FUNDING

In the event of the PHA having insufficient funding from HUD to maintain the Section 8 assistance at current levels, and if cancellations would not decrease projected expenditures sufficiently, the following steps would be taken:

1. Portability requests from families who wish to move to jurisdictions with higher voucher payment standards or more lenient subsidy standards where the jurisdiction will not be absorbing the family will be denied.
2. Vouchers issued to families off the waiting list who have not submitted paperwork for approval of a unit will be voided.
3. Vouchers issued to families whose previous Section 8 contract has been cancelled but who have not yet submitted paperwork for approval of a unit will be voided.
4. Vouchers issued to families who have submitted paperwork for approval of a unit which has not yet passed inspection will be voided.
5. Families whose current contract will be canceling will not be issued a voucher.
6. Current contracts for Section 8 tenants will be cancelled. Priorities for such terminations will be determined by the PHA Board of Commissioners.

All terminated voucher holders and families in good standing whose current contract is cancelled will be placed back on the waiting list according to the date of their original application.

CHAPTER 18

I. EQUAL OPPORTUNITY, FAIR HOUSING AND REASONABLE ACCOMMODATION

HATC shall affirmatively further fair housing in the administration of the Section 8 program. It is the policy of HATC to fully comply with all federal, state and local non-discrimination laws; the Americans with Disabilities Act; and the United States Department of Housing and Urban Development regulations governing fair housing and equal opportunity.

No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the HATC's programs.

HATC will provide federal/state/local information to applicants for and participants in the Section 8 housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available during the applicant briefing session, and all applicable fair-housing information and discrimination complaint forms will be made a part of the voucher holder's briefing packet.

II. REASONABLE ACCOMMODATION

In accord with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1992, and the Fair Housing Act, as amended; no otherwise qualified individual with disabilities shall, solely by reason of disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of HATC. HATC will take appropriate measures to ensure that an individual with disabilities shall have equal access to available services and programs.

The Housing Authority will make the Section 8 program accessible to disabled applicants and tenants, in any way it is financially feasible to do so, and does not fundamentally alter the program or conflict with program regulations.

Specifically, if necessary to accommodate a verified disability, the Housing Authority will:

- A. Reinstate, if requested, an application the waiting list, if they have been purged, back to their original date and time.
- B. At the discretion of the PHA (except as requested as reasonable accommodation for a disability), the Housing Authority may choose to offer the following types of housing options:

1. Single-room occupancy (SROs)
2. Congregate housing
3. Group homes
4. Shared housing
5. Cooperatives
6. Mobile home pad rental

Such housing options will be in accordance with HUD regulations. If requested as a reasonable accommodation, the Housing Authority must allow the requested housing type.

- C. Allow a lease for a unit owned by a relative.
- D. In its activities to encourage participation by owners, include encouragement of participation by owners having accessible units;
- E. When issuing a housing voucher to a family which includes an individual with disabilities include a current listing of available accessible units known to HATC and, if necessary and requested by the family, assist the family in locating an available accessible dwelling unit;
- F. Take into account any special problem in locating an accessible or suitable unit when considering requests by eligible individuals with disabilities for extensions of housing choice vouchers.
- G. Any applicant or participant with one or more disabled household members may request a reasonable accommodation to any of HATC rules, policies, practices or services in order to take full advantage of the programs and services offered by the agency. Upon receipt of the initial request, HATC may require verification of the need for such accommodation. No action will be taken on the request until the verification is returned.
- H. **Questions to Ask in Granting the Accommodation**

1. Is the requestor a person with disabilities?

If the disability is apparent or already documented, the answer to this question is “yes.” It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, HATC will obtain verification that the person is a person with a disability.

2. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is “yes.” If it is not apparent, HATC will obtain documentation that the requested accommodation is needed due to the disability. HATC will not inquire as to the nature of the disability.
 3. Would the accommodation constitute a fundamental alteration? HATC's business is housing. If the request would alter the fundamental business that HATC conducts, that would not be reasonable. For instance, HATC would deny a request to have HATC do grocery shopping for a person with disabilities.
 4. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently, the requested accommodation costs little or nothing. If the cost would be an undue burden, HATC may request a meeting with the individual to investigate and consider equally effective alternatives.
- I. All requests for reasonable accommodation must be submitted in writing to the eligibility clerk who will then forward the request to the Deputy Executive Director or the Executive Director for a decision. After a decision is made, the clerk and the family will be notified of the decision. A record of all requests and their outcome will be kept on an accommodations log in the administrative office.

CHAPTER 19

ASSISTANCE IN FAMILY/OWNER RELATIONS

- A. Degree of PHA Involvement:** Except as noted in Section B below, the PHA has discretion in deciding upon the degree of its involvement in family/owner complaints. At a minimum, however, the PHA must be prepared to provide information about program requirements and contractual obligations of both parties. In many cases, PHA clarification of these items may be sufficient to resolve problems and prevent potential lease terminations, evictions and non-participation of specific owners. Although the disagreements between specific families and owners will vary considerably and each case will have to be handled individually, the PHA's role should always be that of emphasizing the fulfillment of program responsibilities and contractual obligations contained in the family's voucher, the lease between the family and the owner, and the PHA's HAP contract with the owner.
- B. Equal Opportunity Complaints:** If a disagreement between the owner and the family involves alleged discrimination on the part of the owner, the PHA must provide assistance to the family in accordance with Objective IV of its approved Equal Opportunity Housing Plan, which must include the following:
1. The PHA must inform the family of its rights under federal, state and local law, including the right to file a formal complaint under one or more of these laws.
 2. If the family wishes to file a complaint under Title VIII of the Civil Rights Act of 1968, the PHA must:
 - a. Assist the family in completing Form HUD-903, "Discrimination Complaint" (Form HUD-903-A Spanish version); or
 - b. Refer the family to local fair housing organization or HUD field office, where such assistance can be obtained.
- C. Assistance to Owners:** The regulations require that the owner must be responsible for the performance of ordinary and extraordinary maintenance. These responsibilities may include interior and exterior painting, maintenance to stairwells, common areas and exterior grounds. The PHA should remind the owner of their maintenance responsibilities at the time of initial inspection, at each annual inspection, and when assisted families complain to the PHA about the condition of the unit.

- D. Administrative Errors and Omissions:** It is crucial that the PHA establish and maintain a high degree of accuracy in administering its program. From time to time, minor administrative errors or omissions may be discovered, which require immediate PHA action.
- E. Prevention:** One of the minimum requirements of the PHA is the establishment of adequate quality-control systems. Also, the PHA must provide adequate training for new staff, as well as providing monitoring and evaluation of its other employees, and further training, as necessary. In addition, the PHA staff, through tenant and owner briefings and other oral and written communication, must ensure that tenants and owners are fully informed about program requirements.
- F. Cures:** If errors or omissions are discovered, the PHA must immediately correct the deficiency as follows:
1. For errors that affect the tenant's share of the contract rent, the correct payment (and subsequent calculation of the correct housing-assistance payment to be provided the owner) must immediately be established by an amendment to the lease and HAP contract. In addition:
 - a. If the tenant's share of the rent had been incorrectly established too high, the PHA must also immediately refund the total amount due to the tenant and make up the difference from the housing assistance payment account or from administrative fees.
 - b. If the tenant's share of the rent was incorrectly established too low, the PHA may require repayment by the family within a reasonable period of time, and if not repaid, may terminate the assistance for the family.
 2. For errors that affect the owner's housing assistance payment, the correct calculation of the housing assistance payment to be provided on behalf of the family must immediately be established, and an amendment to the lease and HAP contract must be executed. In addition:
 - a. If the owner's housing-assistance payment had been incorrectly established too high, the PHA must make an attempt to recoup the overpayment.
 - b. If the owner's housing-assistance payment had been incorrectly established too low, the PHA must make up the difference from the housing-assistance payments.

CHAPTER 20

I. INFORMAL HEARING FOR DENIAL, REDUCTION OR TERMINATION OF ASSISTANCE

PHA Requests: The regulations provide that if the PHA determines an applicant to be ineligible for a voucher, the PHA must notify the applicant in writing of the reasons for the ineligibility and the right of the applicant to request, within ten days, an informal hearing. After conducting such a hearing, if requested, the PHA must also notify the applicant of the decision in writing.

These informal hearings must also be followed before the PHA refuses to renew a voucher, and before it terminates or reduces housing assistance payments to participants under the program.

A. Informal Review Procedures – Applicants:

This section sets forth the procedures for an informal review accorded applicants who have been determined by the Housing Authority as ineligible to participate in the Section 8 Housing Choice Voucher Program.

1. **Eligibility for an Informal Review:** Applicants are entitled to an informal review if they have been determined by the Housing Authority to be ineligible for participation based upon any of the grounds for denial listed below:
 - a. They are taken off the waiting list.
 - b. They are denied a voucher.
 - c. A contract for assistance for the family is not executed.
2. **Notice to the Applicant:** The Housing Authority shall give an applicant prompt, written notice of a decision denying assistance to the applicant, including a decision denying placement on the Housing Authority waiting list, issuance of a voucher or participation in the program. This notice is to state that the applicant may request an informal review of the decision.
3. **Request by the Applicant:** If the applicant requests an informal review, the request must be made in writing and must be within ten working days from the date of the notice.

4. **Designation of Person to Conduct the Review:** The applicant's review is to be conducted by any person, or persons, designated by the Housing Authority, other than a person who made or approved the decision under review or a subordinate of such person. The applicant shall be given an opportunity to present written or oral objections to the decision of the Housing Authority at the review. The applicant will be promptly notified in writing by the Housing Authority of the final decision after the informal review, including a brief statement of the reasons for the final decision.
5. **Decisions Not Subject to Review Procedures:** Applicants cannot request an informal review for the following purposes:
 - a. To review discretionary, administrative determinations of the Housing Authority, or to consider general policy issues or class grievances.
 - b. To review the Housing Authority's determination of the number of bedrooms entered on a voucher.
 - c. To review the Housing Authority's determination that a unit located by a voucher holder does not meet housing-quality standards.
 - d. To review the Housing Authority's decision not to approve the lease for a unit.
 - e. To review the Housing Authority's decision to disapprove a request by a voucher holder to extend the term of the voucher.
 - f. To discuss restrictions on assistance to non-legal residents.

B. Informal Hearings – Participants:

This section sets forth the procedures for an informal hearing for Section 8 Housing Choice Voucher Program participants.

1. Informal hearings are accorded to participants in the following cases:
 - a. A decision to deny or terminate assistance on behalf of the participant.
 - b. A determination that a participant family is residing in a unit with a larger number of bedrooms than appropriate under the Housing Authority's occupancy standards.

- c.** In the case of an assisted family who wants to move to another dwelling unit with continued participation in the Housing Authority's program, a determination of the number of bedrooms entered on the voucher under the standards established by the Housing Authority.
- d.** Termination of assistance due to breach of lease or HQS by the family.
- e.** Termination due to family absence from the subsidized unit.

2. Participants are not entitled to informal hearings to:

- a.** Review discretionary, administrative determinations by the Housing Authority.
- b.** Consider general policy issues or class grievances.
- c.** Review the Housing Authority's determination that a unit does not comply with the Housing Authority's HQS; that the owner has failed to maintain a unit in a decent, safe, and sanitary housing condition; or that the unit is not decent, safe and sanitary because of an increase in family size or change in family composition.
- d.** Review a decision by the Housing Authority to exercise any remedy against the owner under an outstanding contract (including termination of housing assistance payments to the owner).
- e.** Review the Housing Authority's decision not to approve a family's request for an extension of the term of the voucher issued to an assisted family who wants to move to another dwelling unit with continued participation in the Section 8 program.
- f.** To discuss requirements for a larger unit due to change in family size or composition.
- g.** To discuss the Housing Authority establishment of utility allowances.
- h.** To discuss Housing Authority failure to approve a proposed lease.
- i.** Termination of assistance because the family has received assistance for the maximum five-year limit.
- j.** Review of denial of a hardship request.

3. **Notice to Participant:** A notice from the Housing Authority to the participant, which adversely affects the family in cases outlined in B.1(a-e) above, will contain a brief statement of the reasons for the decision. It will state that if the participant does not agree with the decision, they may request an informal hearing, and shall state the time within ten working days from the date of the notice by which the request for the hearing must be made. The participant will be advised that all requests must be made in writing.
4. Hearings requested for termination or denial of assistance must be held prior to that termination. Hearings for other reasons are not required to be held prior to the effective date of those decisions.

II. HEARING OFFICERS - ALL HEARINGS:

The designated PHA hearing officer will conduct hearings. Participants may, at their own expense, be represented. The hearing officer will regulate the conduct of the hearing, with both the PHA and participant given the opportunity to present evidence and question any witnesses. Evidence may be considered without regard to admissibility under rules for judicial proceedings. The family has the right to examine Housing Authority documents that are relevant to the hearing, and may copy these documents at their expense. Documents not available to the family may not be used in the hearing. The Housing Authority will also have the right to examine, and copy at its expense, any family documents that will be presented at the hearing. Any documents not available to the Housing Authority before the hearing may not be presented at the hearing.

CHAPTER 21

I. PRIVACY RIGHTS

Each adult in an applicant or participant household is required to sign HUD's Form 9886, Authorization for Release of Information and Privacy Act Notice. This form incorporates the Federal Privacy Act Statement and describes the conditions under which family information will be released.

- A. Prospective landlords will be given any information in the tenant file, if they request it.
- B. Prospective landlord must be given a participant's current address, and the name and address, if known, of the landlord at the participant's current address.

The Request for Tenancy Approval notifies owners of this requirement and directs them to contact their Housing Authority representative to obtain this information, if desired.

HATC will give every applicant/participant a copy of HATC's policy on providing information to owners.

HATC will maintain any police, criminal, or medical records in a separate file system. Police and criminal records will be destroyed once the time limits for any appeals have expired.

HATC will comply, on a case-by-case basis, with information requests from federal, state or local law-enforcement officers following verification of their status in law enforcement.

II. PUBLIC RECORDS POLICY

Applicants or tenants will not be charged for copies of any documents which they have signed. However, if an applicant, participant or their authorized representative needs copies of any information held by HATC, the charge for all copies made will be ten cents per page.

RENTER- MENTOR PROGRAM

The Renter-Mentor Program will be a cooperative project administered jointly by CASA, the Housing Authority, CSET, and the County Independent Living Program (ILP). Through this project, a total of ten youth will be assisted with their rent for a maximum of two years, as long as they are abiding by their Partnership Agreement.

Once the Permanency Team has identified a youth to participate in the Renter-Mentor Program, the youth has signed the Partnership Agreement, and a suitable Mentor family has been screened and trained, the youth and family will complete a Housing Authority Preliminary Application form, a Request for Lease Approval Form, Tenancy Addendum Form, and a Tax Payer ID form.

This packet will be given to the Housing Authority Administrative Office. The packet will then be sent to the H. A. Area office closest to where the youth lives (Dinuba, Visalia, Tulare, or Porterville).

The H. A. area office staff will contact the youth and make an appointment for them to come into the office to update all necessary information and sign necessary forms. Any income the youth has will have to be verified. The paperwork for the proposed home will be reviewed and an inspection scheduled.

If the first inspection does not pass, the youth, the family and the Permanency team will be notified. If the family makes the repairs, the youth's H. A. caseworker will need to be called to schedule a follow-up inspection. If the family chooses not to do the repairs, a new housing situation will have to be found.

Once the home passes inspection, the H.A. will contact ILP to establish a move-in date, and will complete contracts with the family, and begin rental assistance. Payments will be sent to the family once a month at the beginning of the month at a fixed monthly amount.

If the youth moves out, ILP must notify the H. A. immediately. If a different housing situation is needed, new paperwork will need to be completed and an inspection approved before assistance can begin in the new home.

FAMILY UNIFICATION PROGRAM

The Family Unification Program has a Section 8 voucher allocation of 20 “slots” from HUD to the Housing Authority to provide rental assistance specifically for families for whom the lack of adequate housing is a primary factor in the separation, or the threat of imminent separation, and to emancipated youth who lack adequate housing.

Memorandums of Understanding have been signed by the Housing Authority and Tulare County Health and Human Services Department Child Welfare Division. They refer clients to the Housing Authority for these Section 8 vouchers. The agency maintains its own waiting list. As vacancies occur, the agency is notified by the PHA to refer the next families on the list. The Housing Authority will notify families currently on the Section 8 waiting list to contact their caseworker through Tulare County Health and Human Services Child Welfare division to be placed on their list if they qualify. Such families will maintain their position on both waiting lists.

Family Unification participants who are issued a voucher by HATC must lease a unit within HATC’s jurisdiction for at least 12 months. After that time, the participant may lease a unit anywhere in HATC’s jurisdiction or outside HATC’s jurisdiction and are subject to the guidelines previously established in HATC’s administrative plan regarding portability.

HOMEOWNERSHIP PROGRAM

The Housing Authority will be exploring the feasibility of establishing a Section 8 Homeownership Program for its Moving-to-Work Program participants.

APPENDIX I

04/01/2021

INCOME LIMITS

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
39,050	44,600	50,200	55,750	60,250	64,700	69,150	73,600
		<u>9</u>	<u>10</u>	<u>11</u>			
		78,050	82,550	87,000			

80% of Median

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
24,400	27,900	31,400	34,850	37,650	40,450	43,250	46,050
		<u>9</u>	<u>10</u>	<u>11</u>			
		48,800	51,600	54,400			

50% of Median

Income limits for larger families will be calculated as needed.

APPENDIX II

08/20/2021

Voucher-Payments Standards (VPS) and fixed subsidy amounts

Bedroom Size	0	1	2	3	4	5
VPS	820	840	1,105	1,545	1,791	1,873
Fixed Subsidy	380	460	565	725	760	780

APPENDIX III

**HOUSING AUTHORITY OF THE
COUNTY OF TULARE**

**SECTION 8 PROGRAM
HOUSING QUALITY STANDARDS
INSPECTION CRITERIA**

REVISED 11/98

PROJECT AND UNIT SITE

1. Overall Project: Generally good repair; no hazards; no excessive noise, air pollution, neighborhood hazards, fire hazards, rodents or excessive traffic.
2. Any existing driveway and parking must have all-weather surface.
3. Sidewalks: No tripping areas.
4. Landscaping: Maintained; no holes; no fire or safety hazards.
5. No trash; abandoned vehicles or parts; no obstacles.
6. Fences: In good repair; no rotten posts; gates in good working order; pickets in place.
7. Trash Receptacles: Clear of debris and maintained; no rodents.
8. Site must have good drainage; no standing water.
9. Domestic water supply must meet Health Department safety standards.
10. Site free of vermin, rodents and insect infestation.
11. If off-street parking is not available, the Housing Authority will not be responsible for any damage done to the yard by parked vehicles.
12. Visible addresses required.

UNIT – GENERAL

1. Unit and equipment must be free of vermin, rodents and/or insect infestation.
2. Unit must have adequate space, including living room, kitchen area, bathroom, and at least one bedroom or living/sleeping room of adequate size for each two persons.
3. Unit must have adequate storage.
4. Paint: No chipping or peeling paint; no lead-based paint; paint must be in generally good condition.
5. Smoke alarms are required in each unit; alarms must be in good working order, and at least one located in central hallway leading to the sleeping quarters.

6. Unit must have heater and either a cooler or air conditioner. Heating and cooling systems must be adequate for unit size, in good working order and safe. Systems must be adequate for heating and cooling to each room in dwelling. Heaters that burn oil, gas or kerosene must be vented. Gas lines cannot be copper or aluminum. Heater must be thermostatically controlled. Filter must be clean.
7. Water Heater: Must be in a space with adequate ventilation, both top and bottom, and in good working order; must be adequate for unit size; must have pressure relief valve and drain. Drain must be terminated six inches above finished floor or to outside, six inches above the ground. Gas supply must have shut-off; no copper or aluminum lines. If located in garage area, must be placed on a platform at least 18 inches above floor.
8. Floors: Must be in good repair; no defects such as holes or bulges; no tripping areas. Coverings must be in good repair; no rips or tears.
9. Doors: Must be in good repair, and doors to outside must be lockable. Jambs and thresholds must be in good repair with no splits. Interior doors must have doorstops.
10. Windows: Must be in good repair with no cracks or loose panes. Windows that open must have locks permanently attached to the frames and good screens. If there are security bars over windows that open, they must have quick-release latches in good working order.
11. Curtain rods are required. Any window coverings present must be in good repair.
12. Electrical: All wiring and lights must be in good repair; no exposed wiring. Outlets must be grounded in wet locations. There must be at least one outlet on each wall over four feet in length.
13. Lighting must be adequate, and bulbs must have covers in good repair.
14. Interior Walls: No bulges, peeling paint, large cracks, holes or any deteriorating condition.
15. Ceilings: Minimum height of 7'6", except kitchen, baths or halls, which must have a minimum height of 7'0".

UNIT EXTERIOR

1. Continuous Foundation: All vents in good repair.
2. Roof must be weather-tight and in good repair with no leaks; fascia board in good condition.

3. No deteriorating exterior wood.
4. Window screens on all windows that open must be in good condition and in good structural repair with no holes.
5. Exterior Wall Coverings: No bulges, large cracks, holes, peeling paint, loose siding, deteriorating conditions or defects.
6. All hose bibs in good repair.
7. Exterior lights in good working order, covers in place.
8. Mailboxes must be acceptable and in good repair.
9. Stoops, steps, landings and/or porches must be in good repair; no tripping areas; handrails, if necessary, must be in good repair.
10. All exterior doors must be weather-stripped with a threshold and bottom seal; doors must be in good repair with working locks and dead bolts.
11. Electrical service must be in good repair; no knockouts missing; no hazardous conditions; no exposed electrical wiring.
12. Utilities for unit must be either separately metered or paid by landlord.
13. Unit must have approved public or private sewage system in good working order; no sewer gases; no apparent stoppage, broken lines or sink holes.
14. Garages and carports must be in good repair.
15. A one-hour firewall and door required between garage and unit.

KITCHEN

1. Appliances: Must be in good repair
2. Kitchen area must have adequate space for food preparation, storage and serving.
3. Unit must have refrigerator and stove or range of appropriate size, supplied by owner or tenant.
4. Unit must have sink with hot and cold running water.

5. Sink must drain into an approved public or private system. The sink must be in good condition, free of cracks, large chips, and with no leaks. The faucet, traps and drain line must be free of leaks. The water supply must have shut-off valve in good working order.
6. The stove or range with oven must be of adequate size for the unit and in good working order. There must be a working mechanical exhaust fan over stove or range vented to the outside, or a charcoal filter, or an approved non-vented mechanical exhaust fan. Gas stove must have approved gas supply line; no aluminum or copper.
7. Countertops or drain boards must be of water-resistant material and in good condition, with no areas that could cause health hazards. Any inside corners must be sealed properly.
8. Cabinet doors and drawers must be in good repair and operable with no water damage or loose parts; they must be well anchored.

BATHROOMS

1. Toilet, lavatory and shower and/or bath must drain into an approved public or private system.
2. Must have a flush toilet in a separate or private room that is in good working order, with no cracks or leaks. The toilet seat must be in good repair. The toilet must have a water supply shut-off in good working order.
3. The bathroom must have a lavatory with hot and cold running water. The lavatory must be leak-free and not have large cracks, chips or areas for possible bacteria growth. The lavatory must be in a vanity or anchored to the wall. Traps and drain lines must be free of leaks and in good working order. The lavatory must have water supply shut-offs in good working order. All caulk and grout must be in good condition. The lavatory must have a working stopper.
4. The bathroom must have a shower or bathtub with hot and cold running water in good working order. The faucets, spouts and showerhead must be in good repair. The bathtub must have a working stopper.
5. The bathtub area or shower walls, floor and enclosure must be free of cracks, mildew and loose grout or caulk joints. All caulk and grout must be in good condition. These areas cannot have large chips or areas for possible bacteria growth.
6. The bathroom must have adequate ventilation with either a window that opens, or an exhaust fan in good repair and vented to outside of unit.

7. The bathroom must have at least one towel bar and a paper holder anchored to the wall and in good repair.
8. The bathroom must have a medicine cabinet, or other storage, in good repair. All cabinets must be in good condition with doors and drawers operable, no loose parts, and no water damage. All cabinets must be well anchored.

LAUNDRY ROOM

1. Dryer must be vented to the outside.
2. Laundry room must have supply of hot and cold running water.
3. Laundry room must have an approved drain to a public or private system in good working order.
4. Electrical and/or gas supplies must be in good repair.
5. Gas dryers must have approved flex gas supply line with a shut-off, no copper or aluminum.

BEDROOMS

1. Bedrooms must have an outside exit through either a window or door. At least one window per bedroom must not be blocked.
2. Access from the bedroom to the bathroom cannot be solely through another bedroom.
3. Bedrooms must be of adequate size and have adequate storage.

MOBILE HOMES

1. Tie-downs on each corner.
2. No aluminum electrical wiring.
3. Continuous skirting or foundation.
4. Landings, steps and porches for all exterior doors are required. If over four landings or 30 inches above ground, handrails are required.
5. Minimum ceiling height of 7'6", except kitchen, baths or halls, which must have a minimum height of 7'0".